



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: REQUEST FOR PROPOSALS FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE'S TOTAL FACILITIES MANAGEMENT PANEL FOR A PERIOD OF SIXTY (60) MONTHS'

BID NO: H24/006PF
Closing Date: 01 August 2024
Closing Time: 11H00 am
Bid Briefing Meeting Date: 16 July 2024
Bid Briefing Meeting time: 10H00 am

Tenderers CSD No:

Name of the Tenderer:

Bid Box Address

Department of Public Works & Infrastructure
Central Government Building
Corner Madiba & Bosman Street
Pretoria
0001

[Handwritten signature]
09/07/2024

SCM SPECIFIC ENQUIRIES:

Enquires: **Fikile Ndwandwe**
Tel No: **012 406 1510** during office hours
Cell No: **N/A**
Email Address: Fikile.Ndwandwe@dpw.gov.za

TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: **Lawrence Ramasunzi**
Tel No: **012 492 2184** during office hours
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Table of Bid Documents

Page

SUMMARY OF BID INFORMATION	3
PA-04 (EC): NOTICE AND INVITATION TO TENDER	4
1. REQUIRED CIDB GRADING	4
2. FUNCTIONALITY CRITERIA APPLICABLE	4
3. EVALUATION METHOD FOR RESPONSIVE BIDS	12
4. RESPONSIVENESS CRITERIA	12
5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS	14
6. BID EVALUATION METHOD	14
7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:	14
8. CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME	16
9. COLLECTION OF TENDER DOCUMENTS	17
10. SITE INSPECTION MEETING	17
11. ENQUIRIES	17
12. DEPOSIT / RETURN OF TENDER DOCUMENTS	18
EVALUATION ON FUNCTIONALITY	19
DPW-07: FORM OF OFFER AND ACCEPTANCE	20
TERMS OF REFERENCE/ SPECIFICATIONS	24
PRICING SCHEDULE/ BILL OF QUANTITIES	25
DRPW – 03 (EC) TENDER DATA	26
PA-11: BIDDER'S DISCLOSURE	27
PA-15.1: RESOLUTION OF BOARD OF DIRECTORS	30
PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES	32
PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES	34
DPW-16. TENDER BRIEFING MEETING CERTIFICATE	37
DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS	38
PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT	39
DPW-09 PARTICULARS OF TENDERER'S PROJECTS	41
PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	43
SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL	48
SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL	50
B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES	52
(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)	52
FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW)	54

SUMMARY OF BID INFORMATION

Bid Number	H24/006PF	
Bid/ Project Description	REQUEST FOR PROPOSALS FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE'S TOTAL FACILITIES MANAGEMENT PANEL FOR A PERIOD OF SIXTY (60) MONTHS'	
Bid Closing date & Time	Thursday, 01 August 2024	Closing Time: 11H00 am
Bid Briefing Date & Time (If applicable)	<i>Date of Bid Briefing (if any)</i> 16 July 2024	<i>Time of Bid Briefing (if any)</i> 10H00 am
Venue	Virtual : Microsoft Teams	
SCM SPECIFIC ENQUIRIES:	Fikile Ndwandwe	Fikile.Ndwandwe@dpw.gov.za
	012 406 1510	N/A
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	Lawrence Ramasunzi	Lawrence.Ramasunzi@dpw.gov.za
	012 492 2184	082 904 9100
Bid Validity Period	84 calendar days	
Bid Document Price	R 1500.00	
Procurement Plan Reference Number	717	

PA-04 (EC): NOTICE AND INVITATION TO TENDER

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	REQUEST FOR PROPOSALS FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE'S TOTAL FACILITIES MANAGEMENT PANEL FOR A PERIOD OF SIXTY (60) MONTHS'		
Bid no:	H24/006PF	Procurement Plan Reference no:	717
Advertising date:	Tuesday, 09 July 2024	Closing date:	Thursday, 01 August 2024
Closing time:	11H00 am	Validity period:	84 calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **select tender value range select class of construction works** or **Not applicable Not applicable*** or higher.

** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **Not applicable Not applicable PE** or **select tender value range Not applicable PE*** or higher.

** Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable*

2. FUNCTIONALITY CRITERIA APPLICABLE

- 2.1 The Bid will be evaluated on Functionality and the following Functionality evaluation criteria will apply and failure to meet minimum functionality score will result in the tenderer being disqualified. From further evaluation:

Functionality criteria ¹ :	Weighting factor:
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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.



1.	<p>Company experience</p> <ul style="list-style-type: none">•Experience gained delivering similar projects in South Africa.• Provide details and references of where work of a similar scale and complexity was performed in Facilities Management as described in the ToRs. Minimum 3 reference letters required.• Schedule of Track Record stating the following (the required track record to be completed in a table provided in Annexure A);<ol style="list-style-type: none">1. Written demonstration on all projects completed2. Nature of the work3. Duration of the work4. Location of the work5. Project (facility) type, scale (m2) and complexity6. Name of the Client7. Value of Projects8. Company experience9. References / Contactable References <p>•Bidder has submitted a schedule of track record of similar ongoing or completed projects for the last 10 years greater than R50m per project, and from three (3) to five (5) references letters</p> <p>5 Points</p> <p>•Bidder has submitted a schedule of track record of similar ongoing or completed projects for the last 10 years from R25m to R49m per project, and from three (3) to five (5) references letters</p> <p>4 Points</p> <p>•Bidder has submitted a schedule of track record of similar ongoing or completed projects for the last 10 years from R15m to R24m per project, and at least five (5) references letters</p> <p>3 Points</p> <p>•Bidder has submitted a schedule of track record of similar ongoing or completed projects for the last 10 years from R15m to R24m per project, and from three (3) to four (4) references letters.</p> <p>2 Points</p> <p>•Bidder has submitted a schedule of track record of similar ongoing or completed projects for the last 10 years up to/less than R15m per project, and at least three (3) references letters.</p> <p>1 Points</p> <p>•Bidder has submitted a schedule of track record of similar ongoing or completed projects for the last 10 years up to/less than R15m per project, less than three (3) references letters.</p>	20
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2.	<p align="center">Project Delivery Team (PDT)</p> <ul style="list-style-type: none"> •The Bidder needs to demonstrate the organisations management delivery capability in terms of knowledge and experience within its executive/senior leadership structure to provide assurance that they are capable of delivering a project of this magnitude and that it has the individuals within the organization that could be sourced nationally and internationally to deliver this project •This would include a proposed organogram and framework as to what structure would be leading and delivering the strategic outcomes of TFM. •Availability and location of skills with relevant experience to be deployed to this project. •Bidders must demonstrate the capacity, networks, tools and interventions that will provide assurance that delivery capacity and core skills will not pose a delivery risk in terms of meeting the agreed service standards. •PDT must be a seasoned team, led by experienced professionals with an appropriate level of certifications/qualifications and experience in having managed such portfolios both by scale and complexity. <p>a.PDT Project lead, qualifications, skills and experience</p> <p>The project leader must submit a comprehensive CV as well as Post-graduate/ Bachelor qualification in one of the following: Architecture, Construction management, Quantity Surveying, Civil Engineering, Mechanical Engineering, Electrical Engineering, and Real Estate. Possess a minimum of 5 years of experience in the respected field as well as professional registration with the relevant council.</p> <ul style="list-style-type: none"> •Project leader with a Master/higher degree in one of the above mentioned fields and more than 8 years of experience post professional registration. 5 points •Project leader with a Bachelor degree in one of the above mentioned fields and more than 8 years of experience post professional registration. 4 points •Project leader with a Master/higher degree in one of the above mentioned fields and from 5 to 7 years of experience post professional registration. 3 points •Project leader with a Bachelor degree in one of the above mentioned fields and from 5 to 7 years of experience post professional registration. 2 points •Project leader with a Master/higher degree and/or Bachelor degree in one of the above mentioned fields and from 2 to 4 years of experience post professional registration. 1 point •Project leader with a Master/higher degree and/or Bachelor degree in one of the above mentioned fields and less than 2 years of experience post professional registration. 0 points 	10
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	<p>b. PDT (members) qualifications, skills and experience</p> <p>Each member must submit a comprehensive CV as well as Post-graduate/ Bachelor qualification in one of the following: Architecture, Construction Management, Quantity Surveying, Civil Engineering, Mechanical Engineering, Electrical Engineering, and Real Estate. As an average the PDT must possess a minimum of 5 years of experience in the respected field as well as professional registration with the relevant council.</p> <p>•PDT members with a Master/higher degree and/or Bachelor degree in one of the above mentioned fields and more than 6 years of experience post professional registration (average).</p> <p>3 points</p> <p>•PDT members with a Master/higher degree and/or Bachelor degree in one of the above mentioned fields and from 4 to 5 years of experience post professional registration (average).</p> <p>2 points</p> <p>•PDT members with a Master/higher degree and/or Bachelor degree in one of the above mentioned fields and from 1 to 3 years of experience post professional registration (average).</p> <p>1 point</p> <p>•PDT members with a Master/higher degree and/or Bachelor degree in one of the above mentioned fields and less than 1 year of experience post professional registration (average).</p> <p>0 points</p>	<p>10</p>
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3.	<p>Transition and handover Management/Coordination</p> <ul style="list-style-type: none"> •The successful Service Provider shall upon the award and mobilisation of this contract ensure that they develop a good working relationship with the current Service Provider, and shall manage and coordinate in full the handover of documentation, records, manuals and all other site knowledge. The Service Provider shall also be responsible for coordinating training on procedures and plant, etc. •Whilst the Client may assist with information and advice where possible, it is expected that the Service Provider will gain sufficient site knowledge and use its expertise in Facilities Management to manage the successful transition from the current Service Provider without relying on the assistance from the Client or any other party •A detailed methodology explaining how transitional matters will be dealt with including the migration of services from existing Suppliers, NDPWI staff whilst maintaining service levels of the Client (transition plan) • TFM companies are to provide a transition plan on how the following would be dealt with: <ol style="list-style-type: none"> 1. Existing contracted Service Providers 2. In-house, permanent or Contract staff 3. Other Service Providers rendering services • Transition in the FM environment needs to be treated as a project, and it must cover the following aspects: <ol style="list-style-type: none"> 1. Governance 2. Contract(s) in place 3. Procurement (if needed) 4. Timelines 5. Resources 6. Budget 7. Risks 8. IT Platform / ERP Solution / Call Center Services •Bidder has submitted a methodology and transition plan setting out process, considerations, approach and has cover all the aspects mentioned above. <p style="text-align: right;">5</p> <p>Points</p> <ul style="list-style-type: none"> •Bidder has submitted a methodology and transition plan setting out process, considerations, approach and has cover six (6) out of eight(8) aspects mentioned above. 3 points •Bidder has submitted a methodology and transition plan setting out process, considerations, approach and has cover five (5) out of eight (8) aspects mentioned above. 1 point •Bidder has submitted a methodology and transition plan setting out process, considerations, approach and has cover up to/less than four (4) aspects mentioned above. 0 points 	20
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4.	<p>Skills Transfer Plan.</p> <p>•Demonstrate approach to support the development of impacted DPWI officials. The plan must detail following aspects for Individual skills transfer plans:</p> <ol style="list-style-type: none">1. Methodology2. Activities (workshops, webinars, site walk-about, short courses, etc.).3. Initial assessment and impact assessment.4. Monitoring, control and reporting activities plan. <p>•Bidder has submitted a Skills Transfer Plan, covering all the aspects mentioned above. 5 points</p> <p>•Bidder has submitted a Skills Transfer Plan, covering at least 3 out of 4 aspects mentioned above. 3 points</p> <p>•Bidder has submitted a Skills Transfer Plan, covering at least 2 out of 4 aspects mentioned above. 1 point</p> <p>•Bidder has submitted no Skills Transfer Plan. 0 points</p>	10
5.	<p>Bank ratings (failure to submit proof of bank rating from the relevant bank will result in the bidder getting zero points.</p> <ul style="list-style-type: none">• "A" 5 points• "B" 4 points• "C" 3 points• "D" 2 points• "E" 1 point	10



