



**public works
& infrastructure**
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER: CPT1003/21

**CAPE TOWN: PARLIAMENTARY RESIDENTIAL ACCOMMODATION:
THE PROVISION OF PERFORMANCE BASED INTEGRATED
FACILITIES MANAGEMENT SERVICE FOR A FIVE (5) YEAR PERIOD**

TENDER DOCUMENT

OCTOBER 2021

ISSUED BY:

**THE DIRECTOR GENERAL
DEPARTMENT OF PUBLIC WORKS
PRIVATE BAG X9027
CAPE TOWN
8000**

NAME OF TENDERER:

TABLE OF CONTENTS

BOOK 1 OF 3: THE TENDER

Note to Tenderer
Document Breakdown Structure
Brief Scope of Works

Volume 1: TENDERING PROCEDURES

Notice and Invitation to Tender (PA-04 GS)
Tender Data (DPW-03 EC)

Volume 2: RETURNABLE DOCUMENTS

List of returnable documents (PA-09 GS)
Invitation to Bid (PA-32)
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)
Certification of Independent Bid Determination (PA-29)
Resolution of Board of Directors (PA-15.1)
Resolution of Board of Directors (Consortia/JV) (PA-15.2)
Special Resolution of Consortia or JV's (PA-15.3)
Site Inspection Meeting Certificate (DPW-16 EC)
Preference Points Claim Form in Terms of the PPPFA 2017 (PA-16)
Particular of Tenderer's Projects (DPW-09 EC)
Declaration of Local Production & Content (PA-36)
Declaration of Designated groups for Preferential Procurement (PA-40)
Record of Addenda to Tender Documents (DPW-21 EC)
Schedule of Subcontractors (DPW-15 EC)
Particulars of Electrical Contractor (DPW-22 EC)
Schedule for imported materials and equipment (DPW-23 EC)
Declaration – EPWP
Declaration – Young Professionals

Volume 3: THE CONTRACT

Volume 3.1: AGREEMENT AND CONTRACT DATA

Part A - Conditions of Contract (PA-10 FM)
Part B - Amendments to Standard Conditions of Contract
Part C - Contract Data (DPW-04 FM)
Part D - Special Conditions of Contract
Variable Construction Guarantee (DPW-10.5 FM)
Construction Guarantee (DPW-10.4 EC)

BOOK 2 OF 3

Volume 3.2: PRICING DATA

C2.1 - Pricing Instructions (PG-02.1 EC) -

Bill of Quantities:

- Preventative Maintenance
- Corrective Maintenance

BOOK 3 OF 3

Volume 4: SCOPE OF SERVICES

- 4.1 Standard Specifications
- 4.2 Project Specifications
- 4.3 Technical & Particular Specifications
- 4.4 Additional Specifications

Volume 5: SITE INFORMATION

C4 – Site Information (PG-03.1 EC)

Property / Building Information

Asset Register

NOTE TO TENDERER

Tenderers to refer to the Document Breakdown Structure to familiarise them with the compilation of the Tender Document:

- 1) Book 1 – Tendering Procedures, Returnable Document & Agreement and Contract Data (V1, V2 & V3.1)
- 2) Book 2 – Pricing Data = Book 2A, 2B, 2C and 2D (4 Parts) (V3.2)
- 3) Book 3 – Scope of Services and Site Information (V4 & V5)

The following to be returned at tender closing date:

- 1) Book 1:

The fully completed Book 1 with:

- (a) The required Response to Functionality
- (b) A Project Execution Plan showing activity, sub-activities, duration, resources and cashflow projections / methodology / management of Operation Centre.
- (c) Fully completed declarations for EPWP and Young Professionals

- 2) Book 2:

Only the following Summaries of the Priced Bill of Quantities (BoQ) to be submitted:

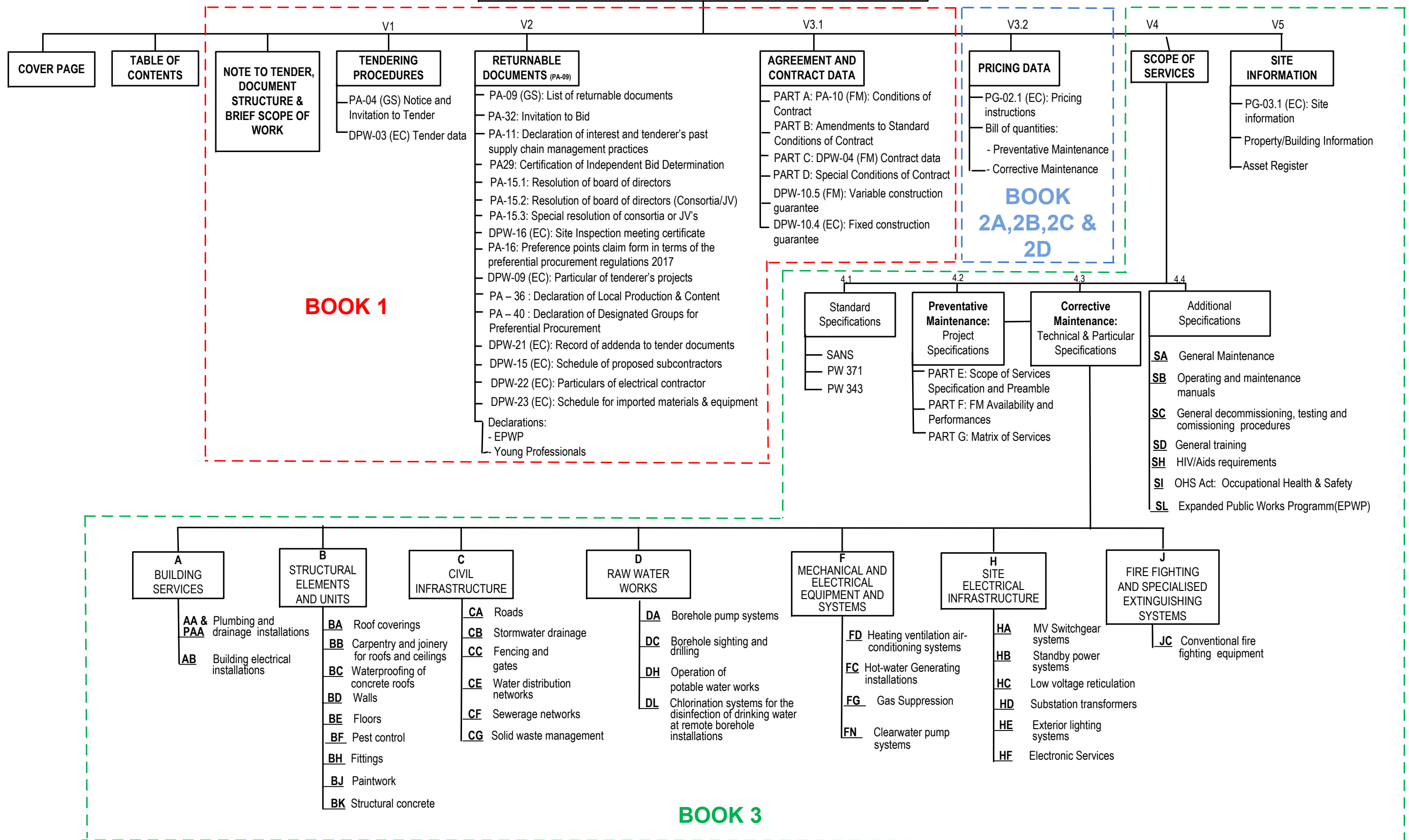
- (a) Final Summary Page for Preventative Maintenance
- (b) Final Summary Page for Corrective Maintenance and
- (c) Total Final Tender Summary

Please Note: Not the complete set of the Priced Bill of Quantities needs to be submitted.

- 3) Book 3:

Not required to be returned at tender closing date.

DOCUMENT BREAKDOWN STRUCTURE



CAPE TOWN: PARLIAMENTARY RESIDENTIAL ACCOMMODATION: THE PROVISION OF PERFORMANCE BASE INTEGRATED FACILITIES MANAGEMENT SERVICE FOR A FIVE (5) YEAR PERIOD

1 BRIEF SCOPE OF WORKS

The scope of works entails maintenance of 591 residential houses, 234 apartments and 136 support buildings, including the associated services. The FMSP maintains the facilities for the service period (five years).

Maintenance implies full time Facilities Management Services, preventative maintenance, corrective maintenance, servicing, training, statutory inspections, tests as well operational damages and all other repairs on all components of the specified installations

Maintenance is performed in accordance with the Technical and Maintenance Specifications, the Operation and Maintenance Manuals (where applicable) and the Maintenance Control Plan.

An integral part of the tender documentation is a Bill of Quantities / Schedule of rates reflecting the pricing for the Provision of Facilities Management Services incorporating the items for Preventative Maintenance and Corrective Maintenance.

The extent of the scope of the works are further described in:

- Matrix of Services
- Asset Register
- Property / Building Information spreadsheet

The requirements as well as penalties and sanctions that applies are fully described in:

- Part A: Facilities Management Conditions of Contract
- Part B: Amendments to the Standard Conditions of Contract
- Part C: Contract Data
- Part D: Special Conditions of Contract
- Part E: Scope of Services) and
- Part F: Facilities Management Availability and Performance.

2 PREVENTATIVE MAINTENANCE AND CORRECTIVE MAINTENANCE

2.1 Preventative Maintenance

Preventative maintenance entails the rendering of services and servicing of facilities in accordance with the Technical and Maintenance Specifications and in accordance with a predetermined maintenance control plan.

Preventative maintenance is aimed at minimization of breakdowns and is done whilst the facility is occupied / operational.

Preventative maintenance requires that the FMSP provides an All-Inclusive maintenance service which include installations / buildings that require 24hr / 7days / 365-day as well as periodic servicing.

Preventative maintenance services that require 24hr / 7days / 365-day maintenance will be remunerated monthly and is detailed in the Table 1 below.

Table 1

	Description	Service (Monthly)
Service 1:	Facilities Management	Facility Management
Service 2:	Building Fabric and Services	Cleaning windows, doors louvres, shopfronts. Heating ventilation and cooling systems Lifts, Hoists and conveyance systems Fire detection. Fire suppression. Fire equipment inspection and register. Electrical service and distribution. External Lighting. Auxiliary and Standby power. Plumbing and drainage. Handyman services Domestic appliances Commercial appliances
Service 3:	Security and Emergency Preparedness	Security equipment Security systems Safes and locksmiths
Service 4:	Grounds Maintenance	Horticulture and landscaping
Service 5:	Swimming Pools, Jacuzzi's and Water Features	Swimming Pools Jacuzzis Water features
Service 6:	Cleaning and Hygiene	Patrol and routine cleaning
Service 7:	Waste Management	Waste management duties Dry waste
Service 9:	Environmental Management	Environmental duties

Preventative Maintenance that requires servicing at stipulated intervals will be remunerated once the work has been completed and is detailed in the Table 2 below.

Table 2

	Description	Service (Periodic)
Service 1:	Facilities Management	Cleaning facade walls, gutters, roofs, signage
Service 2:	Building Fabric and Services	Domestic Airconditioning and bathroom extractors Firefighting and protection Fire hydrants. Audio visual system. Electronic cabling infrastructure
Service 7:	Waste Management	Bin cleaning
Service 9:	Environmental Management	Pest control

2.2 Corrective Maintenance

Corrective Maintenance entails the rendering of services and repairs of facilities in accordance with the Technical and Maintenance Specification and will form part of the BoQ and implemented under the instruction of the Facilities Management Consultant and remunerated as per the contractor's tendered rates.

Corrective Maintenance will be executed based on:

- The conditional assessments of the facilities / installations / buildings
- Regular upkeep such as painting, and replacement of carpets will be included in Corrective Maintenance and will only be remunerated once the service has been rendered.
- Any damages that occur under abnormal circumstances such as vandalism or damages due to accidents.
- Any work identified in the Annual Building Plan that do not form part of Preventative Maintenance

The bidders will be required to price the Corrective maintenance BoQ based on the Technical Specifications provided. Table 3 below described the scope of works to be priced under corrective maintenance.

Table 3

SECTION 1 - Builders Work	SECTION 2 - External Works
<i>Alterations</i>	<i>Alterations</i>
<i>CFR</i>	<i>Earthworks</i>
<i>Masonry</i>	<i>CFR</i>
<i>Waterproofing</i>	<i>Plastering</i>
<i>Roof coverings, cladding etc.</i>	<i>Paintwork</i>
<i>Carpet and joinery</i>	<i>Fencing</i>
<i>Ceilings, partitions, and access</i>	<i>Roadworks, parking, and paving</i>
<i>Floor coverings, wall linings</i>	SECTION 3 - Electrical Works
<i>Ironmongery</i>	<i>Electrical Installations</i>
<i>Structural steelwork</i>	<i>Standby Power</i>
<i>Metalwork</i>	<i>CCTV & Security</i>
<i>Plastering</i>	SECTION 4 - Fire
<i>Tiling</i>	<i>Firefighting Equipment</i>
<i>Plumbing and drainage</i>	<i>Fire Detection</i>
<i>Glazing</i>	SECTION 5 -Mechanical Works
<i>Paintwork</i>	<i>Air Conditioning</i>
<i>Paperhanging</i>	<i>Fans and Ducting</i>

3 OTHER REQUIREMENTS TO BE IMPLEMENTED

3.1 CALL CENTRE (COMPLAINT LOGGING)

A Call Centre will be introduced. The process of communication and complaint logging procedure should be included in the Facility Management Plan.

The Call centre is fully described under Part D: Special Conditions of contract

3.2 BUILDING INFORMATION MANAGEMENT SYSTEM (BIMS)

The FMSP will be required to implement a Building Information Management System (BIMS) provided by the Client. This system will be able to integrate various sub-systems for the benefit of asset management.

The BIMS is fully described under Part D: Special Conditions of contract.

3.3 HEALTH & SAFETY

Health and Safety needs to be implemented for the duration of the project and needs to be priced in accordance with Specification SI.

3.4 HIV AIDS AWARENESS

HIV Aids Awareness needs to be implemented for the duration of the project and needs to be priced in accordance with Specification SO.

4 EMPOWERMENT TARGETS

The following empowerment targets form and integral part of the project. Penalties will be applied for failing to meet the set targets.

4.1 SUBCONTRACTING TARGETS GOALS

The Facilities Management Service Provider will be required to subcontract a minimum of 30% of their bids to any of the following:

- An EME or QSE which is at least 51% owned by black people who are youth
- An EME or QSE which is at least 51% owned by black people who are women
- An EME or QSE which is at least 51% owned by black people with disabilities.

4.2 EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

The EPWP NYS programme will be included in the project. The main deliverables will be provision of orientation, life skills development and technical training as well as experiential learning opportunities for 188 youth workers over a 5-year period. EPWP needs to be priced in accordance with Specification SL.

TENDER NO: CPT1003/21
CAPE TOWN: PARLIAMENTARY RESIDENTIAL ACCOMMODATION: THE PROVISION OF PERFORMANCE BASED
INTEGRATED FACILITIES MANAGEMENT SERVICE FOR A FIVE (5) YEAR PERIOD

1. THE TENDER



1.1 TENDERING PROCEDURES

PA-04 (GS): NOTICE AND INVITATION TO BID

Project title:	<i>CAPE TOWN: PARLIAMENTARY RESIDENTIAL ACCOMMODATION: THE PROVISION OF PERFORMANCE BASED INTEGRATED FACILITIES MANAGEMENT SERVICE FOR A FIVE (5) YEAR PERIOD</i>		
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Bid no:	CPT1003/21		
Advertising date:	20 October 2021	Closing date:	26 November 2021
Closing time:	11H00 AM	Validity period:	90 days

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed, and signed in ink.
<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
<input checked="" type="checkbox"/>	Submission of (PA-11.): Declaration of Interest and Bidder's Past Supply Chain Management Practices.
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	Compliance to Local Production and Content requirements as per PA36 and Annexure C
<input checked="" type="checkbox"/>	Provide proof of registration with National Treasury's Central Supplier Database (CSD) by completing the Supplier Registration Number on the PA-32 Form
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement (Item 6.2 must be completed)
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited (do not use any correction fluid in the document)
<input checked="" type="checkbox"/>	Submission of DPW-16 (Compulsory Site Meeting Certificate)
<input type="checkbox"/>	Submission of Tax Compliance status pin or a copy of Tax Certificate
<input type="checkbox"/>	Submission of (PA-40 form) Declaration of designated groups for preferential procurement.
<input checked="" type="checkbox"/>	Submission of Valid original or certified BBBEE certificate, accredited by SANAS or valid sworn affidavit attested by Commissioner of Oaths/DTI Affidavit.
<input checked="" type="checkbox"/>	Submission of signed EPWP declaration and compliance to EPWP requirements
<input checked="" type="checkbox"/>	Bidders to submit a specific Project Execution Plan showing activity, sub-activities, duration, resources and cashflow projections / methodology / management of Operation Centre
<input checked="" type="checkbox"/>	- Submission of (PA-32) invitation to Bid - Summary of Bill of Quantities to be submitted at tender closing date only, not the whole Bill of Quantities - Attendance to a compulsory clarification / briefing meeting (contact session) to be held in Cape Town. DPW-16 EC: Site Meeting Certificate as proof of attendance and attendance register to be completed in a meeting.
<input type="checkbox"/>	
<input type="checkbox"/>	

Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

<input type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status level of contributor: <input type="checkbox"/> Level 1 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 3
<input type="checkbox"/>	An EME or QSE
<input checked="" type="checkbox"/>	A tenderer subcontracting a minimum of 30% to: <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people <input checked="" type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth <input checked="" type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input checked="" type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships <input type="checkbox"/> A co-operative which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An EME or QSE;

This bid will be evaluated according to the preferential procurement model in the PPPFA:
(Tick applicable preference point scoring system)

<input type="checkbox"/> 80/20 Preference points scoring system	<input checked="" type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

Note: Functionality will be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Functionality criteria: ¹	Weighting factor:
<p>1. VALUE AND EXPERIENCE OF LARGEST CONTRACTS ON THE FACILITIES MANAGEMENT CONTRACT OR SIMILAR SERVICES.</p> <p>Value of Largest Contract for Facilities Management services contracts or similar services, successfully completed in the past 10 years. (Completion certificates/ Final Statement or Reference letters to be attached)</p> <ul style="list-style-type: none"> - Contract value of more than R10m but less than R50m 1 Point - Contract value of more than R50m but less than R100m 2 Points - Contract value of more than R100m but less than R150m 3 Points - Contract value of more than R150m but less than 250m 4 Points - Contract Value of more than R250m 5 Points 	30
<p>2. EXPERIENCE</p> <p>Number of years with proven experience in successfully rendering Facilities Management contracts or similar services. Reference / experience reports on previous projects must be submitted.</p> <ul style="list-style-type: none"> - More than 5 years in rendering FM contracts 1 Point - More than 8 years' experience in rendering FM contracts 2 Points - More than 10 years' experience in rendering FM contracts 3 Points - More than 12 years' experience in rendering FM contracts 4 Points - More than 15 years' experience in rendering FM contracts 5 Points 	25

¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case-by-case basis.



