



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER: H23/011PF

RETURNABLE DOCUMENTS

FOR

**AIR CONTROL AND QUALITY ASSESSMENTS WITH
INTERVENTIONS TO IMPROVE AIR QUALITY ON ALL
DPWI REGIONAL OFFICES (STATE OWNED)
FACILITIES AND OTHER USER DEPARTMENTS**

24/4/2023
FASL

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA**

PLEASE TAKE NOTE

BID NUMBER: H23/011PF

CLOSING TIME: SHARP 11:00 CLOSING DATE: 18 DECEMBER 2023

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

BID DOCUMENTS MAY BE POSTED TO

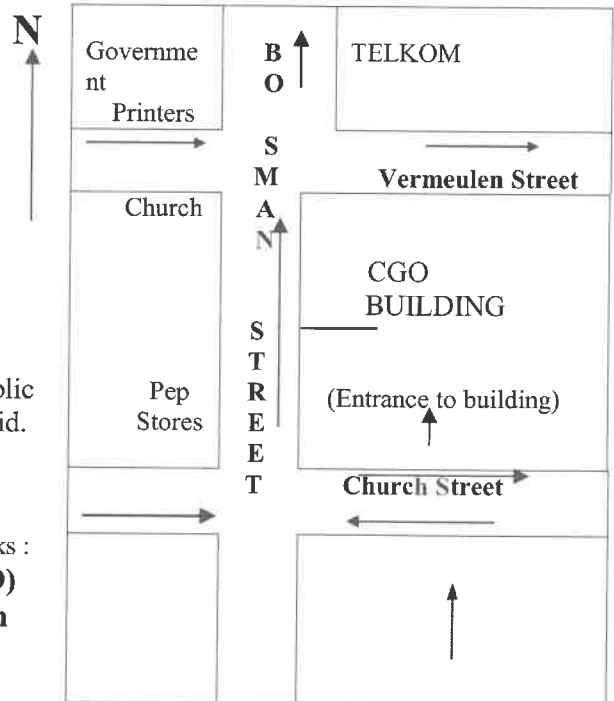
**DIRECTOR-GENERAL
Department of Public Works
Private Bag X65
PRETORIA
0001**

**ATTENTION: TENDER SECTION:
Central Government office: Room 121**

Bid documents that are posted must reach the Department of Public Works: Tender section, before 08:00 on the closing date of the bid.

OR

The bid documents may be deposited at the Department of Public Works :
Head Office: **Room 121, Central Government Office (CGO)
c/o Bosman and Vermeulen Street.(Entrance Vermeulen
Street) Pretoria,0001**



The Head Office of the Department of Public Works is open **Mondays to Fridays**
07:30 – 12:30 / 13:30 – 15:30. However, if the bid is late, it will, as a rule not be accepted for consideration.

Bidders should ensure that bids are delivered timeously to the correct address.

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.

Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE,
INDICATING THE TENDER NR, CLOSING DATE AND YOUR COMPANY NAME**

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.info.gov.za/documents/tenders/index.htm>

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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF AIRCONTROL AND QUALITY ASSESSMENT WITH INTERVENTIONS TO IMPROVE THE AIR QUALITY ON ALL DPWI REGIONAL OFFICES (STATE OWNED) FACILITIES AND OTHER USER DEPARTMENTS

Project title:	AIRCONTROL AND QUALITY ASSESSMENT WITH INTERVENTIONS TO IMPROVE THE AIR QUALITY ON ALL DPWI REGIONAL OFFICES (STATE OWNED) FACILITIES AND OTHER USER DEPARTMENTS
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Bid no:	H23/011PF		
Advertising date:	24/11/2023	Closing date:	18/12/2023
Closing time:	11:00	Validity period:	84 days

1. FUNCTIONALITY CRITERIA APPLICABLE YES NO

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria: ¹	Weighting factor:
<p>Company Experience: The service provider must have successfully completed Indoor Air Quality Technologies projects. Contactable reference letters on IAQ Technology must be attached as proof of work completed:</p> <p>5 letter or more of proven experience 5 Points 4 letters of proven experience 4 Points 3 letters of proven experience 3 Points 2 letters of proven experience 2 Points 1 letter of proven experience 1 Point No letter of proven experience 0 Points</p>	20
<p>The Team Leader must have an NQF level 6 or above qualification in Engineering or Built Environment or Environmental Health fields or equivalent qualification related to IAQ Technologies with a Professional Registration status with the relevant qualification statutory body as recognised in South Africa. Certified copies of certificates must be attached to the proposal as proof. CV's of the Team Leader must be attached to the technical proposal as proof, and should reflect the project leader's number of years' experience in IAQ Technologies and number of projects executed:</p> <p>BSc/BEng/BTech with 5 or more years post registration experience 5 Points BSc/BEng/BTech with 4 years post registration experience 4 Points BSc/BEng/BTech with 3 years post registration experience 3 Points BSc/BEng/BTech with 2 years post registration experience 2 Points BSc/BEng/BTech with 1 year post registration experience 1 Points BSc/BEng/BTech with 0 years post registration experience 0 Points</p>	20

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>Team Members (minimum of two members) must have an NQF level 6 or above qualification in Engineering or Built Environment or Environmental Health fields or equivalent qualification related to IAQ Technologies with a Professional Registration status with the relevant qualification statutory body as recognised in South Africa. Certified copies of certificates must be attached to the proposal as proof. CV's of Team Members (minimum of two members) must be attached to the technical proposal as proof, and should reflect the number of projects executed and years' experience for each team member. Team members must have experience in IAQ:</p> <p>BSc/BEng/BTech with 5 or more years post registration experience 5 Points BSc/BEng/BTech with 4 years post registration experience 4 Points BSc/BEng/BTech with 3 years post registration experience 3 Points BSc/BEng/BTech with 2 years post registration experience 2 Points BSc/BEng/BTech with 1 year post registration experience 1 Points BSc/BEng/BTech with 0 years post registration experience 0 Points</p>	20
<p>A detailed methodology which addresses the following amongst others, per site: 1) Project Execution Plan as described in the TOR (with clear milestones and timelines) 2) Technologies for installation and maintenance plan 2) Quality Plan 3) Risk Plan 5) EPWP integration plan and skills transfer plan</p> <p>Methodology covering all above aspects 5 Points Methodology covering 4 aspects 4 Points Methodology covering 3 aspects 3 Points Methodology covering 2 aspect 2 Points Methodology covering 1 aspect 1 Point Methodology with no aspect 0 Points</p>	20
<p>A detailed physical presentation which addresses the following amongst others, per site: 1) Project Execution Plan as described in the TOR (with clear milestones and timelines) 2) Technologies for installation and maintenance plan 3) Quality Plan 4) Risk Plan 5) EPWP integration plan and skills transfer plan:</p> <p>Methodology covering all above aspects 5 Points Methodology covering 4 aspects 4 Points Methodology covering 3 aspects 3 Points Methodology covering 2 aspect 2 Points Methodology covering 1 aspect 1 Point Methodology with no aspect 0 Points</p>	20
Total	100 Points

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	80
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(Total minimum qualifying score for functionality is 50 percent, any deviation below or above the 50 percent, provide motivation below).