6.	<p>Bidders which have a total score 55 points or higher (out of a possible 80) from the functionality criteria stated above will qualify for presentations.</p> <p>•The purpose of the presentation is to showcase their company offering, capacity, commitment and value proposition in respect to building a strategic partnership based on principle of mutual benefit and risk sharing, covering the following aspects: (The Bidders must score 10 points or higher (out of a possible 20 points) during the presentation and site inspection stages)</p> <ol style="list-style-type: none">1) Company experience2) Project Delivery Team (Key Team Members to be present during the site inspection visit)3) TFM Project Execution Plan4) Transition Management5) IT platform/ ERP solution6) Skill Transfer Approach <p>•Bidder has provided a presentation covering all the aspects mentioned above.</p> <p style="text-align: right;">5 points</p> <p>•Bidder has provided a presentation covering five (5) out of six (6) aspects mentioned above.</p> <p style="text-align: right;">4 points</p> <p>•Bidder has provided a presentation covering four (4) out of six (6) aspects mentioned above.</p> <p style="text-align: right;">3 point</p> <p>•Bidder has provided a presentation covering less than four (4) aspects mentioned above.</p> <p style="text-align: right;">2 points</p> <p>Bidder has provided a presentation covering less than four (4) aspects mentioned above.</p> <p style="text-align: right;">1 points</p>	10
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7.	<p>Bidders which have a total score of 55 points or higher (out of a possible 80) from the functionality criteria stated above and the presentations, they will further be evaluated through the site inspection focusing on the following items:</p> <p>1. Offices supported with the proof of ownership by municipality statement or rental agreement. Workshop which is fully equipped with equipment, machinery and tools, Vehicle fleet supported with proof of ownership or agreement</p> <p>2. Computer Aided Facilities Management (CAFM) System and demonstration thereof in issuing and closing of works orders.</p> <p>3. Fully functional Call Centre solution for the FM services</p> <p>Bidder has demonstrated the availability of all the aspects mentioned above.</p> <p>5 points</p> <p>•Bidder has demonstrated the availability of the abovementioned aspects covering two (2) out of three (3) aspects mentioned above.</p> <p>3 points</p> <p>•Bidder has demonstrated the availability of the abovementioned aspects covering one (1) out of three (3) aspects. Points will only be awarded when a bidder has demonstrated aspect 2 or 3 and no points will be awarded for demonstrating only aspect 1 in isolation.</p> <p>1 point</p>	10
8.		
TOTAL		100

(Weights for functionality must add up to 100. 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:	65
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

3. EVALUATION METHOD FOR RESPONSIVE BIDS

3.1. The following Evaluation Method for responsive bids will be applicable:

<input type="checkbox"/> Method 1 (Financial offer)	<input type="checkbox"/> Method 2 (Financial and Preference offer)
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3.2. The 80/20 Preference points scoring system will be applicable for this bid

4. RESPONSIVENESS CRITERIA

4.1 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, 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"/>	Use of correction fluid is prohibited. Corrections to be crossed out and initialled.
4.	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
5.	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6.	<input checked="" type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7.	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
8.	<input checked="" type="checkbox"/>	There will be a compulsory bid briefing meeting and all potential bidders must attend.
9.	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10.	<input type="checkbox"/>	Submission of registration letter as an electrical contractor for bidder issued by the Department of Labour (DOL), permitting to issue a Certificate of compliance (COC's)
11.	<input checked="" type="checkbox"/>	Bidders will be evaluated as per special conditions of bid (SCB-1)
12.	<input checked="" type="checkbox"/>	<i>The team that the bidders would deploy must present the copies of their CV's, required qualifications and professional registrations</i>
13.	<input checked="" type="checkbox"/>	<i>Bidders are required to provide track record of similar projects in Total Facilities Management (TFM) and details as described on the TOR's (Complete the table that appears in Annexure A)</i>
14.	<input checked="" type="checkbox"/>	<i>Bidders must demonstrate their technology platform / solution that will be developed for managing and reporting on the various categories (bidders are required to complete the table that appears in Annexure C)</i>

3.3. 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.
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 proof of Registration on National Treasury's Central Supplier Database (CSD).
5.	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	<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.
8.	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	<input type="checkbox"/>	Bidders will be evaluated as per special conditions of bid (SCB-1)
10.	<input type="checkbox"/>	Submission of DPW-09 (EC): Particular of Tenderer's Projects: Bidders may use 'own form' - the details of all the tenderers current and previous projects must however be similar to the DPW-09 (EC) forms details. Bidders are required to sign and date the DPW09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	<input type="checkbox"/>	Submission of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	<input checked="" type="checkbox"/>	Bidders are required to submit a Project Execution Plan for the mobilization stage, fulfilling the requirements stated on the Terms of Reference, section 3.4. "General Considerations", Sub-section 3.6.6
13.	<input checked="" type="checkbox"/>	Submission of documentation relating to Risk Assessment criteria as contained in C 2.1 of DPW-03 Tender Data.
14.	<input checked="" type="checkbox"/>	Submission of PA-16.1 (EC) : Ownership Particulars

3.4. 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

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

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
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. Or Any Account or statement which is in the name of the Bidder. Or Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or 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. and Medical Certificate indicating that the disability is permanent or South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or National Council for Persons with Physical Disability in South Africa registration (NCPDSA)
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.

6. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA and the 80/20 preference point scoring system will be applicable

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.



In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC).

Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

7.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 5 to 10 years.

The tendering Service Provider's experience on comparable projects during the past 5 to 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive. Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 5 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 5 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

Criterion 4: Attendance of compulsory bid clarification meeting, if applicable

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

7.2 Commercial risks:

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

8. CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable

(d)	CIDB BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable

9. COLLECTION OF TENDER 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 NDPWI, CGO Building, Cnr Madiba and Bosman street, Pretoria, 0001.

A non-refundable bid deposit of **R 1500.00** is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be no bid briefing meeting.

Venue:	Virtual : Microsoft Teams		
Virtual meeting link:	Microsoft Teams Meeting ID: 381 777 752 413 Passcode: GtU7WG		
Date:	<i>Date of Bid Briefing (if any)</i> 16 July 2024	Starting time:	<i>Time of Bid Briefing (if any)</i> 10H00 am

11. ENQUIRIES

11.1 Technical enquiries may be addressed to:

DPWI Project Manager	Lawrence Ramasunzi	Telephone no:	041 408 2042
Cellular phone no	082 904 9100	Fax no:	N/A
E-mail	Lawrence.Ramasunzi@dpw.gov.za		

11.2 SCM enquiries may be addressed to:

SCM Official	Fikile Ndwandwe	Telephone no:	Indicate
Cellular phone no	N/A	Fax no:	N/A
E-mail	Fikile.Ndwandwe@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER 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 Tender Data.

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

Closing Date: Thursday, 01 August 2024

Closing Time: 11H00 am

<p>Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 65 Pretoria 0001 Documents must be deposited in The Bid Box before the closing date of the bid</p>	<p>OR</p>	<p>Deposited in the tender box at: The Bid Box Department of Public Works & Infrastructure Central Government Building Corner Madiba & Bosman Street</p>
--	------------------	--

EVALUATION ON FUNCTIONALITY

DPW-07: FORM OF OFFER AND ACCEPTANCE

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Bid no: H24/006PF

Bid/ Project Description: REQUEST FOR PROPOSALS FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE'S TOTAL FACILITIES MANAGEMENT PANEL FOR A PERIOD OF SIXTY (60) MONTHS'

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and responsibilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX (All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:

Rand (in words):	
Rand in figures:	R

The award of the tender may be subjected to price negotiation with the preferred tender(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer**.

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

<p>Company or Close Corporation:</p> <p>.....</p> <p>.....</p> <p>And: Whose Registration Number is:</p> <p>.....</p> <p>And: Whose Income Tax Reference Number is:</p> <p>.....</p> <p>CSD supplier number:</p>	OR	<p>Natural Person or Partnership:</p> <p>.....</p> <p>.....</p> <p>Whose Identity Number(s) is/are:</p> <p>.....</p> <p>Whose Income Tax Reference Number is/are:</p> <p>.....</p> <p>CSD supplier number:</p>
--	----	--

AND WHO IS (if applicable):

Trading under the name and style of:
--

AND WHO IS:

<p>Represented herein, and who is duly authorised to do so, by:</p> <p>Mr/Mrs/Ms:</p> <p>In his/her capacity as:</p> <p>.....</p>	<p>Note:</p> <p>A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</p>
---	---

Bid No: H24/006PF

Bid/ Project Description: REQUEST FOR PROPOSALS FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE'S TOTAL FACILITIES MANAGEMENT PANEL FOR A PERIOD OF SIXTY (60) MONTHS'

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents ☐
The official alternative ☐
Own alternative (only if documentation makes provision therefore) ☐

SECURITY OFFERED: (Not required for this quotation/ bid)

The Service Provider will provide one of the following forms of security:

- | | | |
|---|------------------------------|--|
| (1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (3) Retention of 2.5% of the Contract Sum (excl. VAT) | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No.

Postal address.....

Banker Branch.....

Bank Account No. Branch Code

Registration No of Tenderer at Department of Labour.....

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Bid No: H24/006PF

Bid/ Project Description: REQUEST FOR PROPOSALS FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE'S TOTAL FACILITIES MANAGEMENT PANEL FOR A PERIOD OF SIXTY (60) MONTHS'

The terms of the contract, are contained in:

- Part 1 Agreements and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

and drawings (where applicable) and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to door delivery to the tenderer, provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of the schedule of deviation to this agreement if applicable), this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works
Address of Organisation:	

WITNESSED BY:

Name of witness	Signature	Date

SCHEDULE OF DEVIATIONS

Bid no: H24/006PF

Bid/ Project Description: REQUEST FOR PROPOSALS FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE'S TOTAL FACILITIES MANAGEMENT PANEL FOR A PERIOD OF SIXTY (60) MONTHS'

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: H24/006PF

Bid/ Project Description: REQUEST FOR PROPOSALS FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE'S TOTAL FACILITIES MANAGEMENT PANEL FOR A PERIOD OF SIXTY (60) MONTHS'

REFER TO ANNEXURE E



PRICING SCHEDULE/ BILL OF QUANTITIES

Bid no: H24/006PF

Bid/ Project Description: REQUEST FOR PROPOSALS FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE'S TOTAL FACILITIES MANAGEMENT PANEL FOR A PERIOD OF SIXTY (60) MONTHS'

NOT APPLICABLE

DPW – 03 (EC) TENDER DATA

Bid no: H24/006PF

Bid/ Project Description: REQUEST FOR PROPOSALS FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE'S TOTAL FACILITIES MANAGEMENT PANEL FOR A PERIOD OF SIXTY (60) MONTHS'

REFER TO ANNEXURE D

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 interest³ 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

(³) 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".
For External Use

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 declare 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 consortium⁴ 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.