<p>3. QUALIFICATION AND EXPERIENCE OF KEY PERSONEL Management (Key Person) must have qualifications in a built environment discipline as well as experience in rendering Facilities Management contracts or similar services in the capacity of a Service Manager. Copies of qualifications: BTech/BSc/ Diploma in Built Environment / Facilities Management accredited by SAQA must be submitted as well as a detailed CV.</p> <p>Managed FM contracts:</p> <ul style="list-style-type: none"> - More than 2 year but less than 4 years 1 Point - More than 4 years but less than 6 years 2 Points - More than 6 years but less than 8 years 3 Points - More than 8 years but less than 10 years 4 Points - Managed FM contracts for more than 10 years 5 Points 	20
<p>4. TECHNICAL QUALIFICATIONS AND EXPERIENCE OF ARTISANS The Service Providers must submit resources in each of the trades listed below who has the stipulated Technical Qualifications and experience. The average points will be used for the 4 trades listed below.</p> <ul style="list-style-type: none"> a) Landscaper/ Horticulture - Level 5 qualification. b) Licenced Electrician (Wireman's licence). c) Licenced Plumber (approved trade test certificate) d) Building- Construction Manager registered with SACPCMP <p>Certified copies of qualifications, accredited by SAQA to be attached, including CV.</p> <ul style="list-style-type: none"> - Managed service for more than 2 years 1 Point - Managed services for more than 4 years 2 Points - Managed services for more than 6 years 3 Points - Managed services for more than 8 years 4 Points - Managed services for more than 10 years 5 Points 	10
<p>5. FINANCIAL CAPABILITY: BANK RATING The bidder to provide a bank rating issued by a recognised financial institution.</p> <ul style="list-style-type: none"> - Rating E 1 Point - Rating D 2 Points - Rating C 3 Points - Rating B 4 Points - Rating A 5 Points 	5
<p>6. FINANCIAL CAPABILITY: FINANCIAL STATEMENTS The bidders Audited Financial Statements indicating the best annual turnover over five-year period will be assessed.</p> <ul style="list-style-type: none"> - Turnover of more than R20m but less than R30m per annum 1 Point - Turnover of more than R30m but less than R40m per annum 2 Points - Turnover of more than R40m but less than R50m per annum 3 Points - Turnover of more than R50m but less than R60m per annum 4 Points - Turnover exceeding R60m per annum 5 Points 	10
<p>Total</p>	100
<p>Minimum functionality score to qualify for further evaluation:</p>	60

Subject to sub-regulation 6(2) and /or 7(2), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- The points scored by a tenderer in respect of the level of BBEE contribution contemplated in sub regulation 6(2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) and 7(1) respectively
- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

COLLECTION OF BID DOCUMENTS:

- Bid Document: Book 1 will be available for download on the e-Tender portal www.etenders.gov.za. Book 2A, 2B, 2C, 2D and Book 3 can be accessed via the following: Dropbox link https://www.dropbox.com/sh/rucevibratb0gzb/AADtC8zzZnef3-mRb7_B33EUa?dl=0 and WeTransfer link <https://we.tl/t-cYhcXt2cbm>
- Alternatively, bid documents may be collected during working hours at the following address **Customs Building, Tender Office, Room 941**. A non-refundable bid deposit of R **1000-00** is payable, (Cash only) is required on collection of the bid documents. Bid document Book 1, Book 2A, 2B, 2C & 2D and Book 3 will be provided to tenderers.
- A **compulsory** pre bid meeting with representatives of the Department of Public Works will take place at **Department of Public Works, Heerengracht Road, Foreshore, Cape Town, 8000** on **05/11/2021** starting at **11:00am**.
Venue: **Department of Public Works, Customs House, 3rd Floor, The Dome.**

ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

DPW Project Leader:	Vuyani Ncube	Telephone no:	011 713 6128
Cell no:	076 689 9480	Fax no:	011 399 1698
E-mail:	Vuyani.ncube@dpw.gov.za		

DEPOSIT / RETURN OF BID DOCUMENTS:

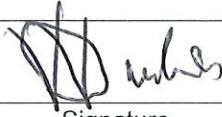
Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.

All tenders must be submitted on the official forms –

<p>BID DOCUMENTS MAY BE POSTED TO:</p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 9027 CAPE TOWN</p> <p>ATTENTION: PROCUREMENT SECTION: ROOM 941</p> <p><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></p>	OR	<p>DEPOSITED IN THE TENDER BOX AT:</p> <p><i>MAIN ENTRANCE CUSTOMS HOUSE LOWER HEERENGRACHT CAPE TOWN</i></p>
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COMPILED BY:

Mr Vuyani Ncube		DPW Project Leader	18/10/2021
Name of Project Leader	Signature	Capacity	Date



1.2 TENDER DATA

DPW-03 (EC): TENDER DATA

Project title:	CAPE TOWN: PARLIAMENTARY RESIDENTIAL ACCOMMODATION: THE PROVISION OF PERFORMANCE BASED INTEGRATED FACILITIES MANAGEMENT SERVICE FOR A FIVE (5) YEAR PERIOD
Reference no:	3/12/20/3/1

Tender no:	CPT1003/21	Closing date:	26 November 2021
Closing time:	11:00	Validity period:	90 days

Clause number :	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see www.cidb.org.za).</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked “C” in the above mentioned Standard Conditions of Tender.</p>
C.1.1	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
C.1.2	<p>For this contract the three-volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings as contained in the CIDB’s “Standard for Uniformity in Construction Procurement.”</p> <p>The three-volume procurement document issued by the employer comprises the following:</p> <p>BOOK 1 OF 3: THE TENDER</p> <p>Volume 1: TENDERING PROCEDURES</p> <p>Notice and Invitation to Tender (PA-04 GS)</p> <p>Tender Data (DPW-03 EC)</p> <p>Volume 2: RETURNABLE DOCUMENTS</p> <p>List of returnable documents (PA-09 GS)</p> <p>Form of Offer and Acceptance (PA-32)</p> <p>Declaration of Interest and Tenderer’s Past Supply Chain Management Practices (PA-11)</p> <p>Certification of Independent Bid Determination (PA-29)</p> <p>Resolution of Board of Directors (PA-15.1)</p> <p>Resolution of Board of Directors (Consortia/JV) (PA-15.2)</p> <p>Special Resolution of Consortia or JV’s (PA-15.3)</p> <p>Site Inspection Meeting Certificate (DPW-16 EC)</p> <p>Preference Points Claim Form in Terms of the PPPFA 2017 (PA-16)</p> <p>Particular of Tenderer’s Projects (DPW-09 EC)</p> <p>Declaration of Local Production & Content (PA-36)</p> <p>Declaration of Designated groups for Preferential Procurement (PA-40)</p> <p>Record of Addenda to Tender Documents (DPW-21 EC)</p> <p>Schedule of Subcontractors (DPW-15 EC)</p>

	<p>Particulars of Electrical Contractor (DPW-22 EC)</p> <p>Schedule for imported materials and equipment (DPW-23 EC)</p> <p>Declaration for EPWP</p> <p>Declaration for Young Professionals</p>
Volume 3:	THE CONTRACT
Volume 3.1:	AGREEMENT AND CONTRACT DATA
	<p>Part A - Conditions of Contract (PA-10 FM)</p> <p>Part B - Amendments to Standard Conditions of Contract</p> <p>Part C - C1.2 - Contract Data (DPW-04 FM)</p> <p>Part D - Special Conditions of Contract</p> <p>C1.3 – Form of Guarantee (DPW-10.5 FM / DPW-10.4 EC)</p>
	BOOK 2 OF 3
Volume 3.2:	PRICING DATA
	<p>C2.1 - Pricing Instructions (PG-02.1 EC)</p> <p>Bill of Quantities:</p> <ul style="list-style-type: none"> - Preventative Maintenance - Corrective Maintenance
	BOOK 3 OF 3
Volume 4:	SCOPE OF SERVICES
	<p>4.1 Standard Specifications</p> <p>4.2 Preventative Maintenance: Project Specifications</p> <p>4.3 Corrective Maintenance: Technical & Particular Specifications</p> <p>4.4 Additional Specifications</p>
Volume 5:	SITE INFORMATION
	<p>C4 – Site Information (PG-03.1 EC)</p> <p>Property / Building Information</p> <p>Asset Register</p>

Tender no: **CPT1003/21**

C.1.4	The Employer's agent is:	
	Name:	Virtual Consulting Engineers VCE (Pty) Ltd
	Capacity:	
	Address:	Suite 203, 2nd Floor, Stone House Stonefountain Terrace 95 Klipfontein Road Rondebosch 7779
	Tel:	+27 21 685 0789
	Fax:	+27 86 655 2690
	E-mail:	shahien@virtualconsulting.co.za
C.2.1 C.3.11	<p>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></p> <p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a select class of construction works or select class of construction works** class of construction work; and</p> <p>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the select class of construction works or select class of construction works** class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a select class of construction works or select class of construction works** class of construction work <p>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</p> <p>A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff. - Not applicable</p> <p>B. <u>INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:</u></p> <p>Note: <i>Functionality will only be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.</i></p>	

Functionality Criteria	Weighting Factor
<p>1. VALUE AND EXPERIENCE OF LARGEST CONTRACTS ON THE FACILITIES MANAGEMENT CONTRACT OR SIMILAR SERVICES.</p> <p>Value of Largest Contract for Facilities Management services contracts or similar services, successfully completed in the past 10 years. (Completion certificates/ Final Statement or Reference letters to be attached)</p> <ul style="list-style-type: none"> - Contract value of more than R10m but less than R50m 1 Point - Contract value of more than R50m but less than R100m 2 Points - Contract value of more than R100m but less than R150m 3 Points - Contract value of more than R150m but less than 250m 4 Points - Contract Value of more than R250m 5 Points 	30
<p>2. EXPERIENCE</p> <p>Number of years with proven experience in successfully rendering Facilities Management contracts or similar services. Reference / experience reports on previous projects must be submitted.</p> <ul style="list-style-type: none"> - More than 5 years in rendering FM contracts 1 Point - More than 8 years' experience in rendering FM contracts 2 Points - More than 10 years' experience in rendering FM contracts 3 Points - More than 12 years' experience in rendering FM contracts 4 Points - More than 15 years' experience in rendering FM contracts 5 Points 	25
<p>3. QUALIFICATION AND EXPERIENCE OF KEYPERSONEL</p> <p>Management (Key Person) must have qualifications in a built environment discipline as well as experience in rendering Facilities Management contracts or similar services in the capacity of a Service Manager. Copies of qualifications: BTech/BSc/ Diploma in Built Environment / Facilities Management accredited by SAQA must be submitted as well as a detailed CV.</p> <p>Managed FM contracts:</p> <ul style="list-style-type: none"> - More than 2 years but less than 4 years 1 Point - More than 4 years but less than 6 years 2 Points - More than 6 years but less than 8 years 3 Points - More than 8 years but less than 10 years 4 Points - Managed FM contracts for more than 10 years 5 Points 	20
<p>4. TECHNICAL QUALIFICATIONS AND EXPERIENCE OF ARTISANS</p> <p>The Service Providers must submit resources in each of the trades listed below who has the stipulated Technical Qualifications and experience. The average points will be used for the 4 trades listed below.</p> <ul style="list-style-type: none"> a) Landscaper/ Horticulture - Level 5 qualification. b) Licenced Electrician (Wiremans licence). c) Licenced Plumber (approved trade test certificate) d) Building- Construction Manager registered with SACPCMP <p>Certified copies of qualifications, accredited by SAQA to be attached, including CV.</p> <ul style="list-style-type: none"> - Managed service for more than 2 years 1 Point - Managed services for more than 4 years 2 Points - Managed services for more than 6 years 3 Points - Managed services for more than 8 years 4 Points - Managed services for more than 10 years 5 Points 	10



<p>5. FINANCIAL CAPABILITY: BANK RATING</p> <p>The bidder to provide a bank rating issued by a recognised financial institution.</p> <ul style="list-style-type: none"> - Rating E 1 Point - Rating D 2 Points - Rating C 3 Points - Rating B 4 Points - Rating A 5 Points 	5		
<p>6. FINANCIAL CAPABILITY: FINANCIAL STATEMENTS</p> <p>The bidders Audited Financial Statements indicating the best annual turnover over five-year period will be assessed.</p> <ul style="list-style-type: none"> - Turnover of more than R20m but less than R30m per annum 1 Point - Turnover of more than R30m but less than R40m per annum 2 Points - Turnover of more than R40m but less than R50m per annum 3 Points - Turnover of more than R50m but less than R60m per annum 4 Points - Turnover exceeding R60m per annum 5 Points 	10		
<p>Total</p>	100 Points		
<p><i>(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)</i></p>			
<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Minimum functionality score to qualify for further evaluation:</td> <td style="text-align: center;">60</td> </tr> </table> <p><i>(Total minimum qualifying score for functionality is 50 Percent).</i></p>		Minimum functionality score to qualify for further evaluation:	60
Minimum functionality score to qualify for further evaluation:	60		
<p>C ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:</p> <p>Provisions applicable to Evaluation Method 1 and 2: Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.</p> <p>In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Project Manager, failing which the tender offer will <i>mutatis mutandis</i> be declared non-responsive.</p> <p>C.1. Technical risks:</p> <p>C.1.1 Criterion 1: Quality of current and previous work Quality of current and previous work performed by the Tenderer in the class of construction work stated above as per the evaluation report prepared by the Professional Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC).</p> <p>C.1.2 Criterion 2: Contractual commitment Adherence to contractual commitments, demonstrated by the Tenderer in the performance on current and previous work, evaluated in terms of: a) the level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general; b) the degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto; and c) general contract administration, i.e. compliance with contractual aspects such as laws and regulations, insurances, security, written contract instructions, subcontractors, time delay claims, etc as can generally be expected in standard/normal conditions of contract.</p>			

	<p>C.2 Commercial risks:</p> <p>The level to which agreement with the Tenderer is reached in respect of the adjustment of rates which are considered to be imbalanced or unreasonable and to eliminate errors or discrepancies, without changing the tendered total price, over and above the correction of arithmetical errors as provided for in C.3.9.</p>
<p>C.2.7</p>	<p>For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1</p>
<p>C.2.12</p>	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>C.2.13.2</p>	<p>The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.</p>
<p>C.2.13.5</p>	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.</p>
<p>C.2.13.6 C.3.5</p>	<p>A two-envelope procedure will not be followed.</p>
<p>C.2.15</p>	<p>The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.</p>
<p>C.2.16</p>	<p>The tender offer validity period is as per Notice and Invitation to Tender T1.1.</p>
<p>C2.16.3</p>	<p>Omit the wording of the last sentence for those projects which are subject to CPAP</p>
<p>C.2.18</p>	<p>The tenderer will be required to submit</p> <p>(a) Final Summary page indicating the tenderer's prices for Preventative Maintenance Bills of Quantities</p> <p>(b) Final Summary page indicating the tenderer's prices for Corrective Maintenance Bills of Quantities</p> <p>(c) Total final Tender Summary page indicating the tenderer's Total Pricing.</p> <p><input checked="" type="checkbox"/> Together with his tender; and</p> <p><input checked="" type="checkbox"/> The fully priced Bills of Quantities within fourteen (14) calendar days of the date on which he has been requested to do so prior to the award of the contract.</p>

C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 C.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be at: Not Applicable
C.3.8	The words “responsive tender” and “acceptable tender” shall be construed to have the same meaning.
C.3.9.3	Omit the wording and replace with the following: “Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4.”
C.3.9.4	Omit the wording of the first sentence and replace with the following: “In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:”
C.3.9.4	Add sub paragraph c) to C.3.9.4, as follows: “c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention.”
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
C.3.13	Add the following to sub paragraph a), as follows: The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;
C.3.17	Provide to the successful tenderer one copy of the signed contract document.

TENDER NO: CPT1003/21
CAPE TOWN: PARLIAMENTARY RESIDENTIAL ACCOMMODATION: THE PROVISION OF PERFORMANCE BASED
INTEGRATED FACILITIES MANAGEMENT SERVICE FOR A FIVE (5) YEAR PERIOD

2. RETURNABLE DOCUMENTS

PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	CAPE TOWN: PARLIAMENTARY RESIDENTIAL ACCOMMODATION: THE PROVISION OF PERFORMANCE BASED INTEGRATED FACILITIES MANAGEMENT SERVICE FOR A FIVE (5) YEAR PERIOD		
Project Leader:	Mr Vuyani Ncube	Bid / Quote no:	CPT1003/21

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	Number of Pages:	Returnable document:
Invitation to Bid - PA-32	2 Pages	<input type="checkbox"/>
Declaration of Interest and Tenderer's Past Supply Chain Management Practices - PA-11	5 Pages	<input type="checkbox"/>
Certification of Independent Bid Determination - PA-29	4 Pages	<input type="checkbox"/>
Resolution of Board Directors - PA-15.1	2 Pages	<input type="checkbox"/>
Resolution of Board Directors (Consortia / JV) - PA-15.2	2 Pages	<input type="checkbox"/>
Special Resolution of Consortia or JV's - PA-15.3	3 Pages	<input type="checkbox"/>
Site Inspection Meeting Certificate - DPW-16 EC	1 Pages	<input type="checkbox"/>
Preference Points Claim Form in Terms of the PPPFA 2017 - PA 16	6 Pages	<input type="checkbox"/>
Particular of Tenderer's Projects - DPW-09 EC	2 Pages	<input type="checkbox"/>
Declaration of Local Production & Content - PA-36 and Annex C-E	10 Pages	<input type="checkbox"/>
Declaration of Designated groups for Preferential Procurement - PA-40	2 Pages	<input type="checkbox"/>
Record of Addenda to Tender Documents - DPW-21 EC	1 Pages	<input type="checkbox"/>
Schedule of Subcontractors - DPW-15 EC	Pages	<input type="checkbox"/>
Particulars of Electrical Contractor - DPW-22 EC	1 Pages	<input type="checkbox"/>
Schedule for imported materials and equipment - DPW-23 EC	1 Pages	<input type="checkbox"/>
Declarations: EPWP and Young Professionals	2 Pages	<input type="checkbox"/>
SANAS approved BBBEE Certificate or valid sworn affidavit attested by Commissioner of Oaths/DTI Affidavit.	Pages	<input type="checkbox"/>
Project Execution Plan showing activity, sub-activities, duration, resources and cashflow projections / methodology / management of Operation Centre	Pages	<input type="checkbox"/>
Registration Summary Report by Central Supplier Database for the South African Government (to be attached)	Pages	<input type="checkbox"/>
Tax Clearance Certificate / Pin (to be attached)	Pages	<input type="checkbox"/>
Priced Bills of Quantities Final summary page for Preventative Maintenance Final summary page for Corrective Maintenance Total Final Summary Page	3 Pages	<input type="checkbox"/>

Name of Bidder	Signature	Date



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	CPT1003/21	CLOSING DATE:	26/11/2021	CLOSING TIME:	11H00AM
DESCRIPTION	Cape Town: Parliamentary Residential Accommodation: The Provision of Performance Based Integrated Facilities Management Service for a five (5) year period				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Customs Building, Ground Floor, Lower Heerengracht Street, Cape Town, 8000					
OR POSTED TO:					
Customs Building, Private Bag X9027, Cape Town, 8000					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)		<input type="checkbox"/> Yes	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	
		[IF YES ENCLOSE PROOF]		[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER			DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (1'ALL APPLICABLE TAXES)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		



E-MAIL ADDRESS		
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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. 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.</p> <p>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.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>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.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer**.
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

PA-11: DECLARATION OF INTEREST AND BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in **full** and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	<i>Insert Cape Town: Parliamentary Residential Accommodation: The Provision of Performance Based Integrated Facilities Management Service for a five (5) year description</i>		
Bid no:	CPT1003/21	Reference no:	3/12/20/3/1

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

1. CIDB REGISTRATION NUMBER (if applicable)

2. Any legal person, including persons employed by the State¹; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity number:.....
- 3.3 Position occupied in the Company (director, trustees, shareholder² ect
- 3.4 Company Registration Number:
- 3.5 Tax Reference umber:.....
- 3.6 VAT Registration Number:

3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

² "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state? YES NO

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

Name of state institution at which you or the person is connected to the bidder is employed

Position occupied in the state institution:.....

