



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: RFP FOR TOTAL FACILITIES MANAGEMENT SERVICE PROVIDERS PANEL FOR A PERIOD OF SIXTY (60) MONTHS

BID NO: H25/008PF

Closing Date: 20 February 2026
Closing Time: 11:00AM

Bid Briefing Meeting Date: 10 February 2026

Bid Briefing Meeting time: 11.00 AM

Tenderers CSD No:

Name of the Tenderer:

Bid Box Address

Department of Public Works & Infrastructure
CGO Building
Corner Madiba and Bosman Street
Pretoria
0001

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**
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Email Address: Lawrence.Ramasunzi@dpw.gov.za

[Signature] 28/01/2026



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SUMMARY OF BID INFORMATION

Bid Number	H25/008PF	
Bid/ Project Description	RFP FOR TOTAL FACILITIES MANAGEMENT SERVICE PROVIDERS PANEL FOR A PERIOD OF SIXTY (60) MONTHS	
Bid Closing date & Time	20 February 2026	Closing Time: 11:00 AM
Bid Briefing Date & Time (If applicable)	<i>Date of Bid Briefing (if any)</i> 10 February 2026	<i>Time of Bid Briefing (if any)</i> 11.00 AM
Venue	152 JOHANNES RAMOKHOASE STREET, TELKOM TOWERS NORTH, PRETORIA CENTRAL, 0001, FIRST FLOOR BOARDROOM	
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 1000.00	
Procurement Plan Reference Number	ADD-2025/156	

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	RFP FOR TOTAL FACILITIES MANAGEMENT SERVICE PROVIDERS PANEL FOR A PERIOD OF SIXTY (60) MONTHS		
Bid no:		Procurement Plan Reference no:	ADD-2025/156
Advertising date:	28 January 2026	Closing date:	20 February 2026
Closing time:	11:00 AM	Validity period:	84 calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **5 EB or 5 GB or 5 ME** ** 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 **4 EB PE or 4 GB PE or 4 ME 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:	Weighting factor:
1 (A). Company experience	
<p><u>A</u></p> <p>Provide experience of similar Total Facilities Management (TFM) work as described in the Annexure C1 - Terms of Reference document under item 7 - Total Facilities Management Scope of Work. The experience gained must be a combination of hard/technical services and soft services in the last 5 years</p> <p><u>B</u></p> <p>Bidders to submit a fully completed Annexure A (Contactable reference letter) and DPW-09 (Particulars of Tenderer's Projects) in order to score points. Both Annexure A and DPW-09 must be in alignment</p> <p>Failure to submit as per items listed above under A and B will result in a zero (0) point score for the bidder.</p> <p>Points Allocation</p> <p>5 TFM Contracts or more = 5 points 4 TFM contracts = 4 points 3 TFM contracts = 3 points 2 TFM contracts = 2 points 1 TFM contract = 1 point</p>	25
1 (B). Company experience	
<p><u>A</u></p> <p>Provide experience of similar Total Facilities Management (TFM) experience as described in the Annexure C1 - Terms of Reference document under item 7 - Total Facilities Management Scope of Work. The experience gained must be a combination of hard/technical services and soft services in the last 5 years</p> <p><u>B</u></p> <p>Bidders to submit fully completed Annexure A (Contactable reference letter) and DPW-09 (Particulars of Tenderer's Projects) in order to score points. Both Annexure A and DPW-09 must be in alignment</p>	25

<p>Failure to submit as per items listed above under A and B will result in a zero (0) point score for the bidder.</p> <p>Points allocation</p> <p>80 Million TFM contract = 5 points 60 million TFM contract= 4 points 40 million TFM contract = 3 points 20 million TFM contract = 2 points 10 Million TFM contract = 1 point</p>	
<p>2. Project development team leader, qualifications, professional registration and experience</p> <p>A Bidder's MUST submit all supporting documents (comprehensive CV, Certified ID copy, certified copy of NQF Level 7 qualifications and certified professional registration certificate in built environment) to score points</p> <p>Failure to submit as per items listed above under A will result in a zero (0) point score for the bidder.</p>	10
<p>Points allocation</p> <p>5 years and more post professional registration experience and including all supporting documents listed above = 5 points</p> <p>4 years post professional registration experience including all supporting documents listed above = 3 points</p> <p>3 years post professional registration experience including all supporting documents listed above = 1 point</p>	
<p>3. Project Development Team (PDT) qualifications and experience.</p> <p>A Bidder's MUST submit all supporting documents (comprehensive CV's, Certified ID copies, certified copies of NQF Level 7 qualification) for each qualification listed below and a minimum of 3 years experience for the team members</p> <p>B</p> <ul style="list-style-type: none">1. Construction Management / Project Management2. Quantity Surveying3. Civil Engineering4. Mechanical Engineering5. Electrical Engineering6. Occupational Health and Safety <p>Failure to submit as per items listed above under A and B will result in a zero (0) point score for the bidder</p>	10
<p>Points allocation</p> <p>PDT comprising of all 6 qualifications as per B above including all supporting documents listed in A above = 5 points</p> <p>PDT comprising of 5 qualifications as per B above including all supporting documents listed in A above = 4 points</p> <p>PDT comprising of 4 qualifications as per B above including all supporting documents listed in A above = 3 points</p> <p>PDT comprising of 3 qualifications as per B above including all supporting documents listed in A above = 2 points</p> <p>PDT comprising of 2 qualifications as per B above including all supporting documents listed in A above = 1 points</p>	

4. Total Facilities Management Proposal											
<p>A Bidders to submit an efficient and effective plan/proposal on items listed below to score points.</p> <p>B</p> <p>1. TFM Mobilisation plan 2. TFM maintenance proposal plan 3. Proposal of Computer Aided Facilities Management (CAFM) system to be implemented (Letter of intent agreement with CAFM system service provider) 4. Green building proposal plan 5. Quality Management Plan specific to TFM</p> <p>Failure to submit as per items listed above under A and B will result in a zero (0) point score for the bidder</p> <p>Points allocation</p> <p>5 items listed under B= 5 points 4 items listed under B=4 points 3 items listed under B=3 points 2 items listed under B= 2 points 1 item listed under B= 1 point</p>	10										
<p>5. Bidders to submit the company's stamped bank ratings not older than 3 months to score points</p> <p>Failure to submit stamped bank rating not older than three (3) months from the relevant bank will result in a zero (0) point score for the bidder.</p> <table> <tr> <td>Bank rating A</td> <td>5 points</td> </tr> <tr> <td>Bank rating B</td> <td>4 points</td> </tr> <tr> <td>Bank rating C</td> <td>3 points</td> </tr> <tr> <td>Bank rating D</td> <td>2 points</td> </tr> <tr> <td>Bank rating E</td> <td>1 point</td> </tr> </table> <p>NB: Bidders will only be scored based on the stamped banking rating submitted of (A, B, C, D or E)</p> <p>NB: If a stamped bank letter with NO banking ratings (A, B, C, D or E) provided, the bidder will receive zero (0) points</p> <p>NB: In the case of JVs, both bidders will need to submit their stamped bank ratings and the JV will score points based on an average of the two (2) scores</p>	Bank rating A	5 points	Bank rating B	4 points	Bank rating C	3 points	Bank rating D	2 points	Bank rating E	1 point	20
Bank rating A	5 points										
Bank rating B	4 points										
Bank rating C	3 points										
Bank rating D	2 points										
Bank rating E	1 point										
Total	100 Points										

(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
(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)	

The motivation for setting a minimum functionality score of 65 is grounded in the complex and integrated nature of Total Facilities Management (TFM) services. A TFM contract combines both hard technical services—such as maintenance of electrical, mechanical, and structural systems—and soft services, including cleaning, security, landscaping, and customer-focused operational support. Because these service streams are interdependent and must operate seamlessly, the selection process requires a thorough and rigorous assessment of each bidder's capabilities. Given the strategic importance and operational risks associated with TFM delivery, a higher minimum score ensures that only bidders with demonstrated experience, strong technical

competence, and proven ability to manage multifaceted facilities environments progress to the next stage of evaluation. This threshold is critical for safeguarding service quality, ensuring compliance with regulatory and safety standards, and reducing the likelihood of service failures. Furthermore, considering the validity period of the approved panel, it is essential that the functionality criteria are set at a level that guarantees long-term value and sustainability. A higher functionality score helps ensure that panel members possess the depth of expertise, capacity, and operational maturity required to deliver consistent performance throughout the contract term. In summary, the minimum score of 65 strengthens the integrity of the evaluation process, promotes the appointment of competent and reliable service providers, and supports the organisation's objective of achieving efficient, high-quality, and integrated facilities management outcomes.

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.