⁴ 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.

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".
For External Use

- 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 DECLARE 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.

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(project description as per Tender Document)

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

- 2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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



	Name	Capacity	Signature
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Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1. The Enterprise submits a 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 Tender Document)

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

- 1 *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.

- 2 The Enterprise accept 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.
- 3 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: _____

_____ Postal Code _____



Postal Address:

_____ Postal Code _____

Telephone number: _____ Fax number: _____

	Name	Capacity	Signature
1			
2			
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The tendering enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

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

ENTERPRISE STAMP

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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 tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

1	<hr/> <hr/>
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4	<hr/> <hr/>
5	<hr/> <hr/>
6	<hr/> <hr/>
7	<hr/> <hr/>
8	<hr/> <hr/>

Held at _____ (place)

on _____ (date)

RESOLVED that:

- A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ *(tender number as per 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 tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender 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: _____

E-mail address: _____



	Name	Capacity	Signature
1			
2			
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The tendering enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

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

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	REQUEST FOR PROPOSALS FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE'S TOTAL FACILITIES MANAGEMENT PANEL FOR A PERIOD OF SIXTY (60) MONTHS'		
Tender / Quotation no:	H24/006PF	Reference no:	717

Date Bid Briefing Meeting: 16 July 2024

Time of Bid Briefing Meeting: 10H00 am

Venue: Virtual : Microsoft Teams

This is to certify that I, _____

representing _____

attended the tender clarification meeting on: _____

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date



DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	REQUEST FOR PROPOSALS FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE'S TOTAL FACILITIES MANAGEMENT PANEL FOR A PERIOD OF SIXTY (60) MONTHS'		
Tender / Quotation no:	H24/006PF	Reference no:	717

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: H24/006PF

Name of Tenderer

☐ EME² ☐ QSE³ ☐ 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 / under developed area/township	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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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)

² EME: Exempted Micro Enterprise

³ QSE: Qualifying Small Business Enterprise

1. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	REQUEST FOR PROPOSALS FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE'S TOTAL FACILITIES MANAGEMENT PANEL FOR A PERIOD OF SIXTY (60) MONTHS'		
Tender / Quotation no:	H24/006PF	Closing date: Thursday, 01 August 2024	Time: 11H00 am

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.

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

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Work stages completed	Work stages in progress
1.						
2.						
3.						
4.						
5.						
6.						
7.						

1.2. Completed projects

Projects completed in the last 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Name of Tenderer	Signature
	Date

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

1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

Preference Points System to be applied	80/20
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in the table below are applicable:

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	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	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. Or • Any Account or statement which is in the name of the Bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			<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	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	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and Medical Certificate indicating that the disability is permanent or South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or National Council for Persons with Physical Disability in South Africa registration (NCPDSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

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

- “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;
- “price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- “rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- “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
- “the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = 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:

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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 1: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	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	
3. An EME or QSE or any entity which is at least 51% owned by women	4	
4. An EME or QSE or any entity which is at least 51% owned by people with disability	2	
5. An EME or QSE or any entity which is at least 51% owned by youth.*	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.

<p>.....SIGNATURE(S) OF TENDERER(S)</p> <p>SURNAME AND NAME:</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p>

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

This affidavit **must not** be used for Construction/ CIDB related projects/ services

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Construction Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p style="margin-left: 40px;">i. before 27 April 1994; or</p> <p style="margin-left: 40px;">ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

- ☐ The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
☐ The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
☐ The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
☐ Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

☐ Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____/_____/_____ the annual Total
 Date/ month / year

Revenue was R10, 000,000.00 (Ten Million Rands) or less

☐ Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

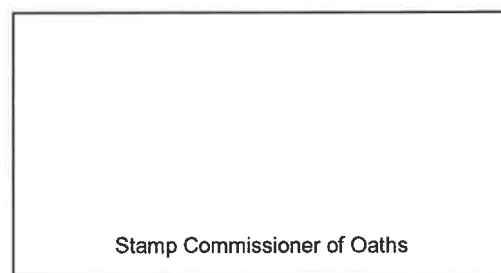
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

 Commissioner of Oaths
 Signature & stamp



SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

This affidavit **must not** be used for Construction/ CIDB related projects/ services

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Construction Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>



I hereby declare under Oath that:

- ☐ The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

☐ Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of _____/_____/_____
Day/ month / year

(the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

☐ Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

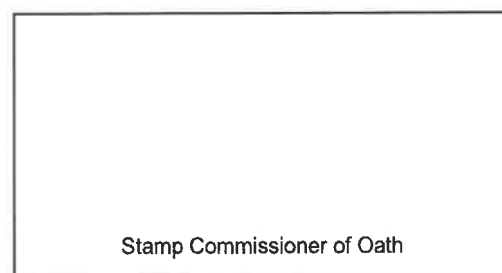
100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)

(Gazette Vol. 630 No. 41287)
Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

This affidavit
must be used
for Construction/
CIDB related
projects/ service
only

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- 1) The contents of this statement are to the best of my knowledge a true reflection of the facts.
- 2) I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Enterprise Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business:	BEP (Built Environment Professional)	Contractor	Supplier
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date."		
Definition of "Black Designated Groups"	"Black Designated Groups" means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"		

3) I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____% Black Owned
- The Enterprise is _____% Black Female Owned
- The Enterprise is _____% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)

- o Black Youth % _____%
- o Black Disabled % _____%
- o Black Unemployed % _____%
- o Black People living in Rural areas % _____%



o Black Military Veterans % _____ %

4) Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of ____/____/____, the annual Total Revenue was less than the applicable amount confirmed by ticking the applicable box below.

BEP	R1.8 million	
Contractor	R3.0 million	
Supplier	R3.0 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

• Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box below.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

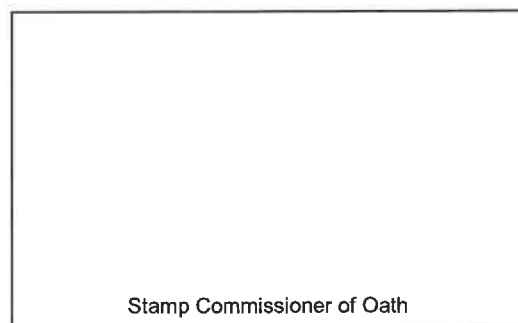
5) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6) The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



Stamp Commissioner of Oath

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

ANNEXURE A. COMPANY EXPERIENCE

Annexure A. Company experience

(Bidders are requested to complete the below table and to provide supportive documentation)

No	Project title (name)	Client information				Project information				Reference letter (Yes/No)
		Client's Company name	Contact person	Email	Telephone/ cell phone	Value (R Millions)	Duration (years)	Scale (sqm)	Facility type*	
1										
2										
3										
4										
5										
6										
7										
8										

*Facility (project type) e.g. Hospital; Prison; Office Building; School; Library; etc.

ANNEXURE B. PROJECT DELIVERY TEAM

Annexure B. Project Delivery Team

(Bidders are requested to complete the below table and to provide supportive documentation including: CVs, Diploma(s), Certificate(s), others)

No	Name	Role*	PDT member qualifications				PDT member certifications/ accreditations					Years of experience	
			Post-graduate studies		Bachelor studies		ECSA	SACPCMP	SACAP	SACQSP	SAFMA		Others (specify)
			Degree	Field/ discipline	Degree	Field/ discipline							
1													
2													
3													
4													
5													
6													
7													
8													

*Role: According to the PDT organogram e.g. Project Lead; Lead Technical Services; Lead Soft Services; etc.

**** NDWI reserves the right to request addition information with regards to the information provided.**

ANNEXURE C. ENTERPRISE RESOURCE PLANNING

ANNEXURE D. DPW-03 TENDER DATA

DPW-03 (EC): TENDER DATA

Project title:	PROJECT DESCRIPTION: REQUEST FOR PROPOSALS FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE'S TOTAL FACILITIES MANAGEMENT PANEL FOR A PERIOD OF SIXTY (60) MONTHS'
Reference no:	717

Tender / Quotation no:	H24/003PF	Closing date:	01 August 2024
Closing time:	11:00am	Validity period:	12 Weeks (84 Calender days)

Clause number:	.
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see www.cidb.org.za).</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p>
C.1.1	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
C.1.2	<p>For this contract the three volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The three volume procurement document issued by the employer comprises the following:</p> <p>Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p> <p>Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 – Contract Data T2.2 - Returnable schedules</p> <p>Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (Part 1: Data provided by employer) (DPW-04 EC or DPW-05 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC)</p> <p>Part C2: Pricing data C2.1 - Pricing Assumptions (PG-02.2 EC or PG-02.1EC) C2.2 - Bills of Quantities / Lump sum document (if not a returnable document)</p> <p>Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC)</p> <p>Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)</p>

Tender no: H24/003PF

C.1.4	<p>The Employer's agent is:</p> <table border="1"> <tr> <td>Name:</td><td>Mr. Lawrence Ramasunzi</td></tr> <tr> <td>Capacity:</td><td>Departmental Project Manager</td></tr> <tr> <td>Address:</td><td>256 Madiba street Central Government Offices (CGO) Department of Public Works and Infrastructure</td></tr> <tr> <td>Tel:</td><td>012 406 2044</td></tr> <tr> <td>Fax:</td><td>N/A</td></tr> <tr> <td>E-mail:</td><td>Lawrence.Ramasunzi@dpw.gov.za</td></tr> </table>	Name:	Mr. Lawrence Ramasunzi	Capacity:	Departmental Project Manager	Address:	256 Madiba street Central Government Offices (CGO) Department of Public Works and Infrastructure	Tel:	012 406 2044	Fax:	N/A	E-mail:	Lawrence.Ramasunzi@dpw.gov.za
Name:	Mr. Lawrence Ramasunzi												
Capacity:	Departmental Project Manager												
Address:	256 Madiba street Central Government Offices (CGO) Department of Public Works and Infrastructure												
Tel:	012 406 2044												
Fax:	N/A												
E-mail:	Lawrence.Ramasunzi@dpw.gov.za												
C.2.1 C.3.11	<p>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></p> <p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <ul style="list-style-type: none"> a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a select tender value range select class of construction works or Not applicable Not applicable** class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: Not applicable <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the select tender value range select class of construction works or Not applicable Not applicable** class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a select tender value range select class of construction works or Not applicable Not applicable** class of construction work <p>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</p> <p>A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: Not applicable</p>												

Tender no: H24/003PF

C. FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:

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

Functionality Criteria	Weighting Factor
<p>1. Company experience</p> <ul style="list-style-type: none"> • Experience gained delivering similar projects in South Africa. • Provide details and references of where work of a similar scale and complexity was performed in Facilities Management as described in the ToRs. Minimum 3 reference letters required. • Schedule of Track Record stating the following (the required track record to be completed in a table provided in Annexure A); <ol style="list-style-type: none"> 1. Written demonstration on all projects completed 2. Nature of the work 3. Duration of the work 4. Location of the work 5. Project (facility) type, scale (m2) and complexity 6. Name of the Client 7. Value of Projects 8. Company experience 9. References / Contactable References <p>• Bidder has submitted a schedule of track record of similar ongoing or completed projects for the last 10 years greater than R50m per project, and from three (3) to five (5) references letters</p> <p>5 Points</p> <p>• Bidder has submitted a schedule of track record of similar ongoing or completed projects for the last 10 years from R25m to R49m per project, and from three (3) to five (5) references letters</p> <p>4 Points</p> <p>• Bidder has submitted a schedule of track record of similar ongoing or completed projects for the last 10 years from R15m to R24m per project, and at least five (5) references letters</p> <p>3 Points</p> <p>• Bidder has submitted a schedule of track record of similar ongoing or completed projects for the last 10 years from R15m to R24m per project, and from three (3) to four (4) references letters.</p> <p>2 Points</p> <p>• Bidder has submitted a schedule of track record of similar ongoing or completed projects for the last 10 years up to/less than R15m per project, and at least three (3) references letters.</p> <p>1 Points</p> <p>• Bidder has submitted a schedule of track record of similar ongoing or completed projects for the last 10 years up to/less than R15m per project, less than three (3) references letters.</p>	10

