

# Tender

**Provision of Maintenance and repair &  
replacement Services for**

## **AIR-CONDITIONING AND VENTILATION INSTALLATIONS**

**at the East London Industrial Development Zone**

**CONTRACT NO: ES/21/AC/01**

**VOLUME A (1 of 2): TECHNICAL PROPOSAL**

### **AIR-CONDITIONING AND VENTILATION INSTALLATIONS**

East London IDZ  
Contact person: A Mzantsi  
Email: [Anathi@elidz.co.za](mailto:Anathi@elidz.co.za)

Bidder's Details:

**NOTE: DO NOT SPLIT/UN-BIND THIS DOCUMENT**

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**PART 1**  
**THE TENDER**

**CONTRACT NO: ES/21/AC/01**

**PROVISION OF MAINTENANCE AND REPAIR &  
REPLACEMENT SERVICES FOR  
AIR CONDITIONING AND VENTILATION**

## **1.1 TENDERING PROCEDURES**

1.1.1 Introduction

1.1.2 Tender Notice and Invitation to Tender

1.1.3 Tender Data

### **1.1.1 INTRODUCTION**

The East London Industrial Development Zone SOC Ltd (ELIDZ) is the duly appointed operator of the East London Industrial Development Zone SOC Ltd, a multi-million-rand infrastructure and bulk services development initiated by the Department of Trade and Industry (DTI) that is part of the government's micro-economic reform strategy. In 2016, the ELIDZ has been designated as a Special Economic Zone and was the first to receive an operator's permit from DTI

The East London Industrial Development Zone SOC Ltd is located on Buffalo City's West Bank adjacent to the existing East London port and airport, and much of the Phase 1 infrastructure and bulk services required for the development have been completed.

As the East London Industrial Development Zone SOC Ltd now moves into the operational phase, tenders are hereby invited from relevant service providers for the provision of various maintenance services at the above premises for the forthcoming 03 (Three) years.

### 1.1.2 TENDER NOTICE AND INVITATION TO TENDER

(ELIDZ), an entity which exists to help manufacturers to become globally competitive through the development and efficient management of a modern, purpose built industrial location, which offers investing industries a streamlined business environment enhanced by a range of supporting services. The zone is already operational and currently houses a number of manufacturers that supply products for the local and international markets.

#### SCOPE OF WORK

Tenders are hereby invited from suitably qualified and experienced service providers for the Provision of Air-conditioning and Ventilation Maintenance and Repair Services in the East London Industrial Development Zone, located at our facilities within the West Bank area of the Buffalo City Municipality.

The successful tenderer will be required to enter into a 3 (Three) year Contract for the provision of Maintenance and Repair Services for Air-conditioning and Ventilation Services with the East London Industrial Development Zone SOC Ltd

Tender Reference No.	Tender Description / Name	Compulsory CIDB Grading Required	Closing Date / Time
ES/21/AC/01	Provision of Air Conditioning and Ventilation Maintenance and Repair Services	3ME	27 August 2021 @ 12:00

The Services include the following summarised scope of work:

1. The provision of suitably qualified personnel as required, during normal working hours
2. Scheduled and unscheduled maintenance activities required for the Air-conditioning and Ventilation System and related equipment
3. The provision of urgent and emergency response services related to Air-conditioning and Ventilation System, on a 24/7/365 basis

#### BRIEFING MEETING

**Note:** There will be no briefing session for this tender. Questions to be submitted to [Anathi@elidz.co.za](mailto:Anathi@elidz.co.za), By 18 August 2021 before 14:00

#### BID CONDITIONS:

- Tenderers are required to submit a Valid SARS Tax Clearance Certificate with their tender, or the relevant SARS pin code which will allow the ELIDZ to confirm the tenderers tax status on-line.
- Tenderer must be registered on Central Supplier Database (CSD) from National Treasury and MAAA number must be provided
- Tenderers should submit a valid original or certified B-BBEE certification. Companies with annual turnover less than R10 million to submit an accountant or SARS letter confirming turnover.
- Tenderers to provide certified copy of Company Registration Certificate
- Tenderers to provide Letter of Good Standing from Compensation Commissioner
- Tenderers must submit technical and financial proposals in two separate envelopes clearly marked "Envelope A -Technical Proposal" and "Envelope B – Financial Proposal". The financial proposal will only be opened should the technical proposal be found to be acceptable.
- Non- signed "Form of Offer" the financial proposal in "Envelope B" submission will result in the disqualification of the tender.

- ❑ Inclusion of Price Offer and/ or any other price related details in “Envelope A -Technical Proposal “will result in the disqualification of the tender.
- ❑ The successful Tenderer will be required to have sufficient and competent staff available to commence full time operations in accordance with the contract with effect from the Commencement Date, failing which the contract will be awarded to the next most preferred Tender.
- ❑ Registration with the CIDB (Construction Industry Development Board) in the category **3ME** is compulsory for companies wishing to submit tenders

## EVALUATION

The evaluation will be guided by the East London Industrial Development Zone procurement policy. Points will be awarded on the basis of Price and BBBEE.

### Score breakdown:

- 80 Points for Price
- 20 Points for BBBEE

All tenders with functionality less than 70% of the total functional requirements will not be considered for the next stage of tender evaluation.

## TENDER DOCUMENT & SUBMISSION

The RFT document will be available on the **30 July 2021, via the ELIDZ website. [www.elidz.co.za](http://www.elidz.co.za) opportunities> Tenders**

The tender must be placed in a sealed envelope marked “Confidential” with the name/address of submitting company and the tender reference number. They must be deposited in the tender box in **ELIDZ Administration 1 Building situated at Lower Chester Road, Sunnyridge, East London, 5214**

**ELIDZ will not be responsible for tenders placed in an incorrect tender box. The ELIDZ and ELIDZ representative will not be held responsible for the receipt of tenders via courier services and the like.**

**No late tenders will be accepted. Only original tenders will be accepted.**

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

## TENDER ENQUIRIES

Queries relating to this tender may be addressed to:

Contact Person: Ms A Mzantsi,  
Contact number: 043 702 8200  
Email: [Anathi@elidz.co.za](mailto:Anathi@elidz.co.za)

### 1.1.3 TENDER DATA

<b>Project title:</b>	<b>PROVISION OF MAINTENANCE AND REPAIR &amp; REPLACEMENT SERVICES FOR AIR CONDITIONING AND VENTILATION</b>		
<b>Contract No:</b>	<b>ES/21/AC/01</b>		
<b>Advertising date:</b>	<b>30 July 2021</b>	<b>Closing date:</b>	<b>27 August 2021</b>
<b>Closing time:</b>	<b>12h00</b>	<b>Validity period :</b>	<b>120 Days</b>
<b>Clause number</b>			
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of SANS 294 : 2010 (Edition 1).</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>		
F.1.1	The employer is the East London Industrial Development Zone SOC Ltd		
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p><b>ENVELOPE A: TECHNICAL PROPOSAL</b></p> <p><b>1. THE TENDER</b></p> <p><b>1.1 TENDERING PROCEDURES (VOLUME 1 OF 2 TENDERING PROCEDURES &amp; CONTRACT DATA)</b></p> <p>1.1.1 Introduction</p> <p>1.1.2 Tender Notice and Invitation to Tender</p> <p>1.1.3 Tender Data</p> <p><b>2. THE CONTRACT</b></p> <p><b>2.1 AGREEMENT AND CONTRACT DATA</b></p> <p><b>2.2 SCOPE OF WORK</b></p> <p><b>2.3 SITE INFORMATION</b></p> <p><b>APPENDICES</b></p> <p>A Generic Occupational Health and Safety Specification</p> <p>B Construction Environment Management Plan</p> <p><b>RETURNABLE SCHEDULES (VOLUME 2 OF 2- RETURNABLE SCHEDULES)</b></p> <p>1. Compulsory Submission</p> <p>2. Submission for Functionality Evaluation</p>		

