#### **REQUEST FOR PROPOSALS**

YOU ARE HEREBY INVITED TO SUBM SOUTHERN AFRICA LIMITED	IT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF
BID NUMBER:  COMPULSARY SITE INSPECTION	RFP242/2022  Site inspection will take place at the DBSA campus situated at 1258  LEVER ROAD, HEADWAYHILL, MIDRAND. Bidders must advise of their attendance by sending an email to tebogoSCM@dbsa.org and tebogoS2@dbsa.org two (2) working days before the site inspection meeting to be invited.  20 SEPETMEBER 2022 FROM 10H00-11H00 AM
CLOSING DATE:	30 September 2022
CLOSING TIME:	23H55 via ONE DRIVE LINK
VALIDITY PERIOD:	120 days
DESCRIPTION OF BID:	Replacement of Fire Pump Pipes System
BID SUBMISSIONS ELECTRONICALLY:	<ol> <li>Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to tebogoSCM@dbsa.org - ONLY</li> <li>No - Tender Submission Link requests will be accepted after 16h00 on the 27 September 2022 Any requests after the stipulated date and time will be disregarded.</li> <li>Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.</li> <li>Bidders who have received submission Links that have errors, will be provided with new Links for use.</li> </ol>
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption. Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33
Email : dbsa@whistleblowing.co.za
Free Post KZN 665 | Musgrave | 4062
SMS : 33490

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#### **PART A**

#### **INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED ("DBSA")

BID NUMBER: RFP242/2022

CLOSING DATE: 30 September 2022

CLOSING TIME: 23H55

**DESCRIPTION: Replacement of Fire Pump Pipes System** 

The successful Bidder will be required to conclude a service level agreement with the DBSA

Bidders should ensure that Bids are submitted timeously and to the correct One Drive link provided by the SCM Official. If the Bid is late, it will not be considered for evaluation.

The One Drive link provided will be valid till 23H55 on the closing date.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT, WHICH ARE SET OUT IN PART C OF THIS DOCUMENT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED).

BIDDERS THAT ARE UNINCORPORATED CONSORTIA CONSISTING OF MORE THAN ONE LEGAL ENTITY MUST SELECT A LEAD ENTITY AND FURNISH THE DETAILS OF THE LEAD ENTITY, UNLESS OTHERWISE SPECIFIED.

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:	
POSTAL ADDRESS:	
STREET ADDRESS:	
CONTACT PERSON (FULL NAME):	

EMAIL ADDRESS:			
TELEPHONE NUMBER:			
FAX NUMBER:			
BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM			
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM			
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED?	YES	NO	
[TICK APPLICABLE BOX]  IF YES, WHO ISSUED THE CERTIFICATE?			
REGISTERED WITH THE NATIONAL TREASURY CSD	YES	NO	
[TICK APPLICABLE BOX]			
CSD REGISTRATION NUMBER			
TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS			

## **PART B**

1.1.	1 ARE YOU THE ACCREDITED	☐Yes ☐No		
	REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS	IIE VEG ENGLOCE PROOF!		
	OFFERED?	[IF YES ENCLOSE PROOF]		
1.1.	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS	□Yes □No		
	OFFERED?	[IF YES ANSWER PART B:3 BELOW]		
1.1.	.3 SIGNATURE OF BIDDER			
1.1.	3 SIGNATURE OF BIDDER			
1.1. 1.1.				
1.1.	5 FULL NAME OF AUTHORISED REPRESENTATIVE			
1.1.				
	SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TEF	RMS AND CONDITIONS FOR BIDD	ING		
1.	BID SUBMISSION:			
1.1.	BIDS MUST BE SUBMITTED VIA ONE DRIVE LINK CONSIDERATION.	. LATE BIDS WILL NOT BE ACCEPTED FOR		
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORM	IS PROVIDED- (NOT TO BE RE-TYPED) OR ONLINE		
1.3.	.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.			
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.			
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUR PREFERENTIAL PROCUREMENT REGULATIONS, 2017, AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPE	THE GENERAL CONDITIONS OF CONTRACT (GCC)		
2.	TAX COMPLIANCE REQUIREMENTS			
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX	OBLIGATIONS.		
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PL BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW			
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) 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	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.			
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.			
2.6	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 BIDDER A RESIDENT OF THE REPUBLIC OF SOU	TH AFRICA (RSA)? YES NO		
3.2.		YES NO		

3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
CON	HE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREME PLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICALS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

#### **PART C**

# CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

#### Please adhere to the following instructions

- Tick in the relevant block below
- Ensure that the following documents are completed and signed where applicable:
- Use the prescribed sequence in attaching the annexes that complete the Bid Document

**NB:** Should all these documents not be included, the Bidder may be disqualified on the basis of non-compliance

YES	NO	
		Bid document (clearly marked as <b>FOLDER 1</b> and <b>FOLDER 2</b> ); separated into <b>FOLDER 1</b> – Pre - Qualifying documents and functional proposal <b>FOLDER 2</b> – Financial proposal
		(FAILURE TO COMPLY WILL RESULT IN YOUR BID BEING DISQUALIFIED)
		Part A: Invitation to Bid
		Part B: Terms and Conditions of Bidding
		Part C: Checklist of Compulsory Returnable Schedules and Documents
		Part D: Conditions of Tendering and Undertakings by Bidders
		Part E: Specifications/Terms of Reference

	Annexure A: Price Proposal Requirement – FOLDER 2
	Annexure B: SBD4 Declaration of Interest
	Annexure C: SBD6.1 and B-BBEE status level certificate
	Annexure D: SBD8: Declaration of Bidder's Past Supply Chain Practices
	Annexure E: SBD9: Certificate of Independent Bid Determination
	Annexure F: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
	Annexure G: Certified copies of latest share certificates, in case of a company.
	Annexure H: (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.
	<b>Annexure I</b> Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.
	Annexure J: General Condition of Contract
	Annexure K: CSD Tax Compliance Status and Registration Requirements Report

#### **PART D**

#### CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

#### 1. **DEFINITIONS**

In this Request for Proposals, unless a contrary intention is apparent:

- 1.1 B-BBEE means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- **1.2 B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 B-BBEE status level of contributor means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2017.
- **1.4** Business Day means a day which is not a Saturday, Sunday or public holiday.
- **1.5 Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- **1.6 Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- **1.7 Companies Act** means the Companies Act, 2008.
- 1.8 Compulsory Documents means the list of compulsory schedules and documents set out in Part B.
- **1.9 Closing Time** means the time, specified as such under the clause 0 (Bid Timetable) in Part C, by which Tenders must be received.
- **1.10 DBSA** means the Development Bank of Southern Africa Limited.
- **1.11 DFI** means Development Finance Institution.

- **1.12 Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- **1.13 Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.14 Intellectual Property Rights includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- **1.15 PFMA** means the Public Finance Management Act, 1999.
- **1.16 PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- **1.17 PPPFA Regulations** means the Preferential Procurement Regulations, 2017 published in terms of the PPPFA.
- **1.18 Pre-Qualifying Criteria** means the criteria set out in clause of this Part C.
- **1.19 Price and Preferential Points Assessment** means the process described in clause 0 of this Part C, as prescribed by the PPPFA.
- 1.20 Proposed Contract means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- **1.21 Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- **1.22 SARS** means the South African Revenue Service.
- **1.23 Services** means the services required by the DBSA, as specified in this RFP Part D.
- **1.24 SLA** means service level agreement.
- **1.25 SOE** means State Owned Enterprise, as defined by the Companies' Act.
- **1.26 Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- **1.27 State** means the Republic of South Africa.
- **1.28 Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 Tendering Process means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- **1.30 Website** means a website administered by DBSA under its name with web address <a href="https://www.dbsa.org">www.dbsa.org</a>

#### 2. INTERPRETATIONS

In this RFP, unless expressly provided otherwise a reference to:

2.1 "includes" or "including" means includes or including without limitation; and

**2.2** "R" or "Rand" is a reference to the lawful currency of the Republic of South Africa.

#### 3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to: -

DBSA Supply Chain Management Unit

Email: tebogos2@dbsa.org

No questions will be answered telephonically.

#### **BID TIMETABLE**

This timetable is provided as an indication of the timing of the tender process. It is indicative only and subject to change by the DBSA. Bidders are to provide proposals that will allow achievement of the intended commencement date.

Activity	Date
Advertisement of tender	14 / 09 / 2022
RFP document available	14 / 09 / 2022
COMPULSARY SITE INSPECTION	Site inspection will take place at the DBSA campus
	situated at 1258 LEVER ROAD, HEADWAYHILL,
	MIDRAND. Bidders must advise of their attendance by
	sending an email to tebogoSCM@dbsa.org and
	tebogoS2@dbsa.org two (2) working days before the
	site inspection meeting to be invited.
	20 SEPETMEBER 2022 FROM 10H00-11H00 AM
Closing date for tender enquiries	27 / 09 / 2022 at 16h00
Closing date and time	30 / 09 / 2022 at 23h55
Intended completion of evaluation of	ТВА
tenders	
Intended formal notification of	ТВА
successful Bidder(s)	
Signing of Service Level Agreement	ТВА
Effective date	ТВА

#### 4. SUBMISSION OF TENDERS

#### **ELECTRONICALLY**

- i. Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to <a href="mailto:tebogoscm@dbsa.org">tebogoscm@dbsa.org</a> ONLY
- ii. No Tender Submission Link requests will be accepted after 16h00 on the 27 September 2022. Any requests after the stipulated date and time will be disregarded.
- **iii.** Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.
- iv. Bidders who have received submission Links that have errors, will be provided with new Links for use.

#### 5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

- **5.1** Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.
- **5.2** All persons (whether or not a participant in this tender process) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.
- **5.3** All Bidders are deemed to accept the rules contained in this RFP Part C.
- **5.4** The rules contained in this RFP Part C apply to:
  - **5.4.1** The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
  - **5.4.2** the Tendering Process; and
  - **5.4.3** any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

#### 6. STATUS OF REQUEST FOR PROPOSAL

This RFP is an invitation for person(s) to submit a proposal(s) for the provision of the services as set out in the Specification contained in this RFP. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights. No binding contract or other understanding for the supply of services will exist between the DBSA and any Bidder unless and until the DBSA has executed a formal written contract with the successful Bidder.

#### 7. ACCURACY OF REQUEST FOR PROPOSAL

- 7.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 7.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).
- **7.3** Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

#### 8. ADDITIONS AND AMENDMENTS TO THE RFP

- **8.1** The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- **8.2** If the DBSA exercises its right to change information in terms of clause 9.1, it may seek amended Tenders from all Bidders.

#### 9. REPRESENTATIONS

No representations made by or on behalf of the DBSA in relation to this RFP will be binding on the DBSA unless that representation is expressly incorporated into the contract ultimately entered between the DBSA and the successful Bidder.

#### 10. CONFIDENTIALITY

All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP or the Tendering Process must keep the contents of the RFP and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFP.

#### 11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

- **11.1** All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.
- **11.2** All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to tebogoscm@dbsa.org
- **11.3** Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).
- 11.4 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
- 11.5 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.

- **11.6** In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).
- **11.7** A Bidder may, by notifying the Tender Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

11.8

#### 12. UNAUTHORISED COMMUNICATIONS

- 12.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Officer. Nothing in this clause 12 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.
- **12.2** Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

#### 13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

- **13.1** Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.
- **13.2** The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
- **13.3** Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

#### 14. ANTI-COMPETITIVE CONDUCT

- **14.1** Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
  - **14.1.1** the preparation or lodgement of their Bid
  - **14.1.2** the evaluation and clarification of their Bid; and
  - **14.1.3** the conduct of negotiations with the DBSA.
- 14.2 For the purposes of this clause 14, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.

14.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

#### 15. COMPLAINTS ABOUT THE TENDERING PROCESS

- **15.1** Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, (scmqueries@dbsa.org)
- **15.2** The written complaint must set out:
  - **15.2.1** the basis for the complaint, specifying the issues involved;
  - **15.2.2** how the subject of the complaint affects the organisation or person making the complaint;
  - **15.2.3** any relevant background information; and
  - **15.2.4** the outcome desired by the person or organisation making the complaint.
- **15.3** If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.

#### 16. CONFLICT OF INTEREST

- 16.1 A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the DBSA and the Bidder's interests during the Tender Process.
- 16.2 The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.
- **16.3** The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.

#### 17. LATE BIDS

- **17.1** Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.
- 17.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can

clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.

17.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 17.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

#### 18. BIDDER'S RESPONSIBILITIES

- **18.1** Bidders are responsible for:
  - **18.1.1** examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;
  - **18.1.2** fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;
  - **18.1.3** ensuring that their Bids are accurate and complete;
  - 18.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
  - 18.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
  - **18.1.6** submitting all Compulsory Documents.
- **18.2** Bidders with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.
- 18.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the

- applicable notices published by the Department of Trade and Industry in the Government Gazette.
- **18.4** The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.
- **18.5** Failure to provide the required information may result in disqualification of the Bidder.

#### 19. PREPARATION OF BIDS

- **19.1** Bidders must ensure that:
  - **19.1.1** their Bid is submitted in the required format as stipulated in this RFP; and
  - **19.1.2** all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.
- **19.2** The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.
- **19.3** Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 19.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid or be included in a general statement of the Bidders usual operating conditions.
- **19.5** An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

#### 20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- **20.1** Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- **20.2** The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
- 20.3 The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the Tendering Process.

#### 21. OBLIGATION TO NOTIFY ERRORS

If, after a Bidder's Response has been submitted, the Bidder becomes aware of an error in the Bidders Response (including an error in pricing, but excluding clerical errors which

would have no bearing on the evaluation of the Bid), the Bidder must promptly notify the DBSA of such error.

#### 22. RESPONSIBILITY FOR BIDDING COSTS

- **22.1** The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.
- **22.2** The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:
  - 22.2.1 the Bidder is not engaged to perform under any contract; or
  - **22.2.2** the DBSA exercises any right under this RFP or at law.

#### 23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

- **23.1** All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:
  - **23.1.1** as required by law;
  - for the purpose of investigations by other government authorities having relevant jurisdiction;
  - 23.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

#### 24. USE OF BIDS

- **24.1** Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.
- **24.2** Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

#### 25. BID ACCEPTANCE

All Bids received must remain open for acceptance for a minimum period of 120 (One hundred and Twenty) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

#### 26. EVALUATION PROCESS

**26.1** The Bids will be evaluated and adjudicated as follows:

#### 26.1.1 FIRST STAGE - RESPONSIVENESS

# A. Tenderers who do not adhere to those criteria listed a PRE-QUALIFIER, will be disqualified immediately.

Re	sponsiveness Criteria	Prequalifying Criteria	Applicable to this Tender (Y/N)	Bidder to indicate Compliance (Y/N)
	Adherence in submitting Tender as two-stage folders:			
1	Folder 1: Pre-qualifiers and functionality proposal	Pre-Qualifier	Y	
	Folder 2: Financial proposal			
2	Attendance register for Compulsory Briefing session	Pre-Qualifier	Y	
3	Full Compliance with SBD6.2 Local Content & applicable Annexure	Pre-Qualifier	Υ	
	Proof of Registration with a recognized professional body/ institution,			
	relevant to tender requirement (To be determined in line with Tender			
	Requirement)			
	−The Occupational Safety Act of 1983.			
4	−SANS 10400 The application of the National Building Regulations.			
4	-ASIB 12th Edition Code of Practice.	Pre-Qualifier	Y	
	-Requirements of the Authority Having Jurisdiction (AHJ).			
	-Statutory Emergency signage to SANS 1186			
	Bidders to provide certified copies of the above-mentioned certificates			
	and/or licenses			
5	Provide proof of compensation liability cover (COIDA).	Pre-Qualifier	N	

**B.** Tenderers who do not adhere to the indicated response time for clarifications requested by the Employer will be deemed to be non-responsive and their submissions will not be evaluated further.

Re	sponsiveness Criteria	Clarification Time	Applicable to this Tender (Y/N)	Bidder indicate Compliance (Y/N)	to
5	Standard conditions of tender as required.	48 hours	Υ		
6	Returnable documents completed and signed.	48 hours	Υ		

7	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: - Bidder must be fully registered & compliant in order to do business with the DBSA.	48hours	Y	
8	A valid and active Tax Compliance Status Pin issued by SARS.	48 hours	Υ	
9	Valid original/ certified letter of good standing (COIDA).	48 hours	Y	

## 26.1.2 <u>SECOND STAGE – FUNCTIONAL EVALUATIONS</u>

## **Evaluation Criteria**

Sub-Criteria	Description	Weightings
Company must have five or more years' experience in fire sprinkler systems, Annunciator panel, Diesel controller fire pumps and engine.	<ul> <li>Provide a detailed company profile indicating experience in the following services. Supply Installation and commissioning of fire sprinkler systems and commissioning completed within the last five years.</li> <li>Please Note: A profile must indicate a list of five or more projects in relation to fire sprinkler in the last five years.</li> <li>Experience: 5 or more projects = 10 points         <ul> <li>3 to 4 projects = 7 points</li> <li>1 to 2 projects = 0 points</li> </ul> </li> </ul>	10
	<ul> <li>Please Note: Required reference letters must be on the relevant company letterhead, indicating, duration of work. References provided in a list format and purchase order will not be recommended.</li> <li>4 or more references = 15 points</li> <li>3 references = 10 points</li> <li>2 references = 5 points</li> </ul>	15
Qualifications, experience, and Capacity	Provide a detailed CV supported by membership certificates and qualifications cited in the profile of the site personnel. The CV's provided must indicate experience in Fire sprinkler systems.	