Any other particulars:

.....

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months? YES NO

3.8.1 If so, furnish particulars:.....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES NO

3.9.1 If so, furnish particulars.

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other)

between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES NO

3.10.1 If so, furnish particulars.

.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES NO

3.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Pernal Number

5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

5.1	<i>Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</i> (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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5.2	<i>If so, furnish particulars:</i>		
5.3	<i>Is the tenderer / 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)?</i> To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	<i>If so, furnish particulars:</i>		
5.5	<i>Was the tenderer / 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?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	<i>If so, furnish particulars:</i>		
5.7	<i>Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	<i>If so, furnish particulars:</i>		

6. CERTIFICATION

I the undersigned (full name) _____ certify that the information furnished on this declaration form is true and correct.

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

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	Cape Town: Parliamentary Residential Accommodation: The Provision of Performance Based Integrated Facilities Management Service for a five (5) year		
Bid no:	CPT1003/21	Reference no:	3/12/20/3/1

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. 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.
 - b. 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.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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 consortium³ 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.

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.

Name of Bidder	Signature	Date	Position

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

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____ (Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

_____ (Project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
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20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

- The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid / Tender Document)*

- *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
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12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

- * Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
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The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).



DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	CAPE TOWN: PARLIAMENTARY RESIDENTIAL ACCOMMODATION: THE PROVISION OF PERFORMANCE BASED INTEGRATED FACILITIES MANAGEMENT SERVICE FOR A FIVE (5) YEAR PERIOD		
Tender no:	<i>CPT1003/21</i>	Reference no:	<i>3/12/20/3/1</i>
Closing date:	<i>26 November 2021</i>		

This is to certify that I, _____ representing
_____ in the company of
_____ visited the site on: **05/11/2021**

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

PA16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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 AND THE AMENDED B-BBEE CODES.

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. The value of this bid is estimated to **Exceed** R50 000 000 (all applicable taxes included) and therefore the... **90/10**.....system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

- 1.7 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.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 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**

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 6(2) and /or 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A 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.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

8 SUB-CONTRACTING (relates to 5.5)

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME/ a QSE YES / NO (delete which is not applicable)

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
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		

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

:

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

- 1.
- 2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE:..... ADDRESS:.....

.....

DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

Project title:	<i>Insert project Cape Town: Parliamentary Residential Accommodation: The Provision of Performance Based Integrated Facilities Management Service for a five (5) year</i>		
Tender / quotation no:	CPT1003/21	Closing date:	26/11/2021
Advertising date:	20/10/2021	Validity period:	90 days

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

1.2. Completed projects

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature	Date

PA-36: 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
y is 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.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

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:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Electrical / Telecom cables	90%
Structural Steel	100%
Roofing and Cladding	100%
Fasteners	100%
Wire Products	100%
Ducting and Structural Pipework	100%
Gutters and Downpipes	100%
Wire Rod and Drawn Wire	100%
Steel Sections	100%
Reinforcing bars	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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 RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 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 on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. 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 least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) 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
- (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)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

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: _____

Tender item no's	List of items	Calculation of local content						Tender summary			
		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)
18	75mm Wide reinforcement built in horizontally										
19	150mm Wide reinforcement built in horizontally										
20	230mm Wide reinforcement built in horizontally										
Section 1, Bill 5	Roof coverings, claddings, etc										
40	Roof covering with pitches not exceeding 25 degrees										
41	Roof covering with pitches not exceeding 25 degrees in patches										
42	Roof covering with pitches exceeding 25 degrees										
43	Roof covering with pitches exceeding 25 degrees in										
44	Side cladding										
Section 2, Bill 4	Fencing										
87	"Econo Mesh Fence" fence 1800mm high above ground level over level terrain										
88	Ditto, over sloping terrain										
89	"ClearVu Invisible Wall" fence 2100mm high above										
90	Ditto, over sloping terrain										
91	"ClearVu Invisible Wall" fence 2400mm high above										
92	Ditto, over sloping terrain										
93	"ClearVu Invisible Wall" fence 3000mm high above										
94	Ditto, over sloping terrain										
95	"ClearVu" fence 1800mm high above ground level over level terrain										

(C20) Total tender value R 0

(C21) Total Exempt imported content R 0

(C22) Total Tender value net of exempt imported content R 0

(C23) Total Imported content R 0

(C24) Total local content R 0

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date: _____

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: CPT1003/21

Name of Tenderer

EME¹ QSE² Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number

State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: CPT1003/21

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	CAPE TOWN: PARLIAMENTARY RESIDENTIAL ACCOMMODATION: THE PROVISION OF PERFORMANCE BASED INTEGRATED FACILITIES MANAGEMENT SERVICE FOR A FIVE (5) YEAR PERIOD		
Tender no:	CPT1003/21	Reference no:	3/12/20/3/1

1. I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Public Works before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	CAPE TOWN: PARLIAMENTARY RESIDENTIAL ACCOMMODATION: THE PROVISION OF PERFORMANCE BASED INTEGRATED FACILITIES MANAGEMENT SERVICE FOR A FIVE (5) YEAR PERIOD		
Tender no:	CPT1003/21	Reference no:	3/12/20/3/1

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1			
2			
3			
4			
5			

Name of representative	Signature	Capacity	Date

Name of organisation:	
------------------------------	--



Private Bag X65, Pretoria, 0001
Website www.publicworks.gov.za

SPECIAL CONDITIONS OF THE TENDER - SUBCONTRACTING

1. The attached list (ANNEXURE A) has all the trades for required sub-contractors which are registered with both National Treasury Central Supplier Database (CSD) and Construction Industry Development Board (CIDB).
2. Tenderers are required to sub-contract a minimum of 30% selected only from the provided list on ANNEXURE A of sub-contractors. This is to ensure that sub-contractors are allocated work within their CIDB grading as per the CIDB regulations and to comply with the Procurement Preferential Regulations 2017.
3. It is the responsibility of the tenderer to ensure that the selected sub-contractors complies with all the requirements (i.e. CSD compliant, tax status and none of the directors are government employees).
4. The responsibility to sub-contract a competent and capable service provider rests with the main contractor.
5. Failure to select the sub-contractors from the list on ANNEXURE A provided by the Department will result in the tenderer being administratively disqualified.
6. Tenderers or contractors must submit proof of sub-contracting arrangements between the main tenderer and the sub-contractor.
7. A signed letter by both parties indicating the start date and the end date of the contract and clear allocation of responsibilities for sub-contracting.

Note

1. All sub-contractors on ANNEXURE A are registered on the CIDB for grade1-7 and comply in terms of the designated group preferred by DPW. Prospective bidders must select preferred sub-contractors, below is the reference number as per grading:

CIDB Grades	Tender Number
Grade 1- 7	CPT1003/21

2. The CSD reports for all intended sub-contractors must be attached and submitted with the tender document on the closing date.
3. Contractors are required to demonstrate the allocation of 30% of mandatory sub-contracting on the attached ANNEXURE B form for sub-contracting.

2 CE

Folio#	CRS Number	Contractor Name	Trading Name	Status	Region	Construction Works Category	Grading	Expiry Date	CSD REGISTRATION	%Ownership by black people who are youth	%Ownership by black people who are women	%Ownership by black people with disabilities
1	10163611	WAFUMANA PROJECTS	WAFUMANA PROJECTS	Active	Western Cape	CE - Civil Engineering	2CE PE	6/17/2024	MAAA0611415	100%	0%	0%
2	10171882	MKENKE TRANSPORT AND PROJECTS	MKENKE TRANSPORT AND PROJECTS	Active	Western Cape	CE - Civil Engineering	2CE PE	8/22/2021	MAAA0663881	0%	51%	0%
3	10179529	FHIXER (PTY) LTD	FHIXER (PTY) LTD	Active	Western Cape	CE - Civil Engineering	2CE PE	11/14/2021	MAAA0697473	100%		0%
4	10181289	KAWE CIVILS	KAWE CIVILS	Active	Western Cape	CE - Civil Engineering	2CE PE	12/10/2021	MAAA0707708	0%	0%	0%
5	10051096	NO&MBALI INVESTMENTS SOLUTIONS 182	Thahla Projects	Active	Western Cape	CE - Civil Engineering	2CE PE	10/3/2023	MAAA0003577	0%	100%	0%
6	10067185	3RD GENERATION TRADING	3RD GENERATION TRADING	Active	Western Cape	CE - Civil Engineering	2CE PE	9/4/2024	MAAA0094364	100%	0%	0%
7	10016753	UMKAI BUILDING AND CIVIL WORKS PTY LTD	UMKAI BUILDING AND CIVIL WORKS (PTY) LTD	Active	Western Cape	CE - Civil Engineering	2CE PE	6/19/2022	MAAA0169869	0%	100%	0%
8	10017834	P MASONDO TRADERS	P MASONDO TRADERS	Active	Western Cape	CE - Civil Engineering	2CE PE	11/27/2023	MAAA0122057			
9	10060398	KATEMO GENERAL TRADING	KATEMO GENERAL TRADING	Active	Western Cape	CE - Civil Engineering	2CE PE	2/16/2024	MAAA0116790	0%	100%	0%
10	10099894	CIKO PROJECTS	CIKO PROJECTS	Active	Western Cape	CE - Civil Engineering	2CE PE	5/6/2022	MAAA0173003	100%	0%	0%
11	10085860	WESSO CONSTRUCTION	WESCON	Active	Western Cape	CE - Civil Engineering	2CE PE	7/22/2022	MAAA0195058	100%	0%	0%
12	10158185	CREAMILLION GENERAL TRADING	CREAMILLION GENERAL TRADING	Active	Western Cape	CE - Civil Engineering	2CE PE	4/3/2024	MAAA0565799	0%	51%	0%
13	248184	RJ PIKAAN	MEIRING CONSTRUCTION	Active	Western Cape	CE - Civil Engineering	2CE PE	8/26/2023	MAAA0009765		100%	
14	246142	SOUTHERN AMBITION 1791	SOUTHERN AMBITION 1791	Active	Western Cape	CE - Civil Engineering	2CE PE	10/2/2023	MAAA0156278	0%	100%	0%
15	109467	MAVERICK TRADING 437 CC	LG MAINTENANCE & JG BOOKSELLERS	Active	Western Cape	CE - Civil Engineering	2CE PE	11/16/2021	MAAA0310340	0%	100%	0%
16	128890	ZAF CONSTRUCTION	ZAF CONSTRUCTION	Active	Western Cape	CE - Civil Engineering	2CE PE	2/27/2022	MAAA0111924	0%	100%	0%
17	110066	SAFAZ SIGNS AND ELECTRICAL	SAFAZ SIGNS AND ELECTRICAL CC	Active	Western Cape	CE - Civil Engineering	2CE PE	5/15/2024	MAAA0163434	0%	100%	0%
18	125042	SACLAWA SOLUTIONS (PTY) LTD	SACLAWA SOLUTIONS (PTY) LTD	Active	Western Cape	CE - Civil Engineering	2CE PE	4/22/2024	MAAA0898392	0%	70%	0%
19	240138	AGATE AND BERYL TRADING	Rock Solutions	Active	Western Cape	CE - Civil Engineering	2CE PE	8/4/2023	MAAA0486183	100%	0%	0%
20	235193	ANGIE AND SUZIE'S CONSTRUCTION CC	ANGIE & SUZIE'S CONSTRUCTION CC	Active	Western Cape	CE - Civil Engineering	2CE PE	12/8/2023	MAAA0130296	0%	100%	0%
21	249067	CM LOUW	CM LOUW	Active	Western Cape	CE - Civil Engineering	2CE PE	2/19/2024	MAAA0173974	0%	100%	0%
22	160641	SIZISA UKHANYO TRADING 77	SIZISA UKHANYO TRADING 77	Active	Western Cape	CE - Civil Engineering	2CE PE	11/6/2023	MAAA0177665	0%	100%	0%
TOTAL NUMBER PER EACH GROUP										7	15	1

3 CE

Folio #	CRS Number	Contractor Name	Trading Name	Status	Region	Construction Works Category	Grading	Expiry Date	CSD REGISTRATION	%Ownership by black people who are youth	%Ownership by black people who are women	%Ownership by black people with disabilities
1	10106455	DEMDA PROJECTS	DEMDA PROJECTS	Active	Western Cape	CE - Civil Engineering	3CE PE	12/4/2022	MAAA0523168	0%	100%	0%
2	10074214	RASSOL CLEAN	RASSOL CLEAN	Active	Western Cape	CE - Civil Engineering	3CE PE	8/20/2021	MAAA0017388	0%	100%	0%
3	10137029	ITESH0 MULTI SERVICES	ITESH0 MULTI SERVICES	Active	Western Cape	CE - Civil Engineering	3CE PE	2/17/2024	MAAA0480821	0%	100%	0%
4	117821	LINAMANDLA BUSINESS ENTERPRISE CC	LINAMANDLA BUSINESS ENTERPRISE CC	Active	Western Cape	CE - Civil Engineering	3CE PE	6/26/2024	MAAA0028880	0%	100%	0%
5	128088	AUTUMN SKIES TRADING 187	AUTUMN SKIES TRADING 187	Active	Western Cape	CE - Civil Engineering	3CE PE	2/27/2023	MAAA0449968	0%	70%	0%
6	105529	DISTINCTIVE CHOICE 308	DISTINCTIVE CHOICE 308	Active	Western Cape	CE - Civil Engineering	3CE PE	2/12/2022	MAAA0107539	0%	100%	0%
7	215449	GD PROJECTS AND CONSTRUCTION	GD PROJECTS AND CONSTRUCTION	Active	Western Cape	CE - Civil Engineering	3CE PE	9/3/2022	MAAA0170278	0%	100%	0%
8	10009228	REACTIVE MAINTENANCE SPECIALISTS CC	REACT 24	Active	Western Cape	CE - Civil Engineering	3CE PE	1/17/2023	MAAA0199179	0%	100%	
9	141071	MASIQHAME TRADING 672	MASIQHAME TRADING 672	Active	Western Cape	CE - Civil Engineering	3CE PE	2/5/2024	MAAA0507120	100%	0%	0%
10	231727	IMVUSA TRADING 118 CC	HEM CONSTRUCTION	Active	Western Cape	CE - Civil Engineering	3CE PE	12/3/2022	MAAA0128634	0%	100%	0%
TOTAL NUMBER PER EACH GROUP										1	8	1

5 CE

Folio #	CRS Number	Contractor Name	Trading Name	Status	Region	Construction Works Category	Grading	Expiry Date	CSD REGISTRATION	%Ownership by black people who are youth	%Ownership by black people who are women	%Ownership by black people with disabilities
1	10094227	EC TRAFFIC SERVICES NORTHERN REGION	EC TRAFFIC SERVICES NORTHERN REGION	Active	Western Cape	CE - Civil Engineering	5CE PE	8/1/2022	MAAA0481205	0%	100%	0%
2	199616	GREEN DOOR CONSTRUCTION CC	GREEN DOOR CONSTRUCTION	Active	Western Cape	CE - Civil Engineering	5CE PE	10/15/2021	MAAA0192819	0%	100%	0%
TOTAL NUMBER PER EACH GROUP										0	2	0