Complexity of the project as it includes an assessment, proposal, intervention and a maintenance plan

2. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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2.1. Indicate which preference points scoring system is applicable for this bid:

<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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3. RESPONSIVENESS CRITERIA

3.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
4	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
5	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid
6	<input checked="" type="checkbox"/>	Submission of record of attending compulsory briefing session. Attendance of the briefing session and all site inspections are compulsory due to the scope of works.
7	<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database
8	<input checked="" type="checkbox"/>	Tenderer shall submit their fully completed pricing schedule as per Annexure B, utilising information proved by DPWI in the Terms of Reference (refer to Annexure A) and the information gathered during briefing session (Complete all inclusive parts) together with the tender documents.
9	<input checked="" type="checkbox"/>	PEP: Comprehensive Project Execution Plan as per the requirements outlined in the Terms of Reference and the Physical Presentation as per the requirements outlined in the Terms of Reference.
10	<input checked="" type="checkbox"/>	With reference to Item 5, the PA-32 must be completed in full.
11	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>

3.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
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Notice and Invitation to Bid: PA-04 (GS)

2	<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.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	<input checked="" type="checkbox"/>	Risk assessment criteria based on C1 of DPW 03 Tender Data
8	<input checked="" type="checkbox"/>	Submission of (PA-09): List of Returnable document
9	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
10	<input type="checkbox"/>	Specify other responsiveness criteria

3.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals:

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

4. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

<input type="checkbox"/>	<p>4.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.</p> <p>Table 1</p> <table border="1"> <thead> <tr> <th>Serial No</th> <th>Specific Goals</th> <th>Preference Points Allocated out of 20</th> <th>Documentation to be submitted by bidders to validate their claim</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)</td> <td>10</td> <td> <ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. </td> </tr> <tr> <td>2.</td> <td>Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)</td> <td>2</td> <td> <ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. </td> </tr> </tbody> </table>			Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim	1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. 	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.
Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim												
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. 												
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. 												

			<p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



4.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
OR			
5. <input checked="" type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

5. COLLECTION OF BID DOCUMENTS:

- Bid documents are available for free download on e-Tender portal www.etenders.gov.za

Alternatively; Bid documents may be collected during working hours at the following address 256 Madiba Street, Pretoria Central. A non-refundable bid deposit of R 1 000 is payable, (Cash only) is required on collection of the bid documents.

A **compulsory** pre bid meeting with representatives of the Department of Public Works will take place at 256 Madiba Street, Pretoria Central, 8th Floor Boardroom on 01/12/2023 starting at 10am. Venue 8th Floor Boardroom. (if applicable)

6. ENQUIRIES

6.1. Technical enquiries may be addressed to:

Oliver Chimusoro 22/11/2023

DPWI Project Manager	Oliver Chimusoro	Telephone no:	0124061377
Cellular phone no		Fax no:	
E-mail	Oliver.Chimusoro@dpw.gov.za		

6.2. SCM enquiries may be addressed to:

SCM Official	Dora Phooko	Telephone no:	0124061511
Cellular phone no		Fax no:	
E-mail	Dora.Phooko@dpw.gov.za		

7. 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 <i>insert bag no</i> Pretoria Central 0001 ATTENTION: PROCUREMENT SECTION: ROOM 121</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>Department of Public Works Central Government Offices 256 Madiba Street Ground floor</p>
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Invitation to Bid: PA-32

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	H23/011PF	CLOSING DATE:	18/12/2023	CLOSING TIME:	11H00
DESCRIPTION	AIRCONTROL AND QUALITY ASSESSMENTS WITH INTERVENTIONS TO IMPROVE THE AIR QUALITY ON ALL DPWI REGIONAL OFFICES (STATE OWNED) FACILITIES AND OTHER USER DEPARTMENTS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

**256 CORNER BOSMAN AND MADIBA STREET
CGO BUILDING
PRETORIA
0001**

OR POSTED TO:

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:	
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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]	

SIGNATURE OF BIDDER	DATE
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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 ('ALL APPLICABLE TAXES)
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BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	Oliver Chimusoro
CONTACT PERSON	Dora Phooko	TELEPHONE NUMBER	012 406 1377
TELEPHONE NUMBER	012 406 1511	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Oliver.chimusoro@dpw.gov.za
E-MAIL ADDRESS	dora.phooko@dpw.gov.za		



Invitation to Bid: PA-32

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. 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).
- 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.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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.

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-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	AIR CONTROL AND QUALITY ASSEMENTS WITH INTERVENTIONS TO IMPROVE AIR QUALITY ON ALL DPWI REGIONAL OFFICES (STATE OWNED) FACILITIES AND OTHER USER DEPARTMENTS		
Project Leader:	Oliver Chimusoro	Bid / Quote no:	H23/011PF

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:
PA-04 (Notice and invitation to bid)	7 Pages	<input type="checkbox"/>
PA-32 (Invitation to bid)	2 Pages	<input type="checkbox"/>
PA-11	3 Pages	<input type="checkbox"/>
PA-15.1	2 Pages	<input type="checkbox"/>
PA-15.2	2 Pages	<input type="checkbox"/>
PA-15.3	3 Pages	<input type="checkbox"/>
PA-16	10 Pages	<input type="checkbox"/>
PA-40	2 Pages	<input type="checkbox"/>
PA-10	10 Pages	<input type="checkbox"/>
Terms of Reference	23 Pages	<input type="checkbox"/>
Standard Pricing Schedule	1 Pages	<input type="checkbox"/>
Schedule for compulsory briefing session and compulsory site visits	1 Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
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	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>

Name of Bidder	Signature	Date

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

(1) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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".