2. Project Delivery Team (PDT)

- The Bidder needs to demonstrate the organisations management delivery capability in terms of knowledge and experience within its executive/senior leadership structure to provide assurance that they are capable of delivering a project of this magnitude and that it has the individuals within the organization that could be sourced nationally and internationally to deliver this project
- This would include a proposed organogram and framework as to what structure would be leading and delivering the strategic outcomes of TFM.
- Availability and location of skills with relevant experience to be deployed to this project.
- Bidders must demonstrate the capacity, networks, tools and interventions that will provide assurance that delivery capacity and core skills will not pose a delivery risk in terms of meeting the agreed service standards.
- PDT must be a seasoned team, led by experienced professionals with an appropriate level of certifications/qualifications and experience in having managed such portfolios both by scale and complexity.

a.PDT Project lead, qualifications, skills and experience

The project leader must submit a comprehensive CV as well as Post- graduate/ Bachelor qualification in one of the following: Architecture, Construction management, Quantity Surveying, Civil Engineering, Mechanical Engineering, Electrical Engineering, and Real Estate.

Possess a minimum of 5 years of experience in the respected field as well as professional registration with the relevant council.

- Project leader with a Master/higher degree in one of the above mentioned fields and more than 8 years of experience post professional registration.
5 points

- Project leader with a Bachelor degree in one of the above mentioned fields and more than 8 years of experience post professional registration.
4 points

- Project leader with a Master/higher degree in one of the above mentioned fields and from 5 to 7 years of experience post professional registration.
3 points

- Project leader with a Bachelor degree in one of the above mentioned fields and from 5 to 7 years of experience post professional registration.
2 points

- Project leader with a Master/higher degree and/or Bachelor degree in one of the above mentioned fields and from 2 to 4 years of experience post professional registration.
1 point

- Project leader with a Master/higher degree and/or Bachelor degree in one of the above mentioned fields and less than 2 years of experience post professional registration.
0 points

10

	<p>b. PDT (members) qualifications, skills and experience</p> <p>Each member must submit a comprehensive CV as well as Post-graduate/ Bachelor qualification in one of the following: Architecture, Construction Management, Quantity Surveying, Civil Engineering, Mechanical Engineering, Electrical Engineering, and Real Estate. As an average the PDT must possess a minimum of 5 years of experience in the respected field as well as professional registration with the relevant council.</p> <p>•PDT members with a Master/higher degree and/or Bachelor degree in one of the above mentioned fields and more than 6 years of experience post professional registration (average).</p> <p>3 points</p> <p>•PDT members with a Master/higher degree and/or Bachelor degree in one of the above mentioned fields and from 4 to 5 years of experience post professional registration (average).</p> <p>2 points</p> <p>•PDT members with a Master/higher degree and/or Bachelor degree in one of the above mentioned fields and from 1 to 3 years of experience post professional registration (average).</p> <p>1 point</p> <p>•PDT members with a Master/higher degree and/or Bachelor degree in one of the above mentioned fields and less than 1 year of experience post professional registration (average).</p> <p>0 points</p>	<p>10</p>	
	<p>3. Transition and handover Management/Coordination</p> <p>•The successful Service Provider shall upon the award and mobilisation of this contract ensure that they develop a good working relationship with the current Service Provider, and shall manage and coordinate in full the handover of documentation, records, manuals and all other site knowledge. The Service Provider shall also be responsible for coordinating training on procedures and plant, etc.</p> <p>•Whilst the Client may assist with information and advice where possible, it is expected that the Service Provider will gain sufficient site knowledge and use its expertise in Facilities Management to manage the successful transition from the current Service Provider without relying on the assistance from the Client or any other party</p> <ul style="list-style-type: none"> • A detailed methodology explaining how transitional matters will be dealt with including the migration of services from existing Suppliers, NDPWI staff whilst maintaining service levels of the Client (transition plan) • TFM companies are to provide a transition plan on how the following would be dealt with: <ol style="list-style-type: none"> 1. Existing contracted Service Providers 2. In-house, permanent or Contract staff 3. Other Service Providers rendering services • Transition in the FM environment needs to be treated as a project, and it must cover the following aspects: <ol style="list-style-type: none"> 1. Governance 	<p>20</p>	

	<p>2. Contract(s) in place</p> <p>3. Procurement (if needed)</p> <p>4. Timelines</p> <p>5. Resources</p> <p>6. Budget</p> <p>7. Risks</p> <p>8. IT Platform / ERP Solution / Call Center Services</p> <p>•Bidder has submitted a methodology and transition plan setting out process, considerations, approach and has cover all the aspects mentioned above.</p> <p>5 Points</p> <p>•Bidder has submitted a methodology and transition plan setting out process, considerations, approach and has cover six (6) out of eight(8) aspects mentioned above.</p> <p>3 points</p> <p>•Bidder has submitted a methodology and transition plan setting out process, considerations, approach and has cover five (5) out of eight (8) aspects mentioned above. 1 point</p> <p>•Bidder has submitted a methodology and transition plan setting out process, considerations, approach and has cover up to/less than four (4) aspects mentioned above. 0 points</p>	
	<p>4. Skills Transfer Plan.</p> <p>•Demonstrate approach to support the development of impacted DPWI officials. The plan must detail following aspects for Individual skills transfer plans:</p> <ol style="list-style-type: none"> 1. Methodology 2. Activities (workshops, webinars, site walk-about, short courses, etc.). 3. Initial assessment and impact assessment. 4. Monitoring, control and reporting activities plan. <p>•Bidder has submitted a Skills Transfer Plan, covering all the aspects mentioned above.</p> <p>5 points</p> <p>•Bidder has submitted a Skills Transfer Plan, covering at least 3 out of 4 aspects mentioned above.</p> <p>3 points</p> <p>•Bidder has submitted a Skills Transfer Plan, covering at least 2 out of 4 aspects mentioned above.</p> <p>1 point</p> <p>•Bidder has submitted no Skills Transfer Plan. 0 points</p>	<p>10</p>
	<p>5. Bank ratings (failure to submit proof of bank rating from the relevant bank will result in the bidder getting zero points.</p> <ul style="list-style-type: none"> • "A" 5 points • "B" 4 points • "C" 3 points • "D" 2 points • "E" 1 point 	<p>10</p>

	<p>6. Bidders which have a total score 55 points or higher (out of a possible 80) from the functionality criteria stated above will qualify for presentations.</p> <ul style="list-style-type: none"> •The purpose of the presentation is to showcase their company offering, capacity, commitment and value proposition in respect to building a strategic partnership based on principle of mutual benefit and risk sharing, covering the following aspects: (The Bidders must score 10 points or higher (out of a possible 20 points) during the presentation and site inspection stages) <ol style="list-style-type: none"> 1) Company experience 2) Project Delivery Team (Key Team Members to be present during the site inspection visit) 3) TFM Project Execution Plan 4) Transition Management 5) IT platform/ ERP solution 6) Skill Transfer Approach •Bidder has provided a presentation covering all the aspects mentioned above. 5 points •Bidder has provided a presentation covering five (5) out of six (6) aspects mentioned above. 4 points •Bidder has provided a presentation covering four (4) out of six (6) aspects mentioned above. 3 point •Bidder has provided a presentation covering less than four (4) aspects mentioned above. 2 points Bidder has provided a presentation covering less than four (4) aspects mentioned above. 1 points 	<p>10</p>
	<p>7. Bidders which have a total score of 55 points or higher (out of a possible 80) from the functionality criteria stated above and the presentations, they will further be evaluated through the site inspection focusing on the following items:</p> <ol style="list-style-type: none"> 1. Offices supported with the proof of ownership by municipality statement or rental agreement. Workshop which is fully equipped with equipment, machinery and tools, Vehicle fleet supported with proof of ownership or agreement 2. Computer Aided Facilities Management (CAFM) System and demonstration thereof in issuing and closing of works orders. 3. Fully functional Call Centre solution for the FM services <p>Bidder has demonstrated the availability of all the aspects mentioned above.</p> <p>5 points</p> <ul style="list-style-type: none"> •Bidder has demonstrated the availability of the abovementioned aspects covering two (2) out of three (3) aspects mentioned above. 3 points •Bidder has demonstrated the availability of the abovementioned aspects covering one (1) out of three (3) aspects. Points will only 	<p>10</p>

be awarded when a bidder has demonstrated aspect 2 or 3 and no points will be awarded for demonstrating only aspect 1 in isolation.

1 point

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:

65

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



D1. 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 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.

			Or
			<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.
<input type="checkbox"/> D2. 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.			
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.

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D3. 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 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted in 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 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).

Tender no: H24/003PF

E. ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

E.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 10 years.

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;

Tender no: H24/003PF

	<ol style="list-style-type: none"> 3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors; 4. Financial management: payment to suppliers and cash flow problems; 5. Quality of workmanship: extent of reworks and timeous attention to remedial works; 6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman; 7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably; 8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced; 9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract. 10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents. 11. Plant & equipment: sufficient resources on site and in time. 12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims. 13. Final account: extent to which the contractor assisted in finalising the final account. <p>Criterion 3: Suitably qualified and appropriately experienced human resources</p> <p>Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.</p> <p>Criterion 4: Attendance of compulsory bid clarification meeting, if applicable</p> <p>If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.</p> <p>E.2 Commercial risks:</p> <p>The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.</p> <p>Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.</p>
C.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1

Tender no: H24/003PF

C.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
C.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C2.16.3	Omit the wording of the last sentence for those projects which are subject to CPAP
C.2.18	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input type="checkbox"/> Together with his tender; or <input type="checkbox"/> The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.</p>
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 C.3.4.2	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be at:</p> <p><i>Insert location</i></p>
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.

Tender no: H24/003PF

C.3.9.3	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
C.3.9.4	Omit the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
C.3.9.4	Add sub paragraph c) to C.3.9.4, as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
C.3.13	Add the following to sub paragraph a), as follows: The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;
C.3.17	Provide to the successful tenderer one copy of the signed contract document.