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 not 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 initialed.
4.	<input type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
5.	<input checked="" type="checkbox"/>	Submission of fully completed DPW-09 (EC): Particulars of Tenderer's Projects and Annexure A : Contactable reference letter: Bidders may use 'own form' for DPW-09 (EC) however the details of all the tenderers current and previous projects must however be similar to the DPW-09 (EC) forms detail. Bidders are required to sign and date the DPW09 / 'own form' and cross-reference the documents if 'own form' is used.
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"/>	Submission of DPW-16 signed by the authorized official and completion of bid briefing attendance register To brief the bidders on the tender advertisement requirements and tender specifications
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 type="checkbox"/>	Bidders will be evaluated as per special conditions of bid (SCB-1)
12.	<input checked="" type="checkbox"/>	Attendance of compulsory briefing session
13.	<input checked="" type="checkbox"/>	Letter of Good Standing as per COID Act 130 of 1993 as Amended.
14.	<input checked="" type="checkbox"/>	- Bidder must submit a valid CIDB contractor grading designation certificate of 4EB PE or 4GB PE or 4ME PE or 5 EB or 5 GB or 5 ME or higher for Electrical Engineering Works – Building (EB) or General Buildings (GB) or Mechanical Engineering Works (ME) - Active status in CIDB Register of Contractors. - No suspensions or non-compliance history.

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"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
4.	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
5.	<input checked="" type="checkbox"/>	Submission of PA-16.1 (EC): Ownership Particulars
6.	<input type="checkbox"/>	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of DPW-03 Tender Data
7.	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups
8.	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration number on the form of offer, including proposed sub-contractors if any
9.	<input type="checkbox"/>	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2025) whichever applicable to be fully completed
10.	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11.	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12.	<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.
13.	<input checked="" type="checkbox"/>	DPW-07 must be fully completed

3.1. 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 type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input 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 (NCPPDSA)
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 years.

The tendering Service Provider's experience on comparable projects during the past 5 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, CORNER OF BOSMAN & MADIBA STREET
- A non-refundable bid deposit of R 1000.00 is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be a compulsory bid briefing meeting and all potential bidders must attend. Details of the compulsory bid briefing meeting is indicated in the table below:

Venue:	152 JOHANNES RAMOKHOASE STREET, TELKOM TOWERS NORTH, 0001, FIRST FLOOR AUDITORIUM		
Virtual meeting link:	N/A		
Date:	<i>Date of Bid Briefing (if any)</i> 10 FEBRUARY 2026	<i>Starting time:</i> 11:00 AM	<i>Time of Bid Briefing (if any)</i> 11:00 AM

11. ENQUIRIES

11.1 Technical enquiries may be addressed to:

DPWI Project Manager	LAWRENCE RAMASUNZI	Telephone no:	N/A
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:	012 406 1510
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: 20 February 2026

Closing Time: 11:00 AM

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 time of the bid	OR	Deposited in the tender box at: The Bid Box Department of Public Works & Infrastructure CGO Building Corner of Bosman and Madiba Street
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EVALUATION ON FUNCTIONALITY

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

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:

Bid/ Project Description: RFP FOR TOTAL FACILITIES MANAGEMENT SERVICE PROVIDERS 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)

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

AND WHO IS (if applicable):

Trading under the name and style of:	AND WHO IS:
Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: 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.

Bid No:H25/008PF

Bid/ Project Description: RFP FOR TOTAL FACILITIES MANAGEMENT SERVICE PROVIDERS 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:H25/008PF

Bid/ Project Description: RFP FOR TOTAL FACILITIES MANAGEMENT SERVICE PROVIDERS 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:H25/008PF

Bid/ Project Description: RFP FOR TOTAL FACILITIES MANAGEMENT SERVICE PROVIDERS 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:H25/008PF

Bid/ Project Description: RFP FOR TOTAL FACILITIES MANAGEMENT SERVICE PROVIDERS PANEL FOR A PERIOD OF SIXTY (60) MONTHS

REFER TO ANNEXURE C1 – TERMS OF REFERENCE



PRICING SCHEDULE/ BILL OF QUANTITIES

Bid no:H25/008PF

Bid/ Project Description: RFP FOR TOTAL FACILITIES MANAGEMENT SERVICE PROVIDERS PANEL FOR A PERIOD OF SIXTY (60) MONTHS

N/A



DPW – 03 (EC) TENDER DATA

Bid no:H25/008PF

Bid/ Project Description: RFP FOR TOTAL FACILITIES MANAGEMENT SERVICE PROVIDERS 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



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

YES NO

2.1.2 If so, furnish particulars:

.....
.....

2.2 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

2.2.1 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.

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
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

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			
3			
4			
5			
6			
7			
8			
9			
10			

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

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 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____
- 6 _____
- 7 _____
- 8 _____

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)*



in *his/her Capacity as: _____

in *his/her Capacity as: _____

(position in the Enterprise)

B. Mr/Mrs/Ms: _____

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			

	Name	Capacity	Signature
2			
3			
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10			
11			
12			
13			

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:	RFP FOR TOTAL FACILITIES MANAGEMENT SERVICE PROVIDERS PANEL FOR A PERIOD OF SIXTY (60) MONTHS		
Tender / Quotation no:		Reference no:	ADD-2025/156

Date Bid Briefing Meeting: 10 February 2026

Time of Bid Briefing Meeting: 11:00 AM

Venue: 152 Johannes Ramokhoase Street, Telkom Towers North, Pretoria Central, 0001, First Floor Auditorium

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

PA-16.1 (EC)

PA-16.1 (EC): OWNERSHIP PARTICULARS

NB: 1. This form is to be read with the Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2011, the Notice and Invitation to Tender and the Tender Data pertaining to this Tender, and completed according to the definitions and information contained in said documents.

2. Failure to complete this form may result in the tender being disqualified.

Project title:	RFP FOR TOTAL FACILITIES MANAGEMENT SERVICE PROVIDERS PANEL FOR A PERIOD OF SIXTY (60) MONTHS
Tender no:	H25/008PF

1. PARTICULARS OF TENDERER

Name of Tendering Entity (the Tenderer):
(must correspond with the Form of Offer and Acceptance DPW-07 (EC) in Section C.1)

Physical Address:	Postal Address:
.....
.....
.....
.....

Company/CC Registration No:	Tenderer's Income Tax Reference No:
.....
Company VAT Registration No:	

Name of the duly authorized Representative of the Tenderer:
(must correspond with the Resolution PA-15.1, PA-15.2 and/or PA-15.3)

Telephone:	Facsimile:
.....

Is the Tenderer a public* or private company?

(*Preference points may not be awarded to public companies)

2. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP, PRE 1994 ELECTION FRANCHISE-STATUS AND OWNERSHIP, AS RELEVANT

Name #	Identity/Registeri on Number	Citizenship ##	HDI-Status ###		Date of Ownership	Percentage Owned	Percentage Voting	Percentage of time devoted to the Tendering Entity
			Qualify as HDI by virtue of not having had any franchise in elections prior to 1983 or 1994	<input type="checkbox"/> Yes <input type="checkbox"/> No				
1.				<input type="checkbox"/> Yes <input type="checkbox"/> No				
2.				<input type="checkbox"/> Yes <input type="checkbox"/> No				
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No				
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No				
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No				
6.				<input type="checkbox"/> Yes <input type="checkbox"/> No				
7.				<input type="checkbox"/> Yes <input type="checkbox"/> No				
8.				<input type="checkbox"/> Yes <input type="checkbox"/> No				
9.				<input type="checkbox"/> Yes <input type="checkbox"/> No				
10.				<input type="checkbox"/> Yes <input type="checkbox"/> No				
11.				<input type="checkbox"/> Yes <input type="checkbox"/> No				
12.				<input type="checkbox"/> Yes <input type="checkbox"/> No				

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 Internal & External Use
Effective date January 2020
Version: 2.0

PA-16.1 (EC)

- # 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
- ## state "Yes" or "No" (refer to definitions contained in the PPPF Act, 2000 (Act 5 of 2000) and the Preferential Procurement Regulations, 2011)

3 The following documentation must be included in the tender as part of the Returnable Documents. Failure to provide the said documentation may result in the tender being disqualified.