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name).....
in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

² 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.

- 3.7 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

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:

- 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)

- *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			
3			
4			
5			
6			
7			
8			
9			
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11			
12			
13			
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15			
16			

17			
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19			
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:

- * 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-15.2: 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:

1. 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)

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 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.

3. 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.
4. 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)

PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
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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			
2			
3			
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11			
12			
13			
14			
15			

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).

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 Preference Points System to be applied

(tick whichever is applicable).

- The applicable preference point system for this tender is the **80/20** preference point system.
- The applicable preference point system for this tender is the **90/10** preference point system.
- Either the **90/10** or **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input type="checkbox"/> 80/20	<input checked="" type="checkbox"/> 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points

1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p>

			<ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Any account or statement which is in the name of the bidder.

			<p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p>

			<ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDOSA).</p>
	OR		
5.	<input checked="" type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2
			<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal

- of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right)
 \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which

states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

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

Table 4: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no:

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

Tender no:

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), 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



PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices



General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **"Day"** means calendar day.
- 1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **"GCC"** means the General Conditions of Contract.
- 1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.



- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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



made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.



- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and



(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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



- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
- i) The name and address of the supplier and/or person restricted by the purchaser;
 - ii) The date of commencement of the restriction
 - iii) The period of the restriction; and
 - iv) The reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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



25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in Connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of the procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under contract unless they Otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

33. National Industrial Participation Programme (NIPP)

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive Practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Name of Bidder	Signature	Date



public works
& infrastructure

Department.
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE; REQUEST FOR PROPOSALS

***AIR CONTROL AND QUALITY ASSESSMENT WITH INTERVENTIONS
TO IMPROVE THE AIR QUALITY ON ALL DPWI REGIONAL OFFICES
(STATE OWNED) FACILITIES AND OTHER USER DEPARTMENTS***

October 2023



INDEX	PAGE
1 PURPOSE OF PROJECT	4
2 BACKGROUND	4
3 PROJECT GOALS	6
4 SCOPE OF WORKS	9
5 MAINTENANCE MANAGEMENT RECOMMENDATIONS	12
6 MAINTENANCE OF INNOVATIVE TECHNOLOGIES	14
7 DURATION OF THE PROJECT	14
8 PAYMENT	17
9 REPORTING	17
10 PROJECT OUTPUT/ DELIVERABLES	17
11 BRIEFING SESSION	18
12 COSTING	18
13 QUALITY PLAN	19
14 PROJECT RISK PLAN	19
15 SKILLS DEVELOPMENT PLAN	19
16 PROJECT EXECUTION PLAN	20
17 EVALUATION CRITERIA	21
18 FORMAT AND SUBMISSION OF PROPOSAL	22
19 PRICING SCHEDULE	23
20 TECHNICAL ENQUIRIES	23
21 ADMINISTRATIVE ENQUIRIES	23

ABBREVIATIONS

DPWI	-	Department of Public Works and Infrastructure
IAQ	-	Indoor Air Quality
GIAMA	-	Government Immovable Asset Management Act
OHSA	-	Occupational Health and Safety Act
NIAMMS	-	National Immovable Asset Maintenance Management Standard
HPIs	-	Health Performance Indicators
FM	-	Facilities Management
HVAC	-	Heating, Ventilation and Air Conditioning
SBS	-	Sick Building Syndrome
VRV	-	Variable Refrigerant Volume
VRF	-	Variable Refrigerant Flow
SAPOA	-	South African Property Owners Association
ToR	-	Terms of Reference
UNESCO	-	United Nations Educational, Scientific and Cultural Organization
COVID-19	-	Coronavirus Disease 2019

1 PURPOSE OF PROJECT

- 1.1 The purpose of the document is to provide the Terms of Reference (ToR) for the implementation of technologies that ensure vigilance and pro-activeness in relation to Indoor Air Quality (IAQ) by:
 - 1.1.1 Improving the health and safety of building occupants and eliminating Mould, microbes, particulates, relative humidity, Naphthalene and other general common indoor pollutants through air control and quality assessments,
 - 1.1.2 Making a building more energy efficient and comfortable,
 - 1.1.3 Reduce building operating costs and carbon footprint, and
 - 1.1.4 Preserve the architectural heritage of historical buildings and other structures.

2 BACKGROUND

- 2.1 GIAMA, OHSA, NIAMMS and DPWI's Green Building Policy and any other relevant prescripts in South Africa;
 - 2.1.1 The Department of Public Works and Infrastructure (DPWI) is the national department mandated to be the custodian and manager of all national government's immovable asset, for which other legislation does not make another department or institution responsible in this regard. Its duties, as prescribed on the Government Immovable Asset Management Act (GIAMA), and in terms of the National Immovable Asset Maintenance Management Standard (NIAMMS), are (among others):
 - a) the determination of accommodation requirements for its Client Departments;
 - b) the provision of expert built environment services to its Client Departments;
 - c) the acquisition, maintenance and disposal of immovable assets.
- 2.2 Ownership and steps taken by DPWI
 - 2.2.1 The Department of Public Works and Infrastructure (DPWI) as the custodian of state properties with an immovable asset portfolio of over 80 000 facilities, has

a responsibility to provide leadership in relation to green buildings and greening the economy. Steps have been taken by the Department to reduce the environmental impact of its buildings, including steps to reduce energy and water usage within state properties, the introduction of renewable energy technologies as well as the design and construction of best practice green buildings.

- 2.2.2 Initiatives in relation to outdoor clean air quality is a key focus area, however, there needs to be a shift to also focus on indoor air quality. The COVID-19 pandemic has made the world reassess the way we do work especially in relation to workplace care and maintenance. As such, post COVID-19, it has become critical for property owners and Facilities Management to look at ensuring a clean air environment for the health, well-being and productivity of the occupants of a building.
- 2.2.3 DPWI prioritizes the health of its building occupants, and in a post-COVID- 19 world, that challenge is greater than ever before. Stakeholders must make every effort to provide the healthiest possible environment for every inhabitant in a building.
- 2.2.4 Most buildings today suffer from Sick Building Syndrome, including environmental concerns such as high humidity levels, damp, mould, poor air quality and insulation, as well as, pest control.
- 2.2.5 Health Performance Indicators (HPIs) for buildings are now key focus areas for leading research institutions across the globe.