Sub-Criteria	Description	Weightings
Degree or diploma in Mechanical or Electrical field Professional body / accreditation / affiliation: ASIB registered No. of years' experience: at least 15 years in the relevant field	<ul> <li>Engineer with relevant a degree/diploma and 15 years or more experience = 25</li> <li>Engineer with relevant with a degree/diploma and 10 to 14 years' experience = 20</li> <li>Engineer with a degree/diploma and 5 to 9 years' experience = 10</li> <li>Engineer with degree/diploma and 1 to 4 years' experience = 5</li> </ul>	25
No. of years' experience: at least 15 years in the relevant field fire sprinkler system.	<ul> <li>Technician with more than 15 years' experience = 20 points</li> <li>Technician 10 to 14 years' experience and accredited = 14 pints</li> <li>Technician with 5 to 9 years' experience = 10 points</li> <li>Technician with 1 to 4 years' experience = 7 points</li> </ul>	20
Registered Safety Officer Degree or diploma in the relevant field  Professional body / accreditation / affiliation: NIOH (National Institute of Occupational Health) or other relevant accreditation.	<ul> <li>Registered safety rep with 5 years' experience and more with a degree or diploma = 20 points</li> <li>Registered safety rep with 3-4 years' experience in the with diploma = 14 points</li> <li>Safety rep with 1-2 years' experience with Program certificate = 10 points</li> </ul>	20
No. of years' experience: minimum 5 years in the relevant field		
Project Plan and timelines SHEQ plan.	<ul> <li>Provide a detailed project plan and timelines = 5 points</li> <li>Provide SHEQ plan = 5 points</li> <li>No detailed project and no SHEQ plan = 0 points</li> </ul>	10
Total		100

## Reservations

#### The DBSA expressly reserves the following rights:

- To waive any or all irregularities in the proposal submitted.
- To negotiate price with the selected service provider

C. Only bids which satisfy the following eligibility criteria will be evaluated further (Price and Preference).

#### 26.2 THIRD STAGE: PRICE AND PREFERENTIAL POINTS ASSESSMENT

26.2.1 The Third stage of evaluation of the Bids will be in respect of price and preferential procurement only. Points will be allocated to Bidders at this stage of the evaluation in accordance with the PPPFA and the PPPFA Regulations, as follows:

Price points 80

Preferential procurement points 20

#### 26.2.2 Price points

The following formula will be used to calculate the points for price:

Ps = 80(1-(Pt-Pmin)/Pmin)

Where:

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and Pmin = Comparative price of lowest acceptable tender or offer.

#### 26.2.3 Preferential procurement points

A maximum of 20 points may be awarded in respect of preferential procurement, which points must be awarded to a tenderer for attaining their B-BBEE Status Level in accordance with the table below:

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

An unincorporated trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Bid.

#### 26.2.4 Total

The total points scored by each Bidder will be calculated by adding the points scored for price (out of 80) to the points scored for preferential procurement (out of 20).

The successful Bidder will be the Bidder which has the highest total points (out of 100) for both price and preferential procurement (unless there is a basis for selecting a different successful Bidder in accordance with section 2(1)(f) of the PPPFA).

NB: Bidders are required to submit, as Annexure J to their Bids, any documentation which supports the responses provided in respect of the Eligibility Criteria below.

#### 27. STATUS OF BID

- **27.1** Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.
- **27.2** A Bid must not be conditional on:
  - **27.2.1** the Board approval of the Bidder or any related governing body of the Bidder being obtained;
  - the Bidder conducting due diligence or any other form of enquiry or investigation;
  - **27.2.3** the Bidder (or any other party) obtaining any regulatory approval or consent;
  - **27.2.4** the Bidder obtaining the consent or approval of any third party; or
  - 27.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- **27.3** The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
- **27.4** The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

#### 28. CLARIFICATION OF BIDS

**28.1** The DBSA may seek clarification from and enter discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is

- sought or discussions are had in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.
- **28.2** The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

#### 29. DISCUSSION WITH BIDDERS

- **29.1** The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.
- **29.2** As part of the evaluation of this Bid, DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.
- 29.3 The DBSA is under no obligation to undertake discussions with, and Bidders.
- **29.4** In addition to presentations and discussions, the DBSA may request some or all Bidders to:
  - **29.4.1** conduct a site visit, if applicable;
  - **29.4.2** provide references or additional information; and/or
  - **29.4.3** make themselves available for panel interviews.

#### 30. SUCCESSFUL BIDS

- 30.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.
- **30.2** The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- **30.3** A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

#### 31. NO OBLIGATION TO ENTER INTO CONTRACT

31.1 The DBSA is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of the DBSA, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For

- the avoidance of any doubt, in these circumstances the DBSA will be free to proceed via any alternative process.
- **31.2** The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

#### 32. BIDDER WARRANTIES

- **32.1** By submitting a Bid, a Bidder warrants that:
  - it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
  - it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
  - it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
  - **32.1.4** it accepts and will comply with the terms set out in this RFP; and
  - 32.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

#### 33. DBSA'S RIGHTS

- **33.1** Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:
  - cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
  - **33.1.2** alter the structure and/or the timing of this RFP or the Tendering Process;
  - **33.1.3** vary or extend any time or date specified in this RFP
  - **33.1.4** terminate the participation of any Bidder or any other person in the Tendering Process;
  - **33.1.5** require additional information or clarification from any Bidder or any other person;
  - **33.1.6** provide additional information or clarification;
  - **33.1.7** negotiate with any one or more Bidder:
  - **33.1.8** call for new Bid;
  - **33.1.9** reject any Bid received after the Closing Time; or
  - to split the award based on the value for money, stock availability and lead time to delivery;
  - **33.1.11** reject any Bid that does not comply with the requirements of this RFP.

#### 34. GOVERNING LAWS

- **34.1** This RFP and the Tendering Process are governed by the laws of the Republic of South Africa.
- **34.2** Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.
- **34.3** All Bids must be completed using the English language and all costing must be in South African Rand.

#### 35. MANDATORY QUESTIONS

**35.1** Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a √ or an X) regarding compliance with the requirements. Where necessary, the Bidders shall substantiate their response to a specific question.

NOTE: It is mandatory for Bidders to complete or answer this part fully; failure to do so result the Bid being treated as incomplete and the Bid may be disqualified.

#### 35.1.1

This Bid is subject to the General Conditions of Contract stipulated in this RFP document.	Comply/Accept	Do not comply/Do not accept

#### 35.1.2

The laws of the Republic of South Africa shall govern	Comply/Accept	
this RFP and the Bidders hereby accept that the courts		comply/Do not accept
of the Republic of South Africa shall have the		•
jurisdiction.		

The D	BSA shall not be liable for any costs incurred by Comply/Accep	t Do	not
the B	dder in the preparation of response to this RFP.	comp	ly/Do
The p	preparation of response shall be made without	not ac	ccept

obligation to acquire any of the items included in any Bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.		
35.1.4		
The DBSA may request written clarification or further information regarding any aspect of this proposal. The Bidders must supply the requested information in	Comply/Accept	Do not comply/Do not accept
writing within two working days after the request has been made, otherwise the proposal may be disqualified.		
35.1.5		
In the case of Consortium, Joint Venture or subcontractors, Bidders are required to provide copies of signed agreements stipulating the work split and	Comply/Accept	Do not comply/Do not accept
Rand value. 35.1.6		
	Comply/Accept	Do not
In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide	Comply/Accept	Do not comply/Do
mandatory documents as stipulated in Part C:		not accept
Checklist of Compulsory Returnable Schedules and		пот ассерт
Documents of the Tender Document.		
35.1.7		
The DBSA reserves the right to; cancel or reject any	Comply/Accept	Do not
proposal and not to award the proposal to the lowest		comply/Do
Bidder or award parts of the proposal to different		not accept
Bidders, or not to award the proposal at all.		
35.1.8		
Where applicable, Bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	Comply/Accept	Do not comply/Do not accept
25.4.0		

By submitting a proposal in response to this RFP, the	Comply/Accept	Do not
Bidders accept the evaluation criteria as it stands.		comply/Do
		not accept
35.1.10	<u> </u>	
Where applicable, the DBSA reserves the right to run	Comply/Accept	Do not
benchmarks on the requirements equipment during the		comply/Do
evaluation and after the evaluation.		not accept
		_
35.1.11		
The DBSA reserves the right to conduct a pre-award	Comply/Accept	Do not
survey during the source selection process to evaluate		comply/Do
contractors' capabilities to meet the requirements		not accept
specified in the RFP and supporting documents.		not accept
35.1.12		
	Comply/Accept	Do not
Only the solution commercially available at the	Comply/Accept	Do not
proposal closing date shall be considered. No Bids for		comply/Do
future solutions shall be accepted.		not accept
35.1.13	1 -	
The Bidder should not qualify the proposal with own	Comply/Accept	Do not
conditions.		comply/Do
Caution: If the Bidder does not specifically withdraw its		not accept
own conditions of proposal when called upon to do so,		
the proposal response shall be declared invalid.		
35.1.14		
Delivery of and acceptance of correspondence	Comply/Accept	Do not
between the DBSA and the Bidder sent by prepaid		comply/Do
registered post (by air mail if appropriate) in a correctly		not accept
addressed envelope to either party's postal address or		
address for service of legal documents shall be		
deemed to have been received and accepted after (2)		
two days from the date of postage to the South African		
Post Office Ltd.		
	1	ı

Should the parties at any time before and/or after the	Comply/Accept	Do not
award of the proposal and prior to, and-or after		comply/Do
conclusion of the contract fail to agree on any significant		not accept
product price or service price adjustments, change in		
technical specification, change in services, etc. The		
DBSA shall be entitled within 14 (fourteen) days of such		
failure to agree, to recall the letter of award and cancel		
the proposal by giving the Bidder not less than 90		
(ninety) days written notice of such cancellation, in		
which event all fees on which the parties failed to agree		
increases or decreases shall, for the duration of such		
notice period, remain fixed on those fee/price applicable		
prior to the negotiations.		
Such cancellation shall mean that the DBSA reserves		
the right to award the same proposal to next best		
Bidders as it deems fit.		

## 35.1.16

In the case of a consortium or JV, each of the	Comply/Accept	Do not
authorised enterprise's members and/or partners of the		comply/Do
different enterprises must co-sign this document.		not accept

## 35.1.17

Any amendment or change of any nature made to this	Comply/Accept	Do not
RFP shall only be of force and effect if it is in writing,		comply/Do
signed by the DBSA signatory and added to this RFP		not accept
as an addendum.		

## 35.1.18

Failure or neglect by either party to (at any time)	Comply/Accept	Do not
enforce any of the provisions of this proposal shall not,		comply/Do not
in any manner, be construed to be a waiver of any of		accept
that party's right in that regard and in terms of this		
proposal. Such failure or neglect shall not, in any		
manner, affect the continued, unaltered validity of this		
proposal, or prejudice the right of that party to institute		
subsequent action.		

Bidders who make use of subcontractors:	Comply/Accept	Do	not
		comply/Do	not
		accept	
1. It is the responsibility of the Bidder to select competent			
subcontractors that meet all the tender requirements			
stipulated in this tender document.			
2. The Bidder shall be responsible for all due diligence of			
the selected subcontractors and will be held liable for any			
non-performance of the subcontractor.			
3. Bidders are required to provide documentation (such			
as BBBEE Certificate/Sworn Affidavit, Valid or Active Tax			
Compliance Status Pin Issued by SARS, CSD Summary			
Report, Valid or Active CIDB Certificate etc.) for the			
relevant subcontractor as a minimum in support of the			
subcontracting arrangement.			
4. Subcontracting must not contradict any Regulation or			
Legislation.			
5. No separate contract shall be entered into between the			
DBSA and any such subcontractors. Copies of the signed			
agreements between the relevant parties must be			
attached to the proposal responses.			
35.1.20	ı		

All services supplied in accordance with this proposal	Comply/Accept	Do	not
must be certified to all legal requirements as per the		comply/Do	not
South African law.		accept	

No interest shall be payable on accounts due to the	Comply/Accept	Do	not
successful Bidder in an event of a dispute arising on		comply/Do	not
any stipulation in the contract.		accept	

Evaluation of Bids shall be performed by an evaluation	Comply/Accept	Do not	
panel established by the DBSA.		comply/Do not	
		accept	

25 1 22	
(according to the PPPFA Regulations) is 20.	
claimed for B-BBEE status level of contributor	
maximum number of preference points that may be	
of points that may be scored for price is 80, and the	
each Bidder, on the basis that the maximum number	
preference evaluation, points shall be allocated to	
in the RFP. For Bids considered for price and	
to the required specifications (functionality) as outlined	
Bids shall be evaluated on the basis of conformance	

If the successful Bidder disregards contractual	Comply/Accept	Do not
specifications, this action may result in the termination		comply/Do
of the contract.		not accept

## 35.1.24

The Bidders' response to this Bid, or parts of the	Comply/Accept	Do not	
response, shall be included as a whole or by reference		comply/Do not	
in the final contract.		accept	

## 35.1.25

Should the evaluation of this Bid not be completed	Comply/Accept	Do not
within the validity period of the Bid, the DBSA has		comply/Do not
discretion to extend the validity period.		accept

## 35.1.26

Upon receipt of the request to extend the validity period	Comply/Accept	Do not
of the Bid, the Bidder must respond within the required		comply/Do
time frames and in writing on whether or not he agrees		not accept
to hold his original Bid response valid under the same		
terms and conditions for a further period.		

Should the Bidder change any wording or phrase in this	Comply/Accept	Do not
document, the Bid shall be evaluated as though no		comply/Do
change has been effected and the original wording or		not accept
phrasing shall be used.		

Tax Compliance Status either on CSD National Treasury Database or SARS eFiling System as a Condition for Appointment/Award of the Bid.	Comply/Accept	Do not comply/Do not accept	
This requirement is mandatory and has to be satisfied			ì
by the successful bidder. The successful bidder must			Ì
be tax compliant prior to appointment/award of the bid			ĺ
as no bid will be awarded to persons who are not tax			1
compliant.			Ì

Company registration with CSD National	Comply/Accept	Do not
Treasury Database as a Condition for Appointment/Award of the Bid.		comply/Do
Appointment/Award of the Bid.		not accept
This requirement is mandatory and has to be satisfied		
by the successful bidder. The successful bidder must		
be registered on the CSD National Treasury site prior		
to appointment/award of the bid.		

The following will be grounds for disqualification:	Comply/Accept	Do not
<ul> <li>Unsatisfactory performance under a previous public contract in the past 5 years, provided that notice of such unsatisfactory performance has been given to the bidder; and/or</li> </ul>		comply/Do not accept
The bidder or any of its directors have committed a corrupt or fraudulent act in competing for the appointment; and/or		
The bidder or any of its directors have been convicted of fraud or corruption in the last 5 years; and/or		
The bidder or any of its directors have been listed in the Register for Tender Defaulters under section 9 of the Prevention and Combating of Corrupt Activities Act; and/or		
Bids received after the stipulated closure time will be immediately disqualified; and/or		
Bidders whom have recently completed or currently performing, or to commence work on specific categories of services may be excluded to enable the Bank to manage its concentration risk. This threshold is currently set at R10 million for consultancy services.		

Signature(s) of Bidder or assignee(s)	Date
Name of signing person (in block letters)	
Capacity	
Are you duly authorized to sign this Bid?	
Name of Bidder (in block letters)	
Postal address (in block letters)	

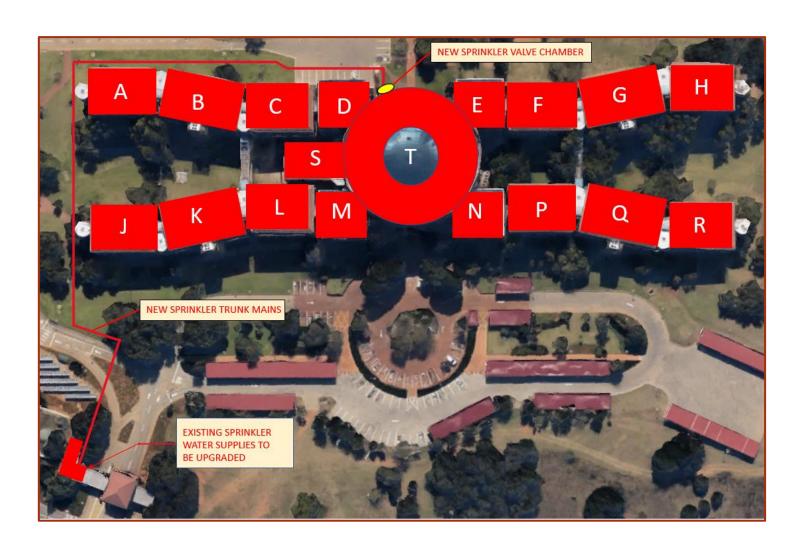
Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)
Telephone Number:FAX number
Cell Number:
Email Address

#### **PART E**

THE TERMS OF REFERENCE AND SCOPE OF WORK FOR REPLACEMENT OF FIRE PUMP PIPES SYSTEM.

# DEVELOPMENT BANK OF SOUTHERN AFRICA

FIRE SPRINKLER SYSTEM INSTALLATION



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## **SECTION 1 – DETAILED TECHNICAL SPECIFICATION**

Part A General

Part B Automatic sprinkler system and associated equipment

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### 1.B.1

### 1.B.2Part A – General

### 1.A.1.Contract

The Contract under the Automatic Sprinkler system consists of stripping out, as well as removal from site; the existing sprinkler system materials piping and supports. A new design sprinkler system inclusive of piping to be supplied and installed to [A.S.I.B 12<sup>th</sup> Edition] for the automatic sprinkler system to the Basement, Main Office Blocks, Ground, First and Second Floors areas. The existing water supplies would need to be upgraded to suit the 12<sup>th</sup> edition, and life safety requirements including new piping / equipment valves / panels. The new puddle flanges, pump plinth details will be required, the current water sprinkler tank requires investigation to confirm that it is sub divided and would meet the Qmax required for the sprinkler system.

### \*\*Automatic sprinkler

The Automatic Sprinkler System: Planned builders work, requirements to be issued on drawings, and sleeve positions marked up on site, for approval by the Clients Engineer; prior to any core drilling or openings been made. The plan is to remove and upgrade the entire sprinkler system over a period of c 16 months. This is inclusive of the upgrade of the water supplies, however there is an allowance to have the piping checked by 'Firelab' or similar test facility in accordance with the A.S.I.B standards. We have therefore included costs for this procedure, as well as a sprinkler rate per sprinkler point to plug, move/reposition, as well as addition new sprinklers as maybe required; should the system piping be deemed acceptable. The scope of works is inclusive of supply, delivery, installation, connection, testing and commissioning of the sprinkler system piping, supports and all valves / auxiliary equipment per A.S.I.B criteria and approvals. This includes compiling of final shop drawings based on site co-ordination of existing mechanical and other services. Variations will not be entertained; based on site clashes with other services, the installing contractor must review their prelim design drawings carefully on site and make allowances for any adjustments; due to potential installation obstructions due to existing services and or existing structural elements including any, and all potential requirements for safe installation methods in terms of the OHS act ,complete and including pressure testing; pre-test and commission on site, as well as final commissioning ,training and handover onsite to the acceptance and approval of the Fire Engineer / Representative and or the Client.