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender:
a. A Close Corporation, incorporated under the Close Corporation Act, 1984 (Act 69 of 1984)	Certified copies of the Founding Statement – CK1
b. A private Company having share capital, incorporated under the Companies Act, 1973 (Act 61 of 1973) [including Companies incorporated under Art 53(b)]	Certified copies of: i. Certificate of Incorporation – CM1, and ii. Shareholders Certificates of all Members of the Company, plus a signed statement of the Company's Auditor, certifying each Member's ownership /shareholding percentage relative to the total.
c. A private Company having share capital, incorporated under the Companies Act, 1973 (Act 61 of 1973) in which any, or all, shares are held by another Close Corporation or Company with or without share capital	Certified copies of documents referred to in a. and/or b. above in respect of all such Close Corporation(s) and/or Company(ies).
d. A public Company having share capital, incorporated under the Companies Act, 1973 (Act 61 of 1973) [including Companies incorporated under Art 21]	A signed statement of the Company's Secretary confirming that the Company is a public Company.
e. A natural person or a Partnership	Certified copy of the Identity Document of: i. such natural person, or ii. each of the Partners to the Partnership.
f. A Trust	Deed of Trust.

4. Identify by name, HDI-status and length of service, those individuals (including Owners and non-Owners) responsible for the day-to-day management and business decisions:

Name	HDI-status ####			Length of service (years)
	Qualify as HDI by virtue of not having had any franchise in elections prior to 1983 or 1994	Qualify as HDI by virtue of being female	Qualify as HDI by virtue of having a disability	
FINANCIAL DECISIONS				
Cheque signing	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Signing & Co-signing for loans	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Acquisition of lines of credit	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Sureties	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Major purchase or acquisitions	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Signing contracts	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
MANAGEMENT DECISIONS				
Estimating	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Market and sales operations	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Hiring and firing of management personnel	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No

PA-16.1 (EC)	
Supervision of office personnel	<input type="checkbox"/> Yes <input type="checkbox"/> No
Supervision of Field / Production activities	<input type="checkbox"/> Yes <input type="checkbox"/> No

state "Yes" or "No" (refer to definitions contained in the PPPF Act, 2000 (Act 5 of 2000) and the Preferential Procurement Regulations, 2011)

5. If this tender offer is submitted by a Consortium or Joint Venture, provide the following information regarding the Participation Parameter of each of the Tendering entities relative to the project tendering for:

Name of Consortium / Joint Venture Partner	Participation Parameter expressed as a percentage
1.%
2.%
3.%
4.%
5.%

NB: If submitting a tender offer in Consortium or Joint Venture, a copy of the proposed Consortium or Joint Venture Agreement must be submitted together with the Offer for scrutiny purposes during the Evaluation stage. All other requirements for deliverable documents pertaining to Consortium / Joint Ventures, as described in the Tender Data, must, in addition hereto, be adhered to. Information required in Sections 1 to 5 of this form must be provided separately in respect of each Consortium or Joint Venture Partner.

6. List the following personnel or external firms who provide the following services:

Service	Name	Contact Person	Telephone

PA-16.1 (EC)	
Accounting	
Legal	
Auditing	
Banking	
Insurance	

7. DECLARATION:

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

- 7.1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 7.2 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, 2011, 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;
- 7.3 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;
- 7.4 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;
- 7.5 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;
- 7.6 The Tenderer understands that, once the tender herein has been awarded and it is later detected by the Employer that a preference relating to Ownership in terms of the Act and Regulations has been intentionally misrepresented or fraudulently claimed, the Employer will have recourse against such party as stipulated in Regulation 15 of the Preferential Procurement Regulations, 2011 and/or to impose a penalty amount equal to Y%, of the Offered Total of Prices (inclusive of Value Added Tax) tendered in the Form of Offer and Acceptance (section C1.1), calculated separately for each Ownership category misrepresented or fraudulently claimed; where Y is the maximum number of points allocated for each individual Ownership description provided in the Notice and Invitation to Tender (PA-04 EC), to a combined maximum of 10%. Furthermore, failure to achieve the tendered Contract Participation Goal will be penalized by a penalty amount as described in the Tender and Contract Conditions Pertaining to Contract Participation Goal (Participation of Targeted Enterprises) (PA-16.2 EC).

Signed by the Tenderer

Name of representative	Signature	Date

DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	RFP FOR TOTAL FACILITIES MANAGEMENT SERVICE PROVIDERS PANEL FOR A PERIOD OF SIXTY (60) MONTHS		
Tender / Quotation no:	H25/008PF	Reference no:	ADD-2025/156

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

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				
2.			<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				
4.			<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				
6.			<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				
8.			<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				
10.			<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:	RFP FOR TOTAL FACILITIES MANAGEMENT SERVICE PROVIDERS PANEL FOR A PERIOD OF SIXTY (60) MONTHS		
Tender / Quotation no:	Closing date: 20 February 2026		Time: 11:00 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)
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. 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 (NCPPDSA)
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

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$80/20$	or	$90/10$
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}}\right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}}\right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 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 property
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs



1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....**SIGNATURE(S) OF TENDERER(S)**

SURNAME AND NAME:

DATE:

ADDRESS:

.....
.....
.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

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

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> <ul style="list-style-type: none"> i. before 27 April 1994; or ii. on 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"	<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

Stamp Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

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

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

Stamp Commissioner of Oath

**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 % _____ %

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)	

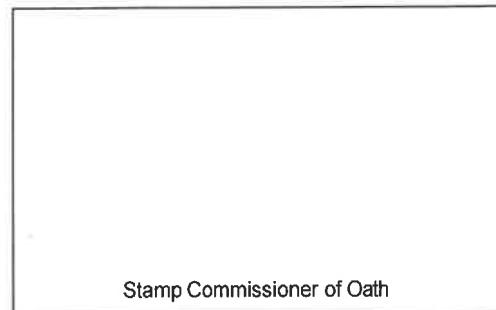
5) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

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



FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1. *The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:*

1.1.1. *"Additional Services" are increases in the quantity of the routine Services detailed in the Scope of Works.*

1.1.2. *"Bill of Quantities" means the document so designated in the Pricing Data that describes the Services and indicates the quantities and rates associated with each item which the Employer agrees to pay the Service Provider for the Services completed;*

1.1.3. *"Certificate of Completion" means the certificate issued by the Service Manager signifying that the Contract has expired;*

1.1.4. *"Commencement Date" means the date on when the Service Provider is notified of the Employer's acceptance of its offer;*

1.1.5. *"Contract" means the Contract signed by the Parties and of which these Conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;*

1.1.6. *"Contract Data" means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract;*

1.1.7. *"Contract Period" is from Commencement Date for the period stated in the Contract Data;*

1.1.8. *"Contract Price" means the price to be paid for the Services in accordance with the Pricing Data, subject to such additions thereto or deductions there from as may be made from time to time under the provisions of the Contract;*

1.1.9. *"Contract Sum" refers to the amount stated by the Service Provider in the Form of Offer and Acceptance;*

1.1.10. *"CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods as stated in the Contract Data;*

1.1.11. *"Day" means a calendar day;*

1.1.12. *"Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Service Provider by the Employer;*

1.1.13. *"Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;*

1.1.14. *"Equipment" includes all appliances, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering, completion or defects correction of the Services but does not include materials;*

1.1.15. *"Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omission thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;*

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

2. **INTERPRETATION**
- 2.1. *In this Contract, except where the context otherwise requires:*
 - 2.1.1 *The masculine includes the feminine and the neuter, vice versa;*
 - 2.1.2 *The singular includes the plural; and vice versa*
 - 2.1.3 *Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.*
- 2.2. *The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.*

- 2.3. *Words and phrases defined in any clause shall bear the meanings assigned thereto.*
- 2.4. *The various parts of the Contract are severable and may be interpreted as such.*
- 2.5. *The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.*
- 2.6. *If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.*

3. DURATION

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

4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

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

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- 5.1. *The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.*
- 5.2. *The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.*
- 5.3. *The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.*
- 5.4. *The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.*
- 5.5. *Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.*

- 5.6. *The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.*
- 5.7. *The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.*
- 5.8. *During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.*
- 5.9. *Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.*

6. SERVICE MANAGER

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

7. SECURITY

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

8. SECURITY CLEARANCE

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

9. CONFIDENTIALITY

- 9.1. *The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in*

any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:

- 9.1.1 *the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof, either in whole or in part; and/or*
- 9.2.1 *the Employer shall be entitled to cancel the Contract*
- 9.2. *The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:*
 - 9.2.1 *employees, officers and directors of the Service Provider; and*
 - 9.2.2 *any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.*
- 9.3. *The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.*
- 9.4. *The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.*
10. **AMBIGUITY IN DOCUMENTS**
 - 10.1. *The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and, if necessary, rectified by the Service Manager who shall thereupon issue to the Service Provider a written explanation giving details of the adjustments, if any, and a written instruction directing what Service, if any, is to be delivered.*
11. **INSURANCES**
 - 11.1. *It is the responsibility of the Service Provider to assess his risks on this project and to ensure that he obtains and maintains the adequate insurances to cover such risks.*
12. **ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES**
 - 12.1. *The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).*
 - 12.2. *The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data*
 - 12.3. *Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.*



- 12.4. *The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.*
- 12.5. *If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.*