	3. Additional evaluation criteria										
	<p><b>VOLUME B: FINANCIAL PROPOSAL</b></p> <p><b>1. THE CONTRACT</b></p> <p><b>1.1 AGREEMENT AND CONTRACT DATA</b></p> <p>1.1.1 Form of Offer and Acceptance</p> <p>1.1.2 Form of Guarantee</p> <p><b>1.2 PRICING DATA</b></p> <p>1.2.1 Pricing Instructions</p> <p>1.2.2 Bills of Quantities</p>										
F.1.4	<p>The employer's agent is:</p> <table border="1"> <tr> <td>Name:</td> <td>V Jako</td> </tr> <tr> <td>Address:</td> <td>Lower Chester Rd, Sunny ridge, East London</td> </tr> <tr> <td>Tel:</td> <td>043 – 702 8200</td> </tr> <tr> <td>E-mail:</td> <td><a href="mailto:yuyolvethu@elidz.co.za">yuyolvethu@elidz.co.za</a></td> </tr> <tr> <td></td> <td></td> </tr> </table>	Name:	V Jako	Address:	Lower Chester Rd, Sunny ridge, East London	Tel:	043 – 702 8200	E-mail:	<a href="mailto:yuyolvethu@elidz.co.za">yuyolvethu@elidz.co.za</a>		
Name:	V Jako										
Address:	Lower Chester Rd, Sunny ridge, East London										
Tel:	043 – 702 8200										
E-mail:	<a href="mailto:yuyolvethu@elidz.co.za">yuyolvethu@elidz.co.za</a>										
F1.5.2	<p>Add the following sentence:                  The period of six months may only be reduced should all tenders received be rejected as non-responsive.</p>										
F.2.1	<p>Only tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:</p> <p>a) Contractors who have a contractor grading designation equal to or higher than a contractor designation determined in accordance with the sum tendered for 3ME class of construction work; and</p> <p>Joint Ventures (JV) are eligible to submit tenders providing that:</p> <ul style="list-style-type: none"> <li>• Every member of the JV is registered with the CIDB</li> <li>• A lead partner has a contractor grading designation in the 3ME class of construction work; and</li> <li>• The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3ME class of construction work;</li> <li>• A Joint Venture agreement is submitted together with the tender indicating shareholding percentage</li> <li>• All parties to a Joint Venture should meet bid condition requirements to be acceptable. Unincorporated Joint Ventures are required to compile a consolidated verified BBBEE certificate in order to achieve Preferential Points</li> <li>• Unincorporated Joint Ventures are required to compile a consolidated verified BBBEE certificate in order to achieve Preferential Points</li> <li>• JV agreement is submitted indicating the participation split of members of JV</li> </ul>										

	<p>In Bids where consortia/joint venture/ sub-contractors are involved; each tendering party must submit a separate proof of TCS/PIN/CSD number</p> <p>In the event that the successful Bidder has been awarded the contract with value above R 5 000 000.00 for the same goods/services on a consecutive basis, the successful bidder will be required to submit a Supplier development plan for SMMEs to be agreed with the ELIDZ.</p>
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F.2.7	<p>The arrangements for a compulsory site visit and clarification meeting are:</p> <p>Location : Offices of the ELIDZ Admin 1 Building Lower Chester Road Sunnyridge East London</p> <p>Date : <b>N/A</b></p> <p>Starting time : <b>N/A</b></p>
F2.13.2	The tender document, fully completed by hand in black ink, is to be deposited in the tender box in ELIDZ Admin 1 Building
F2.13.3	Only the original tender submission is required.
F2.13.5	The original tender offer is to be placed in a sealed envelope marked with the Tender Number and Description as well as the Tenderers Name and Address.
F2.13.6	A two-envelope procedure will be followed.
F2.14	The ELIDZ will disqualify any submission which is not suitably endorsed or which is not comprehensively completed.
F2.15.1	Submissions that are not received on or before the closing time will, in terms of the ELIDZ procurement policy, not be considered.
F.2.16	The tender offer validity period is 120 days.
F2.19	Access to premises will not be required.
F2.23	<p>The tenderer is required to submit with his tender:</p> <ul style="list-style-type: none"> <li>(a) Tenderers are required to submit a Valid SARS Tax Clearance Certificate with their tender, or the relevant SARS pin code which will allow the ELIDZ to confirm the tenderers tax status on-line</li> <li>(b) Tenderer is required to provide a CSD registration certificate on older than 10 days before closing of tender</li> <li>(c) Tenderers should submit a valid original or certified B-BBEE verification certificate. Companies with annual turnover less than R10 million to submit an accountant or SARS letter confirming turnover.</li> <li>(d) Tenderers to provide certified copy of Company Registration Certificate</li> <li>(e) Tenderers to provide Letter of Good Standing from Compensation Commissioner</li> <li>(f) Proof of Registration with the CIDB in the category <b>3ME</b>.</li> <li>(g) All returnable documents and schedules as listed in 1.2.</li> <li>(h) All returnable documents and schedules as listed in 1.2</li> <li>(i) JV documentation if applicable</li> </ul>

F3.4	Tender submissions will be opened at the offices of the Employer's Agent immediately after the closing time.
F3.11	<p>The procedure of the evaluation of tenders is the two envelope system</p> <p>Tender evaluation will be carried out using the 80/20 preference point system, where:</p> <ul style="list-style-type: none"> <li>▪ A maximum of 80 points are allocated for financial offer.</li> <li>▪ A maximum of 20 points are allocated for preference.</li> </ul> <p>The above mentioned evaluation will be subject to offers being responsive and passing the functionality criteria prescribed in the attached schedule.</p>

<b>Quality/Functionality Evaluation</b>		
The score achieved for functionality will be assessed using the following criteria, each of which will be scored individually up to the maximum number of points indicated (failure to submit the relevant information will result in zero scores for that section):		
<b>DETAILED BREAKDOWN OF FUNCTIONALITY POINTS</b>		
<b>Details</b>	<b>Points Scoring</b>	<b>Points Allocation</b>
<b>Criteria 1. Technical Merit</b>	<b>10</b>	
1.1. The applicants managing member is a member of SAIRAC (South African Institute of Refrigeration and Air Conditioning)/ SARACCA		
<b>Criteria 2. Applicant's Expertise and Resources</b>	<b>15</b>	
2.1. Staffing Levels		
The Air-Conditioner Technician required should be a qualified artisan who would have completed an apprenticeship and trade test and are registered as artisans in the field of Air-Conditioning, Refrigerants and Ventilation (recognized by SAQA – South African Qualifications Authority) and has a knowledge of equipment and systems and is able to carry out technical work without supervision, also being certified competent to safely handle refrigeration gas. All qualifications obtained outside South Africa should be vetted by SAQA and proof of verification should accompany certified copies of qualifications.		
2.1.1. Supervising A/C Technician (with Daikin VRV certification/similar approved).		
> 15 years' experience and at least 5 years	10	
> 10 years' experience and at least 3 years	7	
> 5 years' experience and at least 2 year	3	
< 5 years' experience OR less than 2 year	0	
2.1.2. Site A/C Technician (with Daikin VRV certification/similar approved).		
> 10 years' experience and at least 5 years	5	
> 7 years' experience and at least 3 years	3	
< 3 years' experience OR less than 1 year	0	
<b>Criteria 3. Relevant Company Experience</b>	<b>60</b>	

<p>Three P01-06 form to be completed, signed and stamped. 20 points can be scored per P01-06 form confirming similar project in progress or carried out in the past 5 years</p>		
<p><b>Criteria 4. Business Location</b></p>	<b>10</b>	
<p>5.1 If the tenderer has a registered and currently operational office within the confines of the Buffalo City Metro Municipality with a full-time presence (administrative and technical staff) (Provide lease agreement and/or BCM utility bill)</p>	10	
<p>5.2 If the tenderer has a registered and currently operational office within the boundaries of the Eastern Cape</p>	5	
<p><b>Criteria 6. Implementation Methodology</b></p>	<b>15</b>	
<p>6.1. Company required to provide detailed method statements, which demonstrate the manner in which work is carried out typically on a maintenance contract of this nature and should cover a minimum of five core activities (two points scored per activity)</p>		
<ul style="list-style-type: none"> <li>• Basic Air-conditioning maintenance services,</li> </ul>	5	
<ul style="list-style-type: none"> <li>• New installations,</li> </ul>	5	
<ul style="list-style-type: none"> <li>• Repairs and replacement of existing installation,</li> </ul>	5	
	Total Points	Total Points Scored
<p><b>TOTAL EVALUATION SCORE FOR FUNCTIONALITY</b></p>	<b>100</b>	
<p><b>PERCENTAGE POINTS SCORED</b></p>	<b>100%</b>	
<p>Tender offers scoring less than 70 points out of 100 points for quality/functionality will be regarded as non-responsive and not considered further.</p>		
<p><b><u>Financial Offer Evaluation</u></b></p> <p>The score achieved for financial offer will be determined using formula 2 (option 1) as follows:</p> $\text{Points awarded} = 80 \left[ 1 - \frac{P - P_{\min}}{P_{\min}} \right]$ <p>Where P = the comparative offer of the tender offer under consideration              P<sub>min</sub> = the comparative offer of the lowest responsive tender</p>		
<p><b><u>Preference Evaluation Criteria</u></b></p> <p>A maximum of twenty (20) points will be awarded to a tenderer for achieving BBBEE objectives. BBBEE points shall be computed using a relevant scorecard as guided by the company's annual turnover. This is in accordance with the new Codes of Good Practice. No points will be awarded for achieving BBBEE objectives if the total percentage scored for BBBEE is less than 30%.</p> <p>All tenders with functionality less than 70% of the total functional requirements will not be considered for the next stage of tender evaluation. ELIDZ reserves the right to negotiate if preferred bidder's proposal exceeds ELIDZ project estimate.</p> <p>The tender will be awarded to the bid with the highest number of points. A tender may be awarded to a bidder that did not score the highest number of points if reasonable and justifiable grounds exist.</p>		