The proposal would be to raise the current sprinkler tank if needed. The sprinkler contractor would need to complete the investigation and report including the hydraulic sprinkler calculations, so that an informed decision can be made to modify the current tank or build a new tank. New trenching and backfilling inclusive of making good, to match the current finish for the new 150Ømm trunk main supply.

The premises are located at 1258 Level Road, Headway, Midrand 2, Johannesburg.

The extent of the automatic sprinkler system is shown on the diagrams/drawings included. Any special risk applications i.e., Server Rooms, Transformer units, Gas bottle storage, Switch gear rooms. These could be added later to the scope of works once the subcontractor has established site and risk inspections are carried out to confirm A.S.I.B requirements to these areas. Any items that would not satisfy the A.S.I.B requirements and certification must be raised and addressed for the Client's attention as soon as possible once the subcontractor starts the onsite works.

The upgrade water supplies for the automatic sprinkler system will consist of a duplicate pumped water supply for life safety applications, including a sub divided water storage tank with a combined estimated gross capacity of 160 000m<sup>3</sup>. The upgraded water supplies will be located at the existing sprinkler tank area indicated in accordance with the Clients approval. The dimensions for the automatic sprinkler sub divided tank are to be confirmed on site and is based on the existing tank.

The new tank modifications, plinths, trenching and back filling are by others/builder; however, the sprinkler contractor must supply the proposed location and sketches /diagrams that would indicate the requirements.

The sprinkler contractor must also show requirements for the pump plinths and sleeves. The sprinkler subcontractor must consider the site conditions and that most of the installation areas will need to be completed through ceiling grids or access hatches where there are plaster board areas.

The dimensions for the pump room are existing. Electrical requirements and power supply to the pump room is a direct appointment by the Client and full details of the final power requirements must be issued by the installing sprinkler contractor on appointment of the project. The Client is responsible to ensure the power is provided to the pump room.

On contract appointment a full program and diagram inclusive of a Methodology Statement(s) must be issued by the sprinkler subcontractor for approval by the Fire Engineer and or the Client, same noting the planned process of removing piping and installing pipes above the ceiling grid. This is including the methods for scaffolding platforms and hording of areas in stages during installation to ensure safety and compliance in terms of the Occupational Health and Safety act. Where possible this must be made to ensure existing sprinkler, systems are kept active and live in areas not been worked in, as progress is made by means of isolating areas or valves without rendering the entire area without sprinkler protection.

After hours works maybe required to sensitive occupied areas. Security for after hour works will be provided by the Client.

Ceiling sprinklers must be fitted with flexible swivel connections which will allow the ceilings to be fitted and levelled independently of the sprinkler system. It will also facilitate a speedy completion. At least 80% of areas would have flexible swivel connections, the plaster board ceiling areas which cannot be fitted with these types of swivels would be fitted with conventional pipe swivels.

The new 150Ømm trunk main reticulates from the pump room underground to the new valve chamber.

Sufficient remote test and drains must be fitted within accessible areas above all ceilings in all office blocks to facilitate draining during maintenance and remedial works, as well as ongoing installation and testing. The installing sprinkler subcontractor must allow for progressive water testing, inspection and witnessing during installation at different stages or as areas or zones are completed.

The sprinkler valve chamber will be relocated above ground for easy access, the exiting valves will be removed only when the new valve chamber is completed and ready to be commissioned.

Each New Valve will connect a reticulation of automatic sprinkler system piping and supply different zones and or floor levels. Block is clearly indicating the areas per valve and is to be provided in the valve chamber and the pump room.

The scope of work includes the preparation of detailed shop drawings that will require the contractor to complete full coordination with other services taking existing services on site into account, including existing ducting, existing structures, beams, and all MEP services. The sprinkler contractor must submit the typical support details for the Client's structural engineers to approve within 14 days of appointment. The scope of work is also inclusive of the hydraulic remote and favourable calculations and pump curve submissions in accordance with A.S.I.B as well as the supply, installation, testing, commissioning, maintenance and guarantee for the specified period of the complete new automatic sprinkler system. This includes the sprinkler water supplies upgrade as described and detailed in the tender document, technical specification, and drawings all in accordance with the A.S.I.B 12<sup>th</sup> Edition Code of practice, and the latest SANS codes of practice as applicable.

The installer must allow for onsite boundary flow test within 14 days of their appointment; to verify the sprinkler tank infill flow conditions. The design has not allowed for the increase tank capacity due to the infill rate not being able to satisfy the requirements to refill the sprinkler tank(s) with 36 hours, and this would be required to verify the supply status and confirm that the tanks are correctly sized.

### 1.A.2.General conditions of contract

This specification provides the requirements for material, equipment, installation, testing and commissioning of the automatic sprinkler protection system and the fire water reticulation (hydrant and fire hose reels), which is to be read in conjunction with all the Parts as listed in the tender document described herein.

"Documents" shall mean the complete set of documents consisting, of the Requirements for Tendering, Form of Tender, Conditions of Contract, The Specification, The Information Schedules, Schedule of Quantities and Drawings. COIDA Certification and good standing status with the Workman's Compensation Commissioner are required.

The complete installation shall comply with the requirements of this Document.

The Contractor must provide hoisting facilities for all materials and equipment required for the installations. The procedure, accessibility, and method of utilizing cranes and hoisting machinery on the site shall be discussed with the Client prior to such equipment being brought onto the site and before the compilation of the above schedule.

### 1.A.3.Records, drawings, and operating instructions

The following documentation must be handed over to the Consulting Engineer before the installation will be considered complete:

- Full operating & maintenance manuals.
- Site block plan indicating extent criteria of protection / location of the valves, and which valve feeds which area.
- Instructions of any necessary test procedures to be carried out by the user [tenant of the day].
- The system logbook.
- Pressure Certificates of installation, inspection, testing and commissioning.

The automatic sprinkler system installed must be approved by ASIB' where certificates for such approvals must be provided and be achieved by the Works Practical Completion stage.

### 1.A.4.Site visits

Tenderers must acquaint themselves with local site conditions such as access to the building, area available on site, type of ground, space available for on-site fabrication, storage, transport, loading and offloading facilities, scaffolding, tackles, and tools needed, as no claims by the Contractor will be entertained, which may arise from ignorance of the site conditions, which will not be considered.

### 1.A.5.Provisional sums

Provisional sums have not been allowed in the tender.

### 1.A.6.Material and workmanship

The Contractor works shall be executed in accordance with the specified standards and level of workmanship, to the satisfaction of the Fire Engineer.

All materials shall be of the quality specified and the Contractor shall, upon request of the Engineer, furnish him with proof to his satisfaction that the materials are of the specified quality.

All materials and equipment used for the Installations shall be new and undamaged.

The Contractor shall, if requested by the Fire Engineer, provide samples of material and equipment for approval. If judged necessary by the Fire Engineer, such samples may only be returned after the completion of the Installation, to ensure that the quality of the installed product is the same as that of the approved sample.

### 1.A.7.Reference specifications and standards

ASIB 12<sup>th</sup> Edition for Automatic sprinkler systems and SANS 10287 as applicable.

Where a Specification or standard is not specifically referred to, it will be assumed that the relevant SANS, ISO, BSS, DIN or equivalent American standard, listed in order of preference will apply.

The SI ("Le Systeme International d' Unites") - Metric System of Units will apply. Refer to SANS - M33A: The International Metric System: Guide to the use of the SI in South Africa.

### 1.A.8.Drawings

### 1.A.8.1.Engineer's drawings

Unless otherwise specified, the Engineer's Tender drawings are not manufacturing drawings, and are indicative of the design principles required including the first fix piping and zone requirements. The dimensions given are only enough for tendering purposes or to enable the Contractor to complete manufacturing shop drawings. It is the responsibility of the Contractor to verify all dimensions, and to apply full detail final co-ordination shop drawing layouts, taking cognizance of all the relevant service drawings and the conditions on site with regards to existing structures / services. No variations will be entertained due to the lack of coordination of all relevant service details and drawings.

### 1.A.8.2.Contractor's drawings

The Contractor will be furnished, on request, with the following drawings if they are available based on it been an existing site establishment, as applicable or pertinent to the project. Where these are not available it will be required that site due diligence be undertaken to survey the existing structures/ services and reproduce the general layouts to indicate the sprinkler layout and sprinkler positions:

- The Architect's drawings hard copies on site.
- The Engineer's drawings of other disciplines I hard copies on site.
- The drawings of other service installations that is relevant for co-ordination and installation purposes hard copies on site.
- The installation drawings of other Contractors hard copies on site.

The Contractor shall submit the detail layout shop drawings for approval within 21 working days of appointment.

The Contractoror shall supply two (2) printed copies and submit the detail layout shop drawings in electronic AutoCAD / pdf format of each detail layout shop drawing for approval. The Contractor shall allow the Fire Engineer one (1) week for drawing approval. After a marked up copy with the entire Engineer's comments has been returned, the contractor shall update the original, which shall then be submitted to the Engineer for signature. This will ensure that all prints used for construction will be certified as approved.

Two (2) copies of the certified drawing shall be issued to the Engineer for distribution.

The detail layout shop drawings must provide all builders work requirements pertaining the Contractor's scope of works and must include all sleeve requirements levels and plan locations.

Any work done by the Contractoror without an approved signed drawing, will be at the risk of the Contractoror.

The Contractor shall update all drawings ("as built drawings") once the Installation has been completed. One (1) set of paper prints and four (2) cd's of electronic copies shall be supplied to the Engineer as part of the O & M Manual.

### 1.A.8.3.Progress drawings

The Contractor shall arrange for a full set of prints of the installation drawings to be kept on the site showing the installation progress of all work with regards to the scope of work. Such prints shall be kept up to date by means of highlighted completed areas of installation.

The progress drawings shall be available for inspection at any time by the Architect/Quantity Surveyor/Engineer and Contractor or any other authorized person.

The Contractor shall include for his representative to keep a diary recording the progress of the works and details of all instructions received. The diary shall be at the disposal of the Engineer as and when required.

### 1.A.8.4. Equipment drawings

The Contractor within 21 days of appointment shall provide the Engineer all detail technical data specifications of the equipment, for approval, before placing an order for the equipment and or components of the automatic sprinkler system.

### 1.A.9. Operating and maintenance manuals

The Contractor shall, at his cost, prepare and supply manuals for the successful operation and maintenance of the Installation.

The Subcontractor must issue to the Engineer for approval within 12 weeks of appointment a draft Operating and maintenance manual. The Engineer must return the manual 8 weeks prior to the commencement of commissioning with comments to allow the final operating manual to be issued back to the Engineer 2 weeks before the agreed handover date which must include all the AS-BUILT drawings and operating instructions and diagrams.

One week after commissioning, the Contractor shall supply one (1) hard copy and two (2) electronic copies of the manual which have been updated and include all signed off commissioning data and "as built" drawings.

These manuals shall contain the following information:

### **INDEX OF CONTENTS**

### **SECTION 1: SYSTEM DESCRIPTION**

A comprehensive description of the Installation(s)

Schematic piping diagram to indicate normally open normally closed status, location of all major equipment and valves, and valve numbering that is relevant to the description, block plan or key diagram showing, site boundary tank infill and booster points.

### **SECTION 2: COMPONENTS AND EQUIPMENT**

The following information shall be provided in full for each item of equipment:

2.1 General information

Description, Make, Model Number, Name and Address of Supplier Manufacturer, etc.

2.2 Design information

Calculation Register, Design Data Sheet containing all design and selection parameters, calculations, selection curves, etc.

- 2.3Settings and values recorded during commissioning
- 2.4Manufacturer's Brochures and Pamphlets
  - 2.5 Maintenance data and Schedules
  - 2.6 Schedule of Spares

### **SECTION 3: INSTRUMENTATION AND CONTROL**

- 3.1Detail description of the operation of the electrical controls
- 3.2Design information
- 3.3Manufacturers Brochures and Pamphlets
- 3.4Settings and values recorded during commissioning
- 3.5Maintenance data and schedules

### **SECTION 4: DRAWINGS**

4.1 Drawing Register

4.2Drawings

4.3CD/MS includes Electronic Operating manual data sheets/drawings

### 1.A.10.One year's maintenance

The Contractor shall furnish free of charge all maintenance on the entire subcontract works for a period of twelve months after completion of subcontract works.

The Contractor shall during the maintenance or on call during the maintenance period, repair or replace defective parts, and shall use only genuine parts produced by the manufacturer of the original part. *Mandatory and at SC cost.* 

The Contractor shall supply all replacement parts, lubricants, etc. during the free maintenance period

### 1.A.11.Training

The Contractor will at no additional cost train the staff selected by the Client.

The training shall be continued until the Client is satisfied that the selected staff is capable in the operation and maintenance requirements of the system

Weekly testing as required by A.S.I.B 12<sup>th</sup> Edition Code of Practice will be carried out by the Client and or tenant.

### 1.A.12.1.Standard of workmanship

All aspects of the installation (e.g., setting out, alignment, levels, positions, etc.) must be checked on site and the installation installed correctly within the parameters of the relevant national standard.

### 1.A.12.2. Visual appearance

The visual appearance of the fire protection system is important, and the Contractor must ensure that the lines and levels followed by the installations are correct not only within the tolerances specified but also look aesthetically correct to the satisfaction of the Client, Architect and Engineer.

## 1.A.12.3.Contractor requirements

The Contractor responsible for the installation of the fire protection system must comply with the following requirements:

- Employ at least one (1) person who holds a certificate of competency issued by a training establishment (such as the A.S.I.B) to the Fire Engineer's per Client's approval. Or make use of an external certificate holder for design and calculation purposes with proof of a formal appointment should the project be awarded.
- Employ their own erection workforce with a minimum of two sprinkler fitters deemed competent by experience and / or qualification.
- Maintain a suitably stocked, staffed, and equipped workshop capable of servicing the contractual obligations and emergency repairs.
- Have 24-hour availability for emergencies.
- Successfully completed other installations of at least the size and scope of this project

**Note:**Proof of compliance with these requirements is to accompany the tender submissions.

### 1.A.12.4.Quality assurance

The Contractor shall submit quality plans in conformance with SANS 10157, for approval by the Engineer. The Contractor shall establish, document, and maintain throughout this project an effective and economical quality system to ensure and demonstrate that material or services conform to the specified requirements. The documented Quality System shall include Quality Management objective policies, organisation, and procedures to demonstrate compliance.

The tenderer shall submit with this tender:

- The level of Quality Assurance which will be provided for this project to ensure the quality of material and services.
- Enough information and data to allow the evaluation of the proposed Quality Management System to provide the purchaser with assurance that the quality of material and service is provided in a rational and cost-effective manner.

No portion of the work shall commence before these quality plans have been approved by the Fire Engineer and or the Client.

### 1.A.2.Equipment selection

Only equipment and components specifically designed for the proposed use may be used. To this end, all equipment must be either listed / approved by an approved testing laboratory / authority. Proof of such compliance must be provided for each item.

Equipment Selection Submissions shall be indexed to form part of the O&M Manual.

The drawings and Equipment Selections shall be submitted ion several copies to the Engineer for approval, by submitting drawings, Equipment Selections and/or samples, the Contractor represents that he has determined and verified all site measurements, site instruction criteria, materials, catalogue numbers and similar data, or will do so, and that he has checked and co-ordinated each Contractoror's drawing.

The Engineer will review Contractor's drawings, Equipment Selections, and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the Contractor Works and with the information given in the Contractor documents. The Engineer's approval of a separate item shall not indicate approval of an assembly in which the item functions.

The Contractor shall make any corrections required by the Engineer or subsequently the Architect and shall re-submit the required number of corrected copies of the Contractor's drawings, Equipment Selections, or new samples until approved. The Contractor shall direct specified attention in writing on resubmitted drawings to revisions other than the corrections required by the Engineer on previous submissions.

## 1.A.3. Painting and protection against corrosion

### 1.A.14.1.General requirements

The Contractor shall be responsible for ensuring that the coating manufacturer's instructions, including, but not limited to:

- Surface preparation and cleaning.
- Preparation and application of coating materials and
- Shelf life / storage requirements are adhered to.

Only approved coating materials as detailed in the specification shall be used. These shall not be mixed with materials from different manufacturers. The Contractor shall ensure that piping and proprietary equipment are adequately protected when stored on site to prevent internal corrosion.

Unless otherwise specified the Contractor will be responsible for the painting of the complete Installation.

All pipework and fittings fabricated at the works shall be de-greased with a suitable de-greasing agent. After de-greasing the pipework and fittings, they shall immediately be painted with one coat of red oxide (PA10) self-etching primer prior to being dispatched to site. After erection of all pipework, valves, fittings, etc., all chain marks, etc., shall be touched up with the same priming paint.

An approved undercoat shall be applied to all piping and left to dry before the final topcoat of high gloss enamel paint is applied, colour to be advised.

A final topcoat of high gloss enamel paint, Plascon VIP, shall be applied to all exposed and ceiling void piping - colour to be advised.

The Contractor shall be responsible for the painting of all pipework and support sundry steel in accordance with this specification.

All galvanised surfaces shall be thoroughly degreased. In the case where detergent is used, the surface shall be well rinsed and dried. It shall then be painted with one coat of wash primer (self-etching primer) to SABS 723. When dry, the surface shall be painted with one undercoat to SABS 681, Type 11 and one coat high gloss enamel paint to SABS 630, Grade 1 as topcoat.

Exposed and unlagged galvanised piping shall be painted with one coat wash primer (self-etching primer) to SABS 723 followed by one undercoat to SABS 681, Type 11 and one coat high gloss enamel paint to SABS 630, Grade 1 as topcoat.

### 1.A.14.2.Piping above ground level

All above ground fire protection and sprinkler piping is to be in line with the requirements of SANS 62 - 1 for piping from 25@mm up to and including 100@mm. All above ground piping above 150@mm is to be in line with the requirements of SANS 719.