13. PROGRAMME

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

14. SUBCONTRACTING

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

15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

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

16. COMPLIANCE WITH LEGISLATION

- 16.1. *This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.*
- 16.2. *All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.*

- 16.3. *Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.*
- 16.4. *The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.*
- 16.5. *It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.*
- 16.6. *The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.*

17. REPORTING OF INCIDENTS

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

18. NUISANCE

- 18.1. *The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.*
- 18.2. *The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.*

19. MATERIALS, WORKMANSHIP AND EQUIPMENT

- 19.1. *All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.*
- 19.2. *The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.*
- 19.3. *The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.*

- 19.4. *All costs for tests carried out shall be deemed to be included in the Service Provider's prices*
- 19.5. *Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.*
20. **URGENT WORK**
 - 20.1. *The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to no act or omission on the part of the Service Provider.*
 - 20.2. *If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.*
 - 20.3. *If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.*
 - 20.4. *If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.*
21. **INDEMNIFICATIONS**
 - 21.1. *The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:*
 - 21.1.1 *personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;*
 - 21.1.2 *loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;*
 - 21.1.3 *any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.*
 - 21.2. *The Employer accepts liability for all acts or omissions of its employees, agents or representatives.*
22. **VARIATIONS**
 - 22.1. *The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.*
 - 22.2. *No variation by the Employer of whatever nature shall vitiate the Contract.*
 - 22.3. *Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.*
 - 22.4. *The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.*

- 22.5. *Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 22.6. *If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.*
- 22.7. *The Additional Services will be valued at the rates in the Pricing Data.*

23. IDENTIFIED PROJECTS

- 23.1. *The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.*
- 23.2. *The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.*
- 23.3. *Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 23.4. *If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.*
- 23.5. *In respect of the Identified Projects, the written instruction referred to in 23.3 shall:*
 - (a) *describe the services/works required to be executed by the Service Provider under the Identified Project;*
 - (b) *state the due commencement and completion dates of the relevant Identified Project;*
 - (c) *state the total cost of the relevant Identified Project as agreed to between the Parties;*
and
 - (d) *any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.*
- 23.6. *Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.*
- 23.7. *Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.*
- 23.8. *Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.*
- 23.9. *If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.*

23.10 If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.

23.11 If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

$$V = (Nw - Nn) + (Rw - Rn) \times$$

V = Delays due to rain in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded

Rw = Actual rainfall in mm for the calendar month under consideration.

Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.

Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.

X = 20, unless otherwise provided in the project specifications.

Y = 10, unless otherwise provided in the project specifications.

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

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

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

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

Accurate rain gaugings shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Service Manager, and the Contractor shall, at his own expense,

take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

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

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

24. SUSPENSION OF THE SERVICES

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

25. PENALTY FOR NON-PERFORMANCE

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

25.3 *The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.*

26. PAYMENTS

26.1 *The Service Manager will evaluate the Service Provider's performance on a monthly basis.*

26.2 *The Service Provider shall submit a monthly certificate taking into account the following:*

26.2.1 *the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;*

26.2.2 *adjustments in terms of the pricing data;*

26.2.3 *additional work rendered by the Service Provider;*

26.2.4 *CPAP adjustment where stated in the Contract Data; and*

26.2.5 *VAT. Vat will be indicated separately in all documents.*

26.3 *If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2,5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)*

26.4 *The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.*

26.5 *The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:*

i. *Deductions for penalties;*

ii. *Deductions for overpayments;*

iii. *Deductions for retention*

iv. *Deductions for damages.*

26.6 *The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.*

26.7 *If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.*

26.8 *The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.*

26.9 *With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.*

26.10 *If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.*

- 26.11 *All the work shall be evaluated in accordance with the provisions of the Pricing Data.*
- 26.12 *In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.*
- 26.13 *Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.*

27. RELEASE OF SECURITY

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

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

- 27.2.1 *annually in equal portions, subject to 27.2.2 and 27.2.3;*
- 27.2.2 *95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;*
- 27.2.3 *the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.*

27.3 *If the form of security selected is:*

- (a) *a retention of 2.5% of the Contract Sum (excl. VAT); or*
- (b) *a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),*

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

- 27.3.1 *annually in equal portions, subject to 27.3.2 and 27.3.3;*
- 27.3.2 *95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;*
- 27.3.3 *the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.*

28. OVERPAYMENTS

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

29. COMPLETION

- 28.1 *At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.*
- 29.2 *At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.*
- 29.3 *Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:*
 - 29.3.1 *The Guarantee shall be returned, if applicable.*
 - 29.3.2 *The final cash deposit or retention, whichever is applicable, shall be reduced to zero.*
30. **ASSIGNMENT**
 - 30.1 *The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.*
 - 30.2 *Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.*
31. **INDULGENCES**
 - 31.2 *No extension of time, latitude or other indulgences which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Contract, or affect such Party's rights; or prevent such Party from strictly enforcing due compliance with each and every provision of this Contract.*
32. **OWNERSHIP AND PUBLICATION OF DOCUMENTS**
 - 32.1 *The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.*
 - 32.2 *The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.*
 - 32.3 *The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.*
 - 32.4 *In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.*
 - 32.5 *The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of*

any copyright or any other intellectual property right in connection with the work outlined in this Contract.

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

33. BREACH OF CONTRACT

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

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

33.1.2 To terminate this Contract without prejudice to any other rights it may have;

33.1.3 To suspend further payments to the Service Provider;

33.1.4 To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.

33.2 The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.

33.3 In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after ten (10) days' written notice calling for rectification of the breach, the Service Provider shall be entitled to:

33.3.1 enforce strict compliance with the terms and conditions of the Contract; or

33.3.2 terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.

34. STOPPAGE AND/OR TERMINATION OF CONTRACT

34.1 The Employer reserves the right to terminate this Contract or temporarily stop the Services, or any part thereof, at any stage of completion.

34.2 The Employer shall have the right to terminate this Contract without prejudice to any of its rights upon the occurrence of any of the following acts:

34.2.1 on breach of this Contract by the Service Provider as stipulated in Clause 33;

34.2.2 on commencement of any action for the dissolution and/or liquidation of the Service Provider, except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;

34.2.3 if the Service Provider receives a court order to be placed under judicial management or to commence liquidation proceedings that is not withdrawn or struck out within five (5) days;

- 34.2.4 if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;
- 34.2.5 if the Service Provider informs the Employer that it is incapable of completing the Services as described; or
- 34.2.6 if in the opinion of the Employer the Service Provider acted dishonestly;

34.3 The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.

34.4 Further, the Contract shall be considered as having been terminated:

- 34.4.1 where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or
- 34.4.2 if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.

34.5 Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:

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

35. DISPUTE RESOLUTION

35.1 In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.

35.2 If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.

35.3 The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.

35.4 Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.

35.5 The Parties shall appoint the mediator within 21 days of agreeing to mediate.

- 35.6 *On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.*
- 35.7 *If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.*
- 35.8 *If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.*
- 35.9 *If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.*
- 35.10 *Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.*

36. GENERAL

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

37. DOMICILIUM CITANDI ET EXECUTANDI

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



37.6 *Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.*

Annexure A



ANNEXURE A – CONTACTABLE REFERENCE LETTER

Bidder's to submit fully completed reference letter completed by contactable referee in alignment to DPW-09

Referee Company Legal Name:

Bidder's Legal Name:

Bid Description (reference provided for):

Describe the type of works done:

Project Start Date: Project End Date:

Contract Amount:

Rate Service Provider (Put a mark to the relevant score)

Indicator	Excellent	Very good	Good	Poor	Unacceptable
Score	5	4	3	2	1

Would you use the service provider again: Yes / No

Referee Contact Person:

REFeree STAMP

Referee Designation:

Referee Contact number:

Referee Email:

I hereby declare to the best of my knowledge, information completed above is true and correct.

Bidder's referee signature: Date:

Annexure C1

ANNEXURE C1 - TERMS OF REFERENCE

RFP FOR TOTAL FACILITIES MANAGEMENT SERVICE PROVIDERS PANEL FOR A PERIOD OF 60 MONTHS

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1. DEFINITIONS AND ACRONYMS

1.1. DEFINITIONS

The following terms are relevant to this document:

Asset is a resource owned or controlled by an entity as a result of past events and from which future economic benefits or service potential are expected to flow to the entity.

Asset Type means Grouping of assets having common characteristics that distinguish those assets as a group or class.

Asset Register means a record of asset information considered worthy of separate identification for both asset accounting and management purposes including inventory, historical, financial, condition and construction, technical and financial information about each.

Note: the unit of account in an asset register is a component (see definition of a component).