	<p>Any contract offered by the ELIDZ will be based on the correctness of information submitted by the service providers. Any misrepresentation of facts by a service provider may lead to disqualification. Should such misrepresentation be uncovered after the commencement of the contracted work, the ELIDZ reserves the right to terminate the contract and recover all payments made to that service provider and any costs that may have been incurred in the process.</p> <p>ELIDZ reserves the right to have the tenderer's Black Economic Empowerment Credentials verified by an independent agency. (Procurement Handbook – Annexure: 1 must be fully completed and supplementary information may be completed by service providers with a turnover of less than R10m and be accompanied by letter from an accounting firm or SARS confirming the company's or sworn affidavit turnover is less than R10m).</p> <p>Unincorporated Joint Ventures are required to compile a consolidated verified BBBEE certificate in order to achieve Preferential Points</p> <p>JV agreement is submitted indicating the participation split of members of JV</p>
F3.13.1	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>a) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</li> <li>b) the tenderer has :             <ol style="list-style-type: none"> <li>i. abused the Employer's Supply Chain Management System; or</li> <li>ii. failed to perform on any previous contract and has been given a written notice to this effect.</li> <li>iii. is not under restrictions, or has principals who are under restrictions, preventing participating in the ELIDZ procurement,</li> <li>iv. c) has the legal capacity to enter into the contract,</li> <li>v. d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,</li> <li>vi. e) complies with the legal requirements, if any, stated in the tender data, and                 <ol style="list-style-type: none"> <li>i. f) is able, in the opinion of the ELIDZ, to perform the contract free of conflicts of interest.</li> </ol> </li> </ol> </li> <li>c) All returnable documents and schedules as listed in 1.2.1 have been completed and submitted with this document.</li> </ol>
F.3.18	<p>The number of paper copies of the signed contract to be provided by the employer is 1 (one).</p>

**PART 2**  
**THE CONTRACT**

**CONTRACT NO: ES/21/AC/01**

**PROVISION OF MAINTENANCE AND REPAIR &  
REPLACEMENT SERVICES FOR  
AIR CONDITIONING AND VENTILATION**

## **2.1 CONTRACT DATA**

### **2.1.1 Contract Data**

### 2.1.1 CONTRACT DATA FOR

<b>Project title:</b>	<b>PROVISION OF MAINTENANCE AND REPAIR &amp; REPLACEMENT SERVICES FOR AIR CONDITIONING AND VENTILATION</b>
<b>Contract No:</b>	<b>CONTRACT NO: ES/21/AC/01</b>

	<b>PART 1: DATA PROVIDED BY THE EMPLOYER</b>
	<b>CONDITIONS OF CONTRACT</b>
	The General Conditions of Contract for Construction Works (2 <sup>nd</sup> Ed 2010) [hereinafter referred to as GCC 2010], published by the South African Institution of Civil Engineering, is applicable to this Contract.
	<b>CONTRACT SPECIFIC DATA</b>
	The following contract specific data; amendments; additions; or omissions are applicable to this Contract.

<b>CLAUSES</b>	<b>Compulsory Data</b>
1.1.14	The name of the "Employer" is East London Industrial Development Zone SOC Ltd.
1.2.2	The address of the Employer is Physical Address: Lower Chester Road, Sunnyridge Buffalo City (East London) 5201  Postal Address: P.O. Box 5458 Greenfields 5208  Telephone: 043 – 702 8200
1.1.1.16	The name of the Engineer is: East London Industrial Development Zone SOC Ltd – represented by Vuyolwethu Jako

1.1.1.16	<p>The address of the Engineer is</p> <p>Physical Address:                  Lower Chester Road, Sunnyridge                  Buffalo City (East London)                  5201</p> <p>Postal Address:                  P.O. Box 5458                  Greenfields                  5208</p> <p>Telephone: 043 – 702 8200</p>
5.8.1	The special non-working days are statutory public holidays.
5.8.1	The year-end break will be as stipulated by South African Federation of Civil Engineering Contractors (SAFCEC)
Appendix 3	The time to deliver the Performance Guarantee is 21 days. The liability of the Performance Guarantee shall be for 5 % of the Tender Sum
1.3.5	<p>Replace in its entirety with the following:</p> <p>The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights to which it may be entitled.</p>
1.3.6	<p>Add the following as 1.3.6:</p> <p>The copyright of all information, documents, advice, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalising the Works will vest in the Employer, must be regarded as confidential and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, and may not be published either during the currency of this contract or after termination thereof without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p>

1.3.7	<p>Add the following as 1.3.7:</p> <p>The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p>
1.3.8	<p>Add the following as 1.3.8:</p> <p>In case of the Contractor providing documents, electronic aids, software programmes or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programmes or like material this provision applies.</p>
4.6.1	<p>Replace with the following:</p> <p>The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the Works outlined in this Contract.</p>
5.3.1	<p>Replace with the following:</p> <p>The Contractor shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works immediately from the date the Contractor is given access to and possession of the Site in terms of Clause 11.</p>
5.4.1	<p>Add at the end of the paragraph “Within 14 days of the Contractor submitting to the Engineer an acceptable health and safety plan required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)”</p>
5.6.1	<p>The Contractor shall deliver his Programme of work within 14 days from the Commencement Date.</p>
5.9.1	<p>Amend as follows:</p> <p>“On the date that the Contractor is given access to and possession of the site, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of Contractor.</p>
7.6.4	<p>Replace the words “within a reasonable time” with the words “within the period stipulated by the Engineer in such order...”</p>

7.9.1	<p>Add the following at the end of this clause:</p> <p>Such losses or damages may be recovered from the Contractor by deducting the same from any amounts still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Contractor and for this purpose all these contracts shall be considered one indivisible whole.</p>
8.6.1.1	<p>The Contractor shall not be required to insure the Works in so far as new construction, which will be covered by the ELIDZ existing insurance policy and all excess amounts will be recovered from the Contracting party. The Contractor will however be required to insure whatever plant, vehicles, tools, equipment and materials are utilized in the execution of his maintenance activities.</p>
8.6.1.1.2	<p>The Employer will not supply any materials.</p>
8.6.1.1.3	<p>The insurance is not required to cover professional fees.</p>
8.6.1.3	<p>Public Liability Insurance shall have a limit of Indemnity of not less than R10 million for any one event. The Public Liability Insurance cover must be extended to include:</p> <ul style="list-style-type: none"> <li>▪ Spread of fire</li> <li>▪ Damage to underground services</li> <li>▪ Surrounding property</li> </ul>
6.5.1	<p>The percentage allowance to cover overhead charges on labour and supervision is 33%, and on material cost the percentage allowance is 10%.</p>
5.7.2	<p>Add the following to the end of the second paragraph:</p> <p>“which costs may be deducted from any payments due to the Contractor in terms of the Contract or any other Contract, now or in the future, existing between the Employer and the Contractor and for this purpose all these shall be considered on indivisible whole”</p>
5.5.1	<p>The contract period for the Works is Three (3)</p>
5.13	<p>Not applicable</p>
6.8.2	<p>Contract Price will be adjusted annually as per the escalation rates declared in the priced bill of quantities year on year</p>
10.1.3.6	<p>Delete</p>

6.10.1.5	Delete
6.10.3	The percentage retention on the amount due to the Contractor is 0 %. The limit of retention money is R Nil
6.10.3	This clause shall be deleted in its entirety.
6.11	This clause shall be deleted in its entirety.
7.8.1	The Defects Liability Period is 12 months.
9.3.3	Add the following at the end After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any right whatsoever.
10.4.2	Dispute resolution shall be by means of mediation.
10.7	Disputes are to be referred for final settlement to litigation.
11.0	Add the following new Clause 11.0 : Amendments to be in writing “No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.”