2.3 Facilities Management Branch core-functions

- 2.3.1 The Facilities Management (FM) Branch has the accountability to develop the Facilities Management and Maintenance Delivery capability in DPWI in compliance to GIAMA and NIAMMS. The Mandate of the FM Branch consists of areas that require an integrated and synchronized approach with regards to the repair, refurbishment and maintenance of state immovable assets.

2.3.2 The core functions of Facilities Management branch within the DPWI are as follows:

- a) To ensure that immovable assets used by government departments and the public, are optimally utilised and maintained in a safe, secure healthy and ergonomic environment while contributing to job creation, skills development and poverty alleviation.
- b) Facilities Management will provide property maintenance and improvement service to the Real Estate Asset Management to meet the requirements of users in order to comply with regulatory and other policy imperatives at an acceptable life cycle cost.

3 PROJECT GOALS

3.1 The DPWI's Mission includes the provision of strategic direction and quality of services that offer innovative and proactive socio-economic benefits and maintenance of public assets, while ensuring the protection of the environment and the cultural and historic integrity, safety in the working environment and safer communities towards sustainable development. Therefore, this innovative and well evidenced technology is a solution to the above.

3.2 From Sick Buildings to Healthy Buildings

3.2.1 The initiative to improve air quality in buildings should take cognizance of the Occupational Health and Safety Act and Regulations as well as Green initiatives in ensuring energy efficiency, carbon emission reduction and no noise pollution

3.2.2 Occupants of damp buildings with evidence of microbial amplification often describe a syndrome involving multiple types of illness, commonly referred to as "sick building syndrome" (SBS), following chronic exposure to the indoor air. Studies have demonstrated that the indoor air of damp buildings often contains a complex mixture of fungi, mycotoxins, bacteria, and biologically produced volatile compounds. Damp, mould and indoor air quality are key contributors to SBS.

3.2.3 This project is aimed at a permanent solution to rising dampness with a key objective to address water ingress into ground-supported building foundations. Within the Healthy Building context, this Tender emphasizes 4 of the 9 Foundations identified as critical to maintaining a Healthy Building as described Harvard University's T.H. Chan School of Public Health *Building Evidence for Health*:

- a) Moisture management,
- b) Indoor Air Quality and reducing airborne pathogens,
- c) Minimizing dusts and pests, and
- d) Attending to the safety and health of building occupants.

3.3 The foundations of healthy buildings relevant to Indoor Air Quality Technology are:

3.3.1 Ventilation

3.3.2 Lighting and Views

3.3.3 Water Quality

3.3.4 Safety and Health

3.3.5 Moisture

3.3.6 Thermal

3.3.7 Noise

3.3.8 Dust and Pests

3.3.9 Air Quality

3.4 Reducing Building Operating Costs and Carbon Footprint

3.4.1 DPWI recognizes a real opportunity to pursue innovative solutions that manage building moisture as a key component of reducing cooling costs and associated greenhouse gas emissions.

3.4.2 Building operating costs in South Africa are rising at a rapid rate. According to the latest *Operating Cost Report* published by the South African Property Owners Association (SAPOA), operating expenses are rising faster than rental income. According to the latest available data, annual operating expenses grew at a rate of 270 basis points to 43.4% per annum in 2022. Since that time,

inflation has increased and operating expense growth may now exceed 10% per annum.

- 3.4.3 Moisture within building walls can lead to degradation of the material itself (such as weakened mortar between bricks and cinder blocks), and rust or other corrosion of metal objects contained in the moist areas. Rust of metal structural items, such as rebar, beams, posts, joists, ties, and the like can lead to potentially dangerous degradation of the structural integrity of the building. Damp building foundations having structural steel components within them can be compromised or fail completely when the steel rusts and expands destroying the surrounding masonry foundation. Rust of metal items such as gas lines can lead to potentially dangerous gas leaks.
- 3.4.4 Buildings with excess humidity require more frequent maintenance, have higher cooling costs and generate more greenhouse gases than dry buildings. Paint and plaster do not adhere properly to damp walls and must be re-applied every 6-24 months, rather than every 5-7 years. Damp building foundations having structural steel components within them can be compromised or fail completely when the steel rusts and expands destroying the surrounding masonry foundation.
- 3.4.5 HVAC systems struggle to cool damp air especially during the summer as energy is first used to dehumidify before cooling can be effective. Damp accelerates building deterioration requiring frequent and expensive stopgap maintenance like masonry repair, plaster and painting and can threaten structural integrity. The problems and costs associated with the repair and maintenance of historical buildings are myriad in damp environments.

3.5 Preservation of South Africa's Architectural Heritage

- 3.5.1 Preservation of South Africa's architectural heritage is a fundamental objective for all. In addition to historical significance, cultural heritage buildings are important because tourism contributes significantly to the South African economy. In 2020 some 3.82 million tourist arrivals contributed R400 billion to the economy. As of 2021, South Africa had 10 UNESCO World Heritage sites,

including Robben Island, where the country's former president Nelson Mandela was imprisoned.

- 3.5.2 Moisture is one of the main causes of degradation of heritage buildings. In particular, rising damp leads to severe consequences in historic buildings and heritage sites, including poor IAQ due to high humidity and materials deterioration. In particular, the presence of moisture, in combination with other environmental factors, may lead to biological attack, salt crystallization, chemical attack, expansion and cracking of masonry, etc., causing materials loss and even structural problems.
- 3.5.3 Damp accelerates building deterioration requiring frequent and expensive stopgap maintenance like masonry repair, plaster and painting and can threaten structural integrity. Moisture transfer in the walls in direct contact with the ground leads to the migration of soluble salts, which are responsible for many building pathologies.
- 3.5.4 The traditional techniques currently used to minimize rising damp are, in most cases, slight effective or too expensive, especially when dealing with walls of considerable thickness and/or heterogeneous materials such as the historical monuments. The problems and costs associated with the repair and maintenance of historical buildings are myriad in damp environments and threatens public access to cherished heritage sites.

4 SCOPE OF WORKS

- 4.1 The main objective of this tender is to assess rising dampness and its impact on indoor air quality as-well as the structural integrity of state owned buildings and take the necessary measures to mitigate the impact;
- 4.2 There must be Green Building and environmentally sustainable initiatives to reduce ambient humidity on the ground floor of each facility by mitigating the root cause of the excess humidity, vapour release from masonry walls with rising damp. It is imperative to anticipate the operating costs of any equipment (i.e. humidifiers, fans, etc), inclusive of running electrical consumption and routine operating costs, life cycle costs, warranty and repair costs.