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 recognised and measured (valued) in the organisation's asset register as a unique asset record, in accordance with the requirements of GRAP 17 to componentise assets.*

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

Client means any person for whom the maintenance work is performed;

Notes

- a) **Every person or entity who enters into a contract to have maintenance work executed on their behalf.**

Competent person: means a person who-

- a) Has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications specific to that task or work being performed. Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualification Authority Act,

1995 (Act no. 58 of 1995) those qualifications and training must be regarded as the required qualifications and training; and

- b) Is familiar with the Act and with the applicable regulations made under the Act;

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 (planned or unplanned) 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 is a maintenance task performed to identify, isolate, and rectify a fault so that the failed equipment, machine, or system can be restored to an operational condition within the tolerance or limits established for in-service operations. This may be informed by inspections and/or running checks, as well as end-user's complaints.

Deferred Maintenance: The portion of planned maintenance work necessary to maintain the service potential of an asset that has not been undertaken in the period in which such work was scheduled to be undertaken.

Emergency Procurement: This may occur when there is a serious and unexpected situation that poses an immediate risk to health, life, property or environment which calls for an urgency to action and there is insufficient time to invite competitive bids. The approving authority are as guided by national Treasury and adopted by the accounting Officer/Accounting Authority. Poor planning is a not a justifiable cause for an emergency procurement.

Critical component means a component, a system of components that due to their importance in the continued proper operation of the device or equipment, have been designated by the manufacture or client as requiring special fabrication, maintenance, inspection or operation.

Critical equipment means equipment that due to their importance in the continued proper operation of the facility, have been designated by the client as requiring special maintenance, inspection or operation.

Elements: Elements are defined as major features, common to most facilities which usually perform a given function regardless of the design, specification, construction method or materials used, thus facilitating the use of information obtained from a facility when estimating the cost of other similar facilities.

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.

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.

Hazard means a source of exposure to danger.

Immediate maintenance: carried out without delay after a fault has been detected to avoid unacceptable consequences.

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.

Machinery means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, transforming, transmitting, transferring, or controlling any form of energy.

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 recognised 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.

Minor repairs: includes, sub-components replacements, minor refurbishments and minor rehabilitations.

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.

Plant includes fixtures, fittings, implements, equipment, tools and appliances, and anything which is used for any purpose in connection with such plant.

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

Preventative maintenance means maintenance carried out regularly or at pre-determined intervals, or corresponding to prescribed criteria, and intended to reduce the probability of unexpected failure or the performance degradation of equipment and assets in order to keep them running thus preventing costly unplanned downtime. Preventative maintenance is planned or carried out on opportunity before a problem occurs.

End User / Client Department: A national or provincial department that uses or intends to use an immovable asset in support of its service delivery objectives and includes a custodian in relation to an immovable asset that it occupies or intends to occupy, represented by the

Minister of such national department, Premier of a province or MEC of such provincial department, so designated by the Premier of that province.

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 minimise management duplication and streamline interoperability of facility services. This mode of contracting also provides a single point of contact for the client organisation, thereby ensuring that the clients have improved availability across all services for the building or facility.

1.2. ACRONYMS

Acronym	Definition
API	Application Programming Interface
BMS	Building Management System
BOQ	Bill of Quantities
CAFMS	Computer Aided Facilities Management System
CCTV	Closed-Circuit Television
C.M	Corrective Maintenance
COC	Certificate of Compliance
DPWI	Department of Public Works and Infrastructure
DSAC	Department of Sports, Arts and Culture
ENT	Ear Nose and Throat
ERP	Enterprise Resource Planning
EVAC-U	Evacuation (chair)
FCA	Facility Condition Assessment
FCI	Facility Condition Index
GIAMA	Government Immovable Asset Management Act
HIRA	Hazard Identification and Risk Assessment
H&S	Health and Safety
HVAC	Heating Ventilation and Air Conditioning
ICU	Intensive Care Unit
IFC	Improve Facility Condition (ratio)
KPI	Key Performance Indicator
NIAMM	National Immovable Asset Maintenance Management
NIMS	National Infrastructure Maintenance Strategy
OHS	Occupational Health and Safety

Acronym	Definition
OHSA	Occupational Health and Safety Act
PACS	Picture Archiving and Communication System
PEP	Project Execution Plan
P.M.	Preventative Maintenance
PSIRA	Private Security Industry Regulatory Authority
PV	Photo Voltaic
SANS	South African National Standards
SCC	Security Control Centre
SLA	Service Level Agreement
SOP	Standard Operating Procedure
TFM	Total Facilities Management
TFMSP	Total Facilities Management Service Provider
TV	Television
QS	Quantity Surveyor
UPS	Uninterrupted Power Supply
VRF	Variable Refrigerant Flow
VRV	Variable Refrigerant Volume
WBS	Work Breakdown Structure

2. PURPOSE

The purpose of this document is to provide the 'Terms of Reference' (TOR) for the procurement of a 'REQUEST FOR PROPOSALS FOR SERVICE PROVIDER'S PANEL TO PROVIDE INTEGRATED TOTAL FACILITIES MANAGEMENT SERVICE FOR A PERIOD OF 60 MONTHS'.

The document also serves the purpose of a Service Level Agreement (SLA) between the Department of Public Works and Infrastructure and the appointed bidders on a panel for a period of thirty six (60) months, effective from the date of issuing of the appointment letter.

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:

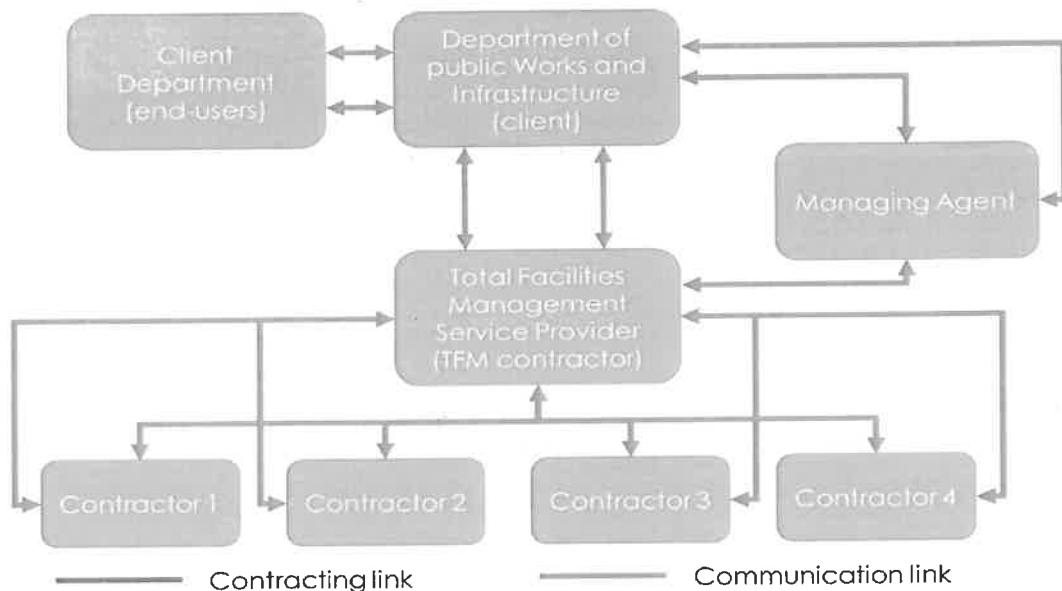
1. Increased security of business operations and mission critical areas. In today's business environment this can be a key factor for protection of both personnel and sensitive data.
2. Flexibility for adapting to any unforeseen circumstances including robust disaster recovery planning.
3. Improved accountability 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 and multiple third-party providers to a TFM solution 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 IN DPWI

TFMSPs need to be fully aware that DPWI and Client Departments (End-users) may have in-house staff / insourced or and/or outsourced some facilities management services (e.g. cleaning, security, gardening, etc.) to an external TFMSP. The appointed TFMSP will therefore be required to use commercially reasonable efforts to integrate the performance of its TFM services, with those services provided to DPWI by its own staff, or existing external TFMSPs, with the goal that the appointed TFMSP, in-house personnel and subcontracted external TFMSPs, offer a seamless, end-to-end service to DPWI facilities without material disruption.

DPWI reserves the right to appoint a consulting firm (multidisciplinary technical team) to act as a *Managing Agent* for TFM projects. Appointed TFMSPs are required to cooperate and establish a good working relationship with the *Managing Agent* to facilitate an effective and efficient project delivery. The project's interrelationships are demonstrated in the below organogram.