Contract no: **CONTRACT NO: ES/21/AC/01**

<b>PART 2: DATA PROVIDED BY THE CONTRACTOR</b>	
1.8	<p>The name of the Contractor is</p> <p>.....</p> <p>(insert the legal name of the Contractor, as well as the Contractor's registration number, if applicable)</p>
1.2.2	<p>The address of the Contractor is:</p> <p>Physical Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Postal Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Facsimile: ..... Telephone: .....</p>

<b>2.2</b>	<b>SCOPE OF WORK</b>	
2.2.1	Description of the Works	
	2.2.1.1	Employers objectives
	2.2.1.2	Overview of works
	2.2.1.3	Extent of works
	2.2.1.4	Location of works
	2.2.1.5	Temporary works
2.2.2	Drawings	
2.2.3	Procurement	
	2.2.3.1	Preferential Procurement Procedures
	2.2.3.2	Subcontracting
2.2.4	Maintenance Works	
	2.2.4.1	Works specifications
2.2.5	Existing Services	
2.2.6	Site Establishment	
2.2.7	Site Usage	
2.2.8	Permits and Way Leaves	
2.2.9	Alterations, Additions and Extensions to Existing Works	
2.2.10	Management	

**2.2 SCOPE OF WORK**

**2.2.1 DESCRIPTION OF THE WORKS**

**2.2.1.1 EMPLOYER'S OBJECTIVES**

The East London Industrial Development Zone SOC Ltd (ELIDZ) is the duly appointed operator of the East London Industrial Development Zone, and as such at all times fully operational and able to perform the function for which they intended.

According, the ELIDZ has a need to enter into contracts with suitable service providers who are able to carry out various inspections, maintenance activities and repairs which necessary to support these objectives.

**2.2.1.2 OVERVIEW OF THE WORKS**

The maintenance services comprise of both scheduled and unscheduled items to the ELIDZ's Air conditioning and Ventilation Installations as described below:

Responsibility / Function
Carry out an initial inspection and subsequent routine inspections and submit reports at each inspection
Undertake quarterly and annually maintenance of air-conditioning and ventilation installations
Preparation and approval of weekly routine repair and replacement program
Respond to call-outs for attending to system faults and defective equipment where necessary
Undertake maintenance activities, repairs & replacement on specific installation components that have been identified during inspections.
Carrying out repairs to or replacement of compressors, coils. Refrigeration and drainage pipework, circuits, motors, fans, filters, louvers, attenuators, fire dampers and grilles, heaters, electrical, thermostats, controls, sound, vibration isolators, duct work, alarms, humidifiers, casing and frames that have been identified during inspection.
Construction of new or additional or modifications to existing air-conditioning, ventilation and kitchen fume extraction canopy installations to estate buildings and tenant sites.
Preparation of monthly reports
Occupational health & safety method statements & compliance
Construction environmental management method statements & compliance

## **A1. PRELIMINARY AND GENERAL ITEMS**

### **A.1.1 Monthly Charges**

- Provision of tools, equipment & plant
- Provision of staff and administration

### **A.1.2 Annual Contract Charges**

- Provision of sureties
- Provision of insurances
- Provision of staff induction
- Provision of PPE
- Compliance with OHS
- Compliance with CEMP
- Provision of Electronic Maintenance Manual

## **A2. SCHEDULED WORK**

### **A2.1 Installation Inspections:**

A2.1.1 The appointed service provider will be required to carry out an initial inspection of all air-conditioning and ventilation equipment at commencement and subsequent inspections after four (4) months and submit a report each inspection covering the condition of:

- ELIDZ Estate Buildings – Air Filter for sub-stations; 1A-1, 1A-2, 1A-3, 1A-4, 1B-1, 1D, 1T (Transportation), 1F1 (Ikwezi), C1 (Call centre), Mariculture Pump Room.
- ELIDZ Estate Buildings- Air Conditioning and Ventilation equipment and installations at:
  - Zone 1A - Admin 1, Admin 2, CCA Entrance, Transport, AE12 (Conference Centre), Head Office, Mariculture Administration Office/Workshop, Mariculture Pump Room, ITC Node Room, Maintenance Store, BE11 and Automould Sprinkler Pump Rooms.
  - Zone 1D – Entrances
  - Zone 1B – Entrance
  - Zone 1C – Office Complex (Multi tenanted)
- Kitchen Ventilation and Fume Extraction Canopy equipment and installations for AE12 (ASP).

A2.1.2 The appointed service provider will be required to carry out an initial inspection at commencement and a subsequent inspections after (12) months and submit a report after each inspection covering the condition of:

- Estate Building occupied by tenants - Air conditioning and Ventilation equipment and installations for Container Yard, Waste Sorting Facility, Meek Mines, Sundale Dairies, Zone - 1A North Fire Pump Station.
- Automotive Supplier Park (ASP) Buildings occupied by tenants - Air Conditioning and Ventilation equipment and installations for the following factory units: AE1, AE4, AE6, AE11,

AW4, AW4 Expansion, AW6, AW8, AW9, BW1, BW2, Vehicle Storage Centre (VSC), CE1, CW1 and C2 (D), FW1, EW1, FW1, GW1, GE1, HW1, HS1, HE1, Sundale Dairy, Froetek, Automould

## **A2.2 Regular Maintenance:**

A2.2.1 The appointed service provider will be required to undertake quarterly and annually maintenance of air conditioning and ventilation installations including:

- Partially closed and re-opening of all fire dampers to ensure ease of operation.
- Cleaning any accumulation of dirt and debris from canopies and grease eliminators.
- Tightening flangers of duct work and the connection to ventilation equipment.
- Checking the operation of condensate pumps
- Checking operation of VRV or Unitary air conditioning and air cooled condensers units; air extraction fans e.g. ablution facilities and attenuators, electric motors, under ceiling sweep fans, air filters, canopies and grease eliminators, duct work, air terminals noise and vibration components, painting and cleaning, labelling and identification equipment installations.
- All air conditioning and ventilation equipment to be recorded on register, clearly identifying location, type, model no, date of manufacture, operating refrigerant (a/c and refrigeration systems only) and capacity.
- Identification of locations and equipment done to a standard method throughout.
- Items to be checked on each type of equipment specified in register or checklist.
- Allocation of person responsible for inspection, trained and competent.

## **A2.3 Unscheduled work**

The appointed contract will be required to undertake unscheduled works. The works include various items of work that may be required from time to time on a regular basis including:

- Responding to call-outs for attending to system faults where necessary.
- Undertaking maintenance activities or repairs on specific installation components that have been identified during inspections.
- Carrying out repairs to or replacement of compressors, coils, refrigeration and drainage pipework, circuits, motors, fans, filters, louvers, attenuators, fire dampers and grilles, heaters, electrical, thermostats, controls, sound, vibration isolators, duct work, alarms, humidifiers, casing and frames that have been identified during inspection.
- Construction of new or additional or modifications to existing air conditioning, ventilation and kitchen fume extraction canopy installations to estate buildings and tenant sites.
- Detection and repair of suspected faults

### **2.2.1.3 EXTENT OF THE WORKS**

The maintenance services as defined above are required in Zones 1A, 1B, 1C, 1D, and 1E of the ELIDZ as well as the factory units at the Automotive Supplier Park, the Horticultural Centre, the Vehicle Storage Centre (VSC) the Waste Sorting Facility (WSF) Science and Technology Park (S&C), the Mariculture Pump Station, the Mariculture Workshop and Head Quarters building (HQ).

Should the need arise the maintenance services may be extended to include one or more portions of new works undertaken on behalf of the ELIDZ. This additional work shall be undertaken at billed rates wherever possible.

**Although the Bills of Quantities contain quantities for each item of work, these are included only to ensure realistic pricing and for budget purposes.**

**The quantities shall not be interpreted as indicating the overall scope of work to be undertaken under the contract, and the Engineer shall instruct the Contractor as to the actual extent of work to be carried out under each billed item.**

2.2.1.4 **LOCATION OF THE WORKS**

Zone 1 of the East London Industrial Development Zone SOC Ltd is located within Buffalo City on the western side of the Buffalo River, between the East London port and airport.