3 GB											
Folio #	CRS Number	Contractor Name	Status	Region	Construction Works Category	Grading	Expiry Date	CSD REGISTRATION	%Ownership by black people who are youth	%Ownership by black people who are women	%Ownership by black people with disabilities
1	10225360	VAN LEEVE BUILDERS	Active	Western Cape	GB - General Building Works	3GB PE	4/21/2023	MAAA0873886	100%	0%	0%
2	10230409	FITZ DEVELOPERS PTY LTD	Active	Western Cape	GB - General Building Works	3GB PE	6/29/2023	MAAA0884563	100%	0%	0%
3	10179523	KINSMEN SAFETY SOLUTIONS (PTY) LTD	Active	Western Cape	GB - General Building Works	3GB PE	11/14/2021	MAAA0521871	0%	100%	0%
4	10192228	ATTENTIVE BUILDING PROJECTS (PTY) LTD	Active	Western Cape	GB - General Building Works	3GB PE	6/9/2022	MAAA0706768	0%	60%	0%
5	10202869	EDWCAPE	Active	Western Cape	GB - General Building Works	3GB PE	8/1/2022	MAAA0620534	0%	60%	0%
6	10204115	SHIVACON	Active	Western Cape	GB - General Building Works	3GB PE	8/12/2022	MAAA0811723	0%	100%	0%
7	10123729	BUSY BEE MAINTENANCE AND CONSTRUCTION	Active	Western Cape	GB - General Building Works	3GB PE	12/8/2023	MAAA0432828	0%	100%	0%
8	10034573	MALIB PROJECTS (PTY) LTD	Active	Western Cape	GB - General Building Works	3GB PE	8/26/2023	MAAA0233979	0%	100%	0%
9	10025901	IMPILO UYAZENZELA GENERAL TRADING AND PROJECTS	Active	Western Cape	GB - General Building Works	3GB PE	11/14/2022	MAAA0340132	0%	100%	0%
10	10058863	LWM CONSTRUCTION PTY LTD	Active	Western Cape	GB - General Building Works	3GB PE	10/18/2022	MAAA0845498	100%	0%	0%
11	10067185	3RD GENERATION TRADING	Active	Western Cape	GB - General Building Works	3GB PE	9/4/2024	MAAA0094364	100%	0%	0%
12	10104711	GREENSLADE BUILDERS	Active	Western Cape	GB - General Building Works	3GB PE	7/11/2022	MAAA0167993	0%	100%	0%
13	10010450	GUBUDELA INVESTMENTS	Active	Western Cape	GB - General Building Works	3GB PE	1/17/2023	MAAA0423834	0%	51%	0%
14	10010690	LASRAY CONSTRUCTION	Active	Western Cape	GB - General Building Works	3GB PE	5/14/2022	MAAA0085454	0%	100%	0%
15	10137710	FOURTHCON	Active	Western Cape	GB - General Building Works	3GB PE	9/8/2023	MAAA0485718	100%	0%	0%
1	10149204	ZS GROUP (PTY) LTD	Active	Western Cape	GB - General Building Works	3GB PE	6/8/2024	MAAA0921480	100%	0%	0%
2	151067	SHINE THE WAY 618	Active	Western Cape	GB - General Building Works	3GB PE	6/1/2024	MAAA0030906	0%	100%	0%
3	245483	SHOOP SHARP CONSTRUCTION SERVICES CC	Active	Western Cape	GB - General Building Works	3GB PE	2/18/2024	MAAA0044982	0%	100%	0%
4	227892	RAHEEM ABDULLAH T/A	Active	Western Cape	GB - General Building Works	3GB PE	10/8/2022	MAAA0098067	100%	0%	0%
5	221761	BOULO ELECTRICAL	Active	Western Cape	GB - General Building Works	3GB PE	2/18/2022	MAAA0035111	100%	0%	0%
6	234167	FAMILY TREE PRODUCTS	Active	Western Cape	GB - General Building Works	3GB PE	10/16/2021	MAAA0698952	0%	100%	0%
7	251248	ARRIVISTE TRADING CC	Active	Western Cape	GB - General Building Works	3GB PE	8/26/2023	MAAA0038850	0%	100%	0%
8	215012	Q AND A BUILDING PROJECTS	Active	Western Cape	GB - General Building Works	3GB PE	8/1/2022	MAAA0090937	0%	100%	0%
9	132291	FAHMIEDA SATARDIEN	Active	Western Cape	GB - General Building Works	3GB PE	8/17/2023	MAAA0110807	0%	100%	0%
TOTAL NUMBER PER EACH GROUP									3	6	0

4 GB

Folio #	CRS Number	Contractor Name	Trading Name	Status	Region	Construction Works Category	Grading	Expiry Date	CSD REGISTRATION	%Ownership by black people who are youth	%Ownership by black people who are women	%Ownership by black people with disabilities
1	10067373	ALC PROJECTS	ALC PROJECTS	Active	Western Cape	GB - General Building Works	4GB PE	7/10/2021	MAAA0568215	51%	0%	0%
2	10051096	NO&MBALI INVESTMENTS SOLUTIONS 182	Thahla Projects	Active	Western Cape	GB - General Building Works	4GB PE	10/3/2023	MAAA0003577	0%	100%	0%
3	10016753	UMKAI BUILDING AND CIVIL WORKS PTY LTD	UMKAI BUILDING AND CIVIL WORKS (PTY) LTD	Active	Western Cape	GB - General Building Works	4GB PE	6/19/2022	MAAA0169869	0%	100%	0%
4	10017834	P MASONDO TRADERS	P MASONDO TRADERS	Active	Western Cape	GB - General Building Works	4GB PE	11/27/2023	MAAA0122057	0%	100%	0%
5	10088031	STRT PROJECTS	STRT PROJECTS	Active	Western Cape	GB - General Building Works	4GB PE	2/27/2022	MAAA0764480	0%	100%	0%
6	264568	SOLCON BUILDERS PTY LTD	SOLCON BUILDERS PTY LTD	Active	Western Cape	GB - General Building Works	4GB PE	2/6/2023	MAAA0788040	0%	74%	0%
7	153339	M CLARK BUILDERS AND RENOVATIONS CC	M CLARK BUILDERS AND RENOVATIONS CC	Active	Western Cape	GB - General Building Works	4GB PE	1/17/2023	MAAA0237370	0%	100%	0%
8	210125	BLACKBIRD TRADING 166	G W J PROJECTS	Active	Western Cape	GB - General Building Works	4GB PE	12/19/2022	MAAA0318096	0%	100%	0%
9	164437	NEW MORNING CONSTRUCTION	NEW MORNING CONSTRUCTION	Active	Western Cape	GB - General Building Works	4GB PE	10/7/2023	MAAA0267466	0%	100%	0%
10	116324	1ST GEAR TRADING 117 CC	STAINLESS CONCEPTS	Active	Western Cape	GB - General Building Works	4GB PE	10/8/2021	MAAA0158622	0%	100%	0%
11	272852	PELICAN CONSTRUCTION	Pelican Construction	Active	Western Cape	GB - General Building Works	4GB PE	10/9/2021	MAAA0334109	0%	100%	0%
12	190767	R WILLIAMS	SAFARI FLOORING	Active	Western Cape	GB - General Building Works	4GB PE	7/18/2021	MAAA0030311	0%	100%	0%
13	230481	IMPENTHANA PROJECTS AND MAINTENANCE CC	IMPENTHANA PROJECTS AND MAINTENANCE CC	Active	Western Cape	GB - General Building Works	4GB PE	8/26/2023	MAAA0205407	0%	100%	0%
14	215449	GD PROJECTS AND CONSTRUCTION	GD PROJECTS AND CONSTRUCTION	Active	Western Cape	GB - General Building Works	4GB PE	9/3/2022	MAAA0170278	0%	100%	0%
15	194693	FJD BUILDERS CC	FJD BUILDERS CC	Active	Western Cape	GB - General Building Works	4GB PE	7/24/2024	MAAA0621872	0%	51%	0%
16	10009228	REACTIVE MAINTENANCE SPECIALISTS CC	REACT 24	Active	Western Cape	GB - General Building Works	4GB PE	1/17/2023	MAAA0199179	0%	100%	0%
17	147140	MEEZAAN BUILDING SERVICES (PTY) LTD	MEEZAAN BUILDING SERVICES (PTY) LTD	Active	Western Cape	GB - General Building Works	4GB PE	12/4/2022	MAAA0229005	0%	100%	0%
18	140291	AMANDLAGCF CONSTRUCTION CC	AMANDLA CONSTRUCTION CC	Active	Western Cape	GB - General Building Works	4GB PE	7/24/2023	MAAA0244521	0%	75%	
19	112493	BRAMLEY TRADING 113 CC	DUAL CONSTRUCTION	Active	Western Cape	GB - General Building Works	4GB PE	2/6/2024	MAAA0412348	0%	100%	0%
20	120187	SUMMIT PROJECTS	SUMMIT PROJECTS (PTY) LTD	Active	Western Cape	GB - General Building Works	4GB PE	3/27/2022	MAAA0267906	0%	0%	51%
21	197126	PANCARE PROPERTY SERVICES CC	PANCARE PROPERTY SERVICES CC	Active	Western Cape	GB - General Building Works	4GB PE	5/23/2024	MAAA0025349	100%	0%	0%
TOTAL NUMBER PER EACH GROUP										2	18	2

5 GB

Folio #	CRS Number	Contractor Name	Trading Name	Status	Region	Construction Works Category	Grading	Expiry Date	CSD REGISTRATION	%Ownership by black people who are youth	%Ownership by black people who are women	%Ownership by black people with disabilities
1	10069205	POTTS DEVCO (PTY) LTD	POTTS DEVCO (PTY) LTD	Active	Western Cape	GB - General Building Works	5GB PE	10/30/2021	MAAA0011478	100%	0%	0%
2	10125480	ANDA NATHI PROPERTIES	ANDA NATHI PROPERTIES	Active	Western Cape	GB - General Building Works	5GB PE	9/8/2023	MAAA0468643	0%	100%	0%
3	109841	INYAMEKO TRADING 126 CC	ITHEMBA CONSTRUCTION	Active	Western Cape	GB - General Building Works	5GB PE	11/14/2022	MAAA0238191	0%	100%	0%
4	205358	WORLD FOCUS 2179 CC	WORLD FOCUS 2179 CC	Active	Western Cape	GB - General Building Works	5GB PE	7/3/2022	MAAA0163494	0%	100%	0%
5	199616	GREEN DOOR CONSTRUCTION CC	GREEN DOOR CONSTRUCTION	Active	Western Cape	GB - General Building Works	5GB PE	10/15/2021	MAAA0192819	0%	100%	0%
6	115368	N2 CONSULTANTS CC	N2 CONSULTANTS	Active	Western Cape	GB - General Building Works	5GB PE	1/17/2023	MAAA0142491	0%	80%	0%
7	109467	MAVERICK TRADING 437 CC	LG MAINTENANCE & JG BOOKSELLERS	Active	Western Cape	GB - General Building Works	5GB PE	11/16/2021	MAAA0310340	0%	100%	0%
8	136020	BOSMAN AND ANDREWS BUILDERS	BOSMAN AND ANDREWS BUILDERS	Active	Western Cape	GB - General Building Works	5GB PE	6/22/2023	MAAA0267812	0%	100%	0%
9	122616	CONQUEST MAINTENANCE SERVICES CC	CONQUEST MAINTENANCE SERVICES CC	Active	Western Cape	GB - General Building Works	5GB PE	3/12/2023	MAAA0372423	0%	100%	0%
TOTAL NUMBER PER EACH GROUP										1	8	0

6 GB

Folio #	CRS Number	Contractor Name	Trading Name	Status	Region	Construction Works Category	Grading	Expiry Date	CSD REGISTRATION	%Ownership by black people who are youth	%Ownership by black people who are women	%Ownership by black people with disabilities
1	10121492	M B A CONSTRUCTION	M B A CONSTRUCTION	Active	Western Cape	GB - General Building Works	6GB PE	6/22/2023	MAAA0397971	0%	100%	0%
2	117821	LINAMANDLA BUSINESS ENTERPRISE CC	LINAMANDLA BUSINESS ENTERPRISE CC	Active	Western Cape	GB - General Building Works	6GB PE	6/26/2024	MAAA0028880	0%	100%	0%
3	177288	NOMSITHI TRADING	NOMSITHI TRADING	Active	Western Cape	GB - General Building Works	6GB PE	3/7/2022	MAAA0093947	0%	100%	0%
4	111709	ZAMIL ENGINEERS AND CONSTRUCTORS	ZAMIL ENGINEERS AND CONSTRUCTORS	Active	Western Cape	GB - General Building Works	6GB PE	10/23/2021	MAAA0173078	0%	100%	0%
5	128890	ZAF CONSTRUCTION	ZAF CONSTRUCTION	Active	Western Cape	GB - General Building Works	6GB PE	2/27/2022	MAAA0111924	0%	100%	0%
6	127313	GORDIAN FENCE SA (PTY) LTD	GORDIAN FENCE SA (PTY) LTD	Active	Western Cape	GB - General Building Works	6GB PE	1/22/2022	MAAA0016030	0%	100%	0%
7	105529	DISTINCTIVE CHOICE 308	DISTINCTIVE CHOICE 308	Active	Western Cape	GB - General Building Works	6GB PE	2/12/2022	MAAA0107539	0%	100%	0%
8	159552	BRIGHT IDEA PROJECTS 1738 CC	BRIGHT IDEA PROJECTS 1738 CC	Active	Western Cape	GB - General Building Works	6GB PE	3/29/2024	MAAA0360374	0%	100%	0%
9	113920	ABDA BUILDING AND INTERIOR PROJECTS	ABDA PROJECTS	Active	Western Cape	GB - General Building Works	6GB PE	8/8/2024	MAAA0028674	0%	100%	0%
10	108126	IZINYONI TRADING 54 CC	IZINYONI TRADING 54 CC	Active	Western Cape	GB - General Building Works	6GB PE	11/28/2023	MAAA0336515	0%	100%	0%
11	119520	DYNAMIC FLOORING CC	DYNAMIC FLOORING CC	Active	Western Cape	GB - General Building Works	6GB PE	2/5/2022	MAAA0033076	0%	60%	0%
12	231921	MASIQHAME TRADING 1555	MASIQHAME TRADING 1555CC	Active	Western Cape	GB - General Building Works	6GB PE	9/17/2022	MAAA0043734	0%	60%	0%
13	112337	P AND SONS HOME IMPROVEMENT	P AND SONS HOME IMPROVEMENT	Active	Western Cape	GB - General Building Works	6GB PE	3/20/2023	MAAA0159468	0%	95%	0%
14	160641	SIZISA UKHANYO TRADING 77	SIZISA UKHANYO TRADING 77	Active	Western Cape	GB - General Building Works	6GB PE	11/6/2023	MAAA0177665	0%	100%	0%
TOTAL NUMBER PER EACH GROUP										0	14	0

6 EB

Folio #	CRS Number	Contractor Name	Trading Name	Status	Region	Construction Works Category	Grading	Expiry Date	CSD REGISTRATION	%Ownership by black people who are youth	%Ownership by black people who are women	%Ownership by black people with disabilities
1	10128680	AMF INTERNATIONAL (PTY) LTD	ELANDIBIZ PTY LTD	Active	Western Cape	EB - Electrical Engineering Work - Building	6EB PE	7/7/2023	MAAA0414787	51%	51%	0%
2	112275	PYRAMID ELECTRICAL CONTRACTORS CC	PYRAMID ELECTRICAL CONTRACTORS CC	Active	Western Cape	EB - Electrical Engineering Work - Building	6EB PE	6/1/2024	MAAA0085004	0%	51%	0%
3	128379	JT MARITZ ELECTRICAL	Maritz Electrical	Active	Western Cape	EB - Electrical Engineering Work - Building	6EB PE	8/1/2022	MAAA0099096	0%	60%	0%
4	118005	LITE-LINE ELECTRICAL CC	LITE LINE ELECTRICAL CC	Active	Western Cape	EB - Electrical Engineering Work - Building	6EB PE	1/22/2022	MAAA0237645	0%	100%	0%
TOTAL NUMBER PER EACH GROUP										1	4	0



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

Annexure B Subcontractor list and percentage allocation for the Trades

Tender Description: CAPE TOWN: PARLIAMENTARY RESIDENTIAL ACCOMMODATION: THE PROVISION OF PERFORMANCE BASED INTERGRATED FACILITIES MANAGEMENT SERVICES FOR A FIVE (5) YEAR PERIOD

Reference Number: 3/12/20/3/1

Tender number: CPT1003/21

Name of the sub-contracted company from ANNEXURE A	Work Classification (Please Specify)	MINIMUM 30% SUBCONTRACTING to EME or QSE 51% owned by Black People	Amount to be sub-contracted	Central Supplier Database Number (CSD)	CIDB grading

Name of the sub-contracted company from ANNEXURE A	Work Classification (Please Specify)	MINIMUM 30% SUBCONTRACTING to EME or QSE 51% owned by Black People	Amount to be sub-contracted	Central Supplier Database Number (CSD)	CIDB

TOTAL PERCENTAGE ALLOCATED (%)

TOTAL AMOUNT IN RANDS

R.....

NAME OF REPRESENTATIVE:	SIGNATURE:	DATE:
.....

NOTE 1:

Failure to complete and sign this form will result in disqualification of the tenderer.

Tenderers **MUST** subcontract a minimum of 30% of the contract value to subcontractors provided by the DPWI as attached to this tender document.

The Central Supplier Database report must be provided or the Registration number starting with MAAA number must be provided for each subcontracted company.

NOTE 2:

Tenderers to ensure that the sub-contracted value is in line with the CIDB grading of the respective subcontractor.

DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	CAPE TOWN: PARLIAMENTARY RESIDENTIAL ACCOMMODATION: THE PROVISION OF PERFORMANCE BASED INTEGRATED FACILITIES MANAGEMENT SERVICE FOR A FIVE (5) YEAR PERIOD		
Tender no:	CPT1003/21	Reference no:	3/12/20/3/1

Name of Electrical Contractor:	
Address:	
Electrical Contractor registration number at the Electrical Contracting Board of S.A.:	

Name of Tenderer	Signature	Date

DPW-23 (EC): SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	CAPE TOWN: PARLIAMENTARY RESIDENTIAL ACCOMMODATION: THE PROVISION OF PERFORMANCE BASED INTEGRATED FACILITIES MANAGEMENT SERVICE FOR A FIVE (5) YEAR PERIOD		
Tender no:	CPT1003/21	Reference no:	3/12/20/3/1

This schedule should be completed by the tenderer. *(Attach additional pages if more space is required)*

Item	Material / Equipment	Rand (R) (Excluding VAT)
1.		R
2.		R
3.		R
4.		R
5.		R
6.		R

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

FORMULA:

The net amount to be added to or deducted from the contract sum:

$$A = V \left(\frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date



DECLARATION: YOUNG PROFESSIONALS

**UNDERTAKING TO MAKE PROVISION FOR THE EMPLOYMENT OF DPW
INTERNS / YOUNG PROFESSIONALS**

Project title	CAPE TOWN: PARLIAMENTARY RESIDENTIAL ACCOMODATION: THE PROVISION OF PERFORMANCE BASED INTERGRATED FACILITIES MAMAGEMENT FOR A FIVE (5) YEAR PERIOD.
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Tender no: **CPTC 1003/21**

Date advertised: **20th October 2021**

Closing date: **26th November 2021**

Site briefing: **5th November 2021**

I _____ representing the

Company _____

Hereby declare that should our Bid be successful:

The company will comply with Clause 25 of the Special Conditions of Contract (Part D) as to the appointment of DPW interns / Young Professionals to be trained in Facilities management

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

(Please tick appropriate box above)

Should the Bidder not sign this declaration and agree to appointment of Interns/Young professional Facilities Management as stipulated above, the Bid will be deemed non-responsive, and it will not be evaluated any further.

In total, the Bidder is required to appoint four (4) DPW interns / Young Professionals in Facilities Management over the five (5) year period.

Name of the person: _____ DATE: _____

Signature of representative: _____



DECLARATION: EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

UNDERTAKING TO MAKE PROVISION FOR THE EMPLOYMENT AND TRAINING OF EPWP YOUTH WORKERS.

Project title	CAPE TOWN: PARLIAMENTARY RESIDENTIAL ACCOMODATION: THE PROVISION OF PERFORMANCE BASED INTERGRATED FACILITIES MAMAGEMENT FOR A FIVE (5) YEAR PERIOD.
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Tender no: **CPTC 1003/21**

Date advertised: **20th October 2021**

Closing date: **26th November 2021**

Site briefing: **5th November 2021**

I _____ representing the

Company _____

Hereby declare that should our Bid be successful:

The company will comply with additional specification SL which specifies the requirements for Employment and Training of Labour.

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

(Please tick appropriate box above)

Should the Bidder not sign this declaration and agree to appointment of Interns/Young professional Facilities Management as stipulated above, the Bid will be deemed non-responsive, and it will not be evaluated any further.

In total, the Bidder is required to employ and train 188 youth workers over the five (5) year period.

