

TERMS OF REFERENCE FOR THE APPOINTMENT OF THE SERVICE PROVIDER TO CONDUCT A COMPREHENSIVE ENVIRONMENTAL AND STRUCTURAL ASSESSMENT FOR MANSION HOUSE: 12 JOE SLOVO DRIVE, FOR THE DEPARTMENT OF MINERAL AND PETROLEUM RESOURCES (DMPR), DURBAN REGIONAL OFFICE AND PROVIDE RECOMMENDATIONS FOR REMEDIATION AND REHABILITATION.

1. BACKGROUND

1.1 In terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) Section 8 the employer has a legal duty to provide and maintain a workplace that is safe and without risk to the health of employees, as far as is reasonably practicable.

1.2 Section 8 of the OHSA requires every employer to:

“Provide a Safe Working Environment, ensure that the workplace is safe and does not pose risks to the health of employees. Maintain buildings, equipment, and facilities in a safe condition. Identify and Assess Hazards through conducting regular hazard identification and risk assessments and evaluating risks associated with the workplace and Manage Indoor Environmental Quality by ensuring that workplace conditions do not adversely affect health, including Adequate ventilation, Acceptable indoor air quality, Prevention of mould growth, Control of smoke, dust, fumes and other airborne contaminants, Adequate lighting, Appropriate temperature and humidity and good housekeeping and sanitation”.

1.3 The Department of Mineral and Petroleum Resources (DMPR) intends to appoint a reliable and competent service provider to conduct a comprehensive environmental and structural assessment for its **Kwa-Zulu Natal, Durban Regional Office**. In terms of the signed lease agreement, it indicates a total of 2724m² of office space accommodation and 50 parking bays.

2. CONTRACT PERIOD

2.1. The contract period for the project is three (03) consecutive calendar months from date of commencement of the contract, commencing from the date of contract initiation, which shall be effective upon signature by both parties.

3. OBJECTIVE

- 3.1. To appoint suitably qualified and registered professionals to conduct a comprehensive environmental and structural assessment of the affected building and provide recommendations for remediation and rehabilitation.

4. SCOPE OF WORK

- 4.1 Conduct a visual inspection of the building.
- 4.2 Assess structural integrity of all affected areas.
- 4.3 Assess electrical, walls, roofs and plumbing compliance of the building.
- 4.4 Evaluate the extent of water damage, smoke damage, and mould contamination.
- 4.5 Assess Heating Ventilation and Air-conditioning (HVAC) system.
- 4.6 Assess indoor air quality on all DMPR occupied floors.
- 4.7 Identify occupational health and environmental risks.
- 4.8 Determine whether the building is safe for occupation.
- 4.9 Recommend remediation, repairs, and further specialist investigations.
- 4.10 Prepare a comprehensive report.

5. PROJECT DELIVERABLES / OUPUTS

- 5.1 Inception report
- 5.2 Site inspection records and photographs
- 5.3 Environmental assessment report
- 5.4 Structural assessment report
- 5.5 Indoor air quality assessment report (where applicable)
- 5.6 Risk assessment
- 5.7 Recommendations
- 5.8 Final signed report complying with applicable South African legislation, standards, and regulations.

The Department undertakes to -:

- 5.9 Reserve the right to request the Service Provider and his/her personnel to undergo a security vetting process.
- 5.10 Provide a storage facility for the safekeeping of Service Provider's machinery and equipment for the duration of the contract.
- 5.11 Not be liable for any damages or losses incurred by Service Provider or their personnel during the execution of the services.

- 5.12 If necessary, point out and request the withdrawal of a personnel member with undesirable performance or who is/are considered to pose safety, health or security risk to employees of the department.

6. EVALUATION CRITERIA

This bid will be evaluated following a four (4) stages approach namely, **Mandatory Requirements, Functionality, Administrative Compliance and Point Scoring System.**

6.1 Gate 01 -: Mandatory requirements

The following requirements are mandatory. Bidders who fail to comply or meet the below requirements will be disqualified from further evaluation.