The actual location of each sub-zone is shown on the locality plan included with the drawings and more fully described in the following table:

SUB- ZONE	DESCRIPTION OF LOCATION
Zone 1A	Situated south west of Sunnyridge, between the Harbour Arterial Road and Prince George Circuit, and accessed from the traffic circle at the lower end of the new Chester Road.
Zone 1B	Situated west of Sunnyridge, on the northern side of the Harbour Arterial Road and to the east of the Breezyvale Distributor Road, with access off the Breezyvale Distributor Road slightly north of the traffic circle at the western end of the Harbour Arterial Road.
Zone 1C	Situated south-west of Sunnyridge, on the northern side of the Harbour Arterial Road, with access off the Harbour Arterial, opposite the IDZ Transportation Building.
Zone 1D	Situated between Sunnyridge and the airport, on south of Settlers Way, and accessed from Millard road.
Zone 1E	Situated on the west side of Lower Chester Road

2.2.1.5 **TEMPORARY WORK**

The provision of any temporary works of whatever nature, required for execution of the scheduled items, shall be the responsibility of the Contractor, and cost thereof shall be included in the rates for the respective items of work.

## 2.2.2 **DRAWINGS**

Drawings Issued at Award Stage to successful tenderer

The tenderer will be required to provide updated layout drawings of the Air-conditioning and Ventilation installation/s and equipment from time to time

The tenderer will be required to provide updated asset lists of the Air-conditioning installation/s and equipment at 6 monthly intervals

## 2.2.3 **PROCUREMENT**

### 2.2.3.1 **PREFERRED PROCUREMENT PROCEDURES**

The ELIDZ SOC Ltd Procurement Handbook is included in envelope “A” of the tender submission and must be completed in full.

### 2.2.3.2 **SUBCONTRACTING**

As stipulated in the General Conditions of Contract, the Contractor shall not subcontract any part of the contract without the prior written consent of the Engineer. Accordingly the Contractor shall submit his list of proposed subcontractors to the Engineer for approval, prior to commencement of any activities on site.

- a list of subcontractor he intends using
- a written agreement between itself and the subcontractor detailing the extent of work to be carried out by the subcontractor
- Subcontracting, where applicable, shall be allowed up to a maximum of 25% of the contract value. For the purposes of empowering small business enterprises, subcontracting may exceed 25% of the contract value provided the B-BBEE status of the subcontractors is similar or better than the B-BBEE status of the winning bidder
- Information regarding the subcontractors expertise where/when such is to be taken into account in the functionality scoring

## **Joint Ventures**

Unincorporated Joint Ventures are required to compile a consolidated verified BBBEE certificate in order to achieve Preferential Points

JV agreement is submitted indicating the participation split of members of JV

## 2.2.4 **MAINTENANCE WORKS**

### 2.2.4.1 **WORKS SPECIFICATIONS**

The standard specifications applicable to this contract are the following **South African Bureau of Standards Standard Specifications:**

SANS No	Title
---------	-------

SANS 69	Framework for setting and implementing national ambient air quality building elements
SANS 140	Acoustics- Measurement of sound insulation in buildings and of building elements
SANS 204	Energy efficiency in buildings
SANS 630	Decorative high-gloss enamel paint for exterior and interior
SANS 717	Acoustics- Rating sound insulation in buildings and of building elements
<b>SANS No</b>	<b>Title</b>
SANS 763	General coating thickness
SANS 1046	Copper tube manufacturing code of practice
SANS 1125	Room air conditioners and heat pumps
SANS 1238	Air conditioning ductwork
SANS 1287	Ventilation brattices and ducting
SANS 1424	Filters for use in air-conditioning and general ventilation
SANS 1929	Ambient air quality- Limits for common pollutants
SANS 5151	Non-deducted air conditioners and heat pumps- Testing and rating for performance
SANS 8144	Thermal insulation- Mineral wool mats for ventilation roof spaces
SANS 8253	Acoustics- Audiometric test methods
SANS 10086	The installation, inspection and maintenance of equipment used in explosive atmospheres
SANS 10103	The measurement and rating of environmental noise with respect to annoyance and speech communication
SANS 10119	Reduction of explosion hazards presented by electrical equipment- Segregation, ventilation and pressurization
SANS 10139	The prevention, automatic detection and extinguishing of fire in buildings
SANS 10140	Identification colour markings
SANS 10142	Code of practice for the writing premises

SANS 10147	Refrigerating systems, including plants associated with air-conditioning systems
SANS 10173	Installation, testing and balancing of duct work
SANS 10400	The application of National Building Regulations
SANS 13253	Ducted air-conditioning and air-to-air heat pumps -Testing and rating for performance
SANS 60079	Explosive atmosphere & Electrical apparatus for explosive gas atmosphere
<b>SANS No</b>	<b>Title</b>
SANS 60335	Safety of household and similar electrical appliances
SANS 14644	Cleanrooms and associated controlled environments
ISO 13789	Thermal performance of buildings- Transmission and ventilation Heat transfer coefficients- Calculation method
ISO/IEC 29341	Information technology- UPnp Device Architecture

The Particular Specifications applicable to this contract are:

ELIDZ Occupational Health and Safety Specification  
 ELIDZ Construction Environment Management Plan

These specifications are included in the tender documentation

#### 2.2.4.2 **SCHEDULED MAINTENANCE WORK**

The lists below describe in detailed the required schedule maintenance

##### **Log Books and Attendance Register**

The Contractor will be required to compile/maintain a log book for the duration of the project and all staff carrying out any work activity on site, will be required to complete the attendance register in the Control Room and advise the overseeing person of activities being performed.

##### **Record Keeping**

A record shall be kept of each inspection and test in a book kept:

- at the Admin Building in the Engineer's office

The record book shall state at least the following:

- List of all equipment inspected

- The date and name of the person and company carrying out the services / tests / inspections
- Comments on the tests or inspections.

The Contractor shall also keep an updated duplicate of each log book at its own premises

### **Equipment and components removed**

The contractor shall compile an inventory of all equipment and components that are removed during a replacement action. The inventory shall also indicate which equipment is still usable and is retained by the Contractor for future use in contract.

#### **2.2.4.3 SCOPE**

### **Routine Maintenance Requirements**

The work to be undertaken entails the provision of maintenance and repair services of the Air-conditioning and Ventilation equipment within the ELIDZ in terms of the Specifications attached.

The services defined are based on the current understanding of the requirements and strategic and business objectives of the Employer. It therefore follows that, as the need arises, the services may be amended (by agreement between the parties) to ensure that it at all times reflect the realities of the relationship between the Employer and the Contractor.

The service responsibilities stipulated shall not be construed as an exhaustive list and the Contractor shall be required to provide additional services or to comply with ancillary responsibilities to the extent that this may be required for the effective compliance with the stipulated responsibilities and to ensure that the Premises are serviced during Service Hours.

### **Air-conditioning Installations**

Below is the detailed description of the extent of work required for Air-conditioning Installations:-

#### **a) Planned Shut Down Procedures**

It is emphasized that both the tenant and the ELIDZ must be informed of all planned shut downs; permission for such a shutdown must be obtained from the ELIDZ Engineer who will in turn liaise with the tenant.

#### **b) Quarterly Inspection and Maintenance Action Check List**

##### **1.00 Indoor Units**

- 1.01 Check on and off coil air temperature
- 1.02 Check condition of coil-finned surface for dirt accumulated and clean
- 1.03 Check fan voltage and amperage
- 1.04 Check leakage through filter joints
- 1.05 Clean and wash air filters
- 1.06 Clean condensate collection pan and drain discharge
- 1.07 Check operation of fan speed control
- 1.08 Check operation of sweep vanes

- 1.09 Check change over from cooling to heating
- 1.10 Check operation of al controller functions

## **2.00 Air Handling Units**

- 2.01 Check fan bearing and grease replace if bearings are hot
- 2.02 Check alignment of fan bearing and visual wear
- 2.03 Check fan belt tension
- 2.04 Check inlet and outlet air temperature
- 2.05 Check condition of coat-finned surface for dirt accumulated and clean
- 2.06 Oil or grease motor bearings
- 2.07 Check leads for tightness
- 2.08 Check motor coupling and pulleys for proper security to shaft
- 2.09 Check heater voltage and amperage is fitted
- 2.10 Check heater terminals for tightness
- 2.11 Check klaxons and flow switch if fitted
- 2.12 Check static pressure across filter
- 2.13 Check leakage through filter joints
- 2.14 Clean filters and/ or replace disposable media in case the pressure drop exceeds the maximum allowed by the specification.