Name of the person: _____ DATE: _____

Signature of representative: _____

3. THE CONTRACT

3.1 AGREEMENT AND CONTRACT DATA

PART A:
CONDITIONS OF CONTRACT: PA-10 (FM)

FACILITIES MANAGEMENT

CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

CONTENTS

No.	CLAUSES	PAGES
1.	Definitions	3
2.	Interpretation	4
3.	Duration	5
4.	Rights and Obligations of the Employer	5
5.	Rights and Obligations of the Service Provider	5
6.	Service Manager	6
7.	Security	6
8.	Security Clearance	6
9.	Confidentiality	6
10.	Ambiguity in documents	7
11.	Insurances	7
12.	Access to the facilities and commencement of the Services	7
13.	Programme	7
14.	Subcontracting	8
15.	Intellectual Property Rights indemnity	8
16.	Compliance with Legislation	8
17.	Reporting on incidents	8
18.	Nuisance	9
19.	Materials, workmanship and equipment	9
20.	Urgent Works	9
21.	Indemnifications	9
22.	Variations	10
23.	Identified Projects	10
24.	Suspension of the Services	12
25.	Penalty for Non-Performance	12
26.	Payments	13
27.	Release of Security	14
28.	Overpayments	14
29.	Completion	14
30.	Assignment	15
31.	Indulgences	15
32.	Ownership and Publication of Documents	15
33.	Breach of Contract	15
34.	Stoppage and/or termination of Contract	16
35.	Dispute Resolution	17
36.	General	17
37.	<i>Domicilium Citandi et Executandi</i>	17

1. DEFINITIONS

- 1.1. The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
- 1.1.1. "Additional Services" are increases in the quantity of the routine Services detailed in the Scope of Works.
- 1.1.2. "Bill of Quantities" means the document so designated in the Pricing Data that describes the Services and indicates the quantities and rates associated with each item which the Employer agrees to pay the Service Provider for the Services completed;
- 1.1.3. "Certificate of Completion" means the certificate issued by the Service Manager signifying that the Contract has expired;
- 1.1.4. "Commencement Date" means the date on when the Service Provider is notified of the Employer's acceptance of its offer;
- 1.1.5. "Contract" means the Contract signed by the Parties and of which these Conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;
- 1.1.6. "Contract Data" means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract;
- 1.1.7. "Contract Period" is from Commencement Date for the period stated in the Contract Data;
- 1.1.8. "Contract Price" means the price to be paid for the Services in accordance with the Pricing Data, subject to such additions thereto or deductions there from as may be made from time to time under the provisions of the Contract;
- 1.1.9. "Contract Sum" refers to the amount stated by the Service Provider in the Form of Offer and Acceptance;
- 1.1.10. "CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods as stated in the Contract Data;
- 1.1.11. "Day" means a calendar day;
- 1.1.12. "Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Service Provider by the Employer;
- 1.1.13. "Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;
- 1.1.14. "Equipment" includes all appliances, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering, completion or defects correction of the Services but does not include materials;
- 1.1.15. "Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omission thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;
- 1.1.16. "Form of Offer and Acceptance" means the written communication by the Employer to the Service Provider recording the acceptance of the Service Provider's offer;
- 1.1.17. "Identified Projects" means any projects, other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract.

- 1.1.18. "Materials" includes all materials, commodities, articles and things required to be furnished under the Contract for the execution of the Services;
- 1.1.19. "Month" refers to the period commencing on a certain day of a month to the day preceding the corresponding day of the next month;
- 1.1.20. "Parties" means the Employer and the Service Provider;
- 1.1.21. "Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;
- 1.1.22. "Services" means all the work to be performed by the Service Provider during the Contract Period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;
- 1.1.23. "Service Provider" means the Tenderer, as named in the Contract Data, whose offer has been accepted by or on behalf of the Employer and, where applicable, includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Employer, any assignee of the Service Provider;
- 1.1.24. "Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons therefor;
- 1.1.25. "Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must, or may, be provided or performed;
- 1.1.26. "Service Period" refers to the period indicated in the Contract Data during which the Service Provider shall render the Services required in terms of the Contract;
- 1.1.27. "Transitional Stage" refers to the period indicated in the Contract Data, which commences immediately on the expiry of the Service Period, and during which the Services to be provided by the Service Provider shall include, inter alia, the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.

2. INTERPRETATION

- 2.1. In this Contract, except where the context otherwise requires:
 - 2.1.1 The masculine includes the feminine and the neuter, vice versa;
 - 2.1.2 The singular includes the plural; and vice versa
 - 2.1.3 Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.
- 2.2. The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.
- 2.3. Words and phrases defined in any clause shall bear the meanings assigned thereto.
- 2.4. The various parts of the Contract are severable and may be interpreted as such.
- 2.5. The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.
- 2.6. If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.

3. DURATION

- 3.1. The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.
- 3.2. Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on the Commencement Date and terminate on the expiry of the Contract Period, unless it is extended in terms of clause 3.3.
- 3.3. The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Contract shall however be valid unless the terms and conditions of such extension has been reduced to writing and signed by the authorised representatives of both Parties.

4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

- 4.1. The Employer shall give access to or supply the Service Provider with:
 - 4.1.1 All relevant, available data and information required and requested by the Service Provider for the proper execution of the Services; and
 - 4.1.2 Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- 5.1. The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.
- 5.2. The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.
- 5.3. The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.
- 5.4. The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.
- 5.5. Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.
- 5.6. The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.
- 5.7. The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.
- 5.8. During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.
- 5.9. Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.

6. SERVICE MANAGER

- 6.1. The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract.
- 6.2. The Service Manager may delegate any of his powers and authority and may cancel such delegation, on the prior written notification thereof to the Service Provider.
- 6.3. Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.
- 6.4. The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegatee to the Service Manager who shall confirm, reverse or vary such order or instruction.

7. SECURITY

- 7.1. The Service Provider shall provide to the Employer security in the amount and in the form set out in the Contract Data and any expenditure incurred in doing so shall be borne by the Service Provider.
- 7.2. Should the Service Provider fail to select the security to be provided or should the Service Provider fail to provide the Employer with the selected security within 21 days from Commencement Date, it shall be deemed that the Service Provider has selected a security in the form of a retention of 2.5 % of the Contract Sum (excl. VAT).

8. SECURITY CLEARANCE

- 8.1. In the event of security clearance becoming necessary, the Service Provider, any subcontractors and all human resources utilized by the Service Provider undertake to undergo security clearance, for which purpose the necessary forms will be made available to the Service Provider at the relevant time by the Employer. The Service Provider accepts that if he or any of his human resources refuses to undergo the required security clearance, they will not be allowed on the Facilities to render the Services.
- 8.2. It is required that all persons engaged in the rendering of the Services shall be easily identifiable and where required, security cleared.

9. CONFIDENTIALITY

- 9.1. The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:
 - 9.1.1 the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof , either in whole or in part; and/or
 - 9.2.1 the Employer shall be entitled to cancel the Contract
- 9.2. The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:
 - 9.2.1 employees, officers and directors of the Service Provider; and
 - 9.2.2 any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.

- 9.3. The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.
- 9.4. The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.

10. AMBIGUITY IN DOCUMENTS

- 10.1. The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and, if necessary, rectified by the Service Manager who shall thereupon issue to the Service Provider a written explanation giving details of the adjustments, if any, and a written instruction directing what Service, if any, is to be delivered.

11. INSURANCES

- 11.1. It is the responsibility of the Service Provider to assess his risks on this project and to ensure that he obtains and maintains the adequate insurances to cover such risks.

12. ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES

- 12.1. The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).
- 12.2. The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data
- 12.3. Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.
- 12.4. The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.
- 12.5. If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

13. PROGRAMME

- 13.1. The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.
- 13.2. The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.
- 13.3. A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.

- 13.4. Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.

14. SUBCONTRACTING

- 14.1. The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.
- 14.2. Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.

15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 15.1. The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.
- 15.2. The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.

16. COMPLIANCE WITH LEGISLATION

- 16.1. This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.
- 16.2. All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.
- 16.3. Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.
- 16.4. The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.
- 16.5. It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.
- 16.6. The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.

17. REPORTING OF INCIDENTS

- 17.1. In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.
- 17.2. The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.
- 17.3. The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.
- 17.4. The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.

17.5. The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible

18. NUISANCE

18.1. The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.

18.2. The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.

19. MATERIALS, WORKMANSHIP AND EQUIPMENT

19.1. All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.

19.2. The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.

19.3. The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.

19.4. All costs for tests carried out shall be deemed to be included in the Service Provider's prices

19.5. Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.

20. URGENT WORK

20.1. The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to no act or omission on the part of the Service Provider.

20.2. If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.

20.3. If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.

20.4. If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.

21. INDEMNIFICATIONS

21.1. The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:

21.1.1 personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;

21.1.2 loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;

21.1.3 any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.

21.2. The Employer accepts liability for all acts or omissions of its employees, agents or representatives.

22. VARIATIONS

22.1. The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.

22.2. No variation by the Employer of whatever nature shall vitiate the Contract.

22.3. Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.

22.4. The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.

22.5. Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.

22.6. If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.

22.7. The Additional Services will be valued at the rates in the Pricing Data.

23. IDENTIFIED PROJECTS

23.1. The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.

23.2. The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.

23.3. Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.

23.4. If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.

23.5. In respect of the Identified Projects, the written instruction referred to in 23.3 shall:

- (a) describe the services/works required to be executed by the Service Provider under the Identified Project;
- (b) state the due commencement and completion dates of the relevant Identified Project;
- (c) state the total cost of the relevant Identified Project as agreed to between the Parties; and
- (d) any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.

23.6. Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.

- 23.7 Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.
- 23.8 Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.
- 23.9 If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.
- 23.10 If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.
- 23.11 If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

$$V = \frac{(Nw - Nn) + (Rw - Rn)}{X}$$

- V = Delays due to rain in calendar days in respect of the calendar month under consideration.
- Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded
- Rw = Actual rainfall in mm for the calendar month under consideration.
- Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.
- Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.
- X = 20, unless otherwise provided in the project specifications.
- Y = 10, unless otherwise provided in the project specifications.

The total delay that will be taken into account for the determination of the total extension of time for the Contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed (Nc - Nn) calendar days, where Nc = number of days calendar days in the month under consideration

The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day.

The factor $(Rw - Rn) \div X$ shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day, but when wet conditions prevent or disrupt work.

This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.

Accurate rain gaugings shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Service Manager, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications, together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the Contractor shall accommodate in his programme, and for which no extension of time will be considered.

- 23.12 Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project by a period to be determined by the Employer or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.
- 23.13 Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.
- 23.14 Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.

24. SUSPENSION OF THE SERVICES

- 24.1 The Service Provider shall, on the written order of the Service Manager, suspend the provision of the Services or any part thereof for such time or times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Services so far as is necessary.
- 24.2 If the Service Provider is instructed in writing by the Service Manager to suspend any or all of the Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.
- 24.3 If the Service Provider is unable to render any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 24.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.

25. PENALTY FOR NON-PERFORMANCE

- 25.1 The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,
- 25.1.1 delays in performing any of the Services;
- 25.1.2 fails to perform any of the Services;
- 25.1.3 fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.
- 25.2 The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.

- 25.3 The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.
- 26. PAYMENTS**
- 26.1 The Service Manager will evaluate the Service Provider's performance on a monthly basis.
- 26.2 The Service Provider shall submit a monthly certificate taking into account the following:
- 26.2.1 the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;
 - 26.2.2 adjustments in terms of the pricing data;
 - 26.2.3 additional work rendered by the Service Provider;
 - 26.2.4 CPAP adjustment where stated in the Contract Data; and
 - 26.2.5 VAT. Vat will be indicated separately in all documents.
- 26.3 If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)
- 26.4 The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.
- 26.5 The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:
- (1) deductions for penalties;
 - (2) deductions for overpayments;
 - (3) deductions for retention
 - (4) deductions for damages.
- 26.6 The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.
- 26.7 If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.
- 26.8 The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.
- 26.9 With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.
- 26.10 If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.
- 26.11 All the work shall be evaluated in accordance with the provisions of the Pricing Data.

26.12 In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.

26.13 Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.

27. RELEASE OF SECURITY

27.1 If the Service Provider has furnished a security by way of a variable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of such variable guarantee.

27.2 If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:

27.2.1 annually in equal portions, subject to 27.2.2 and 27.2.3;

27.2.2 95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;

27.2.3 the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.

27.3 If the form of security selected is:

(a) a retention of 2.5% of the Contract Sum (excl. VAT); or

(b) a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),

then security will only be released after the 2,5% or 1,25% retention respectively has been accumulated, as follows:

27.3.1 annually in equal portions, subject to 27.3.2 and 27.3.3;

27.3.2 95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;

27.3.3 the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.

28. OVERPAYMENTS

28.1 If any overpayment of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider, in respect of this Contract or any other contract, which the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.

29. COMPLETION

28.1 At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.

29.2 At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.

29.3 Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:

29.3.1 The Guarantee shall be returned, if applicable.

29.3.2 The final cash deposit or retention, whichever is applicable, shall be reduced to zero.

30. ASSIGNMENT

30.1 The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.

30.2 Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.

31. INDULGENCES

31.2 No extension of time, latitude or other indulgences which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Contract, or affect such Party's rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Contract.

32. OWNERSHIP AND PUBLICATION OF DOCUMENTS

32.1 The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.

32.2 The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.

32.3 The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.

32.4 In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.

32.5 The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the work outlined in this Contract.

32.6 All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.

33. BREACH OF CONTRACT

33.1 In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non-compliance requiring compliance within 10 (ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following rights:

33.1.1 Enforce strict compliance with the terms and conditions of the Contract;

- 33.1.2 To terminate this Contract without prejudice to any other rights it may have;
- 33.1.3 To suspend further payments to the Service Provider;
- 33.1.4 To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.
- 33.2 The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.
- 33.3 In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after ten (10) days' written notice calling for rectification of the breach, the Service Provider shall be entitled to:
- 33.3.1 enforce strict compliance with the terms and conditions of the Contract; or
- 33.3.2 terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.
- 34. STOPPAGE AND/OR TERMINATION OF CONTRACT**
- 34.1 The Employer reserves the right to terminate this Contract or temporarily stop the Services, or any part thereof, at any stage of completion.
- 34.2 The Employer shall have the right to terminate this Contract without prejudice to any of its rights upon the occurrence of any of the following acts:
- 34.2.1 on breach of this Contract by the Service Provider as stipulated in Clause 33;
- 34.2.2 on commencement of any action for the dissolution and/or liquidation of the Service Provider, except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;
- 34.2.3 if the Service Provider receives a court order to be placed under judicial management or to commence liquidation proceedings that is not withdrawn or struck out within five (5) days;
- 34.2.4 if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;
- 34.2.5 if the Service Provider informs the Employer that it is incapable of completing the Services as described; or
- 34.2.6 if in the opinion of the Employer the Service Provider acted dishonestly;
- 34.3 The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.
- 34.4 Further, the Contract shall be considered as having been terminated:
- 34.4.1 where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or
- 34.4.2 if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.
- 34.5 Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:

- 34.5.1 The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.
- 34.5.2 Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.
- 34.5.3 The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.

35. DISPUTE RESOLUTION

- 35.1 In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.
- 35.2 If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.
- 35.3 The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.
- 35.4 Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.
- 35.5 The Parties shall appoint the mediator within 21 days of agreeing to mediate.
- 35.6 On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.
- 35.7 If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.
- 35.8 If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.
- 35.9 If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.
- 35.10 Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.

36. GENERAL

- 36.1 This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.
- 36.2 The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.

37. DOMICILIUM CITANDI ET EXECUTANDI

- 37.1 The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parties in the Contract Data.
- 37.2 Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.
- 37.3 Any notice in terms of the conditions of the Agreement must either be:
- 37.3.1 delivered by hand during normal business hours of the recipient; or
 - 37.3.2 sent by prepaid registered post to the address chosen by the addressee.
- 37.4 A notice in terms of the provisions of this Agreement shall be considered to be duly received:
- 37.4.1 if hand-delivered on the date of delivery;
 - 37.4.2 if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.
- 37.5 Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.
- 37.6 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.

PART B:

**AMENDMENTS TO STANDARD CONDITIONS OF
CONTRACT**

SECTION 3, PART B: AMENDMENTS TO STANDARD CONDITIONS OF CONTRACT

NOTE: For the full intent and meaning clauses in this section, this section shall be read in conjunction with PA-10 (FM): Standard Conditions of Contract which shall be DPW Conditions of Contract Version 2 - Sep 2005 as contained under Section 3, Part A of this document. Clause numbering refers to the clause numbers contained in said Standard Conditions of Contract. Items are to be priced in the Bills of Quantities. It shall be deemed that prices and rates contained in the Bills of Quantities have taken into account project delivery, output specifications and performance requirements described herein.

1. DEFINITIONS

Add new Clause 1.1.28.

1.1.28 Notices

Refer Clause 37 .6 for notice procedure requirements.

11 INSURANCES

Delete Clause 11.1 and substitute with the following new clauses:

- 11.1. The FMSP shall bear limited risk of damage to and/or destruction of the facilities by whatever cause during the service period and hereby indemnifies and holds harmless the employer against any such damage. The limit of liability shall be R100 million (One Hundred Million Rand). The FMSP shall take such precautions and security measures and other steps for the protection and security of the facilities as the service provider may deem necessary.
- 11.2. The FMSP shall effect contract works insurance of the facilities for the risk arising from services being provided under this Contract and, where available, supplementary insurance in respect of civil commotion, riot and strike shall be effected for the services for all risk and, in addition, covering the service providers subcontractors. Such insured amounts shall include the full value of materials and goods supplied by the employer to the FMSP and shall be limited to a liability amount of R100 million (One Hundred Million Rand).
- 11.3. The FMSP shall effect public liability insurance for not less than R50 million (Fifty Million Rand). In addition, the FMSP shall effect any relevant workmen's compensation or similar insurances as are required by law. The FMSP shall ensure that his subcontractors effect their own similar insurances.
- 11.4. Should the employer decide that the execution of the services could cause the weakening or interference with the support of the existing structures or land adjacent to the site, the FMSP shall effect support insurance.
- 11.5. The FMSP shall effect and keep in force:
 - 11.5.1. The FMSP shall, prior to commencement of the service period, make available to the

employer documentary evidence that insurances have been effected. A copy of the insurance policies shall be provided to the employer with thirty (30) days of commencement of the service period. Approval by the employer shall be deemed unless a reasonable objection is lodged within thirty (30) days of receipt of such policies. Where required, the FMSP shall provide evidence of renewal to the employer before the expiry of the current period of insurance.

11.5.2. Where the FMSP fails to effect any of the required insurances or to keep them in force, the employer may cancel this agreement in terms of 34.0.