- a) Engineering Council of South Africa – Professional Engineer/Engineering Technologist for structural assessments (ECSA),
- b) South African Institute of Occupational Safety and Health Registered OHS Practitioner (SAIOH)
- c) Professional indemnity insurance

6.2 Gate 02 -: Administrative requirements

- (i) Compliance to the Terms of Reference /Specifications.
- (ii) Fully completed, signed and dated SBD documents listed hereunder:
 - SBD 1
 - SBD 4
 - SBD 6.1
 - Fully completed, signed and dated Pricing Schedule (attached as **Annexure**

A)

- (iii) The following will be regarded as non-compliance.
 - price amendments or other amendments without signature/ initials.
 - Use of correction fluid.
 - Completion of the bid document in colour ink other than black ink.
- (iv) Bidders are required to submit company profile.

6.3 Stage 03 -: Functional evaluation

Bidders will be scored in terms of the functional requirements indicated in the table below. The corresponding points and weightings will be used to calculate the overall score a bidder has achieved.

The minimum threshold for this bid is 70%. Bidders who score less than 70% will be disqualified. Only bidders that score 70% and more will be considered further.

NO	CRITERIA	SCORING	WEIGHT
1.	Company Profile and Experience (i) Bidders should have experience of having undertaken projects in respect of Environmental and Structural assessment. The bidder must attach contract/s or SLA or orders, completion letters/certificates and or testimonials from contactable references)	6 or more projects = 5 points 5 projects = 4 points 4 projects = 3 points 3 projects = 2 points 2 or less projects = 1 point No proof = 0 points	30
2.	Experience of Team Leader and Team Members Team Leader Experience (i) The team leader must have experience of having been involved in projects and experience in managing (environmental and structural assessment) projects. a) Submit detailed CV clearly demonstrating relevant experience, roles performed, duration of employment, and proof of projects undertaken in the following.	6 or more projects = 5 points 5 projects = 4 points 4 projects = 3 points 3 projects = 2 points 2 or less projects = 1 point No indication = 0 points	15

4.	Project Plan and Methodology (i) Bidder must provide a comprehensive Project Plan that showcases their understanding of the Terms of Reference. The methodology should outline a clear and practical approach for delivering the required services in accordance with the Scope of Work. ▪ The plans must include among others: a) Schedule for assessment and tools to be used. b) Execution Plan (clearly aligned to the Scope of Work) c) Task schedules (daily to periodic activities) d) Resource allocation (personnel, equipment, supervision) e) Health and Safety measures, including MSDS f) Monitoring and quality control mechanisms g) Risk and contingency measures h) Reporting and communication framework	The Plan and Methodology is well-structured and aligns with the scope of work, showcasing a practical and implementable approach and timelines with all 08 elements = 5 points The Plan and Methodology demonstrate adequate alignment with the scope of work. It addresses five (5) to seven (7) required elements, lacks depth, detail and implementable approach = 3 points The Plan and Methodology demonstrate a limited alignment with the scope of work. It addresses one (1) to four (4) required elements, but lacks structure, clarity, and sufficient detail on practical implementation = 1 point No evidence of the Project Plan and Methodology / submitted addresses none of the required elements = 0 points	20
	TOTAL		100

Formula; $\frac{A}{B} \times 100 = C\%$

Where: A = Total score for the bid under consideration

B = Maximum possible score

C = Percentage score for the bid under consideration

6.4 STAGE 04 -: Point scoring system

Bids will be evaluated on the **80/20 preference point system** in accordance with the Preferential Procurement Regulation of 2022.

(i) Price points = 80

(ii) Preferential points = 20

6.4.1 The bidder that scores the highest points in this phase will be awarded the tender.

6.4.2 Should more than one bidder score the same number of points; the award will be made to the bidder who scores more points on specific goals.