## 1.A.14.3. Piping below ground level

All piping installed below ground must be Class 16 uPVC with concrete thrust blocks at all elbow and tee junctions including not more that 30m apart on straight lengths of pipe, steel pipe connections must be SANS 719 and denso wrapped with 50% overlap cover.

The pipe must be a minimum of 900mm below ground to the top of the pipe and set on at least a 250mm layer of washed river sand, the pipe must be covered with a layer above the flange of joint of at least 250mm. Further must comply with the Manufacturers specification.

## 1.A.14.4.Welding

The specification used for welding procedure qualification shall be SANS/ISO 15614 set "Specification and qualification of welding procedures for metallic materials – "welding procedure tests". Welder qualification can be done to ISO 9606 part 1.

No welding will be allowed to take place on site. Welding shall be subject to X-ray testing, at the expense of the Contractor. One out of every 10 welds shall be examined by X-ray. Should any weld prove to be unsatisfactory, the total installation shall be X-rayed.

### 1.A.14.5.Surface preparation

All sharp edges, burrs, rags, and weld splatter shall be removed, and weld areas shall be abraded and/or ground. The surface shall be degreased and rinsed with solutions supplied by the coating manufacturer prior to mechanical cleaning (Section 4.4 of SANS 1064 Code of Practice). Surface preparation shall be in accordance with ISO 8501-1 and SANS 1064 and shall be conducted before erection of pipes.

## 1.A.14.6.Priming of pipework

All concealed and exposed piping shall have a red oxide prime coat which is factory applied. All damaged areas are to be wire-brushed and re-primed where necessary.

### 1.A.14.7.Coating of pipework

All pipework is to be coated with a final coat. The exact specification acceptable to the Architect will be issued on appointment. Painting shall be properly repaired were damaged during erection.

### 1.A.14.8.Coating application

The Contractor shall submit a quality plan to ensure that the application work is carried out in strict accordance with the most recent Product Data Sheet from the coating manufacturer. The product data sheet shall be deemed to be part of this specification. Coatings shall not be applied when surface may become damaged due to rain, dust, condensation, surface temp or excessive humidity (>85%). All surfaces shall be coated as specified. Special attention shall be given to cracks, crevices, and edges to ensure complete coverage and paint thickness. The primer shall be applied as soon as possible after the surface preparation operation, but within 4 hours. Concealed surfaces shall be completely coated. All edges, corners, bolt holes and cut ends shall be stripe coated by brush application, prior to the application of the second coat. No coating shall be applied to any surface containing traces of grit, grease, soil, loose rust, surface contaminants (i.e., dust) or loose corrosion product of any kind. Surface rust on steelwork shall not exceed Grade B of ISO 8501-1.

### 1.A.14.9.Fasteners

All nuts and bolts shall be either hot dip galvanised or stainless steel unless otherwise specified. All galvanised nuts and bolts shall be degreased, patch primed, and finish coated in accordance with the specification for the respective area of the plant.

### 1.A.14.10.Prevention of galvanic corrosion

Care must be taken to prevent or mitigate the corrosion caused by dissimilar metal contact on cooling coils, tubes and tube plates, pipes, flanges, frames etc. Typical metals encountered would be copper, aluminium, zinc, mild steel, and stainless steel. The junctions between dissimilar metals must be electrically insulated where possible. Pipe flanges between dissimilar metals must be insulated using insulating gaskets for the flange faces and insulating sleeves and washers for all nuts and bolts. Where the insulation of the junction between dissimilar metals is not practical, the cathode surface on the electrolyte or "wet" side must be coated for a minimum distance of 100 mm from the junction. The applied coating must effectively isolate the coated surface from the electrolyte.

### 1.A.14.11.Painting Inspections and testing

The following inspections and tests shall be performed by the Contractor and witnessed by the design team in accordance with the approved Quality Plan on corrosion protection. Visual inspection for paint film defects shall be performed after each coat is applied. All defects including pinholes, sags and runs shall be corrected before the next full coat is applied. Dry film thickness shall be measured in accordance with SANS Method 141 Clause 3.3 (smooth disc). The required dry film thickness given in "windows" for each coat in the relevant coating specification, i.e., required minimum and acceptable maximum. Any reading outside this range is cause for rejection and may require the removal of the entire coating and reapplication thereof. Actual readings and not averages shall be recorded.

## 1.A.14.12.Painting Contractor qualifications

The design team may, at its discretion, require a Quality Audit of the painting Contractor to ensure that he has the management, facilities, skilled staff, and quality control facilities, to carry out quality control during application of coatings to ensure compliance with the specification. The Contractor shall accept full responsibility for the quality of his work and of materials used, irrespective of any quality surveillance that may be carried out by the design team.

## 1.A.14.13.Painting Guarantees

Performance guarantees for the applied coating systems shall be offered jointly by the coating manufacturer and coating applicator. Whilst the period of guarantee will vary from situation to situation, the criteria for failure will not exceed Re2 on the European Scale of Degrees of Rusting. All guarantees in the terms of protection against corrosion shall be ceded to the client.

All pipework shall be suitably cleaned, primed, and painted off site (painting may only be undertaken on site where damage was caused to the pipework during installation) and in line with the requirements of SANS 10140-3. The pipework shall be finished with I coat of primer, 1 coat of undercoat and 1 final coat of paint.

### 1.A.1.Signage and labelling

### 1.A.15.1.Block plan

An updated block plan of the new automatic sprinkler system with the position of the main control valves clearly indicated thereon shall be fitted in the valve chamber(s).

The block plan shall show the new valves and locations following:

- the installation number and the location of the corresponding main control valve(s);
- the height, in metres, above the installation control valve C gauge of the highest sprinkler fed from the installation control valve, for a specific fire-hazard class.
- each separate area of fire-hazard classification, the relevant fire-hazard class, and the maximum storage height.
- the calculated hydraulic criteria of the installation(s).

- by means of colour shading or hatching, the area covered by each installation and, if required by the fire brigade, the routes through the premises to those areas; and
- the location of the life safety bypass valves as applicable.

## 1.A.15.2.Labelling of control valves

All valves must be clearly labelled by a plastic / metal tag which has been embossed to stipulate the type of valve and whether it should be 'NORMALLY OPEN 'or 'NORMALLY CLOSED'. Self-adhesive red and white stickers must be installed to indicate the direction of the water flow within all mains.

A sign bearing the wording:

### "CONTROL VALVE"

In letters of height at least 20 mm shall be fitted close to the main and any subsidiary control valves.

NOTE The wording should be in white letters against a red background. Where the control valve is enclosed by a door, the sign shall be on the outside of the door, and a second sign in white letters against a blue background, bearing the wording:

A sign bearing the wording:

### "SPRINKLER TERMINAL TEST VALVE"

In letters of height at least 5 mm shall be fitted close to the terminal test control valves.

### 1.A.15.3.Signage material

All fire signs such as terminal test points, valve location plates, block plans, operating instructions and so forth are to be fabricated from material such as anodised aluminium or Chroma-deck.

Special care shall be taken in transport, delivery, storage on site and installation to ensure that equipment and/or components are protected, installed, and cleaned to ensure that the entire system is in 'as new' condition at start-up. The Contractor shall be responsible for all hoisting and rigging of equipment/material into its final position in the building. Equipment enclosed packaging shall be of sufficient strength and/or temporarily reinforced during transport to - and handling on site, until installed in its final position, to ensure that it retains its structural and dimensional integrity during these phases of the contract. No "repaired" equipment/components (after damage by either own or other parties/construction trades either prior to, during or after installation) will be accepted at handover. Contractor shall remain responsible for equipment in 'as new condition' and is not allowed to install equipment in areas or spaces where it can be subjected to damage through weather or trades for which it has not been designed.

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## 1.B.3Part B – Automatic sprinkler system and associated equipment

### 1.B.1Certifications

All work will be carried out by an A.S.I.B approved and listed Fire Suppression Specialist. A completion certificate and an A.S.I.B clearance certificate will be issued for all works associated with the Automatic Sprinkler Systems.

It is noted that the ASIB completion certificate requires the landlord to ensure that areas outside of the scope of works complies with the ASIB 12<sup>th</sup> Edition code of practice in order to obtain the certificate.ie such as insulation, fire rated compartments, etc.

### 1.B.2System approvals

Only approved and listed equipment with internationally recognised testing authorities such as Loss Prevention Certification Board (LPCB) or Factory Mutual (FM) will be installed. This is in accordance with the design code and insurer requirements.

A.S.I.B approval / certification is targeted and to be obtained for the sprinkler installation scope of works.

## 1.B.3Description of system

## 1.B.3.1.Automatic wet sprinkler system and fire protection layouts

This section should be read in conjunction with the drawings as listed in Section 3 Part A 'Tender Drawings' as applicable

With regards to the automatic wet sprinkler installation, the following is applicable:

 In terms of the "Natural Building Regulations and Building Standards Act" Development Bank of southern Africa comprises of the following occupancies:

### **TABLE 1: OCCUPANCY CLASSIFICATION**

Class of occupancy of building	Occupancy description
G1	Offices – Occupancy comprising offices, consulting rooms and other similar usage.
D4	Plant room: Occupancy comprising usually unattended mechanical or electrical services necessary for the running of a building.

The new Automatic Sprinkler System for Development Bank of Southern Africa will be new Automatic Sprinkler System with upgrade water supplies to meet the ASIB 12<sup>th</sup> Edition requirements.

### TABLE 2: AUTOMATIC SPRINKLER SYSTEMS

Area	Hazard	Sys tem Typ e	Syste m Class	Design Density (mm/mi n/m²)	Area of Operatio n	Spk in Operation	Sprinkler Type	Sprinkler Response
Basem	ent, Office	floors	s, Ground	d, First an	d Second			
	Ordinar y Hazard	Wet	CMDA	5	144m²	Max14	Chrome Pendent Pattern spray 15Ømm K80 Temp 68°c Glass bulb	Quick Response with RTI index less than 50

	Ordinar y Hazard	Wet	CMDA	5	144m²	Max14	Upright spray pattern 15Ømm K80 Temp 68°c Glass bulb	Quick Response with RTI index less than 50
Office f	loors, Sec	ond flo	oor Void					
	Ordinar y Hazard	Wet	CMDA	5	216m²	Max20	Conventional 15Ømm K80 Temp 68°c Glass bulb	Quick Response with RTI index less than 50

### 1.B.3.2.Interfacing of systems

An existing dedicated fire detection and alarm system is installed, the system did not appear to be operational, and the client must ensure the detection system is fully operational and complies with the SANS 10139 code for detection systems. This will provide adequate means of warning to the occupant(s). The sprinkler system has been fitted with flow switches at the new life safety bypass assembly. The flow switches are to be interfaced with the existing fire alarm panel so that on the activation of the flow switch the fire alarm for the entire facility is activated.

## 1.B.3.3.Water supply

The upgrade water supplies will be installed to meet the requirements of the ASIB 12<sup>th</sup> Edition. The total stored gross water capacity is approximately 160 000m³ from one subdivide sprinkler storage tank, upgrade of the tank to be accessed and concluded on project award.

### 1.B.2Mains distribution

Only SANS compliant pipework pressure tested to 15 bars (1500 kPa) or 1,5 times the working pressure at the highest sprinkler for not less than 24 hours. Where applicable, all pipework should be so located as to prevent damage by mobile equipment or other mechanical means.

### 1.B.1Pipe support

### 1.B.5.1.Pipe supports

Pipe supports, support fittings and associated components, and the material from which they are manufactured, shall be suitable for the sprinkler use.

NOTE: Pipe supports, support fittings and associated components, the adequacy in respect of which the SANS has issued a favourable test report or a favourable evaluation certificate, are normally deemed suitable for sprinkler use.

### 1.B.5.2.Spacing

All pipe supports are to be spaced according to the table below at a maximum distance not exceeding 4m. The pipe supports must be within 1500mm of all pipe support klambon joins or flange joins over a 6m stock lengths of pipe. All pipes 3m and less must have at least one pipe support. Main pipes for sprinkler and hydrants where these mains reticulate perpendicular to the purlin structural elements a support must be installed at every purlin and main junction.

### TABLE 3: SPRINKLER MAIN PIPE SUPPORT SPACING

Nominal diameter of sprinkler pipe

Maximum distance between supports [m]

Exceeding [mmø]

Not exceeding [mmØ]

-	65	4
65	100	4
100	250	4

### 1.B.5.3.Strength

The following provisions shall apply in respect of the strength of pipe supports:

- there shall be no failure of or damage to a support assembly when the proof load appropriate to each sprinkler pipe nominal diameter given in the table below is gradually applied through the appropriate size mandrel to the pipe clip and
- apart from any initial movement caused by the application of the appropriate pre-measurement load given in the table below, the bending-down extension shall not exceed 5,0mm as the load increases from the pre-measurement load to the proof load.

Test loads for support assemblies:

**TABLE 4: TEST LOADS FOR SUPPORTS** 

Nominal diamete	er of sprinkler pipe	Pre-measurement load	Proof test load [Kg]	
Exceeding [mmø]	Not exceeding [mmø]	[Kg]		
-	50	40	500	
50	100	12	850	
100	150	220	1000	
150	200	340	1500	
200	250	450	2450	

### 1.B.5.4.Fasteners

Fasteners and plugs shall be made of steel.

When fixed as recommended by the manufacturer, the fastener shall not fail when the appropriate test load is applied gradually. There shall be no movement as the load is increased from the premeasurement load to the test load.

### 1.B.2Pipe fittings

All screwed type fittings up to and including 150mm diameter must be to SANS 509 or BS 143, made of malleable cast iron, with flanges of this diameter to be steel plate flanges to SANS 1123/1600/4 or BS4505/16/4.

No eastern bloc country fittings shall be permitted. Certification of OEM fittings shall be provided prior to the commencing of installation work.

All cutting dies shall be certified as correct, new and suitable for cutting prior to threads being cut. No leaks on pipework shall be accepted.

Where welded pipe fittings up to and including 300mm diameter are used, these shall be of the steel butt-welded type to JIS B2304 – 72.

Weld flanges between 100mm and 300mm diameter are to be steel plate flanges to SANS 1123/1600/3 or BS 4504/16/3. Flanges that comply with the requirements of SANS 1123.

Bolts and nuts that comply with the requirements of SANS 1700 SET.

Hexagon locknuts that comply with the requirements of SANS 1700 SET.

Mushroom-head and countersunk-head bolts and nuts that comply with the requirements of SANS 1143.

Shouldered and grooved couplings that comply with the requirements of SANS 815.

### 1.B.3Sprinklers

### 1.B.7.1.Approval

Sprinkler heads must be approved by UL, FM, or other recognised authority. Sprinkler cannot be altered, painted, changed, or modified in any way after manufacture. Any sprinkler heads so damaged, altered or painted must be replaced. Sprinkler heads shall be of the type, model, and finish to be agreed with the Engineer in conjunction with the Architect and must be of the same type of equipment as the alarm valve.

To meet the client and insurer's expectations, and in line with the above, all equipment must be supplied to match the existing equipment manufacturer throughout the site. Any deviation to the manufacturer should be approved by the Client and their insurers prior to installation.

### 1.B.7.2.Equipment

Only new sprinklers shall be used.

Sprinklers that are contaminated by paint shall not be cleaned but shall be replaced.

Sprinkler heads shall, after despatch from the production factory, not

- be altered in any respect, or
- be painted except for identification purposes, or

### 1.B.7.3.Sprinkler classification

A sprinkler shall be of one of the following types of patterns:

- a conventional pattern sprinkler, or
- a spray pattern sprinkler,

### 1.B.7.4.Sprinkler selection

Sprinklers should be selected in line with

Table 2 of this document.

### 1.B.7.5.Sprinkler guards

Where exposed to possible physical damage, sprinklers other than ceiling sprinklers, shall be fitted with a sprinkler guard that is made of metal, fit for purpose, and supplied and fitted by the manufacturer. All cold room and freezer rooms must be fitted with sprinkler guards. All mezzanine and staircases level sprinklers must be fitted with sprinkler guards.

### 1.B.7.6.Spare sprinklers

A spares cabinet shall be provided, to be located at the valve chamber. The cabinet shall contain a stock of spare sprinklers and plugs together with the necessary spanners to replace operated sprinklers.

The cabinet shall contain 36 sprinklers of the make, type and size as installed as well as 12 plugs of the size of sprinklers as installed.

### 1.B.7.7.Spacing of sprinklers

Ordinary Hazard applications must not exceed 12m² with a maximum distance spacing between sprinklers of 4m. High Hazard applications must not exceed 9m² with a maximum distance spacing between sprinklers of 3.7m, except where composite combustible panelling or roof insulation is used the maximum spacing must not exceed 3m x 3m with a minimum required design density of 7.5mm/min/m² over a minimum assumed area of operation of 260 m²

For the ordinary hazard sprinklers in the office areas the minimum spacing between sprinkler heads is 1.8m. For high Hazard sprinkler applications, the minimum spacing between sprinkler heads is 2m

Sprinkler spacing below mezzanine levels must not exceed 2.8m.

### 1.B.7.8.Measurements

All measurements of distance between sprinklers or of areas covered by groups of individual sprinklers shall be taken in the horizontal plane.

### 1.B.7.9.Orientation

The Void and or Exposed Sprinklers shall be installed upright. The Ceiling Sprinkler will be installed pendent unless otherwise noted on the drawings.

### 1.B.7.10. Sprinklers installed under roofs, ceiling, and platform

Where the sprinklers are installed under roofs, ceilings, platforms or similar planar surfaces, the area covered by a sprinkler and the distance between adjacent sprinklers shall be not more than that for non-sidewall sprinklers, or for sidewall sprinklers, or for a combination of sidewall and non-sidewall sprinklers.

Where both sidewall and ceiling (non-sidewall) sprinklers are used, the following shall apply:

- the ceiling sprinklers shall be installed in standard layout.
- the layout shall be staggered relative to the sidewall sprinklers which shall be directly opposite the sprinklers on opposite walls.
- the boundary of the sidewall sprinkler coverage shall be taken as not more than 3,7 m from, and parallel to, the walls on which the sidewall sprinklers are mounted: and
- the space between the sidewall sprinkler boundaries parallel to the opposite walls shall be protected by ceiling sprinklers installed in standard layout.