## **3.00 Condenser Units**

- 3.01 Check condition of coil
- 3.02 Clean the coil with air blower and wash finned surface with detergent and water
- 3.03 Check conditions of fins
- 3.04 Check the compressor vibration
- 3.05 Check condition of framework
- 3.06 Check condition of covers
- 3.07 Check paintwork condition
- 3.08 Check fan blades condition
- 3.09 Check for fans vibration
- 3.10 Check bearings condition
- 3.11 Grease bearings
- 3.12 Check electrics
- 3.13 Note running amps
- 3.14 Note over-load setting
- 3.15 Note condensing/ discharge pressure and suction pressure
- 3.16 Note condenser air inlet and outlet dry and wet bulb temperatures
- 3.17 Check compressor mountings condition
- 3.18 Note oil pressure
- 3.19 Check L.P safety operation
- 3.20 Check H.P safety operation
- 3.21 Check oil condition
- 3.22 Check compressor oil condition
- 3.23 Check L.P service valve condition
- 3.24 Check H.P service valve condition
- 3.25 Check operation of variable frequency speed controllers if fitted
- 3.26 Check crankcase heater operation
- 3.27 Check electrical connections

## **4.00 Fans**

- 4.01 Check fan cowl condition
- 4.02 Check fan blade condition
- 4.03 Check bearings condition
- 4.04 Grease bearing
- 4.05 Check drive belts condition
- 4.06 Check belt tension

- 4.07 Check pulleys condition
- 4.08 Check paintwork condition

#### **5.00 Fan Motors**

- 5.01 Check bearing condition
- 5.02 Grease bearing
- 5.03 Check mounting condition
- 5.04 Check safety guard condition
- 5.05 Check electrics
- 5.06 Note running amps
- 5.07 Note over- load setting

#### **6.00 Filters**

- 6.01 Check condition of filters and replace or wash if dirty
- 6.02 Note inlet and discharge pressure (pressure drop)

#### **7.00 Controllers**

- 7.01 Note temperature
- 7.02 Check supply air dry bulb temperature
- 7.03 Check supply air wet bulb pressure
- 7.04 Check return air dry bulb temperature
- 7.05 Check supply air wet bulb temperature
- 7.06 Check controller wiring
- 7.07 Check time clock setting
- 7.08 Raise set point and check
- 7.09 Lower set point and check
- 7.10 Check automatic change over from heating or cooling

#### **8.00 Refrigeration Circuits and Accessories**

- 8.01 Check all valves, piping, leaks and ice formation
- 8.02 Check hangers and brackets
- 8.03 Check pipe insulation

#### **9.00 Casing and Frames**

- 9.01 Check opening, nuts, rust, paint, mounting brackets

#### **10.00 Louvers, Dampers and Grilles**

- 10.01 Check frames, blades, fixing, air throw, direction of discharge, mounting supports

#### **11.00 Electrical**

- 11.01 Check for compliance with regulations, electrical supply, conduit, joints, thermal blocks, wiring, cables, insulation, trunking, switch gear and protection

#### **12.00 Sound**

- 12.01 Check required NC level and abnormal sound

#### **13.00 Drainage**

- 13.01 Check drain piping, leaks, connections, fittings, joints, water flow, trap and lamps
- 13.02 Check that there is no condensation from above ceiling drains

#### **14.00 Vibration Isolators**

- 14.01 Check pads, isolators and mountings

#### **15.00 Ductwork**

- 15.01 Check sheet metal, material, joints, seals, and fasteners, seams, holding down bolts, hangers, supports and clamps
- 15.02 Check visible signs of surface corrosion
- 15.03 Check flexible ducting for ageing and leaks

#### **16.00 Condensate Pumps**

- 16.01 Remove in liner filter and clean
- 16.02 Check pump operation

#### **17.00 Electrical (All work must be carried out by a licensed Electrician)**

- 17.01 Clean out switchboards internally and external with blower or vacuum cleaner
- 17.02 Check and tighten all connections within switchboard
- 17.03 Visually check all starter overload settings
- 17.04 Check and clean starter contacts
- 17.05 Check main switch door interlock
- 17.06 Check operation of step controllers
- 17.07 Check all contactors- clean burnt points and terminal points
- 17.08 Check all terminations for hot connections
- 17.09 Neaten all wiring replace broken or perished cable ties
- 17.10 Check all face plate screws and holding down nuts, replace where missing
- 17.11 Check operation of all switchboard panel hinges and latches

### **c) Yearly Inspection and Maintenance Actions Check List (additional to Quarterly Check List)**

#### **1.00 Indoor Units**

- 1.01 Clean fan wheel
- 1.02 Check for rust spots, clean and paint
- 1.03 Clean motor frame and air passage
- 1.04 Clean coil with blower and wash finned surface with detergent and water
- 1.05 Check coil surface for corrosion, erosion or leaks
- 1.06 Check casing for rust spots, clean and paint
- 1.07 Check condition of filters and replace if necessary

#### **2.00 Air Handling Units**

- 2.01 Clean fan wheel
- 2.02 Check for rust, spots, clean and paint
- 2.03 Check fan shaft for straighter and wheel fastening
- 2.04 Clean fan motor frame and air passage
- 2.05 Check motor speed
- 2.06 Check anchor bolts
- 2.07 Check and ensure motor comes up to speed properly
- 2.08 Check bearing wear
- 2.09 Clean coil with compressed air and wash with water hose finned surface
- 2.10 Check coil surface for corrosion, erosion or leaks,
- 2.11 Check casing for rust spots, clean and paint
- 2.12 Check condition of heater parts
- 2.13 Check condition of filter cells and replace if necessary
- 2.14 Check filter frame for rust spots, clean and paint

#### **3.00 Condenser Units**

- 3.01 Check condenser fan motor and impeller
- 3.02 Check fan shaft for straightness and impeller fastening
- 3.03 Clean coil with air blower and wash finned surface with detergent and water

- 3.04 Check casing for visible signs of rust
- 3.05 Clean all rust by rubbing down and recoating with rust converter, etch primer and top coat to match (touch up kit)

## **Ventilation Installations**

Below is the detailed description of the extent of work required for Ventilation Installation:-

### **a) Quarterly Inspection and Maintenance Action Check List**

- 1.00 Extraction Systems (including roof mounted fans)**
  - 1.01 Inspect air intake for blockages
  - 1.02 Check all accessible duct work for leakages, damages, and supports
  - 1.03 Clean filters
  - 1.04 Check electric motor running temperature
  - 1.05 Check electric connections for tightness
  - 1.06 Check operation of relief air grilles and check that they are not blocked
  - 1.07 Check motor noise and check bearings
  - 1.08 Check for leaks on canvas collars
  - 1.09 Check condition of vermin proofing and clean
  
- 2.00 Kitchen Ventilation and Fume Extraction Canopy**
  - 2.01 Inspect and clean all duct work and canopy (all gutters must be cleaned)
  - 2.02 De-rust, neutralise and touch up paint work on ducting
  - 2.03 Check tightness of all security bolts stays and supports
  - 2.04 Remove all grease filters and clean in hot water and detergent
  - 2.05 Replace damaged or missing filters
  - 2.06 Repair damaged light fittings, replace faulty tubes and light fittings
  - 2.07 Replace damaged or missing filters
  - 2.08 Check whether all duct supports are still in position and replace missing supports
  - 2.09 Check duct work for leaks and repair defects (ductwork which is rusted and corroded right through is to be replaced)
  - 2.10 Replace all joint seal and gaskets with new, where leaking
  - 2.12 Clean fan blades and check unbalance
  - 2.13 Check fans, and fan motor
  - 2.14 Reseal penetrations through roof if needed.
  
- 3.00 Electrical (All work shall be carried out by a Licensed Electrician)**
  - 3.01 Clean out switchboards internally and external with blower or vacuum cleaner
  - 3.02 Check and tighten all connection within switchboard
  - 3.03 Visually check all starter overload settings
  - 3.04 Check and clean all starter contacts
  - 3.05 Check main switch door interlock
  - 3.06 Check all contactors- clean burnt points and terminals points
  - 3.07 Check all wiring terminations for hot connections
  - 3.08 Neaten all wiring and replace broken or perished cable ties
  - 3.09 Check all face plate screws and holding down nuts, replace where missing
  - 3.10 Check operation of all switchboard panel hinges and latches

### **b) Yearly Inspection and Maintenance Actions Check List (additional to Quarterly Check List):**

**1.00 Extraction Systems (including roof mounted fans)**

- 1.01 Clean fan blades and check for unbalanced
- 1.02 Clean exterior casing
- 1.03 Clean all grilles
- 1.04 De-rust, neutralise and touch up paint work
- 1.05 Check vibration mounts of fan and tightness of mounting bolts

**2.00 Kitchen Ventilation and Fume Extraction Canopy**

- 2.01 Check running amps of fan

**Handling of Refrigerants:**

Tenders must note that the following procedures will be enforced when handling refrigerants.