4.1. REGULATORY FRAMEWORK

- 4.1.1. Occupational Health and Safety Act 85 Of 1993
- 4.1.2. Construction Industry Development Board Act 38 of 2000
- 4.1.3. National Environmental Management Act, 1998 (Act No. 107 of 1998)

- 4.1.4. Public Finance Management Act, 1999 (Act No. 1 of 1999) as amended
- 4.1.5. National Infrastructure Maintenance Strategy (NIMS, 2007)
- 4.1.6. Government Immovable Asset Management Act, 2007 (Act No. 19 of 2007)
- 4.1.7. National Immovable Asset Maintenance Management Framework (NIAMM, 2016)
- 4.1.8. South African National Standards (SANS)
- 4.1.9. Construction Industry Development Board Regulations
- 4.1.10. Department of Public Works Green Building Policy (2015)
- 4.1.11. Department of Public Works Occupational Health and Safety Policy

4.2. CONDITIONS OF CONTRACT

3.3.1. Form of contract

The applicable form of contract for this Total Facilities Management Service is the General Conditions of Contract (GCC). The GCC therefore forms part of the bid / tender documents and may not be amended.

3.3.2. Special conditions of contract

The Special Conditions of Contract (SCC) relevant to this bid / tender have been compiled separately and supplement the GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

4.3. GENERAL CONSIDERATIONS

- 3.4.1. DPWI will also conduct a compulsory briefing session where bidder's queries, with regards to the project and its requirements, will be answered by the Project Manager and its team.
- 3.4.2. Should the bidders require additional information and/or clarity on a subject(s), they shall communicate with both Project Manager and SCM Practitioner via email.
- 3.4.3. 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.

3.4.4. Appointed TFMSP shall ensure, while rendering their services and during the period of contract they comply with all relevant Acts, regulations and legislative requirements.

3.4.5. Appointed TFMSP shall ensure that when conducting minor construction work, that their **contractors** comply with the relevant CIDB grading, based on the value threshold and class of work.

Designation	Works Capability
2	R1 000 000
3	R3 000 000
4	R6 000 000
5	R10 000 000
6	R20 000 000
7	R40 000 000
8	R100 000 000
9	No Limit

CIDB Grading as at October 2024

<https://www.cidb.org.za/contractors/register-of-contractors/requirements-for-grading/b>

3.4.6. Appointed TFMSP shall ensure, while rendering different TFM Services scope of works to make use of competent persons

5. 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 of a holistic technical and commercial TFM solution for its facility.

Company experience

1 (A). Company experience

Bidders to submit a fully completed Annexure A (Contactable reference letter) and DPW-09 (Particulars of Tenderer's Projects) in order to score points. Both Annexure A and DPW-09 must be in alignment

1 (B). Company experience

Bidders to submit fully completed Annexure A (Contactable reference letter) and DPW-09 (Particulars of Tenderer's Projects) in order to score points. Both Annexure A and DPW-09 must be in alignment

6. 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 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.

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 in Total Facilities Management and give details of specific roles for this project, and to possess the following:

a) *PDT Project leader, qualifications and experience*

- Project development team leader, qualifications, professional registration and experience **A**
- Bidder's MUST submit all supporting documents (comprehensive CV, Certified ID copy, certified copy of NQF Level 7 qualifications and certified professional registration certificate in built environment) to score points
- Failure to submit as per items listed above under A will result in a zero (0) point score for the bidder.

b) Project Development Team Members, qualifications and experience

A

Bidder's MUST submit all supporting documents (comprehensive CV's, Certified ID copies, certified copies of NQF Level 7 qualification) for each qualification listed below and a minimum of 3 years experience for the team members

B

1. Construction Management / Project Management
2. Quantity Surveying
3. Civil Engineering
4. Mechanical Engineering
5. Electrical Engineering
6. Occupational Health and Safety

Failure to submit as per items listed above under **A** and **B** will result in a zero (0) point score for the bidder

7. TOTAL FACILITIES MANAGEMENT SCOPE OF WORKS

The TFM scope covers various asset types (facility types) within the public sector such as: Hospitals, schools, office buildings, police stations, courts, libraries, airports, harbours, forensic science laboratories, archives and museums, as well as their ancillary infrastructure networks or systems such as water supply systems, waste water treatment, electricity distribution systems and road networks.

Prisons and military bases will require special attention on the implementation of TFM services for security reasons.

The following details the TFM scope of works per service categories:

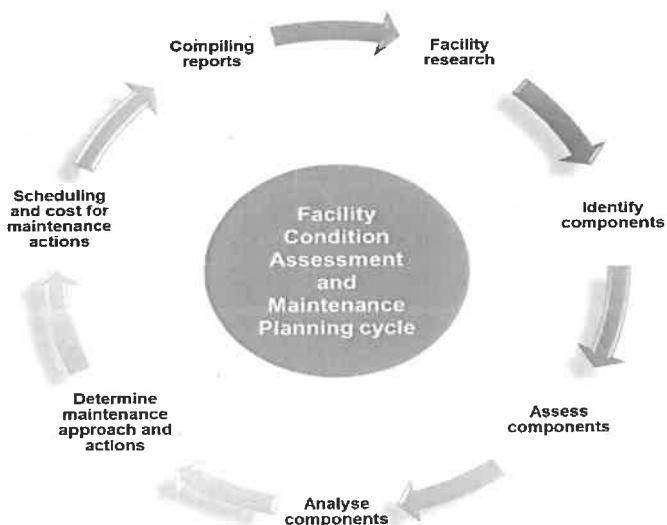
7.1. PLANNING FOR TFM

In planning for TFM, “*where no Maintenance Management Plan exists, the assets in the existing facility should be verified, the components identified and a condition assessment completed*” by the appointed TFMSP.

7.1.1. FACILITY CONDITION ASSESSMENT

The main objective of a Facility Condition Assessment (FCA) is to measure the condition and functionality factors that make the building and its components adequate in condition and appropriate for the intended use. FCA assists in the identification of the required maintenance, repairs and/or renewal to reinstate a facility (and its components) to their original performance level.

The diagram below summarises the various processes involved in a Facility Condition Assessment project.



The outputs expected from a Facility Condition Assessment report are as follow:

7.1.1.1. Individual condition assessment report per discipline (mechanical, electrical, civil-structural, architectural, others) comprising the following (but is not limited to):

7.1.1.1.1. Executive summary

7.1.1.1.2. Methodology

7.1.1.1.3. For each and every problem/defect found specify:

7.1.1.1.3.1. Problem/defect description;

7.1.1.1.3.2. Problem/defect root cause;

7.1.1.1.3.3. Problem/defect location (facility, building, floor/area, room, etc.);

7.1.1.1.3.4. Photographic evidence;

7.1.1.1.3.5. Invasive and non-invasive tests conducted and results (where applicable);

7.1.1.1.4. Recommendations;

7.1.1.1.5. Conclusions.

7.1.1.2. Facility Cost Estimates, including Activity Schedules for the critical areas of attention. Includes those components requiring repairs, refurbishment, replacement or renovations according to the findings from the FCA;

7.1.1.3. Facility Maintenance Management Plan including lifecycle costing;

7.1.1.4. Facility File comprising all the information gathered. The data should be summarised in a Facility Condition Index (FCI) that provides an objective benchmark against which DPWI can monitor changes over time.

7.1.2. COMPONENTISED ASSET REGISTER

The content of a componentised asset register should consider the following aspects (but is not limited to):

7.1.2.1. Asset identification number/ serial number ;

7.1.2.2. Physical description of the asset;

7.1.2.3. Physical parameters of the asset;

7.1.2.4. Estimated useful life;

7.1.2.5. Actual and minimum acceptable asset failure mode ratings (condition, performance, capacity and cost-of operations);

7.1.2.6. Remaining useful life;

7.1.2.7. Current and depreciated replacement cost;

- 7.1.2.8. Any statutory obligations regarding the operation and maintenance of the asset;
- 7.1.2.9. Responsible person(s);
- 7.1.2.10. Criticality rating (informed by likelihood and impact of failure);
- 7.1.2.11. Catalogue name of the component;
- 7.1.2.12. Name and contact details of the manufacturer.

7.1.3. OCCUPATIONAL HEALTH AND SAFETY (OHS) COMPLIANCE ASSESSMENTS

The following requirements need to be met when TFMSP conducts OHS assessments, and subsequent action plans:

7.1.3.1. OHS Mandatory Requirements

The TFMSP shall provide proof of registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

7.1.3.2. OHS Administrative Requirements

- 7.1.3.2.1. **Copy of the Act:** The TFMSP shall at all times keep the latest copy of the Occupational Health and Safety Act and Regulations, Act 85 of 1993 as amended (the Act). Compliance with the Act and the relevant/ applicable Regulations is imperative for the safety of everyone at work;
- 7.1.3.2.2. **OHS file:** A file must be available on-site and updated on a regular basis, and also available for inspection by the relevant authorities;
- 7.1.3.2.3. **Health and Safety Committees** – The TFMSP shall have functional Health and Safety committees for his/her establishment and ensure meetings take place as per the requirements of the Act;
- 7.1.3.2.4. **Reporting of Incidents and Occupational Diseases** – Report within seven days, every incident referred to in Section 24 of the Act to the Department of Employment and Labour, and to the Director of Occupational

Health and Safety Compliance in the Department of Public Works and Infrastructure. The above reporting shall include:

- 7.1.3.2.4.1. Recording of the incident;
- 7.1.3.2.4.2. Investigations of the said incident.