ANNEXURE E. TERMS OF REFERENCE

TERMS OF REFERENCE

***‘REQUEST FOR PROPOSALS FOR THE
NATIONAL DEPARTMENT OF PUBLIC WORKS
AND INFRASTRUCTURE’S TOTAL FACILITIES
MANAGEMENT PANEL FOR A PERIOD OF
SIXTY (60) MONTHS’***

1 CONTENTS

1	DEFINITIONS AND ACRONYMS.....	3
1.1	DEFINITIONS.....	3
1.2	ACRONYMS (IN ALPHABETICAL ORDER)	6
2	PURPOSE	7
3	PROJECT QUALITY EXPECTATIONS, BENEFITS EXPECTED FROM TFMP EXECUTING TFM PROJECTS.....	7
4	THE TFM DELIVERY MODEL WITHIN NDPWI'S SPACE.	8
5	TFM GENERIC SCOPE OF WORKS	9
5.1	PLANNING	9
5.2	EXECUTION	10
5.3	MONITORING, CONTROL & REPORTING	10
6	GENERAL CONSIDERATIONS.....	10
7	PROFILE OF THE TFM COMPANIES PART OF THE NDPWI'S TFMP	11
7.1	COMPANY EXPERIENCE	11
7.2	PROJECT DELIVERY TEAM (PDT).....	11
7.3	ENTERPRISE RESOURCE PLANNING (ERP).....	15
7.4	SKILLS TRANSFER.....	15
7.5	TFM PROJECT EXECUTION PLAN (PEP).....	15
7.6	TRANSITION MANAGEMENT	16
8	FUNCTIONALITY CRITERIA.....	17
9	ENQUIRIES.....	25

1 DEFINITIONS AND ACRONYMS

1.1 DEFINITIONS

The following terms are relevant to this document:

Component means a component¹ that is a specific part of a complex item² and that has independent physical or functional identity and specific attributes such as different life expectancy, maintenance and renewal requirements and regimes, risk or criticality.

***Note 1:** A component is separately recognized and measured (valued) in the organization's asset register as a unique asset record, in accordance with the requirements of GRAP 17 to componentize assets.*

***Note 2:** A complex item is one that can be disaggregated into significant components. Infrastructure and buildings are considered complex items.*

Condition means the physical state of the asset.

Condition assessment means the inspection, assessment, measurement and interpretation of the resultant data, to indicate the condition of a specific component so as to determine the need for some preventative or remedial action.

Corrective maintenance means the maintenance carried out after a failure has occurred and intended to restore an item to a state in which it can perform its required function. Corrective maintenance can be planned or unplanned.

Facility means a complex comprising many assets (e.g. a hospital, water treatment plant or recreation complex) which represents a single management unit for financial, operational, maintenance or other purposes

Existing facility is a facility that is already in operation and is subject to maintenance.

Failure means a component has suffered a failure when it is no longer capable of fulfilling one or more of its intended functions. A component does not need to be completely unable to function to have suffered a failure. For example: a pump that is still operating, but is not capable of pumping the required flow rate, has failed.

Life (of an asset) means a measure of the anticipated life of an asset or component, such as time, number of cycles, distance intervals, etc.

Lifecycle means the time interval that commences with the identification of the need for an asset and terminates with the decommissioning of the asset or any liabilities thereafter.

Maintenance means all actions intended to ensure that an asset performs a required function to a specific performance standard(s) over its expected useful life by keeping it in as near as practicable to its original condition, including regular recurring activities to keep the asset operating, but specifically excluding renewal. *Note: Maintenance also specifically excludes restoring the condition or performance of an asset following a recognized impairment event, which would be classified as either renewal or upgrading, depending on the circumstances.*

Maintenance management plan describes the maintenance approach and actions for an asset, facility or portfolio of assets, with intended delivery methods and schedules, budget requirements and responsible parties.

Maintenance objectives means objectives for what maintenance has to achieve to ensure the assets are in the right condition to meet the needs of the entity. Maintenance performance measures and targets are the means of assessing whether the maintenance objectives are being met.

Maintenance strategy interprets higher-order documents and formulates maintenance objectives and targets, establishes maintenance tactics, and defines maintenance roles and responsibilities.

Monitoring means determining the status of a system, process, asset or an activity.

New facility means a newly built, renovated or refurbished facility that is handed over for operation and maintenance

Objective means result to be achieved at strategic, tactical or operational level. Objectives can be set in a variety of domains or outcome areas (e.g. economic, social or environmental outcomes), or can relate to elements of the entity (e.g. corporate level or units in the entity), or can relate to processes, services, products, programmes and projects.

Preventative action means an action to eliminate the cause of a potential nonconformity or other undesirable potential situation.

Preventative maintenance means maintenance carried out at pre-determined intervals, or corresponding to prescribed criteria, and intended to reduce the probability of failure or the performance degradation of an item. Preventative maintenance is planned or carried out on opportunity.

Facilities Management (FM) is a term used to cover the vast range of services delivered to customers building, facility or estate (multiple buildings on a single site or across a region).

Total Facilities Management (TFM) services are combined multiple single service streams across both hard and soft services operating them together in order to minimize management duplication and streamline interoperability of facility services. This mode of contracting also provides a single point of contact for the client organization, thereby ensuring that the clients have improved availability across all services for the building or facility.

1.2 ACRONYMS (IN ALPHABETICAL ORDER)

Acronyms relevant to this document include:

Acronym	Definition
CAFM	Computer Aided Facility Management
CV	Curriculum Vitae
ECSA	Engineering Council of South Africa
ERP	Enterprise Resource Planning
FM	Facilities Management
GIAMA	Government Immovable Asset Management Act
NDPWI	National Department of Public Works and Infrastructure
NIAMMS	National Immovable Asset Maintenance Management Standard
OHS	Occupational Health and Safety
PDT	Project Development Team
PEP	Project Execution Plan
RFP	Request for Proposal
SACPCMP	South African Council for the Project and Construction Management Profession
SACQSP	South African Council of Quantity Surveying Profession
SAFMA	South African Facilities Management Association
SMME	Small Micro & Medium Enterprises
TFM	Total Facilities Management
TOR	Terms of Reference
TFMP	Total Facilities Management Panel

2 PURPOSE

The purpose of this document is to provide the '*Terms of Reference*' (TOR) for the procurement of a '*Total Facilities Management Panel*' (TFMP) to deliver comprehensive services in the execution of Total Facilities Management projects for the National Department of Public Works and Infrastructure (NDPWI) for a period of sixty (60) months.

3 PROJECT QUALITY EXPECTATIONS, BENEFITS EXPECTED FROM TFMP EXECUTING TFM PROJECTS

The National Department of Public Works and Infrastructure (NDPWI) is seeking capable TFM companies, to create a sustainable relationship that will provide a comprehensive technical and commercial solution over the contracts term, to deliver reliability of TFM services, improved oversight and control efficiencies, which will provide transparency of performance reports and accessibility of the information at all times. The main functions of TFM companies (part of the TFMP) include (but not limited) scoping, planning, execution, monitoring and control of service providers, reporting, project close-out and transition management of TFM projects. The goal is to standardize and improve the practices of facilities management within public sector.

The procurement of a TFMP will provide NDPWI with a solid database of reliable TFM companies that will assist the department to improve FM services for its Client-Departments.

A TFM contract will guarantee that NDPWI's facilities are managed in the correct manner (e.g. statutory compliance), it will foster skills transfer, provide opportunities for Small Micro and Medium Enterprises (SMMEs) development, and it will create synergies within the organizations workforces involved in the projects. The TFM solution (also call 'one-stop-shop') will typically self-deliver greater than 70% of the FM services, which will be able to reduce the operational expenditure and optimise the delivery model, creating savings for the NDPWI. Savings levels will clearly depend on the relative scale and maturity of the

existing service model, but NDPWI can expect to reduce their annual operational expenditure at least by a 10%, which provides a compelling rationale for any organization.

TFM also includes a number of non-tangible benefits, as for example:

1. Increased security of business operations and mission critical areas. In today's business environment this can be a key factor for protection of both personnel and sensitive data.
2. Flexibility for adapting to any unforeseen circumstances including robust disaster recovery planning.
3. Improved accountability and tracking of service delivery performance.
4. The NDPWI's in-house personnel might be transferred to the TFM service provider, and, because Facilities Management is the 'bread and butter' of the organization, staff morale, motivation and skills often improve as there is greater scope for progression and growth.
5. TFM providers are well versed in managing the transition from in-house team + multiple third party providers to a TFM solution and contract re-novation are managed efficiently.
6. Total cost transparency creating a pro-active culture developing a long standing relationship.
7. Continual development and improvement upon the delivery of services with reviews against measurable service level agreements.

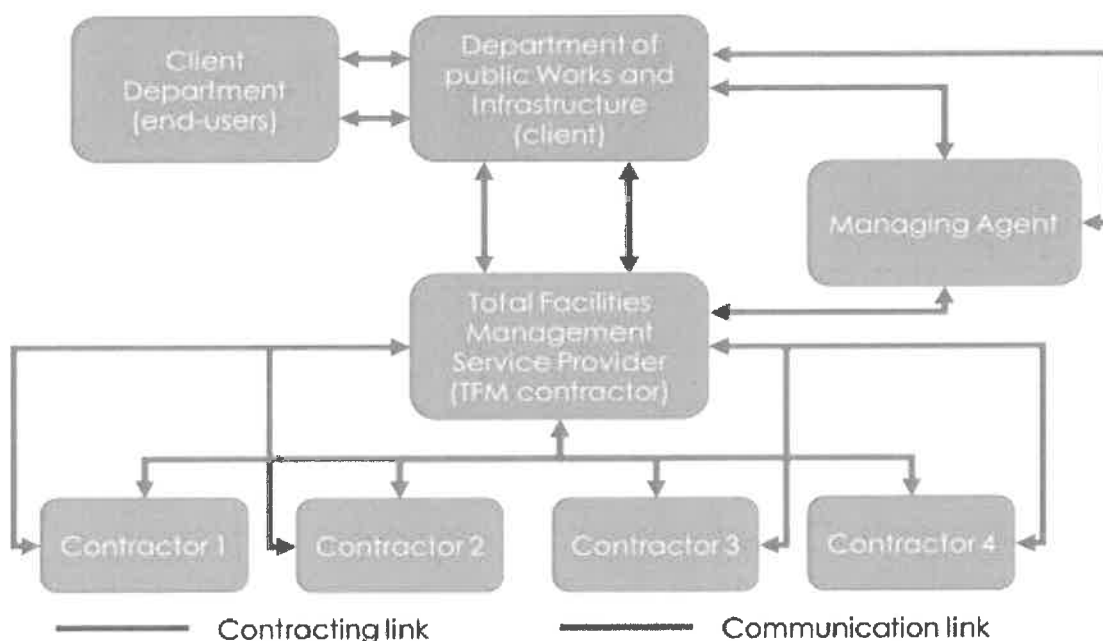
In summary TFM can provide tangible cost improvements to an organization and deliver greater control of the organizational environment.

4 THE TFM DELIVERY MODEL WITHIN NDPWI'S SPACE.

TFM companies (that will be part of the *TFMP*) need to be fully aware that NDPWI, as well as its Client-Departments, may have in-house staff executing some facilities management services, and/or other services (e.g. cleaning, security, gardening, etc.) could have been outsourced to an external service provider. In that regard, the appointed TFM company will be required to use commercially reasonable efforts, to integrate the performance of its TFM

services, with those services provided to NDPWI by its own staff, or external service providers, with the goal that the appointed TFM company, in-house personnel and subcontracted external service providers, offer a seamless, end-to-end service to NDPWI facilities without material disruption.

NDPWI reserves the right to appoint a consulting firm (multidisciplinary technical team) to act as *Managing Agent* for TFM projects, hence TFM companies need to take this in cognizance, and, once appointed to execute their services, build a working relationship with the *Managing Agent* which will help the project to run efficiently (see proposed organogram below).