**a) Topping-up of Systems with Low Refrigerant Gas Charge**

Unless it is not possible to remove a system from operation, topping –up of gas charges will only be allowed and accepted as a once off temporary measure and will not be acceptable as a repetitive solution to keeping a system in operation.

Unless otherwise agreed with the ELIDZ SOC Ltd all systems containing refrigerant gas must be acceptable as a repetitive solution to keeping a system in operation

**b) Reclamation of Existing Refrigerant**

All refrigerant in systems that require recharging or repair work must be reclaimed either for re-use or for disposal. Venting of refrigerant gas to atmosphere will not be allowed and will be considered a Medium Environmental Incident by the Engineer, as follows

- Carrying out repairs to or replacement of compressors, coils, refrigeration and drainage pipework, circuits, motors, fans, louvers, attenuators, fire dampers and grilles, heaters, electrical, thermostats, controls, sound, vibration isolators, duct work, alarms, humidifiers, casing and frames that have been identified during inspections.
- Replacement of damaged air conditioning, ventilation and kitchen fume extraction canopy equipment and components that have been identified during inspections.
- Construction of new or additional or modifications to exiting air conditioning, ventilation and kitchen fume extraction canopy installations to estate buildings and tenant sites.
- Responding to call-outs for attending to system faults where necessary.
- Undertaking maintenance activities or repairs on specific installations or installation components that have been identified during inspections.
- Detection and repair of suspected leak

**Unscheduled requirements:**

Unscheduled works will include Emergency, Urgent, and Routine response to requirements not included in the Routine maintenance requirements, and the replacement of equipment and components as listed in the BOQ. Provisional Sums have been included in the Bill to cater for such eventualities

### 2.2.5 **EXISTING SERVICES**

All areas within which the Contractor is required to undertake maintenance operations are serviced with the full range of civil, electrical and communication services, some of which are below ground. The Contractor will be issued with drawings showing the positions of the services that are included in the contract and will be required to determine the position of all other known services which may be affected by his work, by consultation with the Engineer.

The Contractor may be required to undertake work in close proximity to existing services in which case he shall take all necessary precautions to prevent any damage to these services. Should his operations result in any damage to existing services, he shall immediately notify the Engineer who will inspect the damage and determine what further action is required. The Contractor shall be responsible for the cost of all repairs or reinstatement necessary, whether these are carried out with his own resources or by a third party.

### 2.2.6 **SITE ESTABLISHMENT**

#### a) **Facilities provided by the Employer**

Reticulated portable water exists within each zone of the IDZ SOC Ltd. Should the Contractor require a supply of water to enable him to undertake any of his activities on the site then a suitable point of supply will be made available off the relevant reticulation. The Contractor shall be responsible for the cost of removal and reinstatement on completion.

All zones of the IDZ are fully reticulated with electricity. Should the Contractor require an electrical connection then he shall discuss his requirements with the Engineer who will arrange for a supply with the necessary capacity at a suitable position. The Contractor shall be responsible for the cost of removal and reinstatement on completion.

The Employer is not able to assist with telecommunication facilities and the Contractor shall make his own arrangements for whatever telephone and facsimile facilities he may require.

#### b) **Facilities provided by the Contractor**

It is not envisaged that the Contractor will require a permanent campsite, with offices, storage or workshop facilities. Should establishment of any temporary facilities be required to enable the Contractor to carry out any aspect of the work, then the location and extent of such facilities shall require prior approval of the Engineer.

The Contractor will not be required to provide an office, telephone, vehicle or any other facilities or equipment for the exclusive use of the Employer, the Engineer or their staff.

#### c) **Notice Boards**

A notice board is not required, nor will the Contractor be permitted to erect his own advertising board.

### 2.2.7 **SITE USAGE**

The Contractor shall restrict his operations to the immediate vicinity of the work being carried out and he shall not be permitted to unnecessarily obstruct or impact on other adjacent areas.

### 2.2.8 **PERMITS AND WAY LEAVES**

Permits and way leaves are required for work on the IDZ services.

## 2.2.9 **ALTERATIONS, ADDITIONS, AND EXTENSIONS TO EXISTING WORKS**

Wherever the Contractor is required to carry out new construction to lines and levels based on or tying into existing infrastructure, he shall first check that the information provided for the existing works is accurate and correct. Should there be any discrepancies as regards position, or defects in the quality of the existing work which may affect the proposed work, then the Contractor shall report these to the Engineer and request clarification prior to proceeding with the new construction.

### 2.2.10 **MANAGEMENT**

#### 2.2.10 **MANAGEMENT OF THE WORKS**

##### **a) Planning and Programming**

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Contractor shall prepare and submit to the Engineer a Maintenance Plan that provides full details of the sequence and timing of the scheduled inspections and maintenance activities required in terms of the contract. This shall cover the entire contract period, and shall be amended and revised as necessary until approved by the Engineer.

In addition, one week before the end of each month, the Contractor shall submit a list of work to be carried out during the following month, together with the anticipated expenditure, using the relevant items from the Bills of Quantities. The list shall include both scheduled maintenance items and unscheduled additional work items as requested by the Engineer, and shall form the basis of the work to be carried out and paid for during the month. The Contractor shall not be entitled to claim for payment for scheduled items that have not been included in the monthly schedule and approved by the Engineer.

##### **b) Sequence of the Works**

The sequence of work shall be carried out strictly in accordance with the maintenance plan and monthly schedule as detailed above.

Certain other aspects of unscheduled work may be required from time to time in response to call-outs. The response to any call-out shall be categorised according to the need for urgency in attending to the call-out.

The applicable categories of call-out are defined as follows :

- i) Emergency Response : This shall be defined as an event that requires an immediate response or action to prevent and/or mitigate against damage, harm or injury to persons or property, or to limit the disruption of services. The Contractor shall respond to an emergency call-out within 2 hours.

- ii) Urgent Response : This shall mean any failure or repair requirement that could significantly affect the services or pose a danger if left unattended for any length of time. The Contractor shall respond to an urgent call-out within 24 hours.
- iii) Routine Response: This shall apply to all other failures or repairs other than those requiring either an emergency or urgent response. These items shall be dealt with as unscheduled additional work items as requested by the Engineer (refer to a) above).

All items of work shall be categorised as routine.

Items will however be included in the Bill of Quantities to allow for additional payment in the event that the Engineer requires either an urgent or emergency response to a specific aspect of unscheduled work.

### **c) Methods and Procedures**

Prior to the commencement of any work on the site the Contractor shall submit method statements for each separate maintenance, repair or construction activity that he is required to undertake. The method statements shall be submitted to the Engineer for approval at least 10 days prior to the scheduled start of the activity. The method statements shall set out the procedures to be followed in carrying out the activity and shall include details of compliance with both Occupational Health and Safety and Environmental aspects.

The Contractor shall ensure that his staff and workers are properly trained in the safe and effective use of any equipment, plant or materials necessary to undertake the work.

### **d) Quality Control**

The Contractor shall ensure that the appearance of his staff is neat and tidy, and he shall provide them with appropriate and easily identifiable uniforms, preferably with the Contractor's logo, to enable them to be recognised at all times while on site.

The Contractor shall provide whatever samples of materials are required for approval prior to commencement, and shall undertake all necessary tests that are required in terms of the applicable specification to ensure that his workmanship meets the required standard.

### **e) Environment**

Environmental considerations applicable to this project are detailed in the ELIDZ SOC Ltd Construction Environment Management Plan (CEMP).

The Contractor shall ensure that he is fully aware of the requirements of the CEMP and that he understands his responsibilities regarding both his management of the project and the actual construction activities on site.

### **f) Accommodation of Traffic**

The Contractor shall be responsible for the safety of all vehicular and pedestrian traffic affected by his work and shall provide the necessary deviations together with all warning signs, barricading and lighting fully in compliance with the requirements of the SADC Road Traffic Signs Manual.

The Contractor shall maintain access to all buildings and properties affected by his work and shall liaise with the relevant tenants and the IDZ to agree temporary or partial closure of any access point.

**g) Other Contractors**

Various other maintenance activities and construction contracts will be underway concurrently with this contract. The Contractor may be required to co-ordinate his activities together with the activities of the other contractors, and shall be notified of specific requirements by the Engineer.

**h) Testing, Completion, Commissioning**

Each separate maintenance, repair or construction activity included in the contract shall be fully tested and independently commissioned on completion, and shall immediately thereafter be made available for use by the ELIDZ SOC Ltd or the relevant tenant.