### 1.B.2Sprinkler location relative to the building structure

### 1.B.8.1.Roofs and ceilings

The deflector of a void, exposed sprinkler, and a ceiling sprinkler, shall be

- not less than 75 mm below the underside of the ceiling
- not less than 20 mm below the underside of the structural concrete rib junction point
- Not located within the coffer depth i.e., must be below the plane of the structural concrete rib
- Not more than 450mm when positioned below the shofco coffer area.
- Void exposed sprinklers when spaced below the shofco area must be located at the rib junction.
- not more than the maximum distance given in the table 5.

- the depth of any beam or other obstruction below the ceiling shall not exceed the depth given in table 6 within a rectangle of the following dimensions centred on the sprinkler.

TABLE 5: SPRINKLER LOCATION - BELOW CONCRETE STRUCTURES AND CEILINGS

Type of construction	Measuring point	Maximum distance below measuring point
Combustible ceilings	Below the ceiling level	75mm -150mm
Non-combustible structures 'shofco' construction	Plane of 'shofco' soffit	Max 450mm
Non-combustible structures below structural rib	Plane of structural rib	150mm

# TABLE 6: MAXIMUM HEIGHT OF THE SPRINKLER DEFLECTOR ABOVE (+) OR BELOW (-) A BEAM OR OBSTRUCTION

Minimum Horizontal Distance From Sprinkler Vertical	Maximum Height Of Sprinkler Deflector Above (+) Or Below (-) Bottom Of Beam Or Joist		
Axis To Side Of Beam Or Joist		Spray S	prinkler
Deam Of Joist		Upright	Pendent
200		N/A	N/A
400		0	0
600		+ 20	+ 60
800		+ 30	+ 120
1000		+ 50	+ 200
1200		+ 100	+ 280
1400		+ 130	+ 360
1600		+ 160	+ 470
1800		+ 180	+ 670

### 1.B.8.1.Suspended ceilings

Obstructions within the ceiling space likely to interfere significantly with the water discharge from sprinklers shall be treated as boundaries for the purposes of sprinkler spacing.

Where any obstruction, for example a light fitting, is of width exceeding 800 mm, supplementary sprinklers shall be provided to discharge below the obstruction.

### 1.B.8.2.Columns

Where a roof or ceiling sprinkler is located less than 0,6 m from the face of a column, another sprinkler shall be located at the opposite side of the column, at a distance of not more than 2,0 m.

### 1.B.4Valves

### 1.B.9.1.Sprinkler Alarm Valves

The following alarm, control, test, drain and flush valves are normally deemed suitable for sprinkler use (depending on the particular application):

- those that are LPC approved, or FM approved.
- Monitored butterfly to FM or LPC approved
- Non-Monitored butterfly to FM or LPC approved

- cast steel gate valves that comply with the requirements of SASS 191.

### 1.B.9.2.General

All installation stop valves must be right-handed with clear indication as to the direction to be turned to close.

### 1.B.9.3.Sprinkler Alarm Valve assembly

The construction and layout of the sprinkler alarm valves shall comply with ASIB 12<sup>th</sup> Edition. The control valve arrangement shall include the following items:

- An alarm valve with drain and test valves and pressure gauges to indicate pressures above and below the valves.
- Each stop valve is to be supplied with a position indicator.
- Life safety bypass arrangement with isolating valves and wafer type non-return valve.
- Flow test apparatus (per chamber) to prove the water supply.
- Flow switch per valve assembly.
- Common Fire Brigade booster arrangement with at least four boosters located outside the valve chamber.

### 1.B.9.4.Test facilities

The valves for the remote test facilities at the remote points of each system are to be permanently piped to drain. This is to allow testing without the need to attach hosepipes to the valves to prevent flooding and water damage. Drain points must be provided in every shop to facilitate remedial and staged work progress, these must be located above the ceiling level. Alternative options like flushing to the hardstand or parking areas are subject to Client's approval.

### 1.B.9.5.Flow switch linked to fire alarm system

Each Sprinkler life safety by-pass arrangement is to be provided with a flow switch as part of the requirement for the installation. The connection of the flow switch to the fire detection control panel will be carried out by others.

### 1.B.2Pressure gauges

### 1.B.10.1.General

Glycerine-filled pressure gauges fitted to sprinkler installations shall be suitable for sprinkler use and shall conform to BS 1780. The maximum scale value shall be approximately 150% of site maximum pressure. Scales shall have divisions not exceeding 0,20 bar. Pressure gauges shall be installed with gauge cocks to enable each pressure gauge to be readily removed without interrupting the system water supply. These pressure gauges must be fitter to the life safety by-pass arrangement.

### 1.B.10.2.Installation gauges

The contractor shall ensure that all permanently installed instrumentation necessary for monitoring of status and performance of the system shall be of such dimensions and mounted in position so that they are easily and accurately readable by an operator standing on the floor.

### 1.B.2Detailed Calculations Required

### 1.B.11.1.Calculations

The preparation of shop drawings and installation of all pipework shall be based on hydraulic calculations.

### 1.B.11.2.Detail for sprinkler installation pipework

In the case of sprinkler installation pipework, the following shall be given together with detailed calculations (either on purpose-designed work sheets or as a computer printout):

In respect of each remote and favourable requirement.

The following must be provided:

- an area identification.
- the fire-hazard class.
- the specified density of discharge, in millimetres per minute.
- the number of sprinklers in operation.
- the nominal thread diameter of the sprinklers, in millimetres.
- the maximum area covered per sprinkler, in square metres; and
- detailed and dimensioned working drawings that shows the following:
  - o the node or pipe reference scheme used to identify pipes, junctions, sprinkler heads and fittings from a hydraulic engineering point of view
  - o the position of the hydraulically most unfavourable (Remote) design point
  - the position of the hydraulically most favourable design point
  - the four sprinklers upon which the design density of discharge Is based: and
  - o the height above datum of each point for which the pressure is given.

In respect of each operating sprinkler:

- the sprinkler node or reference number.
- the flow through the sprinkler, in litres per minute.
- the nominal k factor; and
- the inlet pressure to the sprinkler or sprinkler assembly, in kilopascals.

In respect of each hydraulically significant pipe:

- the pipe node or reference number.
- the nominal pipe diameter, in millimetres.
- the Hazen-Williams constant C.
- the flow through the pipe, in litres per minute.
- the nominal fluid velocity, in metres per second.
- the length of the pipe, in metres.
- the numbers, types and equivalent lengths, in metres, of water fittings.
- the static head change in the pipe, in metres.
- the pressures at the Inlet and the outlet of the pipe, in kilopascals.
- the friction loss in the pipe, in kilopascals; and
- an indication of the flow direction.

NOTE -A line diagram of the pipe layout should be prepared and should show the following.

- the reference number of the node or pipe.
- the distribution pipes.
- the range pipes.
- the sprinkler heads under consideration.
- the four hydraulically most unfavourably placed heads; and
- the flow through, and pressure at the end of, each hydraulically significant
- There are only existing hard copy drawings which can be viewed on site:
- The expected drawings from the subcontractor which must be submitted are listed as follows:
- **SP200** FIRE PROTECTION BLOCK PLAN
- **SP201** FIRE PROTECTION PUMP ROOM UPGRADE
- **SP202** FIRE PROTECTION PUMP ROOM CIVILS
- **SP203** FIRE PROTECTION TRUNK MAIN AND TRENCHING DETAILS
- **SP204** FIRE PROTECTION VALVE CHAMBER DETAILS AND RISER SHAFT
- **SP205** FIRE PROTECTION SPRINKLER SYSTEM BASEMENT
- **SP206** FIRE PROTECTION SPRINKLER MASTER PLAN GROUND FLOOR
- **SP207** FIRE PROTECTION SPRINKLER MASTER PLAN FIRST FLOOR
- **SP208** FIRE PROTECTION SPRINKLER MASTER PLAN SECOND FLOOR
- **SP209** FIRE PROTECTION SPRINKLER SECOND FLOOR VOID

## SECTION 2 – STANDARD TECHNICAL SPECIFICATIONS

Part	A	Standard Technical Specification
Part	В	Certificate of Compliance in Terms of the Machinery and Occupational Safety Act
Part	C	Engineers Certificate
Part	D	Acceptance Certificate

## 1.B.5Part A - Preliminaries to standard technical specification

## 2.A.1.Part of rest of the specification

The standard technical specifications cover the general technical requirements with respect to materials, installation, testing, commissioning, and maintenance of fire installations for the owner. These specifications shall be read in conjunction with the rest of this Contractor in its entirety. If the conditions and/ or specifications contained herein are at variance with anything contained in the detailed technical specification, the latter shall take preference; otherwise, these standard technical specifications shall apply as if duly included.

### 2.A.2.Minimum requirements

The conditions and/ or specifications in this document shall be regarded as the absolute minimum requirement. More stringent similar conditions and/ or specifications stated in the detail technical specification shall take preference to those in these standard technical specifications.

### 2.A.3. Alternatives to specification

Tender prices for articles and equipment described by means of trade names or catalogue references must refer to the type and manufacture specified. If it is desired to use substitutes, the onus shall be on the Contractor to prove that such substitutes are similar and equivalent to the articles specified and meet with the approval of the Engineer. The decision as to whether to use the specified or alternative articles shall rest solely with the Engineer.

### 2.A.4.Standard type and make of equipment

Once installation has commenced with the appropriate approvals for using any type and make of article or equipment, the same type and make of article or equipment shall be used throughout the project for that specific application unless otherwise specified.

### 2.A.5.Standard of workmanship

The workmanship under this Contractor shall be of a high standard and to the satisfaction of the Engineer.

### 2.A.6.Standard of materials

All materials and equipment supplied and/ or installed under this Contractor shall be new and the best of their respective kinds and shall comply with the requirements laid down in the latest editions of the relevant SANS or BS and their amendments and with the requirements of this specification.

### 2.A.7.Supervision over staff

At all times for the duration of the Contractor, the work shall be carried out under the supervision of a qualified, skilled, and competent tradesman and representative of the Contractor. Also refer to the conditions of Contractor.

### 2.A.8. Variations

The owner reserves the right to instruct the Contractor to carry out variations to the Contractor in accordance with the conditions of Contractor.

### 2.A.9.Completion date (Contractor)

Except where otherwise specified, the works must be completed in working order concurrent with the completion of the building project.

### 2.A.10.Construction, plant, etc.

Except where otherwise specified, the works must be completed in working order concurrent with the completion of the building project. Contractors shall include an amount for the supply of all scaffolding, ladders, trestles, dust sheets and everything necessary for the proper performance of the Contractor,

for clearing and removal of all rubbish due to the work, for the protection of the work from damage due to the building operations, other Contractors, and the weather.

In existing buildings Contractors shall in particular take adequate precautions to the satisfaction of the Engineer to prevent damage to existing apparatus during erection operation (also see 2.A.20).

### 2.A.11.Offloading and storage of material

Contractors must take due allowance in their tenders for the off-loading of materials and the storage and safe custody thereof according to manufacturer's specifications, on or off site until such can be accommodated or is required on site.

### 2.A.12.Additional copies of tender drawings

The successful Contractor shall supply, on request, two (2) extra copies of his completed tender, Contractor documents and drawings.

### 2.A.13.Drawings

### 2.A.13.1.Engineers' and working drawings

The Engineer's drawings covering the various sections of the installation are as stipulated in the schedule of drawings herein. The working drawings of the Contractor shall, however, consist of the following where these drawings are available and issued to the contractor:

- Electrical Engineer's drawings.
- Architect's drawings.
- Structural and Civil Engineer's drawings.
- Mechanical Engineer's drawings.
- Fire Engineer's drawings.
- All drawings of any other services are included in the main Contractor.

### 2.A.13.2.Workshop drawings

Two (2) copies of all workshop drawings as approved and signed by the Contractor shall, within Four (4) weeks after appointment of the successful Contractor, be submitted to the Engineer for his approval prior to manufacture. Workshop drawings shall be prepared for the automatic sprinkler and fire water systems, all installation control valve, valve assembly details, plan and sections must be included in the submission. Additional drawings must be provided on request by the Engineer if these are deemed necessary.

The Engineer's approval of shop drawings shall not relieve the Contractor of responsibility for any deviation from the requirements of this Contractor unless the Contractor has informed the Engineer in writing of such deviation at the time of submission of shop drawings or samples and the Engineer has given written approval for the specific deviation, nor shall the Engineer's approval relieve the Contractor of responsibility for errors or omissions in the workshop drawings or samples.

### 2.A.13.3.Drawings on site

Two sets of paper Engineer's drawings applicable to this Contractor will be issued to the Contractor for installation purposes. Any further copies required shall be purchased from the Engineer. The Contractor shall always during the duration of the Contractor make available a complete set of up- to-date Engineer's and workshop drawings as well as a copy of the Contractor at no cost for use on site by the owner, architect, engineers, and Contractors authorised on site.

## 2.A.13.4.As-built drawings and detailed specifications

The Contractor shall supply to the owner a complete set of drawings and detail specification of the works as actually carried out (as built) within one months of the first delivery date of the completed Contractor. If the representative of the owner is either a consulting architect or Engineer, these items,

in the form of marked-up paper prints shall be supplied to the representative, who will then compile final as-built drawings as well as an as-built detail specification for the account of the Contractor for handing over to the owner. Retention moneys will be withheld until such items are handed to and approved by the owner.

### 2.A.14.Inspection of locally manufactured supplies

Where locally manufactured plant or materials are offered, the owner reserves the right to inspect such plant or goods during manufacture and to reject items that do not conform to the owner's requirements. Where a number of units are ordered by the owner the Contractor shall notify the local representative of the owner when one unit has been completed so that the representative of the owner may inspect and approve it.

### 2.A.15.Ordering materials

The Contractor is warned to place all orders for materials or special articles as early as possible as he will be held solely responsible for any delay in the delivery of such goods.

### 2.A.16.Packing

The Contractor will be held responsible for packing all plant and other goods in such a manner as to ensure freedom from any loss or damage in transit. Unless otherwise specifically agreed upon, receptacles will not be returned or paid for, and no additional charges will be allowed for packing or packing materials.

### 2.A.17.Sample for testing

The Contractor shall furnish, without delay, such samples for testing or other purposes as called for or may be called for by the Engineer, who may reject all materials or workmanship not corresponding with the approved sample. Notwithstanding that samples and approved brands of materials etc. are exhibited or included in classified lists at the offices of the owner, the Engineer may retest any samples, brands of materials, etc. included in the Contractor and reject articles and materials, etc. that do not strictly comply with the specification.

### 2.A.18.Builder's work

The Contractor shall notify the Engineer and the building Contractor immediately on acceptance of this tender of the positions where holes, recesses, chases, ducts, manholes, etc. will be required in order that no unnecessary expense is incurred. Except where otherwise specified, the cost of the above and of all such cutting away and making good will not form part of this Contractor but shall be executed by the building Contractor according to arrangements that form part of the general building Contractor. Where no builder or main Contractor is concerned, cutting away and making good shall be carried out by and at the expenses of the Contractor except where otherwise specified.

### 2.A.19.Damage to building

Any damage done to the building by the Contractor, or his men shall be made good by the building Contractor or the owner, but the cost of such making good shall be deducted from the Contractor money to be paid to the Contractor.

### 2.A.20.Protection of owner's equipment

The Contractor shall ensure that any computers or other valuable equipment of the owner is sufficiently protected against work or dust by means of temporary coverings or sealed-off partitions.

### 2.A.21.Inspections, testing, commissioning, and handing over

The Contractor shall provide all tools and instruments required for inspections, testing and commissioning of the works.

## 2.A.22. First offer for acceptance (first inspection)

Once the Contractor has completed the total installation, written notice shall be given to the representative in order that a mutually acceptable date may be arranged for a joint inspection. A regional employee (quality inspector) of the owner shall also attend all inspections. During the inspection the representative, in collaboration with the owner's quality inspector, will compile a list of items (if any) requiring further attention. These items shall be identified by checking each clause in the Contractor (all specifications and drawings) in relation to the offered installation. A copy of this list of outstanding items will be provided to the following:

- Contractor for action via the principal Contractor.
- Principal Contractor (for information).
- Quality inspector of the owner for information.

### 2.A.23. Subsequent and/ or final offer for acceptance (subsequent and/ or final

### 1.B.6 inspection

The Contractor shall then similarly provide written notice that he is ready for an inspection of the remedial work done on the offending items. If the installation is accepted as completed at this stage by both the representative and quality inspector, the representative may certify the works as completed. If at this stage there are still outstanding items requiring attention irrespective of whether those items were identified during prior inspections or not, the procedure will continue until the entire installation has been correctly completed to the satisfaction of the owner.

### 2.A.24.Tests

In addition to the above, the Contractor shall have the complete installation tested and the correct operation of all plant demonstrated to:

- the consulting Engineer, and/ or
- The Client/Tenant

### 2.A.25.First delivery

First delivery (see conditions of Contractor) may only be proceeded with after final acceptance and testing have been completed successfully.

### 2.A.26.Final delivery

Final delivery shall be as defined in the conditions of Contractor save that "three months" shall be changed to read "twelve months".

### 2.A.27. Fruitless consulting fees claimed

Any additional claims by the consulting Engineer and/ or architect due to ill performance or default on the part of the Contractor will be considered fruitless consulting fees and shall be for the account of the Contractor.

All fees claimed for this purpose will be in accordance with the Professional Engineer's Act, 1968 (Act no. 81 of 1968) as amended and the signed agreement between the consulting firm and the owner.

### 2.A.28.Contractor's liability in respect of defects (Maintenance Period)

The Contractor shall make all adjustments necessary for the correct operation of the plant for a period of 12 (twelve) months after the date of first delivery of the installation by the owner. The Contractor shall

make good any defects due to inferior materials or workmanship that may arise during this period. Normal greasing and oiling, if necessary, during this period, will be carried out by the owner. If during this period, the plant is not in working order for any reason for which the Contractor can be held responsible or if the plant develops defects, the Contractor will be notified, and immediate steps shall be taken by him to remedy the defects or to make any adjustments required.