5 TFM GENERIC SCOPE OF WORKS

The following includes (but not limited) the generic TFM scope of works per service categories:

5.1 PLANNING

- Facility Condition Assessment
- Componentized asset register
- OHS compliance assessment
- Energy Efficiency and Sustainability assessment
- Development of Maintenance Management Plan
- Development of TFM Project Execution Plan

5.2 EXECUTION

a) *Hard- services (technical maintenance)*

- Preventative Maintenance
 - Interval-based
 - Condition-based
- Corrective Maintenance
 - Emergency (breakdowns)
 - Minor repair and capital works (deferred)

b) *Soft-services*

- General cleaning
- Security services
- Hygiene
- Pest and wildlife control
- Waste management
- Horticultural services
- Others (specify)

5.3 MONITORING, CONTROL & REPORTING

- Service Desk and Call Centre
- CAFM/ERP/ IT platform
- Quality Management Reporting
- OHS audits
- Project Management Services including technical professionals
- Energy Efficiency and Sustainability Management

6 GENERAL CONSIDERATIONS

The TFM companies that qualify for inclusion onto the TFMP must note the following:

- Qualifying companies will be required to have the necessary insurances and compliance certification based on the nature of services prior to contracting.
- The inclusion onto the panel is not a guarantee of work.
- Work allocation will be on a project- by- project basis, subject to a tender (mostly in the form of RFP) process, and informed by the NDPWI in writing.

- The NDPWI will facilitate to the TFM companies, the available facility (project) information, and prior to the commencement of the tender process.

7 PROFILE OF THE TFM COMPANIES PART OF THE NDPWI'S TFMP

NDPWI seeks TFM companies that possess a solid track record and capability statement in efficiently and effectively delivery a holistic technical and commercial TFM solution for its facility.

7.1 COMPANY EXPERIENCE

- Experience gained delivering similar projects in South Africa.
- Provide details and references of where work of a similar scale and complexity was performed. Minimum 3 reference letters required.
- Schedule of Track Record stating the following;
 - Written demonstration on all projects completed
 - Nature of the work
 - Duration of the work
 - Location of the work
 - Project (facility) type, scale (m2) and complexity
 - Name of the Client
 - Value of Projects
 - Company experience

Note: Bidders are required to complete Annexure A

7.2 PROJECT DELIVERY TEAM (PDT)

- The Bidder needs to demonstrate the organizations management delivery capability in terms of knowledge and experience within its executive/senior leadership structure to provide assurance that they are capable of delivering a project of this magnitude and that it has the individuals within the organization that could be sourced nationally and internationally to deliver this project
- This would include a proposed organogram and framework as to what structure would be leading and delivering the strategic outcomes of TFM.
- Availability and location of skills with relevant experience to be deployed to this project.

- Bidders must demonstrate the capacity, networks, tools and interventions that will provide assurance that delivery capacity and core skills will not pose a delivery risk in terms of meeting the agreed service standards.
- PDT must be a seasoned team, led by experienced professionals with an appropriate level of certifications/qualifications and experience in having managed such portfolios both by scale and complexity.
- Staff to be deployed on the project must be able to provide CVs to demonstrate experience in similar projects and give details of specific roles for this project, and to possess the following accreditations:
 - Must have competent Engineers as recommended by ECSA.
 - Must have competent Architects as recommended by SACAP.
 - Must have competent Project Managers as recommended by SACPCMP.
 - Must have competent Quantity Surveyors as recommended by The SACQSP.
 - Must have competent Facilities Manager as recommended by SAFMA.
 - Must have agents who are certified to inspect facilities or aspects thereof as governed by the “Occupational Health and Safety Act, (Act No. 85 of 1993).

a) PDT Project lead, qualifications, skills and experience

- The project leader must submit a comprehensive CV as well as Post-graduate/ Bachelor qualification in one of the following: Town Planning, Architecture, Quantity Surveying, Civil Engineering, Mechanical Engineering, Electrical Engineering, and Real Estate. Possess a minimum of 5 years of experience in the respected field as well as professional registration with the relevant council.

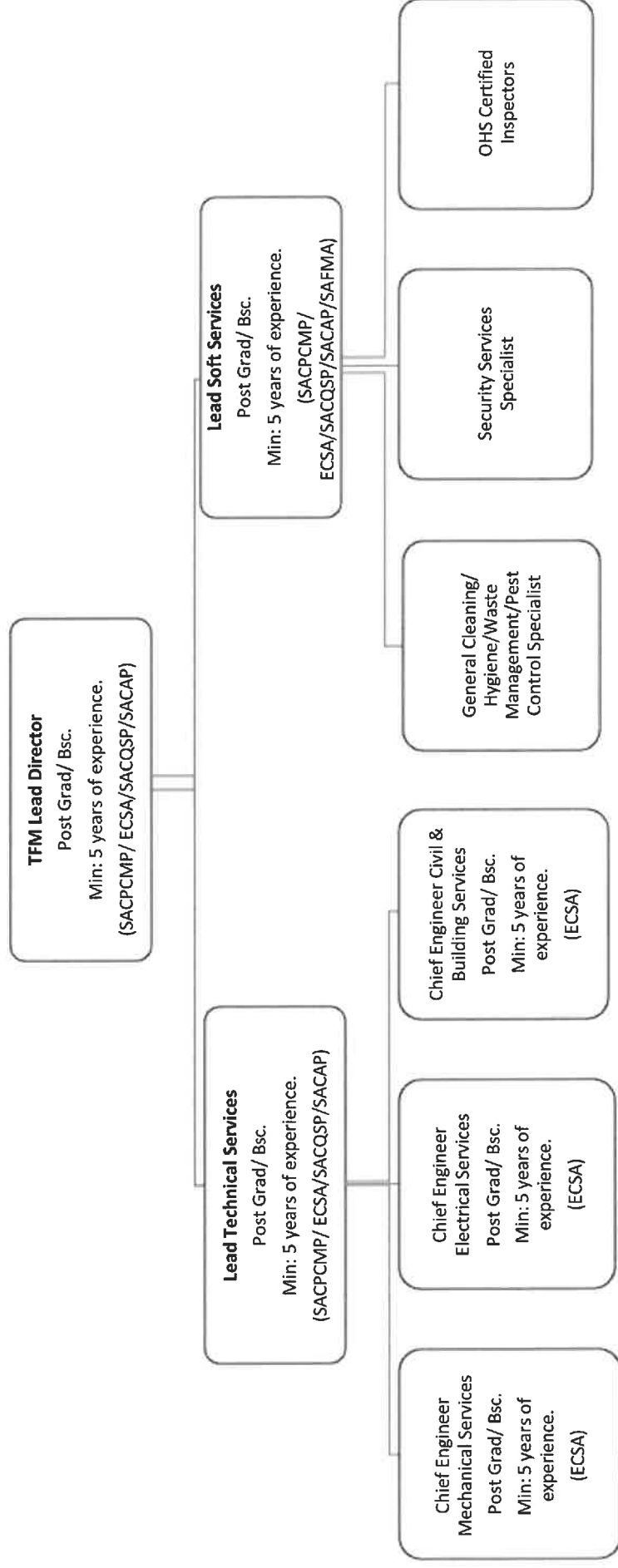
b) PDT (members) qualifications, skills and experience

- Each member must submit a comprehensive CV as well as Post-graduate/ Bachelor qualification in one of the following: Town Planning, Architecture, Quantity Surveying, Civil Engineering, Mechanical Engineering, Electrical Engineering, and Real Estate. As an average the

PDT must possess a minimum of 5 years of experience in the respected field as well as professional registration with the relevant council.

Note: See proposed organogram

c) Project Delivery Team Organogram (proposal)



7.3 ENTERPRISE RESOURCE PLANNING (ERP)

- Bidders must demonstrate their technology platform / solution that will be deployed for managing and reporting on the various categories
- Sample of operational and Management reports that will be supplied
- Value added data (if available)
- Profile of Technology Integration Lead
- Clear and concise demonstration of technology platform / ERP/ CAFM solution that that will be deployed for managing and reporting on the various categories, with adequate evidence on reporting capability, integrated functionality and proven application at other Client sites. Solution clearly demonstrates functionality to manage the following:
 - Call centre management capability to manage service desk
 - Asset data and management
 - Conditional assessment and capacity management data
 - Maintenance schedules
 - Capital Planning
 - Asset Tracking and Reporting
 - Optimization management
 - Billing and invoicing
 - Interface (compatibility) with Client's ERP such as: SAGE, Archibus, etc.

7.4 SKILLS TRANSFER

- Demonstrate bidders approach to skills transfer and to support the development of impacted stakeholders. This includes the support to be provided for the transformation of small and emerging firms, and NDPWI staff.
- A clear skills development plan for youth and young graduates from previously disadvantaged communities should be provided by the service provider.

7.5 TFM PROJECT EXECUTION PLAN (PEP)

- Bidders must submit (as part of their proposal) a comprehensive Project Execution Plan comprising the approach to manage the following aspects within the TFM project:
 - Risk

- Change
- Quality
- Communications (Including stakeholder's engagement and management)
- Time
- Costs
- Scope

7.6 TRANSITION MANAGEMENT

- A detailed methodology explaining how transitional matters will be dealt with including the migration of services from existing Suppliers, NDPWI staff whilst maintaining service levels of the Client (transition plan)
- TFM companies are to provide a transition plan on how the following would be dealt with:
 - Existing contracted Service Providers
 - In-house, permanent or Contract staff
 - Other Service Providers rendering services

8 FUNCTIONALITY CRITERIA

Functionality criteria:	Weighting factor:
<p>1. Company experience</p> <ul style="list-style-type: none"> • Experience gained delivering similar projects in South Africa. • Provide details and references of where work of a similar scale and complexity was performed in Facilities Management as described in the ToRs. Minimum 3 reference letters required. • Schedule of Track Record stating the following (the required track record to be completed in a table provided in Annexure A); <ol style="list-style-type: none"> 1. Written demonstration on all projects completed 2. Nature of the work 3. Duration of the work 4. Location of the work 5. Project (facility) type, scale (m2) and complexity 6. Name of the Client 7. Value of Projects 8. Company experience 9. References / Contactable References <p>• Bidder has submitted a schedule of track record of similar ongoing or completed projects for the last 10 years greater than R50m per project, and from three (3) to five (5) references letters 5 Points</p> <p>• Bidder has submitted a schedule of track record of similar ongoing or completed projects for the last 10 years from R25m to R49m per project, and from three (3) to five (5) references letters 4 Points</p> <p>• Bidder has submitted a schedule of track record of similar ongoing or completed projects for the last 10 years from R15m to R24m per project, and at least five (5) references letters 3 Points</p> <p>• Bidder has submitted a schedule of track record of similar ongoing or completed projects for the last 10 years from R15m to R24m per project, and from three (3) to four (4) references letters. 2 Points</p> <p>• Bidder has submitted a schedule of track record of similar ongoing or completed projects for the last 10 years up to/less than R15m per project, and at least three (3) references letters. 1 Points</p> <p>• Bidder has submitted a schedule of track record of similar ongoing or completed projects for the last 10 years up to/less than R15m per project, less than two (2) references letters. 0 point</p>	20