7.1.3.3. Hazard identification and risk assessment

The TFMSP shall conduct a comprehensive HIRA for their establishment by way of:

- 7.1.3.3.1. Defining and explaining activities;
- 7.1.3.3.2. Identifying hazards related to activities;
- 7.1.3.3.3. Assess the risks associated with these hazards;
- 7.1.3.3.4. Decide on Control Measures;
- 7.1.3.3.5. Review HIRA for Continuous Improvement.

The TFMSP may apply any method suitable for their establishment and apply the hierarchy of control measures as applicable.

7.1.3.4. Personal Protective Equipment

Having evaluated the risk attached to any condition which may arise from the activities as defined – shall take steps necessary to make such conditions safe. Where not practical to safeguard the conditions – Provide safety equipment and facilities to ensure that any person exposed is safe.

7.1.3.5. First aid, emergency equipment and procedures

Ensure that persons at work receive prompt first aid treatment in case of injury or emergency, by way of:

- 7.1.3.5.1. Providing a first aid box – containing suitable first aid equipment, and;
- 7.1.3.5.2. Training employees in first aid competency.

7.1.3.6. Work in confined spaces

The TFMSP shall take steps to ensure that any confined space is entered by an employee only after the air therein has been tested and evaluated by a person:

- 7.1.3.6.1. Who is competent to pronounce on the safety thereof;
- 7.1.3.6.2. Who has certified in writing that the confined space is safe and will remain safe while any person is in the confined space.

7.1.3.7. Work in elevated positions

This shall be performed safely from a ladder or scaffolding, or from a position where such person has been made as safe as if he/she were working from scaffolding.

All other regulated work shall be safely performed as prescribed by the relevant applicable Regulations and Standards incorporated in the Act (Section 44 of the Act).

General Regulations	Health Regulations	Mechanical Regulations	Electrical Regulations
Administrative	Asbestos	General Machinery	Electrical Installation Regulations
Safety	Diving	Driven Machinery	Electrical Machinery Regulation
Major Hazard Installations	Environmental Regulations for Workplaces	Lifts, Escalators & Passenger Conveyor	
Regulations for Hazardous Biological Agents	Facilities	Regulations Concerning the Certificate of Competency	
	Hazardous Chemical Substances	Vessels Under Pressure Regulations	

7.1.3.8. DPWI Facilities OHS Management

7.1.3.8.1. Building structures;

7.1.3.8.2. Critical Equipment;

7.1.3.8.3. Boilers;

7.1.3.8.4. Heating Ventilation and Air-Conditioning;

7.1.3.8.5. Lifts & Escalators;

7.1.3.8.6. Electrical Installations.

7.1.4. ENERGY EFFICIENCY AND SUSTAINABILITY ASSESSMENT (REFER TO THE DPWI GREEN BUILDING POLICY)

The TFMSP should conduct an Energy Efficiency and Sustainability Assessments, and subsequently produce a Plan, indicating the available initiatives for the project.

The plan should include (but is not limited to):

7.1.4.1. The initiatives proposed;

7.1.4.2. The resources required (budget, others);

- 7.1.4.3. The buildings/areas/structures impacted;
- 7.1.4.4. Costs vs. benefits analysis;
- 7.1.4.5. The expected energy or other sustainability improvements (savings), and;
- 7.1.4.6. The proposed project execution plan (PEP).

7.1.5. DEVELOPMENT OF A MAINTENANCE MANAGEMENT PLAN

A maintenance management plan should at least comprise the following:

- 7.1.5.1. The scope of assets included in the plan;
- 7.1.5.2. Maintenance requirements and objectives and how they relate to asset management objectives;
- 7.1.5.3. Asset criticality profile;
- 7.1.5.4. Asset failure mode status;
- 7.1.5.5. Asset risk exposure by type of failure mode at appropriate levels within the asset hierarchy;
- 7.1.5.6. The approach(es) to maintenance by asset type and/or component type as appropriate;
- 7.1.5.7. For each component type, the actions and resources required to:
 - 7.1.5.7.1. Restore each component to working order based on the assessed condition of the component (condition-based maintenance);
 - 7.1.5.7.2. Repair components that have failed (corrective maintenance);
 - 7.1.5.7.3. Prevent failure based on monitoring the condition of components (preventative maintenance);
 - 7.1.5.7.4. undertake scheduled maintenance, including the frequencies thereof (preventative maintenance); and;
 - 7.1.5.7.5. Prevent deterioration of the component based on the reliability of the component (preventative maintenance).
- 7.1.5.7.6. Costing of resource requirements;
- 7.1.5.7.7. A schedule of maintenance actions prioritised based on risk exposure (maintenance priority);

- 7.1.5.7.8. A budget for maintenance actions prioritised based on risk exposure (maintenance priority);
- 7.1.5.7.9. Maintenance management roles and responsibilities.
- 7.1.5.7.10. In addition, the Maintenance Management Plan shall include all the schedules for Soft-services and Business Support Services, as well as all Standard Operating Procedures for all the services to be rendered by the appointed TFMSP.
- 7.1.5.7.11. Lastly, TFMSP shall furnish DPWI with a monthly cash-flow projection, covering the contract period.

7.1.6. MAINTENANCE EXPENDITURE THRESHOLDS FOR HARD SERVICES

- 7.1.6.1. The following maintenance expenditure thresholds for **hard services** must be adhered to throughout this TFM Contract and must reflect in; cash flow projections and the structure of invoices to DPWI:

	Maintenance Type	% Threshold of total contract amount	Comment
1	Preventive	$\geq 70\%$	Must be equal to or exceed 70%
2	Corrective	$\leq 20\%$	Must be equal to or less than 20%
3	Minor works / repairs	$\leq 10\%$	Must be equal to or less than 10%

- 7.1.6.2. Execution of minor works / repairs, involving replacement of components / sub-components or minor refurbishments and/or rehabilitation should only be executed **on approval** by DPWI. Execution of minor works / repairs, involving replacement of components / sub-components or minor refurbishments and/or rehabilitation should only be executed in compliance to CIDB grading class of construction works and cost value range
- 7.1.6.3. The remainder of the structure of the cash flows or invoices should reflect a portion for **soft services**.

7.1.7. EXPANDED PUBLIC WORKS PROGRAMME (EPWP) & NATIONAL YOUTH SERVICE

All work created under this TFM contract wherein the annually salary threshold for each employee is less than **R1 500 000 (One million, five hundred thousand ZAR)**, shall be deemed to be work created under the Expanded Public Works Programme (EPWP). It is therefore expected that the appointed TFMSP and its sub-contractor(s) shall appoint EPWP participants in various forms of labour to execute maintenance of the facility. The following minimum guidelines are applicable for compliance:

7.1.7.1. Principles for consideration during the recruitment of EPWP participants;

- 7.1.7.1.1. EPWP participants need to be recruited in an open, fair and transparent process;
- 7.1.7.1.2. Social facilitation needs to be done in communities before recruitment;
- 7.1.7.1.3. The following targets in terms of demographics should be considered in the recruitment of EPWP participants:
 - Women (60%)
 - Youth (55%)
 - Persons with disabilities (2%)

7.1.7.2. EPWP Reporting requirements;

The TFMSP is required to report on EPWP participants on a monthly basis and provide the following information to DPWI;

- 7.1.7.2.1. Certified Identity documents;
- 7.1.7.2.2. Proof of attendance on project-signed by relevant manager;
- 7.1.7.2.3. Proof of payment of participant (Can be bank printout showing payment, signed document by each participant confirming payment or a letter from a TFMSP confirming amount payment to workers);
- 7.1.7.2.4. Bank confirmation of participants (this is an Auditor General South Africa requirement especially where Electronic Funds Transfer is provided as proof of payment);
- 7.1.7.2.5. Contract of employment for every participant-signed by all parties;

7.1.7.2.6. Signed disability declaration form when Persons with Disability are employed.

DPWI will provide a job reporting template.