6.4.3 Should there be more than one bidder who score the same number of points overall and same points on specific goals, the award will be made to the bidder who scored the highest points on functionality.

6.4.4 Should there be more than one bidder who score the same number of points in all aspects, the bid will be determined by the drawing of the lot.

6.4.5 The preferential points will be allocated in terms of the Departmental objectives on specific goals. Points allocation on specific goals are tabulated hereunder.

6.4.6 Bidders who do not submit proof (means of verification) of specific goals claimed will not qualify for preference points for specific goals.

Specific Goal	Number of points (80/20 Preference System)	Means of Verification
Enterprise owned by Black people	4	Identity documents and CIPC document
Enterprise owned by Women	4	Identity documents and CIPC document
Enterprise owned by Youth	4	Identity documents and CIPC document
Enterprise owned by disabled persons	4	Medical certification.
Enterprise owned by SMMEs (QSE or EME)	4	B-BBEE certificate issued by a SANAS accredited Agency or DTIC or Sworn affidavit.

NB: "Ownership = 51% of the company share. Designated group/person that are part of the entity directorship but have less than 51% share = points will be calculated on a pro-rata basis in relations to the share/s held by the designated group/persons.

E.g. Number of women directors = 01

Shares owned by women	= 20%
Specific goal for women	= 4 points

7. **SPECIAL CONDITIONS OF THE CONTRACT**

- 7.1 The General Conditions of Contract must be accepted as these are issued by National Treasury and are non-negotiable.
- 7.2 The Service Provider shall execute the contract strictly in accordance with the approved scope of work and service requirements.
- 7.3 The Service Provider shall sign a confidentiality agreement regarding the protection of the Departmental information that is not in the public domain.
- 7.4 No state information may be disclosed, communicated or made available to the public or media by the Service Provider or any of its employees.
- 7.5 The Service Provider and its personnel shall be subjected to security screening by the State Security Agency.
- 7.6 The Department reserves the right to verify the authenticity of the information submitted, any falsified information may result in the disqualification or termination of the contract.
- 7.7 The Service Provider shall submit Unemployment Insurance Fund (UIF) and Compensation Fund reports on quarterly basis for the duration of the contract.
- 7.8 In the event that the Service Provider is found to have engaged in fraudulent activities or has caused the Department to incur irregular expenditure, the Department reserves the right to terminate the contract with immediate effect, without prejudice to any other rights available in law.
- 7.9 In addition to termination, such conduct may result in the Service Provider being subjected to restricted supplier status, in accordance with applicable legislation and SCM prescripts, which may prevent the Service Provider from doing business with government for a prescribed period.
- 7.10 The Department reserves the right to amend the quantities prior to finalisation of a Service Level Agreement with the successful bidder.

8. **REPORTING REQUIREMENTS**

- 8.1 The Service Provider shall report to the identified departmental representative and/or Chief Director: Auxiliary Support and Security Management.
- 8.2 The Deputy Director General: Corporate Services shall convene a meeting to outline the project plan before the start of the project.
- 8.3 The service provider shall convene a meeting as and when required.

- 8.4 The venue for these meetings will be held at Department's offices. The service provider's Project Manager will be obliged to attend.
- 8.5 The Service Provider shall conduct regular inspections to ensure quality and adherence to prescribed standards. Weekly written reports shall be submitted to the identified departmental representative and/or Chief Director: Auxiliary Support and Security Management.
- 8.6 The identified departmental representative and/or Chief Director: Auxiliary Support and Security Management will convene weekly meetings to review service delivery, address challenges, consider improvements and remedial actions, assess compliance with the contract, and all matters related to this contract.

9. PROJECT PLAN AND METHODOLOGY

- 9.1 The Service Provider shall provide a detailed Project Plan and Methodology, demonstrating its capability and comprehensive approach to delivering the required services in accordance with the Scope of Work.
- 9.2 The submission must outline key activities, milestones, timeframes, and resources to be committed to the project to successfully deliver the required services.