<p>2. Project Delivery Team (PDT)</p> <ul style="list-style-type: none"> •The Bidder needs to demonstrate the organisations management delivery capability in terms of knowledge and experience within its executive/senior leadership structure to provide assurance that they are capable of delivering a project of this magnitude and that it has the individuals within the organization that could be sourced nationally and internationally to deliver this project •This would include a proposed organogram and framework as to what structure would be leading and delivering the strategic outcomes of TFM. •Availability and location of skills with relevant experience to be deployed to this project. •Bidders must demonstrate the capacity, networks, tools and interventions that will provide assurance that delivery capacity and core skills will not pose a delivery risk in terms of meeting the agreed service standards. •PDT must be a seasoned team, led by experienced professionals with an appropriate level of certifications/qualifications and experience in having managed such portfolios both by scale and complexity. <p>a. PDT Project lead, qualifications, skills and experience</p> <p>The project leader must submit a comprehensive CV as well as Post-graduate/ Bachelor qualification in one of the following: Architecture, Construction management, Quantity Surveying, Civil Engineering, Mechanical Engineering, Electrical Engineering, and Real Estate. Possess a minimum of 5 years of experience in the respected field as well as professional registration with the relevant council.</p> <ul style="list-style-type: none"> •Project leader with a Master/higher degree in one of the above mentioned fields and more than 8 years of experience post professional registration. 5 points •Project leader with a Bachelor degree in one of the above mentioned fields and more than 8 years of experience post professional registration. 4 points •Project leader with a Master/higher degree in one of the above mentioned fields and from 5 to 7 years of experience post professional registration. 3 points •Project leader with a Bachelor degree in one of the above mentioned fields and from 5 to 7 years of experience post professional registration. 2 points •Project leader with a Master/higher degree and/or Bachelor degree in one of the above mentioned fields and from 2 to 4 years of experience post professional registration. 1 point •Project leader with a Master/higher degree and/or Bachelor degree in one of the above mentioned fields and less than 2 years of experience post professional registration. 0 point 	<p style="text-align: center;">10</p>
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b. PDT (members) qualifications, skills and experience

Each member must submit a comprehensive CV as well as Post-graduate/ Bachelor qualification in one of the following: Architecture, Construction Management, Quantity Surveying, Civil Engineering, Mechanical Engineering, Electrical Engineering, and Real Estate. As an average the PDT must possess a minimum of 5 years of experience in the respected field as well as professional registration with the relevant council.

•PDT members with a Master/higher degree and/or Bachelor degree in one of the above mentioned fields and more than 6 years of experience post professional registration (average).

3 points

•PDT members with a Master/higher degree and/or Bachelor degree in one of the above mentioned fields and from 4 to 5 years of experience post professional registration (average).

2 points

•PDT members with a Master/higher degree and/or Bachelor degree in one of the above mentioned fields and from 1 to 3 years of experience post professional registration (average).

1 point

•PDT members with a Master/higher degree and/or Bachelor degree in one of the above mentioned fields and less than 1 year of experience post professional registration (average).

0 point

<p>3. Project Execution Plan (PEP)</p> <ul style="list-style-type: none"> Bidders must submit (as part of their proposal) a comprehensive Project Execution Plan comprising the approach to manage the following aspects within the TFM project: <ol style="list-style-type: none"> Risk Change Quality Communications (Including stakeholders engagement, management and reporting) Time Costs Scope OHS <p>•Bidder has submitted a PEP, covering all the aspects mentioned above, and the plan is tailored to suit TFM requirements. 5 points</p> <p>•Bidder has submitted a PEP, covering at least 7 out of 8 aspects mentioned above, and the plan is tailored to suit the TFM requirements. 3 points</p> <p>•Bidder has submitted a PEP, covering at least 6 out of 8 aspects mentioned above, and the plan is tailored to suit the TFM requirements. 1 point</p> <p>•Bidder has submitted a PEP, covering up to/less than 4 aspects mentioned above, and the plan is tailored to suit the TFM requirements. 0 points</p>	10
<p>4. Transition and handover Management/Coordination</p> <p>•The successful Service Provider shall upon the award and mobilisation of this contract ensure that they develop a good working relationship with the current Service Provider, and shall manage and coordinate in full the handover of documentation, records, manuals and all other site knowledge. The Service Provider shall also be responsible for coordinating training on procedures and plant, etc.</p> <p>•Whilst the Client may assist with information and advice where possible, it is expected that the Service Provider will gain sufficient site knowledge and use its expertise in Facilities Management to manage the successful transition from the current Service Provider without relying on the assistance from the Client or any other party</p> <p>•A detailed methodology explaining how transitional matters will be dealt with including the migration of services from existing Suppliers, NDPWI staff whilst maintaining service levels of the Client (transition plan)</p> <ul style="list-style-type: none"> TFM companies are to provide a transition plan on how the following would be dealt with: <ol style="list-style-type: none"> Existing contracted Service Providers In-house, permanent or Contract staff Other Service Providers rendering services Transition in the FM environment needs to be treated as a project, and it must cover the following aspects: <ol style="list-style-type: none"> Governance Contract(s) in place Procurement (if needed) Timelines Resources Budget Risks IT Platform / ERP Solution / Call Center Services 	10

<p>•Bidder has submitted a methodology and transition plan setting out process, considerations, approach and has cover all the aspects mentioned above. 5 Points</p> <p>•Bidder has submitted a methodology and transition plan setting out process, considerations, approach and has cover six (6) out of seven (7) aspects mentioned above. 3 points</p> <p>•Bidder has submitted a methodology and transition plan setting out process, considerations, approach and has cover five (5) out of seven (7) aspects mentioned above. 1 point</p> <p>•Bidder has submitted a methodology and transition plan setting out process, considerations, approach and has cover up to/less than four (4) aspects mentioned above. 0 points</p>	
<p>5. Skills Transfer Plan. •Demonstrate approach to support the development of impacted DPWI officials. The plan must detail following aspects for Individual skills transfer plans:</p> <ol style="list-style-type: none"> 1. Methodology 2. Activities (workshops, webinars, site walk-about, short courses, etc.). 3. Initial assessment and impact assessment. 4. Monitoring, control and reporting activities plan. <p>•Bidder has submitted a Skills Transfer Plan, covering all the aspects mentioned above. 5 points</p> <p>•Bidder has submitted a Skills Transfer Plan, covering at least 3 out of 4 aspects mentioned above. 3 points</p> <p>•Bidder has submitted a Skills Transfer Plan, covering at least 2 out of 4 aspects mentioned above. 1 point</p> <p>•Bidder has submitted no Skills Transfer Plan. 0 points</p>	<p>10</p>
<p>6. Bank ratings (failure to submit proof of bank rating from the relevant bank will result in the bidder getting zero points.</p> <p>•“A” 5 points •“B” 4 points •“C” 3 points •“D” 2 points •“E” 1 point</p>	<p>10</p>

7. Bidders which have a total score 55 points or higher (out of a possible 80) from the functionality criteria stated above will qualify for presentations.

•The purpose of the presentation is to showcase their company offering, capacity, commitment and value proposition in respect to building a strategic partnership based on principle of mutual benefit and risk sharing, covering the following aspects:

- 1) Company experience**
- 2) Project Delivery Team (Key Team Members to be present during the site inspection visit)**
- 3) TFM Project Execution Plan**
- 4) Transition Management**
- 5) IT platform/ ERP solution**
- 6) Skill Transfer Approach**

•Bidder has provided a presentation covering all the aspects mentioned above.
5 points

•Bidder has provided a presentation covering five (5) out of six (6) aspects mentioned above.
4 points

•Bidder has provided a presentation covering four (4) out of six (6) aspects mentioned above.
3 point

•Bidder has provided a presentation covering less than four (4) aspects mentioned above.
2 points

Bidder has provided a presentation covering less than four (4) aspects mentioned above.
1 points

10

8. Bidders which have a total score of 55 points or higher (out of a possible 80) from the functionality criteria stated above and the presentations, they will further be evaluated through the site inspection focusing on the following items:

1. Offices supported with the proof of ownership by municipality statement or rental agreement
2. Workshop which is fully equipped with equipment, machinery and tools
3. Vehicle fleet supported with proof of ownership or agreement
4. Computer Aided Facilities Management (CAFM) System and demonstration thereof in issuing and closing of works orders.
5. Fully functional Call Centre solution for the FM services

Bidder has demonstrated the availability of all the aspects mentioned above.

5 points

• Bidder has demonstrated the availability of the abovementioned aspects covering four (4) out of six (6) aspects mentioned above.

4 points

• Bidder has demonstrated the availability of the abovementioned aspects covering three (3) out of six (6) aspects mentioned above.

3 point

Bidder has demonstrated the availability of the abovementioned aspects covering less than three (3) aspects mentioned above.

1 point

10

Note: Bidders which have a total score 55 points or higher (out of a possible 80) from the evaluation of proposals will qualify for presentations.

The second part of the functional evaluation will include a presentation by the Bidders. The Bidders must score 10 points or higher (out of a possible 20 points) during the presentation.

Bidders must score at least 65 Points in total for both the technical proposal evaluation and presentation in order to be consider for inclusion onto the TFMP.

NDWI reserves the right to request additional information with regards to the information provided.

TFM companies interested be part of the NDPWI TFMP, are also required to meet the following **criteria**:

- a. Bidders are required to provide a minimum of three (3) reference letters referring to their experience in similar projects as described in **Annexure A**
- b. Bidders are required to provide track record of similar projects in Facilities Management and details as described in **Annexure A**
- c. The team that the bidders would deploy must present a copy of their CV and the required qualifications as described in **Annexure B**
- d. Bidders must demonstrate their technology platform / solution that will be deployed for managing and reporting on the various categories (bidders are required to complete the table that appears in **Annexure C**)
- e. TFM companies upon appointment are required to make provision for a minimum 30% Black Ownership participation (**including: youth, women, people with disabilities and other groups of interest**) by an SMME. This must be in the form of a Joint Venture / Partnership, confirmed by a binding contract between parties.

9 ENQUIRIES

PROJECT MANAGER: MR. LAWRENCE RAMASUNZI

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ANNEXURE F. SPECIAL CONDITIONS CONTRACT

SPECIAL CONDITIONS OF CONTRACT

Contents	Page
1. SPECIAL CONDITIONS OF THIS BID	3
2. VARIATIONS	6
3. CONFLICT OF INTEREST, FRAUD AND CORRUPTION.....	6
4. INDEMNITY	7
5. PRECEDENCE	7
6. TAX COMPLIANCE	7
7. GOVERNING LAW	7
8. RESPONSIBILITY FOR COMPANY/ BUSINESS' PERSONNEL	8
9. THE TOTAL FACILITY MANAGEMENT SERVICE PROVIDER IS REQUIRED TO:.....	8
10. THE BID PROPOSAL DOCUMENT SHOULD INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING IN DETAIL:.....	10
11. INSURANCE	10
12. LEGISLATIVE COMPLIANCE.....	11
13. DELAYS IN THE TFMSP PERFORMANCE	11

NOTES:

- (I) The purpose of this document is to supplement the General Conditions of Contract (GCC). Whenever there is a conflict in contract documentation, the Special Conditions of Contract (SCC) shall prevail.
- (II) 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”.

1. SPECIAL CONDITIONS OF THIS BID

- 1.1 Bids submitted must be in line with the detailed specification. Failure to bid accordingly will result in the disqualification of the bids.
- 1.2 Amendments to any of the Special Conditions may result in bids being disqualified.
- 1.3 The Employer may, at any time or times prior to the bid submission date, issue to the bidders any amendment, annexure or addendum to bid documents. No amendment, annexure or addendum will form part of the bid documents unless it is in writing and expressly stated that it shall form part of the bid document.
- 1.4 The EMPLOYER reserves the right to:
 - 1.4.1 Appoint or not appoint and/or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal.
 - 1.4.2 Award a bid to one or more service providers.
 - 1.4.3 Award the bid as a whole or in part.
 - 1.4.4 Terminate any contract where the service has not been carried out as per approved SLAs and KPIs.
 - 1.4.5 Enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract before or after the conclusion of the contract. (Refer to PA29 on the bid documents for more information)
 - 1.4.6 Amend any bid condition, validity period, or extend the closing date of bids.
 - 1.4.7 Cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids

SPECIAL CONDITIONS OF CONTRACT

have been evaluated and/or after shortlisted bidders have been notified of their status.