11.5.3. Before effecting support insurance in terms of 11.4 the FMSP shall engage an engineer or technologist to design and inspect the provision of the necessary support. "

20. Replace **"URGENT WORK"** with **"ADDITIONAL AND URGENT WORK"**

25. Replace **"PENALTY FOR NON-PERFORMANCE"** with **"NON-PERFORMANCE "**

Amend clause 25.2 as follows:

25.2 The performance deduction shall be calculated in accordance with the guidelines set out as per clause 25.5"

Add new Clause 25.4

25.4 KEY PERFORMANCE INDICATORS

25.4.1 The FMSP will monthly receive a performance based remuneration for the preventative maintenance work across all facilities on presentation of a payment certificate. The monthly certificate amounts will be payable as follows:

25.4.1.1 The certificate value will be paid to the FMSP upon authorisation by the DPW's representative or agent on condition that the FMSP has performed in accordance with the required level of performance and quality of service.

25.4.1.2 The KPI's pertain to the evaluation of performance and the relation to the determination of the level of performance and the application of an associated penalty amount.

25.4.2 Availability and Performance Standards (KPI's) It is important to DPW that a contractual relationship be developed in which the FMSP shares the interests in:

25.4.2.1 maintaining the condition of Government assets

25.4.2.2 ensuring that the wellbeing of tenants is a top priority and

25.4.2.3 achieving high value for the DPW for expenditures incurred.

In order to accomplish this, DPW has defined a fee payment structure that will foster a highly co-operative working environment. Whereas the FMSP has contracted to provide management services for Facilities Management and Project Delivery Services, payment will be dependent on the FMSP performing at the specified service levels.

Add new Clause 25.5.

"25.5 PERFORMANCE DEDUCTIONS

25.5.1 If the FMSP fails to perform any service to the standards required under the Output Specifications, a Performance Deduction shall be made by the DPW against the FMSP."

25.5.2 The Performance Deduction shall be calculated by means of the Payment Reduction as defined in Additional Specification SA: General Maintenance as follows:

25.5.2.1 The Payment Reduction is equal to the sum of all incidents of maintenance, where the measured downtime exceeded the maximum downtime allowed, each calculated as the excess downtime multiplied by the reduction rates, as differentiated between Generic Service Response / Project Priority Levels.

25.5.2.2 Where corrective maintenance is required, and the work is performed in accordance with the DPW's instruction, or the FMSP Annual Building Plan, and where the work has not been completed by the agreed due date, portions of the work which is not complete will be elevated to preventative maintenance, after which Payment Reduction will be applied for non-completion, in accordance with the calculation for preventative maintenance.

All corrective maintenance above R1,000,000.00 will be administrated in terms of Clause D27 – Special Conditions of Contract.

Add new Clause 25.6

"25.6 PENALTIES FOR NON-COMPLIANCE OF SUB-CONTRACTING TARGETS

Compliance with the Preferential Procurement Regulations 2017 will be assessed six monthly (every six months). In the event that the FMSP fails to substantiate that any failure to achieve the subcontracting targets relating to the granting of a preference was due to quantitative underruns, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall pay to the Employer penalties (P) in an amount determined in accordance with the following formula :

A rectification period of one month will be allowed for the FMSP to rectify the reason/s for non-compliance. Failure to rectify these reasons within the rectification period will result in the penalty being deducted from that month's certification. Failure to meet the preferential procurement offer in the tender for three consecutive six monthly periods will constitute Breach of Contract in terms of Clause 33" of the FM Conditions of Contract.

$$P = 0.50 \times \frac{(D - Do)}{(100)} \times NA$$

where D = Required Subcontractor percentage.

Do = the Sub-Contractor percentage which the Employer's Representative, based on the credits passed, certifies as being achieved For the assessment period

NA = Net Amount, being Tender Sum excluding VAT and escalation for the subcontracting portion of the works

P = Rand value of penalty payable.

Add new Clause 25.7.

"25.7 PENALTIES FOR NON-COMPLIANCE OF PROFESSIONAL DEVELOPMENT TARGETS

Compliance with the Professional Development targets will be assessed six monthly (every six months). In the event that the FMSP fails to substantiate that any failure to achieve the specified targets was beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall pay to the Employer penalties (P) in an amount determined in accordance with the following formula:

A rectification period of one month will be allowed for the FMSP to rectify the reason/s for non-compliance. Failure to rectify these reasons within the rectification period will result in the penalty being deducted from that month's certification. Failure to meet the preferential procurement offer in the tender for three consecutive six monthly periods will constitute Breach of Contract in terms of Clause 33" of the FM Conditions of Contract.

$$P = 0.50 \times \frac{(D - Do)}{D} \times NA$$

where D = Required target of staff to be seconded.

Do = the number of staff seconded which the Employer's Representative, based on the credits passed, certifies as being achieved for the assessment period

NA = Net Amount, being Tender Sum excluding VAT and escalation allocated for the seconded staff.

P = Rand value of penalty payable.

Add new Clause 25.8

"25.8 PENALTIES FOR NON-COMPLIANCE OF EXPANDED PUBLIC WORKS (EPWP) TRAINING AND EMPLOYMENT TARGETS

Compliance with the EPWP targets will be assessed six monthly (every six months). In the event that the FMSP fails to substantiate that any failure to achieve the specified targets was beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall pay to the Employer penalties (P) in an amount determined in accordance with the following formula:

A rectification period of one month will be allowed for the FMSP to rectify the reason/s for non-compliance. Failure to rectify these reasons within the rectification period will result in the penalty being deducted from that month's certification. Failure to meet the preferential procurement offer in the tender for three consecutive six monthly periods will constitute Breach of Contract in terms of Clause 33" of the FM Conditions of Contract.

$$P = 0.50 \times \frac{(D - D_0)}{D} \times N_A$$

where D = Required target of youth to be trained and employed.

D₀ = the number of youth trained and employed which the Employer's Representative, based on the credits passed, certifies as being achieved for the assessment period

N_A = Net Amount, being Tender Sum excluding VAT and escalation for the EPWP portion of the BoQ.

P = Rand value of penalty payable.

26. PAYMENTS

Amend clause 26.2.4 as follows:

26.2.4 "CPAP adjustment were stated in the contract data (as contained under Section3 Part C; and)

Replace "deduction for penalties" with "deduction for non-performance" in clause 26.5 sub clause (1).

Replace "14 days" with "30 days" in clause 26.6.

Replace "30 days" with "45 days" In clause 26.10.

Add new clause 26.14.

"26.14 PAYMENT MECHANISM

26.14.1 The FMSP will detail the monthly claim according to the format of the Bills of Quantities included in Section 6. The payment schedule shall be categorised as follows:

26.14.1.1 Management Fee (Items included Bill no 1)

26.14.1.2 Preventative Maintenance Costs (PM) (Items included in PM BoQ)

26.14.1.3 Corrective Maintenance Costs (CM) (Items included in the CM BoQ) and

26.14.1.4 Project Delivery Services.

The monthly certificate amounts will be payable as follows:

26.14.2 The certificate value will be paid to the FMSP, upon authorisation by the DPWI's representative and on condition that the FMSP has performed in accordance with the required level of performance and quality of service. If not, the fixed portion of the fee will be subject to a Performance Deduction based on the achievement of the relevant KPI and as stated in Specification SA.

27. RELEASE OF SECURITY

Replace "95%" with "100%" in clauses 27.2.2 and 27.3.2.

Replace "Service Period " with "Contract Period" in clauses 27.2.2 and 27.3.2.

29. COMPLETION

Replace "28.1" with "29.1" in the numbering of the clause.

31. INDULGENCES

Replace "31.2" with "31.1" in the numbering of the clause.

34. STOPPAGES AND/OR TERMINATION OF CONTRACT

Add the following to clause 34:

34.6 "In the event of a stoppage caused by industrial action (legal or illegal), the FMSP will still be obliged to provide the following essential services: water, electricity and emergency services".

34.7 "In an event where the FMSP fails to deliver these essential services, payment of these essential services shall not be made".

35. DISPUTE RESOLUTION

Delete the following from clause 35.3:

"...failing agreement, the President: South African Facilities Management Institute shall nominate the mediator".

37. DOMICILUM CITANDI ET EXECUTANDI

Replace "Parities" with "Parties" in 37.1.

PART C:
DPW-04 (FM) CONTRACT DATA

DPW-04 (FM): CONTRACT DATA: FACILITIES MANAGEMENT

CONTRACT DATA FOR *Cape Town: Parliamentary Residential Accommodation: The provision of performance based integrated Facilities Management Service for a five (5) year period*

Tender no: **CPT1003/21**

Spaces requiring information must be filled in, shown as 'not applicable' or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the Contract Data. Key cross reference clauses are indicated on the left hand side of the document.

PART 1: DATA PROVIDED BY THE EMPLOYER	
CLAUSE	Compulsory Data
1.1.10	The Employer is the Government of the Republic of South Africa, in its Department of Public Works.
36	The Employer chooses the following address where it will receive notices: Physical Address: Customs House Building, Heerengracht Cape Town 8000 Postal address: Private Bag X9027 Cape Town 8000 Tel: 076 689 9480 Fax: 011 339 1698
1.1.6	The Contract Period is 5 years (total of 30 days from Commencement Date + the Service Period + Transitional Period)
1.1.19	The Service Manager is Virtual Consulting Engineers
1.1.22	The Service Period is 5 years
1.1.24	The Transitional Period is 3 months
7.	A security of 2.5% of the Contract Sum is required from the Service Provider.
12.2	The Service Period shall commence on 30 days from Letter of Award (insert not applicable if this option is not to be selected)
22.11	The penalty per day shall be five (5) cents per hundred Rand of the agreed cost of the relevant Identified Project.

Tender no: CPT1003/21

26.2.4	<p>The Contract Price is to be adjusted using CPAP indices: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Where CPAP is to be used: Base Date: Closing date of Tender</p> <p>For Preventative Maintenance the CPAP will be calculated on the Work Group 180 (Lump Sum Domestic Buildings)</p> <p>For Corrective Maintenance:</p> <p>Where CPAP is applicable, the contract value will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC series 2000, code 2118, dated May 2005 and any amendments thereto, subject to:</p> <ol style="list-style-type: none"> (1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities. (2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoist, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170 (3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries (4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted (5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 <p>Alternative Indices: Not Applicable</p>
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PART 2: DATA TO BE PROVIDED BY THE SERVICE PROVIDER	
1.1.20	<p>The Service Provider is</p> <hr/> <hr/> <p><i>(insert name and registration number if applicable)</i></p>
36.	<p>The Service Provider chooses the following address where it will receive notices:</p> <p>Physical address:</p> <hr/> <hr/> <hr/> <p>Postal Address:</p> <hr/> <hr/>

	Tel: _____ Fax: _____

Tender no: CPT1003/21

7.	<p>The security to be provided by the Service Provider will be one of the following, as indicated:</p> <p>(1) 2.5% cash deposit Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(2) 2.5% variable guarantee Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(3) retention of 2.5% of the Contract Sum (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(4) 1.25% cash deposit and a retention of 1.25% of the Contract Sum (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</p>
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PART D:
SPECIAL CONDITIONS OF CONTRACT

SECTION 3, PART D: SPECIAL CONDITIONS OF CONTRACT

NOTE: This section shall be read in conjunction with the Bills of Quantities to obtain the full intent and meaning of items contained in the Bills of Quantities. It shall be deemed that prices and rates contained in the Bills of Quantities have taken into account project delivery, output specifications and performance requirements described herein.

PERFORMANCE REQUIREMENT

For Performance Requirement refer Section 4, Part F, Service 1, which section shall be deemed to be incorporated herein for pricing purposes.

REFERENCES

D.1 REFERENCES

The FMSP shall comply with the DPWI Standard Specifications as published on the DPW website (www.publicworks.gov.za). All Operation and Maintenance shall comply with but will not be limited to the DPW standard Operation and Maintenance manuals and guidelines as published on the DPW website (www.publicworks.gov.za), or unless otherwise described in this document.

No claims shall be entertained for non-compliance with DPWI Standard Specifications and Operation and Maintenance manuals.

The FMSP shall comply with the requirements of all the various acts, codes, regulations, legislation, government policies and directives, as created or amended from time to time. Acts, codes, regulations and legislation are in the public domain and the FMSP's responsibility to satisfy these requirements is implied; therefore, these documents have not been identified or included. The FMSP shall satisfy the most stringent requirement where concurrent legislation and regulations exist. Cost of compliance shall be deemed to be included in contract rates.

TRANSITION AND HANDOVER

D.2 FM TRANSITION PERIOD: COMMENCEMENT OF SERVICES

There will be a transition period commencing with the handing over of the site subsequent to the signing of the contract.

The transition period is a period of time up to three months from the date of the handing over of the site. During this period all of the following items will have been completed or resolved to the satisfaction of DPW. During this period the FMSP shall:

D.2.1 Take over the delivery of the Services.

D.2.2 Become familiar with all aspects of the Contract portfolio and applicable practices.

- D.2.3 Ensure smooth transfer of services currently being performed by the incumbent.
- D.2.4 Establish building condition benchmark levels.
- D.2.5 Establish, to the satisfaction of DPWI, KPI levels.
- D.2.6 Establish an operational baseline that is acceptable to DPWI and
- D.2.7 Prepare an information base and sign agreements with DPWI related to government furnished accommodation (GFA), government furnished equipment (GFE) and government furnished information (GFI).
- D.2.8 Participate in/receive training on existing installations that are under guarantee or require specialist operation and workmanship.

D.3 FM TRANSITION PERIOD: CONCLUSION OF SERVICES

On expiry, or on termination, of the contracted Service Period, the FMSP (outgoing) shall co-operate fully and facilitate the processes as described in items D.2 in transferring all contractual duties to the newly appointed FMSP.

D.4 HANDOVER AT CONTRACT EXPIRY OR TERMINATION

On expiry or termination of the Agreement, the FMSP shall participate in handover activities to ensure that the following items are delivered under signature to DPWI:

- D.4.1 Drawings, manuals, reports and other documents provided to the FMSP by DPWI.
- D.4.2 Tools, keys and equipment provided to the FMSP by DPWI and
- D.4.3 Documentation, information and all data that were obtained, created and developed by the FMSP as part of the work during the term of the Contract.

CUSTOMER/CLIENT CARE FACILITIES

D.5 CALL CENTRE AND BUILDING INFORMATION & ASSET MANAGEMENT SYSTEM

D.5.1 Call Centre / Service Calls

During the last two years approximately 30,000 requests were received with a monthly average of 1,250 calls for the Prestige Portfolio. This number includes telephone calls, letters, faxes and e-mails. This information is provided without prejudice, as this could well vary in the future. Tenants/Clients will contact the FMSP Call Centre for both regular and after-hours emergency callouts for maintenance or support.

The Client may use the services of a third-party call centre whilst it expands its current call centre or may even decide to implement a local call centre. The Call Centre shall make use of a cloud hosted, omni-channel platform, capable of the seamless integration of voice, SMS, email as well as secure messaging applications such as WhatsApp and Telegram, in a single interface for an efficient, streamlined customer journey. Intelligent routing shall ensure that the correct contact centre consultants shall be able to receive, log, and track individual breakdowns as they occur, regardless of the platform used. Centralised reporting across all of the channels shall ensure that supervisors have a complete overview of all channels, revealing historical volumes, trends, and Call Centre consultant performance.

The solution shall ensure continuous business functions during extended periods of uncertainty, such as lockdown events when agents have to work from home while maintaining adherence to contracted service levels.

The process communication and complaint logging procedure should be included in the Facility Management Plan.

- The FMSP establishes a cellular / telephone connection to ensure that he can be reached at any time.
- The FMSP is primarily responsible for familiarising himself with the items requiring preventative, corrective and breakdown maintenance, and communicates this information directly to his maintenance workforce.
- Calls are generally logged by the User Client and Tenants through a Call Centre to reach the FMSP as soon as possible.
- Should the Facility Management Consultant or operating personnel of the Client determine or suspect that preventative, corrective or operational damage maintenance is required, a call is logged
- After the FMSP has attended to the complaint, the FMSP provides feedback to the Call Centre in order to close the breakdown call.
- The Call Centre contacts the person who logged the breakdown to confirm closing of the call (status of the call)

- Reaction times are defined as per the specifications.
- The Call Centre submits a weekly pending call report every Friday to the Facility Management Consultant and the FMSP.
- The client will be provided with user codes which will enable them to log onto the Call Centre Portal and see which calls are open, closed or in penalties.

The FMSP shall respond to service calls on a 24 hours / day 365 days / year basis. A call is considered to have been made when the Call Centre has been contacted and a log number has been issued. The service call will be considered closed when the Call Centre has notified the originator that the request has been satisfied or rejected for good cause, or the deficiency has been rectified. The FMSP shall keep DPWI or any identified stakeholders up to date on the status and results of its response to service calls and recorded in the monthly report.

Interface with Residential FMSP

There shall be an obligation on the Call Centre to refer any calls which may have been logged by residential clients/tenants for residential accommodation to the Call Centre established by the Parliamentary FMSP and vice versa.

Each such referral shall be logged in detail on the system, describing time, referee, location and nature of referral.

The system shall have the capability to report on the following:

Item	Functionality	Requirement
Customer Service	Facilities Management	Performance of Agents
		Calls / service request logged per property
		Response times
		Age analysis
		Status Report

Interface with Residential BIMS

The Call Centre shall be capable of logging calls against an asset hierarchy consisting of various levels in the segmenting of assets, capturing relevant data on all levels with each call logged. The Call Centre software shall be pre-populated with dropdown menus that correspond exactly with the BIMS definition of assets.

It must be possible to export data from the Call Centre database to the BIMS, through for instance csv files in spreadsheet format.

D.5.2 Building Information Management System (BIMS).

The client will implement a Building Information and asset Management System (BIMS). The BIMS will facilitate communication with all stakeholders and be used to report on progress, performance and costs of works, as well as the condition and value of assets, in general, and in particular as further specified.

The BIMS will have to fit with the business processes and communicate with existing and expected future systems of the DPWI and be able to accommodate procurement and management procedures that are in place at any point in time. The BIMS will be deployed in an environment to allow easy controlled access to all relevant data and conveniently extract information in the required format.

The Client currently uses “Archibus” and may add additional modules to their current platform.

The BIMS shall be able to collect and store data and provide information in the form of a Fixed Asset Register (FAR). The FAR shall be structured in a hierarchy that recognizes the functional relationship of assets and components, in accordance with the *Maintenance Accounting Framework for Immovable Assets* (May 2017), published by The Department of Public Works and The Construction Industry Development Board (CIDB) as part of the series of publications on *National Immovable Asset Management Accounting Framework*. The BIMS FAR hierarchy shall consist of four levels, providing the framework for segmenting the asset base into an appropriate classification system, as follows:

- (1) Facility, or area (e.g., Groote Schuur, or Laboria Park)
- (2) Asset type, or installation (e.g., Buildings, or electricity supply network)
- (3) Unique asset (e.g., physical address of building, or mini substation with unique number)
- (4) Component belonging to parent asset (e.g., windows, or internal walls, or substation panel)

The hierarchy of the Fixed Asset Register shall be generally understood to mean that expenditure on levels 1 – 3 will be capitalised adding to the carrying amount of the asset, while expenditure on level 4 is operational, recognised as an expense when it occurs.