Should such defects occur so frequent as to become objectionable or should the equipment otherwise prove unsatisfactory during the above-mentioned period, the Contractor, if called upon by the Engineer, shall replace at his own expense the whole or such parts thereof as the Engineer may deem necessary, with apparatus to be specified by the Engineer.

## 2.A.29.Compliance with regulations

The entire installation shall be carried out in accordance with the latest revision and amendments of the following as applicable to the scope of works to be completed:

- The Occupational Safety Act of 1983.
- SANS 10139 Fire detection and alarm systems for buildings requirements System design, installation & servicing.
- SANS 10400 The application of the National Building Regulations.
- Fire Detection Installers Association (FIDA).
- ASIB 12<sup>th</sup> Edition Code of Practice.
- Requirements of the Authority Having Jurisdiction (AHJ).
- Statutory Emergency signage to SANS 1186

No claims for extras in respect of failure by the Fire Protection Contractor to comply with any of the above regulations will be considered.

Where conflict exists between any of the above regulations and the specification the said conflict must be referred to the Engineer in writing for his ruling.

The Fire Protection Contractor shall be responsible for serving all notices and paying all fees due in terms of the laws and regulations mentioned except electrical connection fees and or council building submission for build and construction scope of the project.

### 2.A.30.Painting

Except where otherwise stated, the painting of plant shall be carried out by the Contractor as specified.

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# 1.B.7Part B – Certificate of Compliance in Terms of the Machinery and Occupational Safety Act

.....

SIGNATURE

......was executed according to my instructions and the specification.

herewith declare that the installation work for the

......

DATE

Contractor No.: PROJECT NAME:	
ACCEPTANCE CERTIFICA	ATE BY THE OWNER
I,(Full name in block le	,
Authorised Representative of the Client, in resideclare that the abovementioned installation volumer and that I have, in terms of clause 3.1. collaboration with the authorised representative	vork is acceptable for use by the 23 hereof, inspected the works in
DATE	  SIGNATURE

1.B.8Part D - Acceptance Certificate

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## SECTION 3 – TENDER DRAWING LIST

Part A Tender drawing list

## 1.B.9Part A – Tender drawing list

### **TABLE 7: TENDER DRAWING LIST**

Drawing Number Description Revision Date

NONE ISSUED THERE ARE EXISTING SPRINKLER DRAWINGS

THAT CAN BE VIEWED AT THE CLIENTS'

OFFICES BY APPOINTMENT.

## SECTION 4 – INFORMATION SCHEDULES

Part A Components and equipment

Part B Contractor information

Part C Managerial, professional, and technical staff

Part D Projects completed

## 1.B.10Part A – Components and equipment

The tenderer shall complete in this schedule the required information of proposed suppliers of equipment and materials. The selection of equipment may be used in adjudication of tenders. Equipment indicated in the schedules shall comply in all respect with the subcontract documents. If it appears that the offered equipment does not comply, then the contractor shall be responsible for replacing of such equipment at his own cost.

Final approval of equipment and materials will be subject to full submission of required information at equipment submission stage to check conformance with the performance specification and design concept.

Omission or ambiguity in the data submitted may invalidate this tender.

Roof Void Sprinklers

Country of origin

Approved by

Date of Manufacture

Make

# Flexible swivel Make Country of origin Date of Manufacture Approved by Make Country of origin Date of Manufacture Approved by Sprinkler Alarm Valve Make Country of Origin Date of Manufacture Approved by Material of Body Material of Moving Part Type of Seat Material of Seat Hydraulic Pressure Test Weight

Glycerine filled pressure gauges

Make

Туре

Country of Origin

Part Number

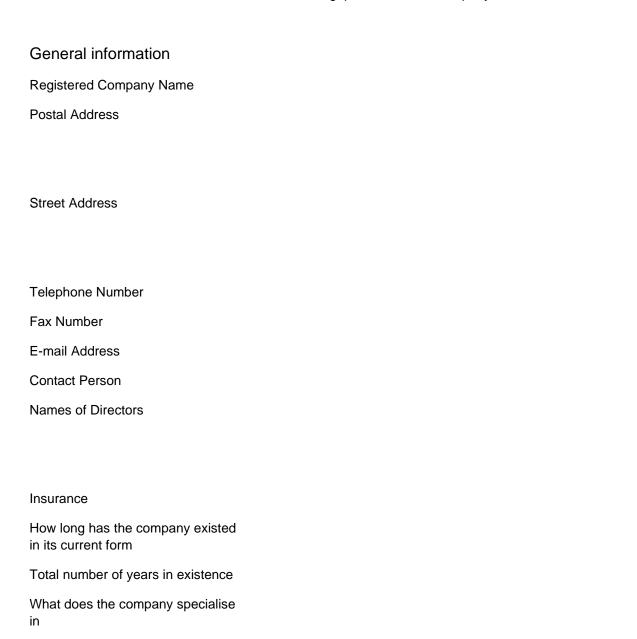
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## 1.B.11Part B - Contractor information

The tenderer shall complete in this schedule the required information of assessing the ability and capacity of the company to complete the works as specified for this project.

Omission or ambiguity in the data submitted may invalidate this tender.

Unless otherwise indicated all information given shall refer to the company that will enter the contract as described in this document, and not the controlling, parent or sister company or firm.



## 1.B.12Part C - Managerial, professional, and technical staff

In the event of this contract being awarded to the tenderer, it shall be deemed that the project team members submitted in the table below will be available and will remain in a full-time capacity on this project for its duration as long as they are in employ of the tenderer. A full CV of each of the persons below must be submitted with the questionnaire.

Please provide the number of personnel presently employed in the table below.

Company resources			
	Local		Nationally
Management / Admin			
Management / Admin			
Professional Engineers			
Technicians			
Skilled			
Apprentices			
Semi-skilled			
Unskilled			
members submitted in the	e table below will be avail long as they are in emp	ailable and will rem	be deemed that the project team pain in a full time capacity on this A full CV of each of the persons
Company resources			
Function	Name	Experience (Year	rs) Professional Qualifications
Project Manager			
Planner / Engineer			
Project Draughtsman			
Site Supervisor			
Quality Controller			

## 1.B.13Part D – Projects completed

Please provide details of the recent projects completed, including approximate value, name of client and any other contact particular to the contract. Proof of previous experience in projects of similar scope and substance would be of advantage.

•
Name of Project
Value (R)
Name of Client
Contact Person
Telephone Number
Completion Date
General Scope of Work

Project 1

## Project 2

Name of Project

Value (R)

Name of Client

**Contact Person** 

Telephone Number

**Completion Date** 

General Scope of Work

## **SECTION 5 – BILL OF QUANTITIES**

Part	Α	Bill of quantities
Part	В	Definition of terms
Part	С	Information schedules
Part	D	Preamble & general notes appertaining to bill of quantities
Part	Е	Addendum to general notes
Part	F	Preliminary and general bill

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### 1.B.14Part A - Bill of quantities

### General

Item	Description	Unit	Quantity	Rate	amount
	FIRE CONSULTANT ASSESSMENT				
1	Allow for an external fire consultant assessment of the office block basement, ground, first and second floors, that can identify all the elements in terms SANS 10400, these should include but not limited to all the fire related aspects, Detection, Ventilation, Statutory escape Signage, Emergency lighting, Sprinkler systems, inter-phase, Separation divisions and escape routes. Total estimated area 18000m²	Item	Sum		
2	Allow for review of sprinkler installation design, witness pressure tests, inspections, and acceptance on behalf of the Client Expected duration 14months	Item	Sum		
3	MATERIALS	Item	Sum		
	Allow for only approved materials and components.				
4	TRAINING	Item	Sum		
	Allow for the training of staff in the use of system on completion of work.				
5	CERTIFICATION	Item	Sum		
	Certification of system and components on completion of work in terms of ASIB 12th Edition Rules; inclusive is 3 <sup>RD</sup> Party inspection and or ASIB report.				
6	CALCULATIONS	Item	Sum		
	Submission of full hydraulic calculations on submission of shop drawings. Including pump curve showing remote and favourable results Pmax and Qmax				
7	<b>EQUIPMENT SELECTION</b> Provision of sample equipment for approval.	Item	Sum		
8	AUTODESK DOCUMENTATION	Item	Sum		

Provision of all shop drawings in Autodesk format.

9 Any item not listed (Specify) Item

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Automatic Sprinklers; Upgrade Water Supply, Trunk Main Supply below ground Alarm Valve(s) bypass and auxiliary items

Sum

Ite m	Description	Unit	Quanti ty	Rate	amount
10 11 12	PUMP ROOM -DIESEL/ELECTRIC DRIVEN PUMP SET TO ASIB CRITERIA FOR THE SPRINKLER SYSTEM  Qmax 2300l/min @ 400 Kpa  Pmax 1500l/min @ 600 Kpa  Supply, delivery, installation, connection, testing and commissioning of the sprinkler Diesel/Electric Driven pump-set in accordance with the ASIB criteria and approvals, complete and including Mild Steel painted base plate, flexible coupling, and guard,6HR mild steel powder coated fuel tank with all fuel tank piping and fittings Jockey Pump- set Vertical multistage, all control panels and ASIB annunciator panel. Electrical installation within the pump room, cable runs between pumps and panels supplied, 4Tier AutoStart arrangement c/w pressure switches and gauges, Extraction fan for diesel exhaust installed, 6Hr ASIB approved performance test, pre-test and commission on site, Final Commissioning, training and handover onsite plus full tank of fuel.  Including service and maintenance for 1 year after handover to the Client.	Item Diese 1 Electr ic Jocke y	1 1 1		
	4" Garand type direct flow meter for pump Flow range	Item	1		
13	PUMP ROOM PIPING FOR THE SPRINKLER SYSTEM	Item	1		

	Supply, delivery, installation, connection, testing and commissioning of the sprinkler pump room piping and all valves / auxiliary equipment to ASIB criteria complete and including pressure testing pre-test and commission on site, Final Commissioning, training and handover onsite.  Note:  Suction piping 200Ømm 30m Delivery line 150Ømm local 30m Test pipe Galvanised 100Ømm 30m All auxiliary equipment and piping for system operation in accordance with ASIB. Include supports and concrete cast bases Including the painting of piping 1 coat primer 1 undercoat and 1 final coat.			
	TANK CONNECTIONS AND AUXILIARY EQUIPMENT including new vortex and puddle flanges, new internal cat ladders and external ladders with rails and platforms.  - Auxiliary tank connections include all flanges, klambons and pipe supports hot dipped galvanised as maybe required to complete make up fabricated pipe sections and installation, including ladders internal and external plus platforms and rails	No.	1	
	<ul> <li>100Ømm Drain piping galvanised spool piece 2m including flange gaskets and installation and valves</li> </ul>	No.	2	
14	- 100Ømm Overflow piping inclusive of galvanised pipe and supports 12m	No.	2	
	- Tank infill lin; 1x 100Ømm strainer, 1x non return 3x isolation stop valves includes 50m of pipe and all supports and klambon couplings	No.	2	
	<ul> <li>Suitable float infill valve pressure sensitive for operational purposes (not inbal)</li> </ul>	No.	2	
	Tank Infill Meter to measure infill rate includes meter, 2 100Ømm valves, a FSD flow meter and gauges	No.	1	
15	WET PIPE SPRINKLER INSTALLATION CONTROL VALVE (COMPLETE) inclusive of all sundry items, trim arrangement Supply, delivery, installation, connection, testing and commissioning of the Wet pipe Alarm Installation control Valve assemblies for a 1500mm Valve.	Item	6	

	20mm dia. Medium Quality Galvanised	m	20	
	25mm dia. Medium Quality Galvanised	m	20	
	32mm dia. Medium Quality Galvanised	m	20	
	40mm dia. Medium Quality Galvanised	m	20	
	80mm dia. Medium Quality Galvanised	m	30	
	80mm dia. Elbows	No.	10	
	80mm dia. Flange inclusive of bolts nuts and gaskets	No.	20	
	100mm dia. Medium Quality Galvanised	m	15	
	100mm dia. Elbows	No.	10	
	100mm dia. Flange inclusive of bolts nuts and gaskets	No.	20	
	SPRINKLER SYSTEM SIGNAGE			
	Supply delivery and installation			
16	Allow for the production and fixing of the following signs as per the specification in this document:			
	Identification name and number tags that correlate to the operating manual of all major valves or equipment type and function (normally open or normally closed)	Item	70	
	Identification of terminal test valves	Item	10	
	Identification of drain valves above the ceiling	Item	30	
	Schematic block plan on chromadek or similar approved material and Name plate on life safety bypass A3 size indicating hazard, supply from valve	Item	2	
	AUXILIARY EQUIPMENT			
17	Allow for all auxiliary equipment as specified in this document as well as the ASIB 12th Edition Rules, including valves, fittings, supports, spare plugs, sprinkler (36) cabinet, sprinkler spanner, chains and locks, etc.	Item	1	
18	FLOW SWITCHES	No.	6	

Supply, delivery, installation, connection, testing and commissioning of water flow switches for connection to panel by others.	
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### \*\*Automatic sprinkler

The Automatic Sprinkler System: Planned builders works requirements to be issued on drawings and sleeve positions marked up on site for approval by the Clients Engineer prior to any core drilling or openings been made. The plan is to remove and upgrade the entire sprinkler system over a period of 16months, including the upgrade of the water supplies ,however there is an allowance to have the piping checked by" Firelab" or similar test facility in accordance with the A.S.I.B standards we have therefore included costs for this procedure as well as a sprinkler rate per sprinkler point to plug, move/reposition and add new sprinklers as maybe required should the system piping be deemed acceptable the scope of works is inclusive of supply delivery, installation, connection, testing and commissioning of the sprinkler system piping, supports and all valves / auxiliary equipment to per A.S.I.B criteria and approvals Compiling of final shop drawings based on site co-ordination of existing mechanical and other services, Variations will not be entertained based on site clashes with other services, the installing contractor must review their prelim design drawings on site and make allowances for any adjustments due to potential installation obstructions due to existing services and or existing structural elements including any and all potential requirements for safe installation methods in terms of the OHS act ,complete and including pressure testing pre-test and commission on site as well as Final Commissioning ,training and handover onsite to the acceptance and approval of the Fire Engineer / Representative and or the Client

Item	Description	Unit	Quantity	Rate	amount
19	REMOTE TEST VALVES	No.	10		
	Allow for remote test valves with galvanised pipework after the valve, reticulated to a common drain point or an approved location complete with lockable valve and keyed alike lock at 1.5m from F.F.L				
20	DRAIN POINT VALVES ABOVE CEILINGS	No.	20		
	Allow for drain point valves to every other office block(s)as directed by the Fire Engineer facilitate draining terminate pipe with a 25Ømm lockable ball valve and plug include keyed alike locks				
21	EXPOSED / VOID/ CEILING SPRINKLER HEADS BASEMENT FLOOR AND SMALL OFFICE STORE AREAS				
	<ul> <li>Chrome Pendent 68° Quick Response</li> </ul>	No.	100		
	- Rosettes White	No.	100		
	<ul> <li>Upright Brass 68°c Quick Response</li> </ul>	No.	200		

### 22 VOIDS /CEILING SPRINKLER HEADS GROUND FLOOR LOBBY/ RECEPTION AREAS

	-	Upright spray 68° Quick Response	No.	200
	-	Chrome Pendent 68° Quick Response	No.	990
	-	Rosettes White	No.	990
	-	Flexible connectors plus product support bracket (plus plug for test stage)	No.	800
	-	Conventional 2 <sup>nd</sup> fix swivel to plaster board areas	No.	190
23	FIRST I	ED / CEILING SPRINKLER HEADS FLOOR LOBBY/ RECEPTION AND E AREAS		
	-	Conventional spray 68° Quick Response	No.	60
	-	Chrome Pendent 68° Quick Response	No.	1100
	-	Rosettes White	No.	1100
	-	Flexible connectors plus product support bracket (plus plug for test stage)	No.	1000
	-	Conventional 2 <sup>nd</sup> fix swivel to plaster board areas	No.	100
24	SECON	ED / CEILING SPRINKLER HEADS D FLOOR LOBBY/ RECEPTION FFICE AREAS		
	-	Conventional spray 68° Quick Response	No.	20
	-	Chrome Pendent 68° Quick Response	No.	1000
	-	Rosettes White	No.	1000

	<ul> <li>Flexible connectors plus product support bracket (plus plug for test stage)</li> </ul>	No.	900
	<ul> <li>Conventional 2<sup>nd</sup> fix swivel to plaster board areas</li> </ul>	No.	100
25	ROOF VOID SPRINKLER HEADS SECOND FLOOR OFFICE AREAS		
	<ul> <li>Conventional spray 68° Quick Response</li> </ul>	No.	800
26	STRIPPING OUT CEILING SPRINKLER HEADS AND ALL ASSOCIATED PIPING AND SUPPORTS – REMOVAL OFF SCRAP MATERIALS AND PIPES FROM SITE –		
	- STRIP AND REMOVE SPRINKLER PIPING SCRAP MATERIALS FROM SITE - NUMBER OF SPRINKLER POINTS	No.	3800
27	STRIPPING OUT SPRINKLER ALARM VALVES AND ASSOCIATED PIPING AND ACCESSORIES		
	- STRIP AND REMOVE SPRINKLER PIPING AND ALARM VALVES	No.	6
	STRIPPING OUT SPRINKLER RISER MAINS AND ASSOCIATE ACCESSORIES		
28	- STRIP AND REMOVE SPRINKLER PIPING RISER PIPES AND CONNECTING MAINS	m	40
29	EXPOSED SPRINKLER HEADS – PUMP ROOM		
	<ul> <li>15Ømm Brass Spray Pattern installed upright 93° Glass bulb type Standard Response</li> </ul>	No.	4
30	SPRINKLER SYSTEM PIPING, FITTINGS INCLUSIVE OF KLAMBONS COUPLINGS SUPPORTS AND SUNDRY ITEMS NUTS BOLTS WASHES GASKETS FLANGES		
	- 25mm dia. Medium Quality Black	m	300

-	32mm dia. Medium Quality Black	m	5000	
-	40mm dia. Medium Quality Black	m	900	
-	50mm dia. Medium Quality Black	m	240	
-	80mm dia. Medium Quality Black	m	1500	
-	100mm dia. Medium Quality Black	m	200	
-	150mm dia. Medium Quality Black	m	100	
-	25mm x 15mm Diminishing Coupling DC	No.	1500	
-	32mm x 25mm Bush	No.	2000	
-	32mm x 25mm Elbow	No.	900	
-	32mm x32mm x25mm Tees	No.	2700	
-	40mm x32mm x25mm Tees	No.	300	
_	40 Weld on steam sockets	No.	700	
_	50 Weld on steam sockets	No.	200	
SYSTEM PIPING CHECK AND TESTING AS PER A.S.I.B CRITERIA BY 'FIRELAB'				

Item

 Definition: Remove portions or piping in accordance with A.SI.B criteria for testing, this will be required to confirm if the entire system piping must be replaced.