- 4.3 The determination of the sources of poor indoor air quality, through a comprehensive Indoor Air Quality Assessment.
 - 4.3.1 Quantify pollution trends to identify future problems
 - 4.3.2 Determine levels of pollutants based on indoor air quality guideline/standards limit values.
- 4.4 Development of Indoor Air Quality Monitoring and Exposure containing the following:
 - 4.4.1 A monitoring system, taking into consideration pollutants in question and objectives to achieve. Periodic IAQ testing is required to be conducted every 6 (six) months.
- 4.5 Submission of an assessment report that contents the following:
 - 4.5.1 Conducting environmental health impact assessments of, amongst others
 - 4.5.2 Assessing aspects such as ventilation and indoor air quality, lighting, moisture-proofing, thermal quality, structural safety and floor space
 - 4.5.3 Assessing overcrowded, dirty or unsatisfactory health conditions on occupied premises
 - 4.5.4 An assessment of Air Quality externally (ambient and point sources) through emission inventory monitoring, modelling and toxicological reports, reviews and complaint investigations
 - 4.5.5 Reporting on control and preventing vibration and noise pollution
- 4.6 Conducting assessments of HVAC systems in terms of impact on air quality with consideration of respiratory health of occupancy
- 4.7 Development of a clear assessment protocol and methodology to be applied within the facilities post interventions.
- 4.8 Detailed scope of works and methods to remediate other sources of water intrusion and detrimental indoor air quality.

- 4.8.1 There must be technological interventions that reduce and control rising damp and condensation moisture as well as the poor indoor air quality in affected buildings.
- 4.9 All indoor air quality technologies to be installed must be integrated with the already existing systems on site.
- 4.10 A work plan to be provided for identified facilities detailing the technologies implemented, materials and service providers used in relation to:
 - 4.10.1 There must be financial benefits in relation to cost effectiveness.
 - 4.10.2 Reduction in maintenance of buildings.
 - 4.10.3 Increase in the property lifespan & structural integrity.
 - 4.10.4 There is must be net zero carbon emission and a reduction in electrical power consumption.
- 4.11 Clear description of methodologies and techniques used for measurement metrics.
 - 4.11.1 There must be clear data analytics with key metrics
 - 4.11.2 There must be capabilities to show the improvement of the intervention through previous unmeasured health and human safety metrics in our buildings.
- 4.12 The project is estimated to cover approximately 195 000 m² overall. The facilities be considered are in Table 1.

Table 1: Facilities to be covered in the project

No.	Facility name	Region	Area (m ²)
1	DPWI Pretoria Head Office (CGO)	Pretoria	53 379
2	DPWI Gqeberha Regional Office	Gqeberha	13 056
3	DPWI Customs House, Cape Town Regional Office	Cape Town	54 489
4	DPWI Bloemfontein Regional Office	Bloemfontein	17 531
5	DPWI Kimberley Regional Office	Kimberley	2 900
6	Palmridge Magistrates Court	Johannesburg	5 281
7	Plettenberg Magistrates Court	Cape Town	6 186
8	Mpumalanga High Court	Mpumalanga	23 494.70
9	KwaMashu Police Station	Durban	4032
10	Polokwane Magistrates Court (recently renovated)	Polokwane	9102.68
11	Upington Magistrates Court	Kimberley	3 930
12	Kiemoes Police Station	Kimberley	2 730

4.13 The DPWI reserves the right to identify other buildings/facilities where indoor air quality initiatives and implementations may be performed;

4.14 To this effect, the DPWI would like to request service providers to submit one (1) consolidated proposal containing separate Project Execution Plans and pricing schedules per facility. DPWI reserves the right to appoint only one service provider for the entire project to undertake the following:

4.14.1 Perform related Technical Audits for the implemented technical retrofits in government buildings and thus do reconciliation of actual indoor air quality baselines on the sites. In the case of absent or unreliable baselines, the most appropriate methodology should be used;

5 MAINTENANCE MANAGEMENT RECOMMENDATIONS

5.1 Scope of Maintenance recommendations on immovable and movable asset structure.

Recommendations can be made for the following, where necessary:

5.1.1 Water Cooled Chillers

- Cooling Tower
- Water Treatment/Dosing
- Chillers
- Air Handling Unit
- Chilled Water Pumping System
- Indoor Unit
- Piping, Valves and Fittings

5.1.2 Air Cooled Chilled

- Condenser Cooling Fans
- Chillers
- Air Handling Unit
- Chilled Water Pumping System
- Indoor Unit
- Piping, Valves and Fittings, etc.

5.1.3 Split Units

- Indoor Unit
- Outdoor Unit
- Piping and Fittings

5.1.4 Packaged Units

5.1.5 Console/Window Unit Air Conditioners

5.1.6 VRF/VRV Systems

- Outdoor Units
- Indoor Units
- Branch Controller Box
- Associated Controls and Field Devices
- Piping and Fittings, etc.

5.1.7 Ventilation systems

- Supply and Return Air Systems

- Ventilation and Exhaust Systems
- Fan Extraction Systems
- Ducting and Fittings, etc.

5.1.8 Rainwater goods

- Roof General Repairs/Maintenance
- Waterproofing to concrete roof
- Waterproofing to roof sheeting
- Gutters and downpipes

6 MAINTENANCE OF INNOVATIVE TECHNOLOGIES

6.1 Scope of Maintenance

A maintenance management plan must be provided for all new innovative technologies that will be installed to improve the indoor air quality of the facilities

6.2 Warranty of newly installed indoor air quality technologies;

6.2.1 Costing for maintenance must take into account the warranty period.

6.3 Maintenance Period

All Maintenance activities should be scheduled to cover the entire project life cycle.

7 DURATION OF THE PROJECT

7.1 Each service provider is required to submit a comprehensive Project Execution Plan with clear timelines as part of their proposals.

7.2 The project is expected to run over 36 months.

7.3 Below is a detailed breakdown of the project points and requirements for the indoor air quality project for DPWI, including the estimated duration for each task upon appointment of the service provider:

7.4 Project Initiation (4 weeks)

- 7.4.1 Site handover
- 7.4.2 Define project objectives and scope.
- 7.4.3 Assemble project team.
- 7.4.4 Develop a project plan and timeline.
- 7.4.5 Secure necessary approvals and budget allocation.