The data available shall allow the DPWI access to the following information that is created through the various BIMS sub-systems, and that is required by the user client from time to time, including at least the following:

- Financial project information, that shows the project expenditure to date per asset group (e.g., unique building address or infrastructure system).
- Financial asset information, that indicates the asset value, which can be extracted in order to update the DPWI asset registers (including asset replacement cost, depreciation, remaining useful life, carrying amount, etc.)
- Corrective maintenance work done to the building or infrastructure, as well as improvements.

- Planned and routine maintenance work and the scoring of Key Performance Indicators achieved on a monthly basis.
- Incident / breakdown reporting, which integrates the data generated by the third-party Call Centre, as specified under D.5.1, within the FAR asset hierarchy.

The BIMS user-interface takes the form of a Geographical Information System (GIS), where the following easy access features shall be included:

- High resolution cadastral and aerial photography, that show each building and infrastructure, street addresses and other icons that can be clicked to show more detail of the asset.
- Street view, in which a 360° panoramic image is taken every 10m, and which can be accessed via the main satellite images. The 360° street view shall be renewed every six months and remain as layers in the BIMS to allow comparison of the status quo at any time, over the duration of the project.
- Photographs taken by the Facility Management Consultant and FMSP site staff, of buildings and infrastructure conditions with specific incidents.
- Project related and contract administration information.
- Property boundaries from the Surveyor General shall be overlain to define the probable extent of services, such as civil and electrical and any other relevant information, that will assist in the identification of fixed assets on these sites.
- Data shall be captured electronically in the field, with an additional option for office back-up capturing of data. Electronic field capturing shall include the benefits of GIS mobile interface, including:
 - Verification and condition assessment of the asset data capture process.
 - Field data capturers shall be able to see their position as indicated by the GPS on the GIS, allowing visualisation of current location on existing aerial photography.
 - Assets or components of assets shall be captured together with the capturing of any desired sub-field of information, actual location and photographic evidence.

System Implementation

A live dashboard with consolidated information shall be customised with the DPWI and User Client input during the transition period (or within six months) of the project, that will allow quick access to the most critical information that is up to date.

The BIMS shall have the capability to report on the following Building, Infrastructure and Facility Management Information:

Maintenance Management (Planned & Unplanned)	Planning and scheduling
	Work order management
	Safety measures and inspections
	Assets
	Energy Management
	Water Demand Management / IWA Water Balance
	Measurement against outputs
Fixed Property Asset Management	Property type. Zoning, area, usage, ownership location, etc.
	Buildings: Type, area, number of floors
	Measurement against output specification.
Capital Projects Management	Milestones and activities against actual
	Financial reporting: budget, actual, forecast, variations
	Measurement against output specification
Financial	Consolidated cost per facility/department
	Cost reports on utilities, call outs and internal facilities
	Financial baseline for facility
	Benchmarking of facilities in Portfolio
	Measurement against output specification

The system shall be available 24 hours per day, seven days per week and 52 weeks per year. The FMSP shall work with the Facilities Management Consultant, DPWI, and specialist BIMS programmer to use the set of Bills of Quantities in order to align assets according to a unique naming and numbering convention in terms of the prescribed asset hierarchy. This exercise shall ensure that the data captured by FMSP into the BIMS is cleaned and can be correctly linked to the correct level in the asset hierarchy to ensure accurate reporting.

BIMS Training

The Client shall ensure that training is implemented;

Firstly, the technical staff of the FMSP and Facilities Management Consultant shall learn to capture new assets in position, description, function and in accordance with the asset hierarchy, etc.

Secondly, the technical staff shall learn to define job card (task allocations) and capturing maintenance done. This training shall be done in classroom style where every learner will be behind a computer to physically do the changes on the system. In field training will also be done (more intense training) on utilising the data logger. A formal training manual shall be drawn up for the technical training according to the layout of the asset hierarchy developed and agreed upon.

Thirdly, the FMSP shall learn to extract data to provide the DPWI with information pertaining to the FAR of all facilities, buildings and infrastructure.

Existing IT Systems

The FMSP will be expected to transfer all relevant information on the portfolio onto the BIMS. Information will have to be checked for integrity and updated and maintained to enable reliable reporting on the issues stated. The database shall be set-up in a manner that allows export of all data at the end of the project in order to avoid future fruitless expenditure by repetition of the proposed system created and work done during this project.

Building Information Management System (BIMS) data requirement

The BIMS shall be developed on a standard proprietary software platform that is readily available in the market. However, regardless of the FMSP's specific software platform, the development of the BIMS shall allow for any customisation required by the DPWI. The BIMS shall therefore be tailored to the input of data and abstraction of information in a way that supports the specific project objectives. The data and information captured and contained in the BIMS shall maintain its integrity when export to another system, and such export of data and information shall not be restricted by user license conditions.

MANAGEMENT, PLANNING AND REPORTS

D.6 ANNUAL BUILDING INSPECTION

The FMSP shall perform an annual building inspection and report on the following building elements using the Annual Building Inspection checklist (FMSP to develop):

- D.6.1 Electrical service and distribution
- D.6.2 Electrical auxiliary and standby power
- D.6.3 Controls/monitoring systems
- D.6.4 HVAC
- D.6.5 Compressed air (auxiliary and process)
- D.6.6 Water supply and drainage
- D.6.7 Fire protection and alarm
- D.6.8 Lifts
- D.6.9 Environmental equipment and systems
- D.6.10 Energy systems
- D.6.11 Architectural/structural components
- D.6.12 Porterage services
- D.6.13 Handyman services
- D.6.14 Leather upholstery maintenance

D.6.15 Grounds, parking, roads and walkways

D.6.16 Landscaping

D.6.17 Cafeteria equipment and furnishings

D.6.18 Sound (audio visual) equipment

D.7 ANNUAL BUILDING PLAN

The Annual Building Plan (ABP) shall be seamlessly integrated with the Building Information and asset Management System (BIMS) as defined in D.5.2 and in Additional Specification SA: General Maintenance. The ABP shall be drafted in a format that facilitate exporting all the relevant pricing data and updates of the facilities' status quo directly to the BIMS database. The FMSP shall update the plan annually. Should there be an existing annual building plan, this will be made available to the FMSP. The FMSP shall assess and analyse required activities for the upcoming year and update before submitting the Annual Building Plan for each building, proposing work to be done, costs and a management analysis. The ABP shall comprise of expected operational maintenance activities, planned projects and a management analysis prepared for each building. DPWI will provide the FMSP with the national objectives, issues and priorities that must be taken into consideration during the **ABP** process. Condition surveys must be included of all buildings as per Government immovable assets management act (GIAMA of 2007).

D.7.1 ABP - Operational Maintenance Plan (O & M Plan)

In the ABP the FMSP shall detail the O & M activities and resources required to operate, maintain and manage each facility on a day-to-day basis. The O & M Plan costs shall be identified. However, the FMSP may be required to provide more detailed information to substantiate the Plan. Resources shall be forecast over a three-year period in the following format:

D.7.1.1 Previous Year - actual costs

D.7.1.2 Current Year - forecasted budget

D.7.1.3 Upcoming Year - Planning Years 2 and 3 - estimated costs.

The FMSP shall provide the following information:

D.7.2 O& M Plan

D.7.3 **ABP** - Project Plan

Projects that have been identified by the FMSP, through the ABI or ongoing O&M activities or by the DPW representative must be included in the FMSP's ABP. The FMSP shall assign project priorities. For each proposed project, the FMSP shall prepare a Feasibility Report.

During the **ABP** process, DPW will review proposed projects over R 10 000 (Ten thousand rand) in order to determine the following:

- D.7.3.1 Projects where design and detailed estimates were completed and are due for implementation or were previously deferred.
- D.7.3.2 Projects that will need to be "carried over" to the upcoming year for completion.
- D.7.3.3 Proposed projects recommended to proceed to the design and detailed estimate stage, but not likely to be implemented in the upcoming PMP period (Portfolio Management Plan).
- D.7.3.4 Proposed projects recommended to proceed to the design and detailed estimate stage, but not likely to be implemented in the upcoming PMP period (preparation).
- D.7.3.5 Proposed projects not to proceed to the design and detailed estimate stage (rejected).

The FMSP shall present details of ongoing and proposed projects over a five-year period. The FMSP shall identify repair work equal to or greater than R10 000 (Ten Thousand Rand), as well as any corrective maintenance work. Unplanned projects may also arise due to emergencies. The ABP will be modified as required throughout the year to include unplanned emergency projects, which may need to be substituted for planned projects. Project's priorities will generally be assigned as set out in (table 4), unless specifically specified:

Table 4: Generic Service Response / Project Priority Levels

Priority	Class	Description	Rectification Period
1	A. Emergency	A deficiency or condition, which has already occurred, and has already or will shortly result in the shutdown of a building or support system, such as labour law requirements not being met, or a critical building system has become inoperative.	Respond and effect temporary resolution within 1 hour of notification or detection by the FMSP. Permanent resolution within 1 Working Day of notification or detection by the FMSP.
	B. Health & Safety	A deficiency, which poses an imminent risk to health and safety if left uncorrected. The service will be escalated to an emergency service should "life or limb" be imperilled.	Respond and effect temporary resolution within 2 hours of notification or detection by the FMSP. Permanent resolution within 2 Working Days of notification or detection by the FMSP.
2	A. Operational Efficiency	A condition, which threatens to disrupt a Tenant's programme, which could result in the Tenant incurring productivity losses or threaten essential building services.	Respond and effect temporary resolution within 2 hours of notification or detection by the FMSP. Permanent resolution within 2 Working Days of notification or detection by the FMSP.
	B. System Integrity	A condition, which will result in the shutdown of a critical support system of a building if, left uncorrected in the current fiscal year.	Respond and effect temporary resolution within 2 hours of notification or detection by the FMSP. Permanent resolution within 2 Working Days of notification or detection by the FMSP.

Priority	Class	Description	Rectification Period
3	A. An Operational Efficiency	A deficiency which could hamper the efficiency of a Tenant's programme or building operating efficiency if left uncorrected.	Respond and effect temporary resolution within 1 Working Day of notification. Permanent resolution within 5 Working Days of notification or detection by the FMSP
	B. System Integrity	A condition which will result in increased costs if left uncorrected	Respond and effect temporary resolution within 1 Working Day of notification. Permanent resolution within 5 Working Days of notification or detection by the FMSP
4	A. Asset maintenance B. Appearance /Image C. Other	Priority 4 is a deficiency which requires repair or replacement but does not threaten building systems, operations or health and safety	Rectify within 15 Working Days of notification or detection by the FMSP. This 15 working day period may, depending on circumstances, be decreased on instruction by DPW.
5	A. Within one year B. Within two years C. Over two years	Priority 5 is for projects which the key factor is a significant financial benefit to DPW with priority according to the payback period on project costs as in the previous column.	Commence with project after approval by and as planned for in the Annual Building Plan

Projects shall be arranged in terms of priority, and coded (as above 2-A etc.) to indicate whether they have been previously deferred, carried over or presented for the first time for implementation in the upcoming year. The FMSP shall set out the following:

D.7.3.6 Project management approach

D.7.3.7 Project scope and cost benefits

D.7.3.8 Alternatives for consideration

D.7.3.9 Cost and data including cumulative previous year costs.

D.7.3.10 Cost for the current year and estimates for the upcoming and two subsequent planning years and

D.7.3.11 Project schedule and risks.

The FMSP shall provide the following information:

D.7.3.12 Project Feasibility Report

D.7.3.13 Project Plan

D.7.3.14 EIA Checklist

D.7.4 ABP - Management Analysis

The Management Analysis shall include a quantitative assessment and narrative summary to support the contents of the ABP and identify options for DPW's consideration. The FMSP shall analyse the findings of the Annual Building Inspection and assess the condition of building equipment, systems, architectural finishes and structures to ensure that planned O & M activities and projects will maintain the integrity of building assets and optimise operating life. The FMSP shall identify existing or potential issues and risks concerning such items as energy management, environmental protection and conservation, or compliance with special government programmes which may impact on building requirements.

The FMSP shall provide a Management Analysis.

D.8 PORTFOLIO MANAGEMENT PLAN ("PMP")

The FMSP shall consolidate the individual ABP's into a single PMP.

Where a Portfolio Management Plan exists for the Prestige Portfolio the FMSP shall familiarise themselves with the content thereof and, where relevant, adopt the contents thereof for incorporation in the PMP.

Each year the FMSP shall consolidate and incorporate individual ABP's into a single PMP. DPW may be subject to funding constraints, which could result in reduced reference levels for the Contract work. DPW will establish the reference levels for the Portfolio O & M as well as repair projects. The FMSP shall review and modify the individual ABP's in order to develop a PMP that satisfies the established budget levels and identifies the overall plan for:

- D.8.1 Expected operating and maintenance costs.
- D.8.2 Planned projects, prioritised and identified as repair and
- D.8.3 FMSP fees.

A management analysis summarising and supporting the contents of each of the ABP's shall also be included in the PMP. Included shall be the identification of options, risks and opportunities at Portfolio level for DPW's consideration.

Review of the PMP will be done before February 15th each year and adjusted by the FMSP as required (before March 15). After acceptance of the PMP by DPW, approval to the FMSP stating the PMP is acceptable and is to be implemented will be provided before the end of March.

The FMSP shall provide the following:

- D.8.3.1 Portfolio Management Plan
- D.8.3.2 Portfolio Management Status Report

D.8.4 PMP - O & M Plan

The O & M Plan may require increased funding to accommodate one-time, unforeseen events such as purchase of capital HVAC equipment. Under such circumstances, DPW may consider the re-profiling (decreasing) of the Project Plan in order to rectify the O & M Plan's deficit.

The FMSP shall establish the amount that needs to be added to the O & M Plan and shall identify which projects are most appropriate for deferral from the year's Project Plan. The FMSP shall identify financial resources required in the upcoming year by "time phasing" the O & M portion of the PMP on a monthly basis to reflect cash flow requirements.

Time phasing permits the FMSP to apportion expenditures into expected monthly amounts which reflect the varying nature of delivering Facilities Management services.

D.8.5 Project Plan

DPW will identify budget levels for projects.

Projects equal to or greater than R10 000 (Ten Thousand Rand) will be identified individually in the PMP. The FMSP shall not reschedule or defer planned projects greater than R10 000 (Ten Thousand Rand) without the consent of DPWI. For projects over R10 000 (Ten Thousand Rand), that cannot be done via the corrective maintenance schedule of rates, the FMSP shall present options for consideration, finalise design documents and prepare detailed estimates so as to obtain approval from DPWI to proceed to the project implementation phase. Once projects are approved for implementation, the FMSP shall obtain prices by competitive tendering and shall propose a guaranteed fixed price for DPW acceptance.

DPWI may instruct the FMSP, from time to time, to remove projects from the PMP which, in turn, will decrease the total project budget baseline. If and when this situation arises, the FMSP's scope of works will be amended to reflect the decrease to the project baseline. The FMSP shall provide the following information:

D.8.5.1 Project Plan

D.8.5.2 Project Monthly Status Report

D.8.5.3 Tenant Services Project Report

D.8.6 PMP - FMSP's fees

FMSP's fees refer to any fees paid to the FMSP as related to fulfilling Contract requirements for O & M activities and project delivery. (Project value greater than R10 000).

D.8.7 PMP - Management Analysis

The Management Analysis shall include a quantitative assessment and narrative summary to support the contents of the PMP and identify options, risks and opportunities for DPWI consideration. The FMSP shall identify existing or potential issues and risks concerning

such items as energy management, environmental protection and conservation, or compliance with special government programmes which may impact on building requirements.

The FMSP shall provide the following information:

D.8.7.1 PMP - Management Analysis

D.9 FACILITIES MANAGEMENT ADMINISTRATION

D.9.1 Work Management

The FMSP shall perform Facilities Management services utilising a work management system for work assignment, tracking and quality control. The work management system shall record information useful to DPW for audit purposes and to satisfy legislated reporting requirements.

D.9.2 Accounting Practices

The FMSP shall report monthly to DPW on expenditure against an approved time-phased budget for Building Operation and Maintenance (O&M) and Projects. The FMSP shall manage budgets aggregated for the Portfolio using DPW's accounts coding.

D.9.2.1 The FMSP shall further sub-contract at least 30% of the contract value as described in specification SL.

D.9.2.2 Monitor sub-contractor performance, including quality of deliverables, adherence to schedules, and costs; and

D.9.2.3 Provide for dispute resolution, initiation of sub-contract amendments and payments.

D.10 MANAGEMENT OF EXISTING CONTRACTS

DPW will identify long-term contracts or agreements in place which may remain in force for the duration of the contract period. These contracts or agreements are for services such as the inspection and maintenance of vertical transportation systems, the inspection and certification of boilers and pressure vessels, and energy management. The FMSP shall co-ordinate with these service providers and shall:

D.10.1 Manage the delivery contracts.

D.10.2 Monitor contract performance, including quality of deliverables, adherence to schedules, and costs and

D.10.3 Resolve disputes, initiate contract amendments and administer payments.

D.10.4 Novation and Assignment of Existing Contracts

DPW will identify contracts that could be novated to the FMSP. Where suppliers and service providers accept the novation, the FMSP shall accept the novation and assume all liabilities thereafter and receive all rights and benefits.

D.11 INFORMATION MANAGEMENT

The FMSP shall meet the following information management requirements:

D.11.1 Provision of detailed and timely information

D.11.2 Provision of ad hoc information as requested by DPW and

D.11.3 Maintenance of information, regardless of delivery mechanism that is useful to DPW for audit purposes, or for use in replacing the FMSP in the event of default or for contract renewal.

Storage and handling of all documentation shall be in accordance with the State Security Agency (SSA) Minimum Information Security Standards (MISS).

The FMSP shall employ proven information collection and delivery techniques, methodologies and systems to meet DPW requirements. The FMSP shall ensure that computer systems, information and data are protected with due regard to security, and that an information disaster recovery and backup plan and procedures are in place.

For changes to construction drawings and other graphical representations, the FMSP shall provide such change information in electronic form consistent with DPW standards. In cases where original drawings are in non-electronic or other form that is not compliant with the noted document, the FMSP shall have the original information converted to the electronic form consistent with the noted document when required for performing project work. The intent is to perform conversion of information on an "as and when required" basis. The FMSP shall detail the costs of such information conversions separately in project estimates.

For new and affected equipment and systems, the FMSP shall review and update operating manuals (where available) and provide all required trouble shooting manuals, operating manuals, as-built drawings, single-line diagrams and other written instructions and incorporate the information into the existing document inventory. In situations where DPW is delivering project services within a building, DPW will, upon project completion, turn over all applicable manuals, drawings and other information to the FMSP who shall ensure that these are properly incorporated into the building's existing document archive and appropriately maintained.