- 1.4.8 Conduct site inspections and or due diligence, or explanatory meetings in order to verify the nature and quality of services offered by the bidder. This will be done before or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only.
- 1.4.9 Purchase items outside the contract should the service provider fail to supply and deliver the items on the contract and recover the cost thereof from the appointed TFMSP.
- 1.5 The Employer may request written clarification or further information regarding any aspect of this bid. The bidders must supply the requested information in writing within seven (7) working days after the request has been made, otherwise the proposal may be disqualified.
- 1.6 Bidders and their sub-contractors are required to register companies on the Government Central Supplier Database (CSD) and include in the bid a copy of the Master Registration Number (Supplier Number) in order to enable the Employer to verify the bidder's tax status on the CSD.
- 1.7 Bidders and their sub-contractors are required to provide tax compliance status PIN or the Central Supplier Database Master Registration Number (MAAA Number) to enable the Employer to view their tax profile and verify the tax compliance status of bidders.
- 1.8 Foreign suppliers with neither South African tax obligation nor history of doing business in South Africa must complete a pre-award questionnaire on the Standard Bidding Document 1 for their tax obligation categorisation.
- 1.9 Any completion of bid documents in pencil, correction fluid (Tippex) or erasable ink will not be acceptable and will automatically disqualify the submitted bid.
- 1.10 Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof or a Sworn Affidavit signed by the Commissioner of Oaths together with their bids, to substantiate their B-BBEE rating claims. In case of a trust, consortium or joint venture, a B-BBEE Status Level Verification Certificate must be submitted. Affidavits may only be commissioned by a person designated as a commissioner of Oaths In terms of

SPECIAL CONDITIONS OF CONTRACT

Section 6 of the Justice of the Peace and Commissioners of Oaths Act, 1963-10 July 1998.

- 1.11 All bid prices accepted from the successful bidder shall remain fixed for the contract duration, including possible extension periods (not subject to escalations) from the date of acceptance of the contract. Only fixed prices will be accepted. Non-fixed prices including prices subject to rates of exchange variations will not be considered. All transport, packaging and any other costs must be included in the bid pricing.
- 1.12 The Service Provider will be subject to a security screening by the Employer at any stage throughout the duration of this contract. If the results thereof are negative and/or unfavourable and/or have a material or adverse effect to the carrying out of this contract, Employer shall be entitled to cancel this contract immediately, in writing.
- 1.13 Bidders must submit documentary proof of the existence of joint ventures (JV) and/or consortiums arrangements. The Employer will accept signed agreements as acceptable proof of the existence of a JV and/or consortiums. The joint venture and/or consortiums arrangements must clearly set out the roles and responsibility of the lead partner and joint venture and/or consortiums party. The agreement must identify the Lead Partners with the power of attorney to bind the other party/parties in respect matters pertaining to the joint venture and/or consortiums arrangement.
- 1.14 The Employer will not accept damaged goods, irrespective of the cause. Goods in transit are solely the responsibility of the successful bidder.
- 1.15 The Employer shall not accept any responsibility for expenses incurred by the service provider that was not part to the contract.
- 1.16 Should the Service Provider provide the Employer with any other material other than stated, not agreed upon and/or which is found to be faulty, the Employer reserves the right to return the identified material and the service provider must deliver the correct items at no additional cost to the Employer within 10 (ten) working days.
- 1.17 It is recommended that Service Providers in anticipation of the Local Production and Content, complete the Local Content declaration and summary schedule.

SPECIAL CONDITIONS OF CONTRACT

The employer reserves the right to enforce Local Production and Content on identifiable services at any time during the contract.

2. VARIATIONS

- 2.1. Contrary to clause 18 of the GCC, at any time during the contract period, vary the services by way of additions, omissions or substitutions as and when necessary, the variation of which shall not impair the quality of this contract. This will be done in consultation with the successful service provider and communicated in writing.
- 2.2. The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being issued;
- 2.3. Additional Services will only be executed by the Service Provider after receipt of a written instruction from the Employer;
- 2.4. If no prior written authorisation is obtained for execution of additional services, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.
- 2.5. The Additional Services will be valued at the rates in the pricing data and where such data is not available, shall be valued by comparison with market-related prices.

3. CONFLICT OF INTEREST, FRAUD AND CORRUPTION

- 3.1. The Employer reserves the right to disqualify any bidder who with or without their company / business, whether in respect of the Employer or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"), –
 - 3.1.1. Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder or company / business in respect of the subject matter of this bid;
 - 3.1.2. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

SPECIAL CONDITIONS OF CONTRACT

- 3.1.3. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Employer's officers, directors, employees, advisors or other representatives;
- 3.1.4. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- 3.1.5. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity or
- 3.1.6. has in the past engaged in any matter referred to above.

4. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the Employer incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process or enforcement of intellectual property rights / confidentiality obligations), then the bidder indemnifies and holds the Employer harmless from any and all such costs which the Employer may incur and for any damages or losses the Employer may suffer.

5. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

6. TAX COMPLIANCE

No award shall be made to a bidder whose tax affairs are not in order. The Employer reserves the right to withdraw an award made to a bidder in the event that it is established that such a bidder did not remain tax compliant for the full term of the contract.

7. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any

kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

8. RESPONSIBILITY FOR COMPANY/ BUSINESS' PERSONNEL

- 8.1. The bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), comply with all terms and conditions of this bid.
- 8.2. The successful bidder will provide a general advisory service for the duration of the contract, as and when required.
- 8.3. A bidder may not cede, assign or sub-contract any part of the assignment to any person unless with written consent of the Employer.
- 8.4. The Employer will enter into a Service Level Agreement with the successful bidder(s), effective from the date of bid award, taking all aspects of the contract into account.
- 8.5. Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.
- 8.6. It is expected of a bidder to have basic facilities such as a business premises, telecommunication and reliable and reachable contact persons.

9. THE TOTAL FACILITY MANAGEMENT SERVICE PROVIDER IS REQUIRED TO:

- 9.1. Render Total Facilities Management Services on a continuous basis, as required in the Terms of Reference (TOR);
- 9.2. Comply with all relevant employment legislation and applicable bargaining council agreements, including the Unemployment Insurance Fund (UIF), Pay-As-You-Earn (PAYE), etc. Proof of such documentation must be submitted as part of the Bid Proposal;
- 9.3. Specifically, a valid letter of good standing from the Department of Labour must be submitted as part of the Bid Proposal documents. NB. Such letter must be submitted to the Employers Supply Chain Management (SCM) Contract Management Unit on an annual basis during the duration of the contract. Failure to submit the letter of good standing from department of Labour may lead to disqualification of the bid / termination of the contract;

SPECIAL CONDITIONS OF CONTRACT

- 9.4. Manage any labour / work-related disputes among his/her staff, which might affect the day -to-day operations of the project to ensure continuous service delivery;
- 9.5. Ensure that all staff employed in respect of this contract is in good health and pose no risk to any Employer's and DOD employees;
- 9.6. Comply with the state and Employer's security and emergency policies, procedures and regulations;
- 9.7. Not make use of fire hose reels or other fire extinguishers in offices for the purpose of executing cleaning and/ or maintenance activities;
- 9.8. Not use equipment, utensils or chemicals that may damage fittings, vehicle body painting, persons or any other contents in offices. The Employer has a right to reject any such equipment, utensils or agents that is detrimental to its property and staff;
- 9.9. Not use or store any poisonous or highly flammable substances without the written consent of the Employer;
- 9.10. Ensure that staff working under this contract is provided with the required protective clothing as determined by the Occupational Health and safety act, 1993 (act no 85 of 1993), when relevant, during the carrying out of their duties;
- 9.11. Ensure that all work performed and all equipment used on site complies with the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993);
- 9.12. Provide all staff working under this contract with some sort of identification (no later than on the first day of the second month of rendering the service), which state the name of the service provider and the person that can be clearly distinguished from other service providers, Employer staff, etc. The Employer reserves the right to order the immediate removal of a staff member that does not adhere to this arrangement;
- 9.13. The TFMSD shall be responsible for handling of queries raised and generate reports on their resolution/response;
- 9.14. Maintain cleaning equipment and materials in good order to comply with the Occupational Health and Safety Standards and manufacturer's specifications;
- 9.15. Re-fill, empty and clean machines and equipment only at designated places as indicated;
- 9.16. Maintain and refill all hygiene equipment;

- 9.17. Supply toilet brushes in each toilet cubicle;
- 9.18. Remove the installed equipment and restore the building to its original condition in consultation with the Employer at the end of the contract;
- 9.19. Ensure that all staff working under this contract is adequately trained prior to the commencement of the contract;
- 9.20. Inform the Employer of any removal and replacement of staff. Should the staff member not be present at work, a replacement/relief staff must be on site at 10:00 am. The pool of temporary replacement/relief staff to be employed by the service provider must be security screened by the Employer before being brought on site.

10. THE BID PROPOSAL DOCUMENT SHOULD INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING IN DETAIL:

- 10.1. Bidder's profile – Short summary and description of the key features of the bidder. The legal name of the entity, the principal business, if applicable an overview of the consortium with a description of the corporate organization of the proposing entity, including all members of the consortium and/sub-contracts. If applicable, a description of the role of the lead partner and participating companies of the consortium.

11. INSURANCE

The Service Provider shall provide comprehensive insurance and maintain during the entire period of this contract (regardless of the duration of the contract, whether once-off, medium or long-term) as follows:

11.1. General liability insurance

Operations and application hazard, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage and personal injury.

11.2. Damage to electronic equipment and furniture, theft of materials and equipment

The Service Provider shall provide adequate insurance for the damage to electric and electronic equipment, furniture, theft of materials and equipment.

11.3. Government of RSA as additional insured

The general liability policy required of the Contractor shall name "the Republic of South Africa, acting by and through the Presidency", as an additional insured with respect to operations performed under this contract.

12. LEGISLATIVE COMPLIANCE

The successful bidder is required to comply with the following legislation, not limited to:

- 12.1. Occupational Health & Safety Act No. 181 of 1993
- 12.2. Machinery and occupational Safety Act 6 of 1983
- 12.3. Hazardous Substance Act No. 53 of 1983
- 12.4. Basic conditions of employment. Act 75 of 1997
- 12.5. National Water Act 36 of 1998
- 12.6. Employment equity Act 55 of 1998
- 12.7. South African National Standards
- 12.8. Labour Act 66 of 1995 as amended in 2002
- 12.9. Department of Trade Industry and Competition (DTI) guidelines

13. DELAYS IN THE TFMSP PERFORMANCE

13.1. Force Majeure

- If at any time during the performance of the contract the supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his/her discretion extend the time for completion.
- Where additional time is granted, the purchaser shall also determine whether or not the supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the supplier and the

SPECIAL CONDITIONS OF CONTRACT

purchaser, additional time only (no costs) will be granted. The purchaser shall notify the supplier in writing of his/her decision(s) in the above regard.

- No provision in a contract shall be deemed to prohibit the obtaining of goods from a national department, provincial department, or a local authority.