- 7.5 Research and Assessment (3 weeks)
 - 7.5.1 Conduct an initial indoor air quality assessment.
 - 7.5.2 Identify key ambient and indoor pollutants and sources.
 - 7.5.3 Review existing building plans and HVAC systems.
 - 7.5.4 Analyse historical data on air quality.
 - 7.5.5 Identify potential health risks and regulatory requirements.

- 7.6 Data Collection (16 weeks)
 - 7.6.1 Install air quality monitoring equipment.
 - 7.6.2 Gather data on temperature, humidity, pollutant levels.
 - 7.6.3 Monitor air quality over various time periods.
 - 7.6.4 Collect data during different seasons and occupancy scenarios.

- 7.7 Data Analysis (4 weeks)
 - 7.7.1 Analyse collected data to assess indoor air quality.
 - 7.7.2 Compare data against relevant standards and guidelines.
 - 7.7.3 Identify trends and patterns in air quality fluctuations.
 - 7.7.4 Evaluate the impact of HVAC systems on indoor air quality.
 - 7.7.5 Identify areas of concern and improvement opportunities.

- 7.8 Recommendations and Action Plan (4 weeks)
 - 7.8.1 Develop a detailed action plan to address identified issues.
 - 7.8.2 Prioritize recommendations based on severity.
 - 7.8.3 Propose changes to building systems or operations.
 - 7.8.4 Estimate costs and resources required for implementation.

- 7.9 Initial Stakeholder Engagement (4 weeks)



- 7.9.1 Consult with building occupants and relevant departments.
 - 7.9.2 Present findings and proposed actions.
 - 7.9.3 Gather feedback and address concerns.
 - 7.9.4 Gain buy-in and support for the action plan.

 - 7.10 Implementation (50 weeks)
 - 7.10.1 Installation of all new indoor air quality technologies
 - 7.10.2 Ensure compliance with occupational health and safety regulations.

 - 7.11 Monitoring and Evaluation (entire project life cycle)
 - 7.11.1 Continuously monitor indoor air quality post-implementation.
 - 7.11.2 Compare new data with pre-implementation data.
 - 7.11.3 Assess the effectiveness of implemented measures.
 - 7.11.4 Make adjustments as needed to maintain good air quality.

 - 7.12 Final Documentation and Reporting (6 weeks):
 - 7.12.1 Compile a comprehensive report of the project.
 - 7.12.2 Document all data, analysis, further recommendations, and actions taken.
 - 7.12.3 Provide detailed cost breakdowns and benefits.
 - 7.12.4 Provide a comprehensive maintenance plan for all installations.
 - 7.12.5 Submit final close-out report to DPWI and relevant authorities.

 - 7.13 Project Closure (4 weeks):
 - 7.13.1 Review project outcomes and lessons learned.
 - 7.13.2 Conduct a final project evaluation.
 - 7.13.3 Archive project documentation.
 - 7.13.4 Hold a project closure meeting with stakeholders.
- NB: The service provider is required to communicate in writing, to the Project Manager, the progress and adjustments monthly with DPWI throughout the project.**

8 PAYMENT

- 8.1 Payment will be based on the achievement of pre-determined milestones and in line with the approved project proposal. The Department will not make an upfront payment to a successful service provider. Payment will only be made within 30 days in accordance with the delivery of services that will be agreed upon by both parties and upon receipt of an original invoice.
- 8.2 The service provider is to receive the following payments upon submission and approval of the following deliverables:

9 REPORTING

- 9.1 The service provider will submit monthly progress and skills development reports to the Project Manager, within 4 (four) working days after the end of each month for the duration of the project, no exceptions will be made;
- 9.2 All resulting reports and data shall be delivered in two copies, i.e. in electronic format and in hard copies. All draft and final reports shall be printed in full colour. The reporting language is South African English.
- 9.3 All installations, monitoring software, documents and copyrights, including data and databases developed during the process, will remain the intellectual property of the DPWI and the service provider will be required to officially hand it over at the conclusion of the contract;
- 9.4 All drafts and final reports shall be submitted in full by the end of the project to the Project Manager. They must be edited, completed and presented in their final versions and should not be shared with any parties that are not part of the project. They shall be treated as confidential.

10 PROJECT OUTPUT/ DELIVERABLES

- 10.1 Inception report - the report shall cover the following:
- 10.1.1 Scoping, Methodology, Project Execution Plan and Maintenance Plan
- 10.1.2 Timeframes and milestones

10.1.3 Risk Management Plan

10.1.4 EPWP Integration Plan for an estimated 140 participants.

10.2 Monthly progress reports and comparison of current indoor air quality state to the baseline as well as acceptable international indoor pollution levels;

10.3 Final performance assessment report - this report shall entail a summary and evaluation of the overall project in accordance to the report structure agreed to by the parties and an **equipment asset register annexure**. The report must reflect the improved indoor air qualities achieved, including corresponding financial savings, should there be any;

10.4 Issue individual Indoor Air Quality Performance certificates per facility.

11 BRIEFING SESSION

11.1 There will be a **compulsory** briefing session for all service providers prior to the site assessments and/or inspections that will inform the proposals to be submitted by the service providers;

11.2 All service providers are required to attend the briefing session and the site assessment/inspections as they are both deemed to be **compulsory**. Failure to attend the compulsory briefing session and all compulsory site inspections will result in the dismissal of the service provider and render them unable to bid.

11.3 Service providers are encouraged to spread out their resources with regards to the different facilities for the compulsory briefing session and the compulsory site assessments/inspections to ensure compliance.

11.4 The schedule for the compulsory briefing session and compulsory site inspections is attached hereto (see Annexure C).

12 COSTING

12.1 The service provider will be required to give a comprehensive pricing schedule with the proposal regarding the work to be undertaken for this project. A summary of the overall proposed charges for the services should be provided. The cost

must be VAT inclusive where applicable and should be quoted in South African Rand (ZAR). Failure of which, nullifies the bid proposal;

- 12.2 Detailed costing should be aligned with the project activities, project phases and professional fees;
- 12.3 A breakdown of the charges to be applied to each of the tasks described above, including any reimbursable and miscellaneous expenses as per Pricing Schedule (see Annexure B). The bid amount should be all inclusive and clearly labelled as such.