**i) Communications**

All communication of whatever nature shall be through the Engineer. The procedure for call-outs shall be discussed and agreed between the Contractor and the Engineer prior to commencement.

Categorisation of call-outs and relevant response times are described in clause b) above.

**j) Key Personnel**

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Contractor shall submit to the Engineer detailed CV's of his key personnel together with their relevant contact details. Should the key personnel not be the same as those included in the tender submission, then the Contractor shall be required to provide personnel with equivalent or better qualifications and experience.

**k) Management Meetings**

The Contractor shall be required to attend a monthly meeting during which all aspects relating to the progress, scope, expenditure, OHS and general administration of the contract will be discussed. The Contractor shall ensure that his representative at the meeting has the necessary understanding and authority to make decisions regarding these issues.

**l) Payments**

All payments to the Contractor shall be by means of electronic transfer and the Contractor shall provide his banking details to the Engineer together with the initial payment claim.

**m) Records**

The Contractor shall be required to provide a detailed report following each scheduled inspection on an Excel spreadsheet or Word document in both hard and electronic format. The report shall be in a format to be agreed with the Engineer and shall contain the following:-

- Results of all routine inspections carried out
- A record of the regular maintenance activities undertaken
- A daily record of resources (both personnel and equipment) utilised on site.
- ELIDZ Labour Returns

The report shall be submitted within seven days of the scheduled inspection, and no payment will be made to the Contractor until the report has been received.

In addition the Contractor shall submit a brief report on each item of unscheduled repair work that he is required to carry out.

The report shall be submitted within seven days of completion of the unscheduled item of work, and no payment will be made to the Contractor until the report has been received.

#### **n) Payment Certificates**

Payment Certificates shall be drawn up in an agreed format based on the bills of quantities and any variation orders authorised. The date for submission of each payment claim shall be agreed with the Engineer. The procedure for preparation of Payment Certificates shall be as follows :-

- The actual quantity for each item shall be agreed with the Engineer based on the cumulative total of the previous monthly quantity and the additional work carried out during the month.
- The Contractor shall draw up and submit his claim using the agreed quantities.
- The Engineer shall check the claim and certify the amount to be paid.
- The Contractor shall provide a VAT invoice to the Engineer for the certified amount.
- The Engineer shall submit the claim, the VAT invoice and the payment certificate to the Employer.

#### **o) Permits**

The Contractor is required to obtain identity tags and access cards from the ELIDZ for all his staff that enter the site. He shall make prior arrangements with the ELIDZ to obtain the tags timeously, as no member of his staff shall be allowed on site without the identity tag clearly displayed. These will be issued by the ELIDZ at no cost to the Contractor.

#### **p) Proof of Compliance with the Law**

The Contractor shall be required to comply with all regulations and laws of whatever nature that are applicable to his operations throughout the duration of the contract, and shall produce documentary evidence when requested for all aspects, including, but not limited to :

- Valid proof of registration with the Compensation Commissioner
- Proof of registration for income tax and VAT
- Compliance with the Occupational Health and Safety Act and Construction Regulations.

### **2.2.11 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**

The Contractor shall comply with all relevant aspects of the Occupational Health and Safety Act together with the Regulations referred to therein, as applicable to the scope of his activities.

Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Hazard Identification and Risk Assessments, and preparation of a Health and Safety Plan. All necessary documentation shall be prepared and submitted for

comment and approval immediately after the contract award and prior to commencement with any work on site.

Specific Health and Safety considerations applicable to this project are detailed in the ELIDZ Occupational Health and Safety Specification.

Method statements submitted for the Contractor's maintenance activities shall include details of compliance with Occupational Health and Safety, and shall be submitted immediately after the contract award.

The Contractor shall ensure that all his personnel are properly inducted with respect to the ELIDZ SOC Ltd Occupational Health and Safety standards prior to their undertaking any work within the IDZ premises.

The Contractor shall provide the necessary personal protective equipment and clothing to all staff as necessary for the type of work being carried out.

Wherever the Contractor's staff may be subjected to hazardous substances, excessive dust or noise, then he is to arrange for pre and post-employment medical examinations on the relevant employees.

No member of the Contractor's staff shall be allowed on site while under the influence of alcohol or drugs. Any member of his staff that exhibits any signs of alcohol or drug usage shall be removed from the ELIDZ premises by security staff.

The Contractor shall be responsible for the protection of the public in the areas in which he is working and shall provide barricades and lighting as necessary to ensure their safety. He shall also be responsible for the safe control of traffic wherever his works impact on the existing roadways.

#### **2.2.12 Environmental Management Plan (EMP) Requirements and Procedures**

The Contractor shall comply with all relevant aspects of the ELIDZ Construction Environmental Management Plan (CEMP) together with the Regulations referred to therein, as applicable to the scope of his activities.

The ELIDZ CEMP is attached as Appendix B

Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Environmental Risk Assessments, and preparation of Method Statements for comment and approval prior to commencement with any work on site.

The Contractor shall ensure that all his personnel are properly inducted with respect to the ELIDZ CEMP standards prior to their undertaking any work within the IDZ premises.

## **2.3 SITE INFORMATION**

2.3.1 Existing Services

2.3.2 Existing Buildings

2.3.3 Environmental Restrictions

## 2.3 **SITE INFORMATION**

### 2.3.1 **EXISTING SERVICES**

All areas within which the Contractor is required to undertake maintenance operations are serviced with the full range of civil, electrical and communication services, most of which are below ground. The Contractor will be issued with drawings showing the positions of the services that are included in the scope of work that comprises his contract. He will be required to determine the position of all other known services which may be affected by his work, by consultation with the Engineer.

### 2.3.2 **EXISTING BUILDINGS**

Numerous buildings exist within the area in which the Contractor is required to undertake maintenance operations. Should the Contractor require drawings of any existing building to enable him to undertake his activities on site, then he shall request these from the Engineer, who will make the necessary arrangements with the ELIDZ or other consultants for the provision of the record drawings for these buildings.

### 2.3.3 **ENVIRONMENTAL RESTRICTIONS**

Certain areas within the ELIDZ have been designated as “Environmentally sensitive areas”. Drawings indicating the location and extent of these areas can be obtained by request from the Engineer. Under no circumstances shall the Contractor enter or use these areas for any purpose whatsoever, without the specific written approval of the Engineer.

### 2.3.4 **POPIA**

By submitting this tender, the bidder hereby consents to providing the ELIDZ with personal information as provided in the Protection of Personal Information Act 2013 (POPIA).

The ELIDZ undertakes to:

1. It will take all reasonable steps and precautions to preserve the integrity of bidders Personal Information and to prevent any corruption or loss of such data.
2. It will not do any of the following: copy, compile, collect, collate, process, store, transfer, alter, delete, interfere with or in any other manner use the bidders Personal Information as described in the Act for any purpose other than with the express prior written consent of the bidder.
3. Utilize the personal information provided for the purposes of assessment of the tender submitted by the bidder and contracting with the successful bidder as the case may be.
4. It will immediately inform the bidder in writing if any Personal Information relating to it has been compromised. The ELIDZ undertakes to immediately inform the bidder in writing as to how it will manage such compromise and what steps will be taken to rectify the situation.
5. Due and reasonable care of the bidders personal information and not to share the said personal information with any third party unless you have authorised such disclosure or the release of such information is required by law.
6. At all times strictly comply with its obligations under Data Protection Legislation.
7. Subject to legislative, regulatory, contractual and other legitimate conditions, the respective bidder has certain rights in terms of how their information is processed. The bidder can request access to information or guidance on how to lodge a complaint from or direct a

request to exercise afforded rights to the ELIDZ Information Officer, or his/her deputy/ies, or the Information Regulator.

8. It will maintain guidelines, policies or procedures for the retention or destruction of data and will retain it only as long as necessary for the identified purposes or to meet legal requirements or policies.
9. It shall implement and maintain, at its cost and expense, appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction of Personal Information and unlawful access to or Processing of Personal Information.

The ELIDZ shall not incur any liability for costs, loss or damage arising from the use of inaccurate or incomplete data provided by or on behalf of the bidder.

# APPENDICES

## **APPENDIX A**

# **ELIDZ Occupational Health and Safety Specification**

# **APPENDIX B**

# **ELIDZ CEMP**

## **APPENDIX C**

# **ELIDZ GUIDELINES FOR COMPLETION OF SUPPLIER DEVELOPMENT BID DOCUMENT (If applicable)**