### 32 \*\* Automatic sprinkler rate only

OR SIMILAR

31

Definition: The rate for the following, new first fix, new  $2^{nd}$  fix piped, reposition sprinkler head , new sprinkler head and plugged sprinkler head are provided in the event that the system piping is deemed acceptable or should any further additional plug , reposition , new sprinklers be required supplied installed and tested.

New 1<sup>st</sup> fix Item 1

	New 2n fix	Item	1
	Plug Sprinkler	Item	1
	Reposition Sprinkler	Item	1
33	SYSTEM PIPING CONNECTING MAINS ABOVE GROUND LEVEL:		
	- Definition: straight length of 6m with no connections or fittings include a klambon every 3m, due to working through ceiling areas.		
	- 150mm dia. medium quality Black	m	200
	- 100mm dia. medium quality Black	m	100
	- 80mm dia. medium quality Black	m	40
34	SYSTEM PIPING TRUNK CONNECTING MAINS BELOW GROUND		
	- Definition: includes flange connections, gaskets <i>denso wrap</i> inner and outer wrap with 50% overlap cover inclusive of Elbow and Tees (JIS) as indicated on the drawings. General off sets due to underground services and entry points included (around foundation footing if needed)		
	<ul> <li>200mm dia. medium quality Black SANS 719 minimum 6mm wall thickness</li> </ul>	m	65
	- 150mm dia. medium quality Black	m	300
35	<ul> <li>Booster point including non-return valve and 65Ømm boosters mounted above ground on standpipes including gauge and brass stop cock valve, isolation and break-ins to existing systemsI</li> <li>PTFE TAPE</li> </ul>	Item	1
	- PTFE TAPE	Item	Sum
36	ALLOW FOR PAINT BANDING TO SANS		
	- Banding to SANS 0140-3	Item	Sum

37	GENERAL RATE FOR: REPOSITION A SPRINKLER	No.	1
	Reposition of sprinkler heads, inclusive of piping hangers painting		
38	GENERAL RATE FOR: NEW SPRINKLER	No.	1
	New sprinkler heads inclusive of piping, hanger painting		
39	PHASED TESTING DRAIN AND REFILL INCLUDING PRESSURE TEST	No.	15
	Drain and refill, pressure test		
40	Any item not listed but that is a noted item in the specification (Specify)	Item	Sum

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### Scaffolding and erection equipment

Item	Description	Unit	Quantity	Rate	amount
41	SCAFFOLDING	Item	Sum		
	Allow for the provision, erection, use, dismantling and transportation of scaffolding in accordance with the requirements of the Occupational Health and Safety Act (Act 85 of 1993).				
42	ERECTION EQUIPMENT	Item	Sum		
	Allow for any additional erection equipment required for the installation of sprinklers to all portions of the building as indicated on the tender drawings.				
43	SPECIAL PROVISIONS:	Item	Sum		
	for working above ceilings i.e., specialised temporary lighting, safety methodologies, safety requirements, temporary structures, and stairs to facilitate installation all inclusive.				
	Allow for any additional erection equipment required for the installation of sprinklers to all portions of the building as indicated on the tender drawings.				
44	SPECIAL PROVISIONS OF COMPLIANCE:	Item	Sum		
	To comply with provisions in terms of the disaster management Act and the OHS Act (COVID19)				
45	AWAY ALLOWANCES:	Item	Sum		
	Away allowances and accommodation for all noted scope of work within this document and as indicated on the drawings.				
46	Any item not listed (Specify)	Item	Sum		

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### Project engineering, management, and control

Item	Description	Unit	Quantity	Rate	amount
47	PROJECT ENGINEERING, MANAGEMENT AND QUALITY CONTROL	Item	Sum		
	Allow for project engineering, management, and quality control in accordance with the conditions as set out in the subcontract and the Tender documents.				
48	FIRST YEAR'S MAINTENANCE AND GUARANTEE	Item	Sum		
	Provide for one year's fee maintenance and guarantee.				
49	LABOUR, TESTING, COMMISSIONING AND HANDOVER	Item	Sum		
	Allow for the required labour to successfully complete the project in accordance with the subcontract, and the Tender Documents, ASIB 12th Edition Rules. This amount should include for all labour requirements Including labour required for testing, commissioning, and handover.				
50	SPECIAL ATTENDANCE	Item	Sum		
	Special attendance for no less than two months after handover				
51	OHS ACT COMPLIANCE	Item	Sum		
	Allow for all costs associated with compliance with the OHS Act and associated legislation.				
52	TRAINING, MANUALS, DRAWINGS, ETC.	Item	Sum		
	Allow for the required training of system users, production of O&M manuals, "As-Built" drawings and all / any other items required to provide the client with information required to safety operate and maintain the system.				
53	APPROVAL	Item	Sum		
	ASIB approval of shop drawings and final installation				

- 54 Any item not listed (Specify) Item Sum
- 55 Contingency 10%

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### 1.B.15Part B - Definition of terms

Notwithstanding any other definitions, the following terms shall be construed as following:

- 5.B.1.SUPPLY" shall mean purchasing, transporting to site, offloading, and storing until such time as installation may occur.
- 5.B.2.INSTALLATION" or "INSTALL" shall mean fixing in position complete with fixings, fixtures, covers, brackets, hangers, trays, etc., connecting and leaving in satisfactory, neat, and working order in accordance with the drawings, schedules and specification and Standard Regulations for the mechanical installations.

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### 1.B.16Part C – Information schedules

Equipment Schedules for the Automatic Sprinkler and Fire Water system for DBSA.

- 5.C.1.It is a requirement of this document that tenderers shall complete, in full, the Information Schedules contained in this specification.
- 5.C.2. Failure to complete this schedule may lend to tender disqualification.
- 5.C.3.The words "or similar approved equal" are always implied whether following the description of equipment or not.
- 5.C.4.The equipment manufacturers' names appearing in the schedules are those around which the design has been based and all equipment so scheduled is complementary.
- 5.C.5.All tenderers shall submit their tenders based on equipment scheduled under the heading, "Main Offer".
- 5.C.6.The tenderer may offer alternative makes providing that such alternatives are of equal quality to those "selected" by the Fire Engineer and form part of an alternative tender offer to the tenderers main offer should the tender be accepted the approval of the Fire Engineer is obtained before ordering.
- 5.C.7.The Fire Engineer shall be the sole judge of the equipment offered and his decision shall be final.
- 5.C.8.As stated above all equipment selections are complementary and it is the responsibility of the successful tenderer to ensure that:
  - a. His alternative offer can be housed within the space provided, leaving sufficient clearance surrounding the unit as laid down by local regulations and for ease of maintenance. Should the alternative have to be replaced by that as listed to meet these requirements, it shall be at no additional cost to the Contract.
  - b. All openings in the structure meet with the requirements of his alternative offers or ensure that timely details of any relevant amendments are requested to prevent any abortive work on site.
  - c. If there are any monetary benefits which can be offered to the Client through an alternative item of equipment, the Tenderer must incorporate all secondary cost variations into that saving reflected (e.g., the price reduction offered for an alternative chiller shall incorporate any additional costs in upgrading a pump and/or it's motor size which could result from an increase in resistance through its heat exchangers). Further, all relevant technical data, especially as regards energy consumption, rated output, capacity, variations in resistances, etc., must also be submitted in order that the Fire Engineer may evaluate savings in capital costs against any increases in operating costs prior to accepting that particular alternative offer.

### 1.B.17Part D – Preamble & general notes pertaining to bill of quantities

- 5.D.1.This Bills of Quantities forms part of, and must be read in conjunction with, the contractual and technical specifications and drawings and must be submitted, duly completed, on the closing date of tenders. When pricing an item in the Bill of Quantities reference MUST be made to the Technical Specifications and drawings for the Bills description of the item being priced.
- 5.D.2.Tenders must complete the Bill of Quantities and detail the unit rate and total amount of each item.
  - 5.D.2.1.The "Total" shall constitute the tender price for adjudication.
  - 5.D.2.2.NOTE: TENDERS ARE ADVISED TO CHECK THEIR ITEM EXTENSION (FORMULAS) AND TOTAL ADDITIONS AS ARITHMETICAL ERRORS OCCURRING IN THE PRICED BILL OF QUANTITIES CANNOT BE CONSIDERED AS HAVING AN EFFECT ON THE TENDER AMOUNT.
- 5.D.3.No alteration, erasure or addition is to be made in the text of the Bills of Quantities.
  - Should any alteration, erasure or addition be made it will not be recognized but the original wording of the Bill of Quantities will be adhered to. Should price bill of quantities be submitted in "hard copy" format, and an error be made while pricing the rates, the error is to be neatly crossed out and the new figure inserted and initialled. Erasing fluid (Tippex) may NOT be used. [refer excel document]
- 5.D.4.The Engineer will check the completed Bills of Quantities and reserves the right to adjust any individual price and to rectify any discrepancy whilst the total tender price as quoted remains unaltered.
- 5.D.5.The quantities measured in these Bills have been measured as accurately as possible from scaled drawings. Should tenders feel that discrepancies between the Bill of Quantities and the drawings exist; these shall be pointed out at the time of tendering.
  - 5.D.5.1.In the case of pre-tender discrepancies being found, the Engineer shall reserve the sole right to decide whether the work as executed shall be re-measured on site or whether re-measurement shall be affected from working drawings only.

#### 5.D.5.2.NOTE: CHECKING OF BILLED QUANTITIES

NOTWITHSTANDING THE FACT THAT QUANTITIES, LENGTH'S, ECT AS GIVEN IN THE BILLS OF QUANTITIES HAVE BEEN MEASURED FROM SCALED DRAWINGS, THE VENDOR SHALL CHECK

SUCH QUANTITIES ON SITE BEFORE ORDERING ANY SPECIFIC ITEM AS HE WILL NOT BE PAID FOR EXCESS MATERIALS OR EQUIPMENT AFTER THE COMPLETION OF THE SERVICE OR OF ANY ADDITIONAL COSTS ARISING FROM INSUFFICIENT OR SHORT QUANTITIES. ANY ALLOWANCE FOR OFF-CUTS SHALL BE MADE IN THE UNIT RATES. THE FINAL MEASUREMENT SHALL BE BASED ON THE NET ROUTE LENGTH OF THE ITEMS INSTALLED

- 5.C.2.The Vendor shall <u>not</u> use the Bills of Quantities as a shopping list for ordering materials and equipment at the start of the Contract and assume that all items measured will be installed on this contract.
  - 5.D.6.1.The Vendors shall check the drawings, specification, and site conditions before ordering materials and equipment, as he will not be paid for excess material after completion of the service.
  - 5.D.6.2.Approval of samples must be obtained prior to orders being placed with supplier and manufacturers.
- 5.C.2.Materials and equipment offered in the Bills of Quantities must comply fully with the specifications.
- 5.C.3.The unit prices quoted in the Bills of Quantities must include for such small installation materials as are required for the completed installation in accordance with the specification.

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### 1.B.18Part E – Addendum to general notes

Where Tenders wish to qualify their tender alternatives, the qualifications and/ or alterations shall be **separately** detailed, shall refer to the specification clause, drawing number or item in the Bill, shall be priced as an addition or omission to the Total Tender Price and shall be submitted with the Completed Tender documents.

All rates priced in the Bills of Quantities shall be fully in accordance with the specifications even though a full technical description has not been given against the measured items.

Equipment and material that do not comply with the specification shall not be priced in the Bills of Quantities.

Unless otherwise stated in the Bill, the unit cost rates shall be based on the following:

- 5.E.1.The rate for electrical panels, controllers, ducting and piping shall include for fixing to the building structure and include all necessary supports.
- 5.E.2.All measurements are based on the most economic **route** lengths without any allowance for wastage, threading, joining, joining or slack.
- 5.E.3.Provisional allowances, PC sums contingency amounts, items and sums shall be expended as directed by the Engineer and any balance remaining shall be deducted from the amount of the contract sum.
- 5.E.4.All items described as "Provisional" shall be measured as executed and paid for according to unit prices in the Bills of Quantities, where applicable. Where unit prices are available, the work shall be executed at a mutually agreed price.
- 5.E.5.Unless otherwise specified in the Bills of Quantities, all items are to be priced on the basis of supply, delivery, offloading, installation and where applicable, connection.
- 5.E.6.The bill is divided into 3 three phases or as detailed, the total cost for each Bill, pertaining to each phase, shall be carried forward to the Summary page for that phase as indicated. In term, each summary page shall be taken to the collection page, from which a total mechanical installation cost shall be obtained.
- 5.E.7.All rates are to be **NET** exclusive of Value Added Tax (VAT).
  - 5.E.7.1.VAT is to be levied separately on the "COLLECTION" page with the resultant total carried to the Form of Tender.
  - 5.E.7.2. Any extra costs due to failure by the Tender to include for Sales Tax or any tax, duty, import surcharge or levy, will be for the Tender's Account.

### 1.B.19Part F – Preliminary and general bill

- 5.F.1.The Preliminary & General Bill has been set in a manner which will enable Tenders to price the items under any or all the following three groups which provide for:
  - a. A fixed amount
  - b. A fixed amount which shall be paid in proportion to be value of the work which has been executed.
  - c. An amount which shall be paid in proportion to the period of the contract period which has expired.
- 5.F.2.The items in the Preliminary & General Bill must be priced realistically by the Tender,
  - i.e., the amount allocated to the items should adequately cover the cost for the activity.
  - The Engineer reserved the right to require a Tender to adjust the amount set out in this Bill by means of corresponding adjustment to the remainder of the Bill.
- 5.F.3.The amount to be included in each monthly certificate in respect of Preliminary &
  - General costs shall be calculated from the priced items within the Preliminary & General section of the Bills of Quantities. Prior to the signing of the contract the successful Tender and the Engineer shall agree a division of the Preliminary & General items into:
  - a. An initial or established charge, payment of which shall be made to the vendor on proof that the relevant expenditure has been made.
  - b. A monthly charge, and
  - c. A final or de-establishment charge.

In arriving at such a division, cognizance shall be taken of such factors as:

- d. premiums for policies of insurance and performance guarantee being renewable annually.
- e. plant, scaffolding and the like remaining the property of the Vendor or the hiring company and the capital costs thereof not being treated as part of the initial charge.

In the event of the extension of the time for the completion of the works, the monthly charge shall be recalculated on the same basis as originally but considering the revised contract period and the amount already paid to the Vendor.

Should the successful Tenders and the Engineer be unable to agree such division and the contract is nevertheless signed then the Engineer shall make a fair and reasonable division of the preliminary to be incorporated into the valuations for each month certified.

5.F.4.Adjustments to the Preliminary & General Bill will be made in terms of the combination

of the above-mentioned three group as selected by the Tender, i.e.:

- a. A fixed amount
- b. An amount which shall be varied in proportion to the final cost of the works as compared with the contract sum.
- c. An amount which shall be varied in proportion to the contract period as adjusted in terms of the conditions of contract, delays for which the Employer is responsible.

The items of Preliminary & General shall be adjusted in the above-mentioned categories only due to the Engineer having issued instructions or having failed timeously to issue instructions either or both of which have affected the time for the works and/ or the amount of work to be done and provided the Vendor makes available to the Engineer an itemized breakdown of his totals for the preliminary prior to the signing of the contract, all to the satisfaction of the Engineer.

- 5.F.4.The amount priced under "value" or "time" shall form the only basis for calculations of adjustments to the final contract sum due to extensions of time of alterations in the contract value.
- 5.F.4.In making the calculation for the adjustment of the preliminaries the following shall apply. When the contract sum or final cost of the works is referred to in respect of the preliminaries such sum shall exclude the following:
  - a. The amount of preliminary items, and
  - b. Any contingency sum, and
  - c. Any amount in respect of the contract price adjustment provisions, and
  - d. Any provisional sums included in the preliminaries Bill, and
  - e. All day works.

### \\SPACE INTENTIONALLY LEFT BLANK

### Part G - EVALUATION CRITERIA

### 1. Evaluation Criteria

Sub-Criteria	Description	Weightings
	<ul> <li>Provide a detailed company profile indicating experience in the following services. Supply Installation and commissioning of fire sprinkler systems and commissioning completed within the last five years.</li> <li>Please Note: A profile must indicate a list of five or more projects in relation to fire sprinkler in the last five years.</li> <li>Experience: 5 or more projects = 10 points         <ul> <li>3 to 4 projects = 7 points</li> <li>1 to 2 projects = 0 points</li> </ul> </li> </ul>	10
Company must have five or more years' experience in fire sprinkler systems, Annunciator panel, Diesel controller fire pumps and engine.	Provide Four (4) signed and dated relevant contactable reference letters indicating work carried out or completed successfully in supply, installation and commissioning of fire sprinkler services provided within the last five years.	
	<ul> <li>Please Note: Required reference letters must be on the relevant company letterhead, indicating, duration of work. References provided in a list format and purchase order will not be recommended.</li> <li>4 or more references = 15 points</li> <li>3 references = 10 points</li> <li>2 references = 5 points</li> </ul>	15

Sub-Criteria	Description	Weightings
Qualifications, experience, and Capacity	Provide a detailed CV supported by membership certificates and qualifications cited in the profile of the site personnel. The CV's provided must indicate experience in Fire sprinkler systems.	
Degree or diploma in Mechanical or Electrical field Professional body / accreditation / affiliation: ASIB registered No. of years' experience: at least 15 years in the relevant field	<ul> <li>Engineer with relevant a degree/diploma and 15 years or more experience = 25</li> <li>Engineer with relevant with a degree/diploma and 10 to 14 years' experience = 20</li> <li>Engineer with a degree/diploma and 5 to 9 years' experience = 10</li> <li>Engineer with degree/diploma and 1 to 4 years' experience = 5</li> </ul>	25
No. of years' experience: at least 15 years in the relevant field fire sprinkler system.	<ul> <li>Technician with more than 15 years' experience = 20 points</li> <li>Technician 10 to 14 years' experience and accredited = 14 pints</li> <li>Technician with 5 to 9 years' experience = 10 points</li> <li>Technician with 1 to 4 years' experience = 7 points</li> </ul>	20
Registered Safety Officer Degree or diploma in the relevant field  Professional body / accreditation / affiliation: NIOH (National Institute of Occupational Health) or other relevant accreditation.  No. of years' experience: minimum 5 years in the relevant field	<ul> <li>Registered safety rep with 5 years' experience and more with a degree or diploma = 20 points</li> <li>Registered safety rep with 3-4 years' experience in the with diploma = 14 points</li> <li>Safety rep with 1-2 years' experience with Program certificate = 10 points</li> </ul>	20
Project Plan and timelines SHEQ plan.	<ul> <li>Provide a detailed project plan and timelines = 5 points</li> <li>Provide SHEQ plan = 5 points</li> <li>No detailed project and no SHEQ plan = 0 points</li> </ul>	10

Sub-Criteria	Description	Weightings
Total		100

NB: Bidders scoring less than 70% on functionality will not be further evaluated.