13 QUALITY PLAN

- 13.1 The service provider is required to provide evidence of a functional Quality Management System in line with ISO 9001:2015;
- 13.2 A service provider that is ISO certified must submit the certificate in addition to objective evidence of a functional Quality Management System;
- 13.3 A service provider without ISO accreditation needs to submit their Quality Procedures Manual in addition to objective evidence of a functional Quality Management System.

14 PROJECT RISK PLAN

- 14.1 The service provider is required to provide a comprehensive project risk management plan in order to identify possible sources of risk and uncertainty, determining the impact of the risk and uncertainty, and developing mitigating responses in order to minimise their impact on the project.

15 SKILLS DEVELOPMENT PLAN

- 15.1 The service provider must ensure that there is skills transfer for DPWI officials within Regions. At least 1 (one) virtual training workshop/seminar must be arranged by the service provider for DPWI officials to cover fundamentals of indoor air quality.

15.2 The up-skilling of selected DPWI officials with regards to the use of monitoring tools and any electronic equipment used to determine human exposure to potentially hazardous indoor air pollutants;

15.3 The service provider is required to integrate EPWP into their training and participation plan.

16 PROJECT EXECUTION PLAN

16.1 The service provider is required to provide a detailed proposed Project Execution Plan indicating:

16.1.1 The plan to integrate EPWP participation into their project offering with regards to workforce, skills transfer and training;

16.1.2 Comprehensive intermediate and final outputs and clear identified timeframes/milestones;

16.2 A clear research methodology and approach must be indicated in the proposal. The methodology must outline how the planned work will be carried out and should be according to each phase or deliverable of compiling the technical report;

16.3 Management of the project;

16.4 Comprehensive maintenance plan of technologies to be installed;

16.5 The service provider under consideration will be required to present their Project Execution Plan, detailed work plans, including timetable for key deliverables to the Department.

17 EVALUATION CRITERIA

Table 2: Evaluation Criteria for the appointment of service providers for the IAQ project

No	Criteria	Weight												
1	<p>COMPANY EXPERIENCE:</p> <p>The service provider must have successfully completed Indoor Air Quality Technologies projects. Contactable reference letters on IAQ Technology must be attached as proof of work completed.</p> <table> <tr> <td>5 letter or more of proven experience</td> <td>5 Points</td> </tr> <tr> <td>4 letters of proven experience</td> <td>4 Points</td> </tr> <tr> <td>3 letters of proven experience</td> <td>3 Points</td> </tr> <tr> <td>2 letters of proven experience</td> <td>2 Points</td> </tr> <tr> <td>1 letter of proven experience</td> <td>1 Point</td> </tr> <tr> <td>No letter of proven experience</td> <td>0 Points</td> </tr> </table>	5 letter or more of proven experience	5 Points	4 letters of proven experience	4 Points	3 letters of proven experience	3 Points	2 letters of proven experience	2 Points	1 letter of proven experience	1 Point	No letter of proven experience	0 Points	20
5 letter or more of proven experience	5 Points													
4 letters of proven experience	4 Points													
3 letters of proven experience	3 Points													
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1 letter of proven experience	1 Point													
No letter of proven experience	0 Points													
2	<p>TEAM LEADER EXPERIENCE, QUALIFICATIONS AND PROFESSIONAL REGISTRATION:</p> <p>The Team Leader must have an NQF level 6 or above qualification in Engineering or Built Environment or Environmental Health fields or equivalent qualification related to IAQ Technologies with a Professional Registration status with the relevant qualification statutory body as recognised in South Africa. Certified copies of certificates must be attached to the proposal as proof. CV's of the Team Leader must be attached to the technical proposal as proof, and should reflect the project leader's number of years' experience in IAQ Technologies and number of projects executed:</p> <table> <tr> <td>BSc/BEng/BTech with 5 or more years post registration</td> <td>5 Points</td> </tr> <tr> <td>BSc/BEng/BTech with 4 years post registration experience</td> <td>4 Points</td> </tr> <tr> <td>BSc/BEng/BTech with 3 years post registration experience</td> <td>3 Points</td> </tr> <tr> <td>BSc/BEng/BTech with 2 years post registration experience</td> <td>2 Points</td> </tr> <tr> <td>BSc/BEng/BTech with 1 year post registration experience</td> <td>1 Point</td> </tr> <tr> <td>BSc/BEng/BTech with 0 years post registration experience</td> <td>0 Points</td> </tr> </table>	BSc/BEng/BTech with 5 or more years post registration	5 Points	BSc/BEng/BTech with 4 years post registration experience	4 Points	BSc/BEng/BTech with 3 years post registration experience	3 Points	BSc/BEng/BTech with 2 years post registration experience	2 Points	BSc/BEng/BTech with 1 year post registration experience	1 Point	BSc/BEng/BTech with 0 years post registration experience	0 Points	20
BSc/BEng/BTech with 5 or more years post registration	5 Points													
BSc/BEng/BTech with 4 years post registration experience	4 Points													
BSc/BEng/BTech with 3 years post registration experience	3 Points													
BSc/BEng/BTech with 2 years post registration experience	2 Points													
BSc/BEng/BTech with 1 year post registration experience	1 Point													
BSc/BEng/BTech with 0 years post registration experience	0 Points													
3	<p>TEAM MEMBER EXPERIENCE, QUALIFICATIONS AND PROFESSIONAL REGISTRATION:</p> <p>Team Members (minimum of two members) must have an NQF level 6 or above qualification in Engineering or Built Environment or Environmental Health fields or equivalent qualification related to IAQ Technologies with a Professional Registration status with the relevant qualification statutory body as recognised in South Africa. Certified copies of certificates must be attached to the proposal as proof. CV's of Team Members (minimum of two members) must be attached to the technical proposal as proof, and should reflect the number of projects executed and years' experience for each team member. Team members must have experience in IAQ:</p> <table> <tr> <td>BSc/BEng/BTech with 5 or more years post registration</td> <td>5 Points</td> </tr> <tr> <td>BSc/BEng/BTech with 4 years post registration experience</td> <td>4 Points</td> </tr> <tr> <td>BSc/BEng/BTech with 3 years post registration experience</td> <td>3 Points</td> </tr> <tr> <td>BSc/BEng/BTech with 2 years post registration experience</td> <td>2 Points</td> </tr> <tr> <td>BSc/BEng/BTech with 1 year post registration experience</td> <td>1 Point</td> </tr> <tr> <td>BSc/BEng/BTech with 0 years post registration experience</td> <td>0 Points</td> </tr> </table>	BSc/BEng/BTech with 5 or more years post registration	5 Points	BSc/BEng/BTech with 4 years post registration experience	4 Points	BSc/BEng/BTech with 3 years post registration experience	3 Points	BSc/BEng/BTech with 2 years post registration experience	2 Points	BSc/BEng/BTech with 1 year post registration experience	1 Point	BSc/BEng/BTech with 0 years post registration experience	0 Points	20
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BSc/BEng/BTech with 4 years post registration experience	4 Points													
BSc/BEng/BTech with 3 years post registration experience	3 Points													
BSc/BEng/BTech with 2 years post registration experience	2 Points													
BSc/BEng/BTech with 1 year post registration experience	1 Point													
BSc/BEng/BTech with 0 years post registration experience	0 Points													