A set of architectural, mechanical and electrical drawings and specifications, shop drawings, and operation and maintenance manuals, will be provided (where available) for the FMSP's use during the term of the contract. DPW is not responsible for the accuracy or completeness of such documents; the FMSP shall advise DPW of observed inaccuracies in the documents and update or correct as required. The FMSP shall maintain the

documents provided by DPW and shall return them upon contract termination.

The FMSP shall obtain additional information relevant to the building systems or equipment from suppliers and manufacturers where necessary.

The FMSP shall allow for all costs for the data-capturing of information and upkeep of the information on the BIMS (refer to 5.2).

D.12 REPORTING AND MONITORING

The FMSP shall submit scheduled reports, with sufficient, timely and accurate information to enable budgets and other management issues to be effectively and efficiently planned, monitored and controlled. The reports shall be based on data obtained from the Building Information Management System (BIMS). The FMSP shall submit work progress reports to DPW and other information as needed.

DPW will monitor the FMSP's performance through various means including the analysis of status and performance reports and may conduct on-site inspections to determine the FMSP's performance. The FMSP shall report on the following elements to DPW at regular monthly management meetings to be held at the DPW's facility:

- D.12.1 O & M budget status
- D.12.2 Project activity and status
- D.12.3 Other issues relevant to the Contract, on an exception basis, including significant incidents and deviations from approved approaches and plans.
- D.12.4 Report on updating of the data on the BIMS with regard to financial information, preventative maintenance performance, current status quo of facilities, assets and components, and geographical information.
- D.12.5 Report on attendance to breakdowns, complete with actual downtime achieved per incident, as well as current status of both pending and closed breakdowns. For purposes of reporting, the data shall be abstracted from the updated BIMS. For purposes of quality control, DPW will compare the BIMS report with the original call centre reports.

The regular monthly meetings do not preclude the need for DPW and the FMSP to hold separate meetings for emergencies or special issues which need to be resolved. The FMSP shall provide and review the information provided and KPI performance results with DPW.

D.13 INFORMATION AND REPORT REQUIREMENT DATES

The FMSP will be required to provide specific reports and information on dates and at the frequency as called for by DPW.

D.14 STANDARD FORMS

Standard forms for reporting in terms of the Occupational Health and Safety Act (Act 85 of 1993 as amended), pest control regulations, annual reports and any other reports that DPW may require from time to time shall be drawn up and approved by DPW.

KEY PERFORMANCE INDICATORS

D.15 APPROACH AND COMPLIANCE WITH KEY PERFORMANCE INDICATORS

A collaborative approach is sought in which both the FMSP and DPW work to achieve Tenant satisfaction and the FMSP works to achieve performance levels ("KPI's") in the areas of Asset Integrity, Satisfaction, Financial Performance and Empowerment Performance for buildings in the Prestige Portfolio. The FMSP is expected to commit to communicate and co-operate with mutual respect and trust, to achieve cost-effective, high-quality delivery of services and innovation in a safe and productive working environment. The FMSP shall support DPW and the Tenants in delivery of broader Government objectives and shall:

- D.15.1 Ensure that activities are well planned and effectively carried out.
- D.15.2 Establish and execute a code of conduct in which FMSP personnel interact with Tenants and sub-contractors in a professional manner.
- D.15.3 Maintain a co-operative and professional approach when liaising with Tenants and ensure a high level of ongoing Tenants' satisfaction.
- D.15.4 Take responsibility for Tenant satisfaction and asset integrity.
- D.15.5 Co-operate with Tenant security requirements.
- D.15.6 Participate in workplace health and safety committees and other facilities related activities where required and
- D.15.7 Participates in Government initiatives, e.g., energy saving programme. The FMSP shall provide Facilities Management advice when and were requested by DPW and otherwise as required by the contract. Advice may be in the form of verbal advice or in writing, depending on the request.
- D.15.8 Work in accordance with the requirements of the Technical Specifications as well as Additional Specifications, in order to maintain the defined service level for preventative maintenance, for which performance-based remuneration is applied via the Key Performance Indicators, and to maintain the defined service level for Breakdown Maintenance, for which penalties are applied for excessive downtime, as defined in Additional Specification SA: General Maintenance.

QUALITY ASSURANCE AND CONTROL

D.16 QUALITY ASSURANCE PLAN

A quality assurance plan detailing the procedures should be kept up to date for monitoring, controlling and maintaining quality service delivery for the duration of the contract.

D.17 QUALITY CONTROL

DPW, at its discretion will perform Quality Control ("QC") inspections on the delivery of services. The FMSP shall co-operate, and participate if and when requested, with DPW during QC inspections and provide resources or information as required.

ENVIRONMENTAL

D.18 ENVIRONMENTAL PROTECTION & CONSERVATION

The FMSP shall develop a comprehensive Environmental Protection & Conservation Plan covering the requirements to manage, execute and report on environmental activities arising from the implementation requirements of this contract and its scope of service as developed annually.

The Environmental Protection & Conservation Plan shall clearly demonstrate due diligence on the part of the FMSP satisfying the most stringent requirement where concurrent legislation and regulations exist. The Environmental Protection & Conservation Plan developed by the FMSP shall comply with appropriate law or legislation or international Agreement such as:

- D.18.1 PCB (Polychlorinated Biphenyls) materials in-storage
- D.18.2 PCB equipment phase-out
- D.18.3 Asbestos management
- D.18.4 Hazardous materials (e.g., storage, transportation and disposal)
- D.18.5 Wastewater
- D.18.6 Ozone depleting substances management
- D.18.7 Pesticides and
- D.18.8 Non-hazardous solid waste (e.g., reduction programmes).
- D.18.9 Montreal Protocol Agreement

The FMSP shall provide such information as DPW may require enabling it to determine if the proposed activities are considered "projects". DPW will review this information to

determine those activities which are not excluded from the assessment requirements and require further study. DPW will determine the most appropriate method for performing such studies.

The FMSP shall take immediate action to minimise the impact of an environmental incident. The FMSP shall identify and advise DPW of PCB materials on-site. DPW will make arrangements to transfer PCB waste materials in storage to DPW registered storage facilities or to licensed destruction facilities.

The FMSP may be responsible for buildings identified by DPW as containing a central PCB storage area. DPW will identify such areas and the FMSP shall ensure that they are appropriately maintained. For sites where registered PCB waste storage sites are not present, the FMSP must ensure that the regulatory limits for PCB waste storage are not exceeded.

The FMSP shall provide the following information:

- D.18.10 Chiller Refrigerant Storage/Loss Report
- D.18.11 Chiller Inventory Report
- D.18.12 Halon - Fire Suppression System Report
- D.18.13 PCB Removal Request
- D.18.14 PCB In-Use Inventory Phase-Out Report
- D.18.15 Recycled Material Report
- D.18.16 Storage Tank Report
- D.18.17 Pesticide Usage Report
- D.18.18 Summary/Pesticides Application Report

The FMSP shall provide and update the following information:

- D.18.19 Hazardous Chemical Waste Inventory
- D.18.20 Hazardous Occurrence Record and
- D.18.21 Checklist

DISTURBANCE

D.19 MANAGEMENT AND MINIMISATION OF DISTURBANCE TO OCCUPANTS

All facilities falling in the precinct of responsibility of the FMSP are occupied and in daily use. The FMSP shall ensure that in delivering the required services, unnecessary disturbance and nuisance to occupants and/or users of the site are avoided or minimised as far as practically possible including, but not restricted to:

D.19.1 Minimisation of noise

D.19.2 Minimisation of dust

D.19.3 Maintenance of uninterrupted access

D.19.4 Cleanliness

D.19.5 Provision of hoardings and demarcations complying with all applicable Health and Safety laws and regulations.

SECURITY CLEARANCE

D.20 SECURITY CLEARANCE OF PERSONNEL AND SUB-CONTRACTORS

The FMSP shall ensure that he obtains security clearance in terms of requirements and rules set by the State Security Agency for the various buildings and precincts for all staff and personnel, including those of sub-contractors, to be engaged, for whatever reason, in the implementation of this contract. No access will be given to any individual who has not obtained the necessary security clearance and access permit.

The FMSP shall familiarise himself with the lead times and personnel information required to obtain security clearance and a permit.

The FMSP shall take security clearance lead times into account when programming his works. No claims for delays or additional costs shall be entertained due to the non-issue or delay in issue of access permits.

D.21 WORKS AUTHORISATION

The works authorisation sheet issued by DPWI for any work must show when special security clearance is required for a particular site and/or service. The FMSP cannot commence work at any site where the security requirement has not been authorised.

GENERAL

D.22 GOVERNMENT FURNISHED EQUIPMENT

D 22.1 An inventory of maintenance equipment that is available to the FMSP has been compiled and will be handed over to the FMSP for verification. Maintenance equipment accepted for use by the FMSP must be returned in the same condition, or better condition, than the condition in which it was received.

The FMSP shall compile an inventory of maintenance equipment and supplies, identified in the GFE list. The FMSP shall verify the detailed inventories of operational and maintenance equipment, supplies and spare parts currently available in each building. The FMSP will identify items required and shall be responsible for their use and care for the duration of the Contract. The Inventory of equipment and supplies does not include vehicles, e.g., trucks, vans or passenger cars.

The GFE lists shall be updated upon Contract termination and the FMSP shall either replace inventory items as required or compensate DPW for missing, worn or deficient items. Building equipment and supplies include the following:

D22.1.1 Equipment: horticultural equipment, (lawnmowers etc.) and ceremonial equipment, (red carpet, stage, lighting, public address system, canopies, etc)

D22.2 The FMSP shall be responsible for ensuring that equipment or tools necessary to deliver contracted services are available at all times.

D22.3 The FMSP shall ensure that maintenance and operational consumables, supplies and spare parts required, including those inventoried in the Government Furnished Equipment Lists are held at appropriate levels to carry out services specified through the implementation of this contract.

The FMSP shall provide the following:

D22.4 Government Furnished Equipment List

D.23 UNIFORMS AND DRESS CODE

The FMSP will be neat, clean and appropriately dressed at all times and shall be required to ensure that different uniform colours are provided with initials and surname visible for those staff involved in different service lines as well as per their geographic location.

The uniform must be clearly marked "Contracted to DPWI", as well as the name of the employing company. Samples of the proposed uniforms and materials will be required for approval by the DPW before they are manufactured.

D.24 HERITAGE BUILDINGS AND REQUIREMENTS

The National Heritage Resources Act, 1999 (the "Act") and the Heritage Section of the DPW must be complied with for all buildings within the Prestige Portfolio that fall into that category. The FMSP must acquaint itself with the requirements of the Act. These buildings include but are not limited to the following:

- D.24.1 Groote Schuur Estate (Certain Buildings)
- D.24.2 Fernwood Estate (Certain Buildings)

D.25 PROFESSIONAL DEVELOPMENT PROGRAMME

- D.25.1 Condition to accept unregistered persons with suitable built environment qualifications on secondment.

It is an express term of contract that the Service Provider, after award of tender and over a 5 year period, accept a **minimum of four (4)** unregistered, suitably qualified (Facilities Management) persons in his office for the purpose of exposing the latter to the full extent of professional work, or as may be required according to specific circumstances, in order to gain experience which can be presented to the relevant bodies for consideration towards professional registration.

The secondment of such unregistered persons will be negotiated with the Service Provider in terms of numbers, periods of training and extent of professional work opportunity to be afforded. The conditions of secondment will be subject of a separate Memorandum of Understanding with the Service Provider which will serve as an annexure hereto. Any secondment arrangements will cease upon the professional registration of the seconded person or as agreed on and so included in the aforesaid Memorandum of Understanding.

The responsibility for salaries of seconded persons will remain with Employer, but responsibility for operational expenses, necessary for the execution of the work will vest with the Service Provider, all of which will be dealt with in the Memorandum of Understanding.

Allow an amount of R500 000.00 to be paid as salaries to the identified Facilities Management trainees.

D.26 PROFESSIONAL STANDARDS

All work undertaken by the FMSP shall be in accordance with the minimum statutory requirements, SANS standards or equivalent, good industry practice to appropriate professional and technical standards, and comply with the requirements of the appropriate professional bodies or institutions, including guidance notes and Codes of Practice where applicable. The FMSP shall exercise all reasonable skill, care and diligence in the discharge of the duties required by the FM Contract. For the duration of the Contract Period the FMSP shall provide sufficient trained personnel for proper performance of the obligations under

the FM Contract. The FMSP shall also provide adequate supervision of the staff employed by the FMSP (or persons under their control). The FMSP and its employees (or persons under their control) shall be aware of and implement all relevant standards and any relevant new legislation.

D.27 CORRECTIVE MAINTENANCE

The FMSP shall manage the corrective maintenance work as per the BoQ as instructed by the Facilities Management Consultant. Works instructions for corrective maintenance above R 1,000,000.00 will be regarded as a “Mini Project” and will be administered in term of the JBCC Series 2000 Edition 4.1 March 2005. Penalties will be applied in terms of the below table.

Calculation of penalty per day (excluding VAT)

<u>CONTACT PERIOD</u>	<u>RATE PER R100 OF ESTIMATE</u>
1 month	27,5 cents
1,5 months	22 cents
2 months	16,5 cents
2,5 months	13,5 cents
3 months	11 cents
3,5 months	9,5 cents
4 months	8,5 cents
4,5 months	7,5 cents
5 months	6,25 cents
6 months	5,75 cents
7 months	4,75 cents
8 months	4 cents
9 months	3,75 cents
10 months	3,5 cents
11 months	3 cents
12 months	2,75 cents
14 months	2,5 cents
15 months	2,25 cents
16 months	2 cents
18 months	1,75 cents
20 months	1,5 cents
21 months	1,5 cents
24 months	1,25 cents
30+ months	1 cent

DPW 10.4 FIXED GUARANTEE

AND

DPW 10.5 VARIABLE GUARANTEE

DPW-10.4 (EC): FIXED CONSTRUCTION GUARANTEE - (GCC (2010) 2nd EDITION: 2010)

Director-General
 Department of Public Works
 Government of the Republic of South Africa

To: *insert name*
 Private Bag *insert no*
insert town
insert postal code

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC (2010) 2ND EDITION 2010

1. With reference to the contract between _____

_____ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works (hereinafter referred to as the “**employer**”), Contract/Tender No: **CPT1003/21**, for the **CAPE TOWN: PARLIAMENTARY RESIDENTIAL ACCOMMODATION: THE PROVISION OF PERFORMANCE BASE INTEGRATED FACILITIES MANAGEMENT SERVICE FOR A FIVE (5) YEAR PERIOD** (hereinafter referred to as the “**contract**”), for the sum of R *insert amount*, (*insert amount in words*), (hereinafter referred to as the “**contract sum**”).

I / We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer**'s disposal the sum of R *insert amount*, (*insert amount in words*) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the **contract**.

2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer**'s opinion and sole discretion):
 - (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**; or
 - (b) the **contractor**'s estate is sequestered; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
3. Subject to the above, but without in any way detracting from the **employer**'s rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the

aforegoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

- 6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
- 7. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of completion** of works.
- 8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ **ON THIS** _____ **DAY OF**
 _____ **20**_____.

AS WITNESS

- 1. _____
- 2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
 (duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.**
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.**
- C. This GUARANTEE must be returned to:** _____

DPW-10.5 (FM): VARIABLE GUARANTEE – WORKS OF FACILITIES MANAGEMENT

Director-General
 Department of Public Works at National Level
 Government of the Republic of South Africa

To: **insert name**
 Private Bag **insert no**
insert town
insert postal code

Sir,

VARIABLE GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF THE DPW FACILITIES MANAGEMENT CONTRACT 2005

1. With reference to the contract between _____
 _____ (hereinafter referred to as the “**Service Provider**”) and the Government of the Republic of South Africa in its Department of Public Works (hereinafter referred to as the “**Employer**”), Contract/Tender No: **CPT1003/21**, WCS No: **055121**, for the **CAPE TOWN: PARLIAMENTARY RESIDENTIAL ACCOMMODATION: THE PROVISION OF PERFORMANCE BASED INTEGRATED FACILITIES MANAGEMENT SERVICE FOR A FIVE (5) YEAR PERIOD** (hereinafter referred to as the “**Contract**” for the sum of R **insert amount**, (**insert amount in words**)).

 I/we, _____
 in my/our capacity as _____ and hereby
 representing _____ (hereinafter referred to as the “**Guarantor**”) holds at the **Employer’s** disposal the sum of R **insert amount**, (**insert amount in words**) being 2.5% of the Contract Sum (excl. VAT), for the due fulfillment of the Contract.
2. I/We advise that the **Guarantor’s** liability in terms of this guarantee shall be reduced as follows:
 - (a) Annually in equal portions, subject to (b) below;
 - (b) The last annual portion shall be reduced to 5% thereof on expiry of the Service Period;
 - (c) This guarantee shall expire on the date of the Certificate of Completion.
3. The **Guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **Employer** the amount guaranteed, during the period when the claim was received by the **Guarantor**, on receipt of a written demand from the **Employer**, to do so and which demand the **Employer**, may make if (in the **Employer’s** opinion and sole discretion) the Service Provider:
 - (a) fails or neglects to comply with the terms and/or conditions of the Contract; or
 - (b) if the **Service Provider’s** estate is sequestrated, liquidated or surrendered in terms of the insolvency laws of in force within the Republic of South Africa.
4. Subject to the above, but without in any way detracting from the **Employer’s** rights to adopt any of the procedures provided for in the Contract, the said demand can be made by the **Employer**, at any stage prior to the expiry of this guarantee.
5. The amount paid by the **Guarantor** in terms of this guarantee may be retained by the **Employer** on condition that upon issue of the Completion Certificate, the **Employer** shall account to the **Guarantor** showing how this amount has been expended and refund any balance due to the **Guarantor**.

- 6. The **Employer** shall have the absolute right to arrange his affairs with the Service Provider in any manner which the **Employer** deems fit and the **Guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **Guarantor**. Without derogating from the foregoing, any compromise, extension of the contract period, indulgence, release or variation of the **Service Provider’s** obligation shall not affect the validity of this guarantee.
- 7. This undertaking is neither negotiable nor transferable, and
 - (a) must be surrendered to the **Guarantor** at the time when the **Employer** accounts to the **Guarantor** in terms of clause 5 above, or
 - (b) shall lapse in accordance with clause 2 (c) above; and
 - (c) shall not be interpreted as extending the **Guarantor’s** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ **ON THIS** _____ **DAY OF**
 _____ **200**__

AS WITNESS

- 1. _____
- 2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorized thereto by resolution attached marked Annexure A)

DATE: _____

- A. **No alterations and/or additions of the wording of this form will be accepted.**
- B. **The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor’s *domicilium citandi et executandi*, for all purposes arising from this guarantee.**
- C. **This GUARANTEE must be returned to:** _____