### 2. Reservations

### The DBSA expressly reserves the following rights:

- To waive any or all irregularities in the proposal submitted.
- To negotiate price with the selected service provider

### Annexure A

### **SBD 6.1**

# PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

1.1.6.1

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
  - 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

- a) The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender
- 1.3 Points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 2. **DEFINITIONS**

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- **(e) "EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice:
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 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 
$$Ps = 80 \left( 1 - \frac{Pt - P\min}{P\min} \right) \qquad \text{or} \qquad Ps = 90 \left( 1 - \frac{Pt - P\min}{P\min} \right)$$
 Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

### 5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

# 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor:. = ......(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

	YES		NO	
--	-----	--	----	--

7.1.1 If yes, indicate:

Name of company/firm:	Desi	v) Specify, by ticking the appropriate box, if subcontracting Preferential Procurement Regulations,2017:  gnated Group: An EME or QSE which is at last 51% owned by:	with an	enterprise in terr
Black people who are youth  Black people who are women  Black people with disabilities  Black people living in rural or underdeveloped areas or townships  Cooperative owned by black people  Black people who are military veterans  OR  Any EME  Any QSE  DECLARATION WITH REGARD TO COMPANY/FIRM  1 Name of company/firm:				$\sqrt{}$
Black people with disabilities  Black people living in rural or underdeveloped areas or townships  Cooperative owned by black people  Black people who are military veterans  OR  Any EME  Any QSE  DECLARATION WITH REGARD TO COMPANY/FIRM  1.1 Name of company/firm:  1.2 VAT registration number:  1.3 Company registration number:  1.4 TYPE OF COMPANY/ FIRM  Partnership/Joint Venture / Consortium  One person business/sole propriety  Close corporation  Company  (Pty) Limited  [TICK APPLICABLE BOX]	Blac	k people		
Black people with disabilities  Black people living in rural or underdeveloped areas or townships  Cooperative owned by black people  Black people who are military veterans  OR  Any EME  Any QSE  3. DECLARATION WITH REGARD TO COMPANY/FIRM  3.1 Name of company/firm:  3.2 VAT registration number:  3.3 Company registration number:  3.4 TYPE OF COMPANY/ FIRM  Partnership/Joint Venture / Consortium  One person business/sole propriety  Close corporation  Company  (Pty) Limited  [TICK APPLICABLE BOX]	Blac	k people who are youth		
Black people living in rural or underdeveloped areas or townships  Cooperative owned by black people  Black people who are military veterans  OR  Any EME  Any QSE  3. DECLARATION WITH REGARD TO COMPANY/FIRM  3.1 Name of company/firm:	Blac	k people who are women		
Cooperative owned by black people  Black people who are military veterans  OR  Any EME  Any QSE  3. DECLARATION WITH REGARD TO COMPANY/FIRM  3.1 Name of company/firm:  3.2 VAT registration number:  3.3 Company registration number:  3.4 TYPE OF COMPANY/ FIRM  Partnership/Joint Venture / Consortium  One person business/sole propriety  Close corporation  Company  (Pty) Limited  [TICK APPLICABLE BOX]	Blac	k people with disabilities		
Black people who are military veterans  OR  Any EME  Any QSE  3. DECLARATION WITH REGARD TO COMPANY/FIRM  3.1 Name of company/firm:	Blac	k people living in rural or underdeveloped areas or townships		
Any EME  Any QSE  3. DECLARATION WITH REGARD TO COMPANY/FIRM  3.1 Name of company/firm:	Coop	perative owned by black people		
Any EME  Any QSE  3. DECLARATION WITH REGARD TO COMPANY/FIRM  3.1 Name of company/firm:	Blac	k people who are military veterans		
Any QSE  3. DECLARATION WITH REGARD TO COMPANY/FIRM 3.1 Name of company/firm:	OR			
B. DECLARATION WITH REGARD TO COMPANY/FIRM  3.1 Name of company/firm:	Any	EME		
Name of company/firm:  Name of company of company of company of company  Name of company/firm:  Name of company/fi	Any	QSE		
TYPE OF COMPANY/ FIRM  Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation Company (Pty) Limited [TICK APPLICABLE BOX]	3. 3.1 3.2	Name of company/firm:  VAT registration number:		
<ul> <li>□ Partnership/Joint Venture / Consortium</li> <li>□ One person business/sole propriety</li> <li>□ Close corporation</li> <li>□ Company</li> <li>□ (Pty) Limited</li> <li>[TICK APPLICABLE BOX]</li> </ul>				•••••
3.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES	J. T	<ul> <li>Partnership/Joint Venture / Consortium</li> <li>One person business/sole propriety</li> <li>Close corporation</li> <li>Company</li> <li>(Pty) Limited</li> </ul>		
	3.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES		

i) What percentage of the contract will be subcontracted......%
ii) The name of the sub-contractor......

8.6	COMPA	NY CLASSIFICATION				
	□ Su □ Pr □ Ot	anufacturer upplier ofessional service provider ther service providers, e.g. trans PPLICABLE BOX	porter, etc.			
8.7	Total nu	ımber of years the company/firm	has been in business:			
8.8	that the 1.4 and	points claimed, based on the B	authorised to do so on behalf of the company/firm, certify s-BBE status level of contributor indicated in paragraphs qualifies the company/ firm for the preference(s) shown			
	i) The	information furnished is true and	d correct;			
	1.4	iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;				
	or a		utor has been claimed or obtained on a fraudulent basis have not been fulfilled, the purchaser may, in addition to			
	(a)	) disqualify the person from the	e bidding process;			
	(b)	<ul><li>recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;</li></ul>				
	(c)		n any damages which it has suffered as a result rable arrangements due to such cancellation;			
	(d)	only the shareholders and restricted by the National Tre	or contractor, its shareholders and directors, or directors who acted on a fraudulent basis, be easury from obtaining business from any organ of ing 10 years, after the audi alteram partem (hear applied; and			
	(e)	) forward the matter for crimina	al prosecution.			
WI	TNESSES					
1.			DATE:			

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand yis the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial development/ip.isp at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Items	Stipulated minimum threshold %
Steel Value-added Products     Fabricated Structural Steel     Joining/Connecting Components     Frames     Fasteners     Wire Products	<ul> <li>100%</li> <li>100%</li> <li>100%</li> <li>100%</li> <li>100%</li> <li>100%</li> </ul>
Pumps, Medium Voltage (MV) Motor and Associated Accessories	70%
Plastic Pipes	100%
<ul> <li>Polyvinyl chloride (PVC) pipes</li> <li>High density polyethylene (HDPE) pipes</li> <li>Polypropylene (PP) pipes</li> <li>Glass reinforced plastic (GRP) pipes</li> </ul>	<ul><li>100%</li><li>100%</li></ul>

3.Does any portion of the goods or services offered have any imported content? (*Tick applicable box*)

YES	NO	
	110	

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

**4.** Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

# LOCAL CONTENT DECLARATION (REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN DECRECT OF DID NO
IN RESPECT OF BID NO.
ISSUED BY: (Procurement Authority / Name of Institution):
NB
The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting or behalf of the bidder.
Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible or <a href="http://www.thedti.gov.za/industrial_development/ip.jsp">http://www.thedti.gov.za/industrial_development/ip.jsp</a> . Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at leas 5 years. The successful bidder is required to continuously update Declarations C, E and E with the actual values for the duration of the contract.
I, the undersigned,
entity), the following:
(a) The facts contained herein are within my own personal knowledge.
(b) I have satisfied myself that:
<ul> <li>the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and</li> </ul>
(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:
Bid price, excluding VAT (y)
Imported content (x), as calculated in terms of SATS 1286:2011
Stipulated minimum threshold for local content (paragraph 3 above)
Local content %, as calculated in terms of SATS 1286:2011

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:	
WITNESS No. 1	DATE:
WITNESS No. 2	DATE:

						An	nex C						SATS
					L	ocal Content D	Declaration - S	ummary Scl	nedule				1286.201
C1 [	Tender N	No.	RFP 242/202	22								Note: VAT to be exc	cluded from
C2	Tender o	lescription										all calculations	
C3	Designat	ted product(s)	As per Below	v 'List of Items"									
C4	Tender A	Authority:	DBSA										
C5		ng Entity name			<b>.</b>		7		=				
C6		Exchange Rate:	Pula		EU		GBP						
C7	Specified	d local content %											
г						Calculation of						der Summary	
	Tender item no's	List of iter	ms	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total Tender Value	Total Exempted imported content	Total Imported content
-	(C8)	(C9)		(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
-	1	Steel Value-added P	roducts										
	2	Pumps, Medium Volt Motor and Associate											
	3	Plastic Pipes											
' <u>-</u>									(C20) Total T	ender Value			_
	Signatur	e of Tenderer from Anr	nex B						` '	al Exempt impo			
									(C22) Total Ter	nder net of exen	content		
											, ,	otal imported Content	
=				_							,	4) Total Local Content	
	Date:			_						(C25	5) Average Lo	ocal Content % tender	

													SATS 1286.201
					Aı	nnex D							
			lr.	nported Co	ntent Declaratio	n - Suppoi	ting Sche	dule to An	nex C		î		
(D1)	Tender No.												
(D1) (D2)	Tender No.	tion:							Note: VAT to be				
(D3)	Designated Pro								from all calculat	ions			
(D4)	Tender Authori	•											
(D5)	Tendering Entit												
(D6)	Tender Exchang	ge Rate:	Pula		EU	R 9.00	GBP	R 12.00					
	A. Exempte	ed imported co	ontent				C	alculation of	imported conte	ent			Summary
	Tender item no's	Description of im		Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate		Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted importe
	(D7)	(D8	)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
										(D19)	Total exempt imp		
													ust correspond with nex C - C 21
	B. Importe	d directly by th	ne Tenderer				C	alculation of	imported conte	ent			Summary
	Tender item no's	Description of im		Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice			Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
	(D20)	(D2)	1)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
										1			
									-				
		`											
										(D32) Tota	l imported value	hy tendere	r R

												SATS 1286
				Annex I	D - Conti	nued						
		l.	mported Co	ntent Declaratio	n Suppo	rting Scho	dulo to An	nov C				
		II	nported Col	itent Declaratio	ii - Suppoi	ting Scrie	dule to All	nex C				
C. Import	ed by a 3rd part	ty and supplie	d to the Te	nderer		С	alculation of	imported conte	ent		S	ummary
Description	of imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange		Freight costs to port of entry		Total landed cost excl VAT	Quantity imported	Total impor value
	(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
`									(D/E) Tota	l imported value	by 2rd party	
									(D43) Tota	i illiporteu value	by Siu party	
D. Other f	oreign currency	y payments		Calculation of forei								Summary payment
Туре	of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange							Local value payment
	(D46)	(D47)	(D48)	(D49)	(D50)							(D51)
					1	(D52)	Total of foreign	gn currency paym	ents declared	by tenderer and	or 3rd party	
Signature of t	enderer from Annex I	В										
					(D	53) Total of im	ported conter	nt & foreign curre	ncy payments	- (D32), (D45) &	<i>(D52)</i> above	#REF!
												st correspond
											Ann	ex C - C 23

							SATS 1286.2011	
				Anne	×Е			
		Local	Content Declar	ration - S	upporting S	chedule to Annex C		
E1)	Tender No.					Note: VAT to be excluded	from all	
E2)	Tender descri	ption:				calculations		
E3)	Designated pr	oducts:						
E4)	Tender Autho							
'E5)	Tendering Ent	ity name:						
		Local Products						
		(Goods, Services and Works)	Description	of items p	urchased	Local suppliers	Value	
				(E6)		(E7)	(E8)	
							<del> </del>	
							+	
						+	<del> </del>	
				(50) T . I				
				(E9) Total	local products (	Goods, Services and Works)	R O	
	(E10)	Manpower costs	( Tenderer's manpo	wer cost)			RO	
	(220)		( remacres simarips					
	(E11)	Factory overheads	(Rental, depreciation	n & amortis	sation, utility cos	sts, consumables etc.)	RO	
	, ,							
	(E12)	Administration ove	rheads and mark-up	(Marketing	, insurance, fina	ncing, interest etc.)	R O	
						(E13) Total local content	RO	
						This total must correspon	id with Annex C -	
	Signature of t	enderer from Annex	<u>B</u>					
	Data	-	-					
	Date:							

#### **Annexure B**

#### SBD 8

# DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 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( <a href="www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes	<b>№</b> □
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="www.treasury.gov.za">www.treasury.gov.za</a> ) 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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No

4.3.1	If so, furnish particulars:		
4.0.1	ii 30, tuttiisti particulais.		
4.4	Was any contract between the bidder and any organ of state terminated duri	ng Yes	No
t	the past five years on account of failure to perform on or comply with t		
C	contract?		
4.4.1	If so, furnish particulars:		
CERTIF	FICATION		
CERTIF	FICATION		
I, THE I	UNDERSIGNED (FULL NAME)		
_	FY THAT THE INFORMATION FURNISHED ON THIS DECLARAT	ION FOR	RM IS T
	ORRECI		
O.	ORRECT.		
C.	ORRECT.		
I ACCE	EPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,		MAY B
I ACCE			MAY B
I ACCE	EPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,		MAY B
I ACCE	EPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,		MAY B
I ACCE	EPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,	Ξ.	MAY B
I ACCE	EPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, GAINST ME SHOULD THIS DECLARATION PROVE TO BE FALS	Ξ.	MAY B
I ACCE	EPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, GAINST ME SHOULD THIS DECLARATION PROVE TO BE FALS	Ξ.	MAY B
I ACCE Ac	EPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, GAINST ME SHOULD THIS DECLARATION PROVE TO BE FALS	Ē. 	MAY B
I ACCE Ac	EPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, GAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE  ure Date	Ē. 	MAY B
I ACCE Ac	EPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, GAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE  ure Date	Ē. 	MAY B
I ACCE Ac	EPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, GAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE  ure Date	Ē. 	MAY B
I ACCE Ac	EPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, GAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE  ure Date	Ē. 	MAY B

#### **Annexure C**

## SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 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). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- This SBD 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 bidrigging.
- In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>&</sup>lt;sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

#### SBD 9

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:	
(Bid Number and Description)	
in response to the invitation for the bid made by:	
(Name of Institution)	<del></del>
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<sup>3</sup> will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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

<sup>&</sup>lt;sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

#### SBD 9

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.

SignatureDate		
Position Name of Bidder		 

Annexure D
Bidders are required to include, as Annexure F to their Bids, certified copies of all relevant CIPC registration documents listing all members with percentages, in the case of a close corporation

## **Annexure E**

Bidders are required, as annexure G to their Bids, to submit certified copie	<b>?</b> S
of the latest share certificates of all relevant companies	

#### **Annexure F**

Bidders which submit Bids as an unincorporated joint venture, consortium or other association of persons are required to submit, as Annexure H, a breakdown of how the percentage (%) fees and work will be split between the various people or entities which constitute the Bidder.

#### **Annexure G**

Bidders are required to include, as Annexure I to their Bids, supporting documents to their responses to the Pre- Qualifying Criteria and Evaluation Criteria.

Where the supporting document is the profile of a member of the Bidder's proposed team, this should be indicated.

#### **Annexure H**

### [General Conditions of Contract]

PLEASE NOTE THAT ALL BIDDERS ARE REQUIRED TO READ THROUGH THE GENERAL CONDITIONS OF CONTRACT PRESCRIBED BY THE NATIONAL TREASURY. SUCH GENERAL CONDITIONS OF CONTRACT CAN BE ACCESSED ON THE NATIONAL TREASURY WEBSITE.

PLEASE NOTE FURTHER THAT ALL BIDDERS MUST ENSURE THAT THEY ARE WELL ACQUINTED WITH THE RIGHTS AND OBLIGATIONS OF ALL PARTIES INVOLVED IN DOING BUSINESS WITH GOVERNMENT.

NOTE: All Bidders are required to confirm (Tick applicable box) below:

Item	YES	NO
Is the Bidder familiar with the General Conditions of Contract prescribed by the National Treasury?		

#### Annexure I

**Tax Compliant Status and CSD Registration Requirements** 

All PROSPECTIVE BIDDERS MUST HAVE A TAX COMPLIANT STATUS EITHER ON THE CENTRAL SUPPLIER DATABASE (CSD) OF THE NATIONAL TREASURY OR SARS E FILING PRIOR TO APPOINTMENT/AWARD OF THE BID.

REGISTRATION ON THE CSD SITE OF THE NATIONAL TREASURY IS A COMPULSORY REQUIREMENT FOR A BIDDER TO BE APPOINTED, TO CONDUCT BUSINESS WITH THE DBSA. THE ONUS IS ON THE SUCCESSFUL BIDDER TO REGISTER ON THE CSD SITE AND PROVIDE PROOF OF SUCH REGISTRATION PRIOR TO APPOINTMENT/AWARD OF THE BID.



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