No	Criteria	Weight
4	<p>METHODOLOGY:</p> <p>A detailed methodology which addresses the following amongst others, per site:</p> <ol style="list-style-type: none"> 1) Project Execution Plan as described in the TOR (with clear milestones and timelines) 2) Technologies for installation and their maintenance plan 3) Quality Plan 4) Risk Plan 5) EPWP integration plan and skills transfer plan <p>Methodology covering all above aspects 5 Points Methodology covering 4 aspects 4 Points Methodology covering 3 aspects 3 Points Methodology covering 2 aspect 2 Points Methodology covering 1 aspect 1 Point Methodology with no aspect 0 Points</p>	20
5	<p>PRESENTATION:</p> <p>A detailed physical presentation which addresses the following amongst others, per site:</p> <ol style="list-style-type: none"> 1) Project Execution Plan as described in the TOR (with clear milestones and timelines) 2) Technologies for installation and their maintenance plan 3) Quality Plan 4) Risk Plan 5) EPWP integration plan and skills transfer plan <p>Methodology covering all above aspects 5 Points Methodology covering 4 aspects 4 Points Methodology covering 3 aspects 3 Points Methodology covering 2 aspect 2 Points Methodology covering 1 aspect 1 Point Methodology with no aspect 0 Points</p>	20
Total		100
Minimum Technical Requirement		80

18 FORMAT AND SUBMISSION OF PROPOSAL

18.1 All standard official bidding document PA forms must be completed in all respects by bidders. Failure to comply will invalidate a bid. Bidders are requested to submit one (1) original proposal containing site specific Project Execution Plans and other relevant mentioned plans

19 PRICING SCHEDULE

19.1 Refer to attached Annexure B for the pricing schedule.

20 TECHNICAL ENQUIRIES

Project Lead: Ms Suzan Manyane
Green Building Directorate
Email: Suzan.Manyane@dpw.gov.za
Tel: 012 406 1383

21 ADMINISTRATIVE ENQUIRIES

SCM Practitioner: Ms Dora Phooko
Supply Chain Management
Email: Dora.Phooko@dpw.gov.za
Tel: 012 406 1511

IAQ: STANDARD PRICING SCHEDULE

No.	Facility Name	Estimated Area (sqm)	Rate per square metre (R/sqm)	Total Cost (R)	Facility Site Assessment report to assess the air quality and air control, rising damp and provide recommendations of interventions to improve air quality inclusive of reduction in maintenance costs(refer to the TOR)	Development of IAQ Execution Plan (refer to the TOR)	Equipment Asset Register (refer to the TOR)	OHS Assessment (refer to the TOR)	Implementation of IAQ Technologies with monitoring and evaluation of impact of the intervention on air quality, comfort of occupants of the facility	Maintenance of the Intervention following installation for the remaining duration of the project	Training of DPWI staff (refer to the TOR)	IAQ Awareness campaigns to support Change Management
1	DPWI Pretoria Head Office (CGO)	53379.00										
2	DPWI Gqeberha Regional Office	13056.00										
3	DPWI Customs House, Cape Town Regional Office	54489.00										
4	DPWI Bloemfontein Regional Office	17531.00										
5	DPWI Kimberley Regional Office	2900.00										
6	Paarl Magistrates Court	5281.00										
7	Plettenberg Magistrates Court	6186.00										
8	Mpumalanga High Court	23494.70										
9	KwaMashu Police Station	4032.00										
10	Polokwane Magistrates Court (recently renovated)	9102.68										
11	Upington Magistrates Court	3930.00										
12	Kiemoes Police Station	2730.00										
	TOTAL	196111.38		R - - R		R - - R		R - - R			R - - R	

Note: Mobilization Costs to be incorporated into the various service categories

INDOOR AIR QUALITY (IAQ) PROJECT: PROPOSED SITE ASSESSMENT SCHEDULE	
GAUTENG	
LIMPOPO AND MPUMALANGA	
WESTERN CAPE	
KWA-ZULU NATAL AND GQEBERHA (PE)	
FREE STATE AND NORTHERN CAPE	

WEEK 1						
01-Dec-23	02-Dec-23	03-Dec-23	04-Dec-23	05-Dec-23	06-Dec-23	07-Dec-23
BIDDER'S BRIEFING SESSION @ 10:00am: DPWI Pretoria Head Office, CGO	DPWI Pretoria Head Office (CGO) Day 1	DPWI Pretoria Head Office (CGO) Day 2	Palmridge Magistrates Court		Polokwane Day 1 Magistrates Court DPWI Cape Town RO, Customs House DPWI Gqeberha RO Day 1	Polokwane Day 2 Magistrates Court DPWI Cape Town RO, Customs House DPWI Gqeberha RO Day 2

WEEK 2						
08-Dec-23	09-Dec-23	10-Dec-23	11-Dec-23	12-Dec-23	13-Dec-23	14-Dec-23
Day 1 Plettenberg Magistrates Court DPWI Kimberley RO	Mpumalanga High Court Day 1 Day 2 Plettenberg Magistrates Court	Mpumalanga High Court Day 2 Upington Magistrates Court	KwaMashu Police Station Day 1 DPWI Bloemfontein Regional Office	KwaMashu Police Station Day 2 DPWI Bloemfontein Regional Office		

NB: All site meetings start at 9:00am each day except the Compulsory Briefing Session at CGO which starts at 10:00am