10. ROLE AND RESPONSIBILITY

- 10.1 The Department reserves the right, at its sole discretion, to cancel this tender at any stage without incurring any liability.
- 10.2 The DMPR reserves the right to appoint more than one Service Provider for the project.
- 10.3 A Service Level Agreement (SLA) will be concluded with the successful Service Provider which shall, inter alia, define the roles, responsibilities, obligations of both the Department and Service Provider.
- 10.4 The Service Provider must develop detailed project schedule/ plan.
- 10.5 The Service Provider will be required to submit payment schedule providing projections for the period as determined on work performed.
- 10.6 The Service Provider shall disclose all information in its proposal regarding any interests that may result in an actual or perceived conflict of interest.

11. CONFIDENTIALITY OF INFORMATION

- 11.1 The names and details of all the deployed personnel, including any changes, replacements and additions to the Service Provider team shall be disclosed to the Department for security screening and prior approval.

- 11.2 All Service Provider personnel who will have access to the Departmental premises, information or assets shall sign a Non-Disclosure Agreement prior to the project commencement and as the deemed necessary by the Department.

12. UNDERPERFORMANCE/ NON-COMPLIANCE

- 12.1 The Department may conduct periodic performance reviews with the Service Provider, to assess service delivery against the Terms of Reference and Service Level Agreement (SLA), to ensure compliance with contractual obligations.
- 12.2 Should the Department determine that the Service Provider is not performing in accordance with the agreed standards, the Department shall issue written notice of non-compliance, specifying the nature of non-compliance and the required corrective action.
- 12.3 The Service Provider shall implement the required corrective action within the timeframes stipulated by the Department and conduct follow-up assessment as necessary.
- 12.4 Should the Service Provider fail to remedy the non-compliance or breach after three (3) written notices, the Department reserves the right to: (i) terminate the contract or (ii) apply any other remedial measures as deemed appropriate in terms of the contract.

13. PAYMENT TERMS

- 13.1 The Department shall not make any upfront payments to the Service Provider. Payments shall be made monthly subject to the satisfactory delivery of services in accordance with the agreed Terms of Reference and Contract.
- 13.2 Unless otherwise agreed in writing with the Department, the Service Provider shall submit an original invoice on the last working day of the month during which the services were rendered. Payments shall be made within thirty (30) calendar days from the date of receipt of a correct, complete and compliant original invoice. Payment shall be made by electronic funds transfer (EFT) directly into Service Provider's nominated bank account.
- 13.3 Should at any time, the services are not rendered in full and in accordance with the Contract and Terms of Reference, the Department shall have the right to adjust payment on a pro-rata basis, or withhold payment where services are not delivered satisfactorily.

14. LIABILITIES AND INDEMNITY

- 14.1 The Service Provider shall be liable for any loss, damage, or theft to the Department's premises, assets, or contents arising from the acts, omissions, or negligence of the Service Provider or its personnel during the execution of the contract.
- 14.2 The Service Provider shall indemnify the Department against any claims, losses, damages, or expenses arising from (i) injury to persons, (ii) loss of or damage to property, caused by the negligent or wrongful acts or omissions of the Service Provider or its personnel.
- 14.3 In the event of damage to carpets, furniture, equipment, or any other property resulting from the rendering of the services, the Service Provider shall repair or replace such items immediately, to the satisfaction of the Department.
- 14.4 Should the Service Provider fail to remedy such damage within a reasonable period after written notification, the Department reserves the right to undertake the necessary repairs and recover the costs from any monies due to the Service Provider.
- 14.5 The Department shall not be liable for any injury, loss, or damage suffered by the Service Provider or its personnel, unless such injury, loss, or damage is caused by the Department's proven gross negligence or wilful misconduct.

15. TAX COMPLIANCE REQUIREMENTS

- 15.1 Bidders must ensure that they are in good standing with SARS and compliant with all applicable tax obligations.
- 15.2 Bidders are required to submit their Tax Compliance Status (TCS) unique personal identification number (pin) issued by SARS to enable the organ of the state to view the taxpayer's profile and tax status.
- 15.3 Application for tax compliance status (TCS) or pin may also be made via SARS eFiling. To use this provision, bidders must register with SARS as e-filers through the website www.sars.gov.za.
- 15.4 A bidder may also submit a printed Tax Compliance Status (TCS) together with the bid proposal.
- 15.5 In proposals where consortia / joint ventures / sub-contractors are involved, each party must submit separate proof of TCS / pin / CSD number.
- 15.6 Where no TCS is available, but the bidders is registered on the Central Supplier Database (CSD), a valid CSD number must be provided for verification of tax compliance status.

16. DOCUMENTATION

- 16.1 No documentation.

17. **COST / PRICING REQUIREMENTS**

- 17.1 The bidders are required to submit a detailed and firm pricing proposal for the execution of the services as described in the Terms of Reference.
- 17.2 Bidders must provide a ceiling price (all inclusive) based on the duration of the contract, inclusive of all costs, expenses and applicable taxes. The total cost must be VAT inclusive and quoted in South African Rands (ZAR).
- 17.3 Bidders should provide hourly rates in line with the applicable guidelines prescribed by Department of Public Service and Administration (DPSA), Auditor- General (AG) or the relevant professional regulatory body.
- 17.4 Bidders must provide (Subsistence & Travel (S&T)) rates in alignment with applicable National Treasury instruction, including:
- (i) Hotel Accommodation, not exceeding R1,700 per night per person, inclusive of breakfast, dinner, and parking.
 - (ii) Air travel shall be restricted to economy class.
 - (iii) Claims for kilometres may not exceed the rates approved by the Automobile Association of South Africa (AA).

18. **BRIEFING SESSION**

- 18.1 All prospective bidders are required to attend a compulsory site briefing session as follows:
- (i) Place and Address: **Department of Mineral and Petroleum Resources, Kwa-Zulu Natal Regional Office, 12 Joe Slovo Drive, Durban.**
 - (ii) Date and Time: **21 September 2026 at 11:00**
- 18.2 Prospective bidders must ensure that they sign an attendance register during the compulsory site briefing session, to confirm attendance.
- 18.3 Failure to attend the compulsory site briefing session and/or sign the attendance register may render the bid non-responsive and may result in disqualification.

19. **FORMAT FOR SUBMISSION OF PROPOSALS**

- 19.1 Prospective bidders are required to submit one (1) original and 1 copy of the technical proposal.
- 19.2 The original and copies must be clearly marked as "Original" and "Copy" respectively.
- 19.3 All proposals must be clearly indexed, with a table of contents, to allow for ease of reference and evaluation.

20. **CLOSING DATE AND SUBMISSION**

- 20.1 Bid proposals must be submitted on or before **07 October 2026** at **11:00**, at the Department of Mineral and Petroleum Resources, Trevenna Campus, Block 2C, 70 Meintjies Street, c/o Meintjies and Francis Baard Street, Sunnyside, Pretoria.
- 20.2 Late bid submissions will not be accepted and will be disqualified.

21. **ENQUIRIES**

- 21.1 All general enquiries regarding the bid documents must be directed to:
Ms Tebogo Katjeni or Lucia Nkhethoa
Tel No: (012) 444 3197 or 012 444 3778
E-mail: Tebogo.Katjeni@dmp.gov.za or Lucia.Nkhethoa@dmp.gov.za
- 21.2 Technical enquiries regarding the scope of work must be directed to:
Mr Kwena Makgohlo or Mr Ngwanabanna Maleka
Tel No: (012) 444 3102 or (012) 444 3360
E-mail: Kwena.Makgohlo@dmp.gov.za or Ngwanabanna.Maleka@dmp.gov.za