7.1.8. DEVELOPMENT OF TFM PROJECT EXECUTION PLAN

Project Execution Plan for TFM needs to comprise the following approaches, tailored to suit the project requirements:

7.1.8.1. RISK MANAGEMENT PLAN. INCLUDES (BUT IS NOT LIMITED TO):

- P-PEPR .1. Risk management process or procedure
- P-PEPR .2. Tools and techniques
- P-PEPR .3. Records
- P-PEPR .4. Reporting
- P-PEPR .5. Scheduling of risk management activities
- P-PEPR .6. Roles and responsibilities
- P-PEPR .7. Scales for priority and criticality
- P-PEPR .8. Proximity
- P-PEPR .9. Risk categories
- P-PEPR .10. Risk response categories
- P-PEPR .11. Early warning indicators.

7.1.8.2. CHANGE (SCOPE CONTROL). INCLUDES (BUT IS NOT LIMITED TO):

- P-PEPCH .1. Variation orders management and change control procedure
- P-PEPCH .2. Tools and techniques
- P-PEPCH .3. Records
- P-PEPCH .4. Reporting
- P-PEPCH .5. Scheduling of Variation orders management & change control activities
- P-PEPCH .6. Roles and responsibilities
- P-PEPCH .7. Scales for priority and criticality.

7.1.8.3. QUALITY MANAGEMENT PLAN. INCLUDES (BUT IS NOT LIMITED TO):

- P-PEPQ .1. Quality management process or procedure
- P-PEPQ .2. Tools and techniques
- P-PEPQ .3. Records
- P-PEPQ .4. Reporting
- P-PEPQ .5. Timing of quality management activities
- P-PEPQ .6. Roles and responsibilities.

7.1.8.4. COMMUNICATIONS PLAN. INCLUDES (BUT IS NOT LIMITED TO):

- P-PEPCM .4. Communications management procedure
- P-PEPCM .5. Tools and techniques
- P-PEPCM .6. Records
- P-PEPCM .7. Reporting
- P-PEPCM .8. Scheduling of communication activities
- P-PEPCM .9. Roles and responsibilities.

7.1.8.5. TIME PROJECT PLAN

- P- PEPTPP 1. Tools and techniques (WBS, Gantt, etc.)
- P- PEPTPP 2. Scheduling of services
- P- PEPTPP 3. Resources required
- P- PEPTPP 4. Reporting (tracking Gantt, etc.)
- P- PEPTPP 5. Controls
- P- PEPTPP 6. Roles and responsibilities.

7.1.8.6. COST MANAGEMENT PLAN. INCLUDES (BUT IS NOT LIMITED TO):

- P- PEPCM 1. Tools and techniques (Earned Value Management, etc.)
- P- PEPCM 2. Resources required
- P- PEPCM 3. Reporting frequency
- P- PEPCM 4. Controls
- P- PEPCM 5. Roles and responsibilities.

7.2. EXECUTION OF TFM SERVICES

7.2.1. HARD SERVICES (TECHNICAL MAINTENANCE)

The TFMSP shall maintain the facilities and its components in order to minimise breakdowns and maximise habitability during normal hours of occupation.

The following maintenance types are considered (but are not limited to):

- i **Preventative Maintenance**
- ii **Corrective maintenance (emergencies/ breakdowns)**
- iii **Planned maintenance**
- iv **Immediate maintenance**
- v **Minor repairs**

The scope includes (but is not limited to) the following elements and components:

7.2.1.1. EXTERNAL FABRIC MAINTENANCE

TFMSP shall maintain all (but is not limited to) the elements and components listed on this category, ensuring that its maintenance approach minimise the likelihood of breakdowns/services disruptions and complies with regulations, legislations and standards.

7.2.1.1.1. BUILDING FACADES

- H-BF 1. Brick, block & concrete walls
- H-BF 2. Cladding (render, ceramic, paints)
- H-BF 3. Grilles, screens, louvers, etc.
- H-BF 4. Communication antennas and dishes
- H-BF 5. Doors (including ironmongery)
- H-BF 6. Special doors (including ironmongery)
- H-BF 7. Windows (including ironmongery)

7.2.1.1.2. ROOF

- H-RF 1. Roof General Repairs/Maintenance
- H-RF 2. Waterproofing to concrete roof
- H-RF 3. Waterproofing to roof sheeting
- H-RF 4. Gutters and downpipes
- H-RF 5. Eaves and verges
- H-RF 6. Trafficable surfaces
- H-RF 7. Catwalks, ladders, etc.

H-RF 8. Asbestos management

7.2.1.3. STORM WATER DRAINAGE

- H-SW 1. Surface water channelling
- H-SW 2. Piping
- H-SW 3. Ditches and culverts
- H-SW 4. Rainwater harvesting
- H-SW 5. Retention ponds
- H-SW 6. Manholes, catch pits, inspection chambers, sumps, etc.

7.2.1.4. WATER SUPPLY

Water supply systems shall be fully operational twenty-four (24) hours a day, seven (7) days a week unless specifically statutory/scheduled maintenance activity is being carried out.

Inspection, testing, and maintenance of all the components listed below shall be conducted (at all times) by either a competent person as required in the field or a person with necessary skills for the task to be performed in accordance with the statutory and regulatory requirements as well as the terms of employment.

- H-WS 1. Potable incoming main
- H-WS 2. Potable site reticulation
- H-WS 3. Non-potable reticulation
- H-WS 4. Storage tanks
- H-WS 5. Well systems, boreholes, etc.

7.2.1.1.5. BOUNDARY, SCREEN AND RETAINING WALLS

- H-BW 1. Boundary walls
- H-BW 2. Screen walls
- H-BW 3. Retaining walls
- H-BW 4. Terrace and perimeter walls

7.2.1.1.6. ROADS, PAVING, PARKING AREA, ETC.

- H-RD 1. Driveways and walkways
- H-RD 2. Roads
- H-RD 3. Parking areas
- H-RD 4. Paving
- H-RD 5. Steps, stairs and ramps
- H-RD 6. Bridges
- H-RD 7. Kerbs and gutters
- H-RD 8. Bollards
- H-RD 9. Rails and barriers
- H-RD 10. Painted lines, markings and signage
- H-RD 11. Car Parking Barriers
- H-RD 12. Handrails

7.2.1.1.7. FENCING AND RAILINGS

- H-FC 1. Fences
- H-FC 2. Railings

H-FC 3. Gates
7.2.1.1.8. MISCELLANEOUS ITEMS

- H-MI 1. Pergolas
- H-MI 2. Canopies
- H-MI 3. Decorative fountains, watercourses & drinking fountains
- H-MI 4. Swimming pools
- H-MI 5. Covering to parking
- H-MI 6. Covered walkways
- H-MI 7. Timber decks
- H-MI 8. Steel decks
- H-MI 9. Signage - Branding
- H-MI 10. Signage - Building (exterior)
- H-MI 11. Sundries

7.2.1.2. FIRE CONTROL AND FIRE PROTECTION SYSTEMS

TFMSP shall maintain all (but is not limited to) the elements and components listed on this category, ensuring that its maintenance approach minimise the likelihood of breakdowns/services disruptions, and complies with regulations, legislations and standards. Fire Suppression, Protection, and Detection systems shall be fully operational twenty-four (24) hours a day, seven (7) days a week unless specifically statutory/scheduled maintenance activity is carried-out.

Inspection, testing, and maintenance of all the components listed below shall be conducted (at all times) by either a competent person as required in the field or a person with necessary skills for the task to be performed in accordance with the statutory and regulatory requirements as well as the terms of employment.

7.2.1.2.1. FIRE PROTECTION SYSTEMS

- H- FPS 1. Extinguishers Cylinder
- H- FPS 2. Hose reels
- H- FPS 3. Hydrants pedestals, etc.
- H- FPS 4. Fire Water supply
- H- FPS 5. Fire Water storage tanks
- H- FPS 6. Fire Booster pumps
- H- FPS 7. Water supply valves
- H- FPS 8. Fire Damper Maintenance

7.2.1.2.2. SPECIAL FIRE PROTECTION SYSTEMS

- H- SFPS 1. Sprinklers (including simulation test)
- H- SFPS 2. Fire detection and alarm and also fire alarm monitoring by the Local Authority (including testing).
- H- SFPS 3. Fire evacuation drill
- H- SFPS 4. Building evacuation signage and plan
- H- SFPS 5. Foam generating
- H- SFPS 6. Fire gas suppression systems
- H- SFPS 7. Smoke ventilation/control

H- SFFPS 8. Smoke detection system

7.2.1.2.3. EXTERNAL FIRE SERVICES

- H-FX 1. Incoming main
- H-FX 2. Site reticulation
- H-FX 3. Twin booster connection
- H-FX 4. Hydrants, pedestals, etc.
- H-FX 5. Water storage tanks

7.2.1.3. INTERNAL FABRIC MAINTENANCE

TFMSP shall maintain all (but is not limited to) the elements and components listed on this category, ensuring that its maintenance approach minimise the likelihood of breakdowns/services disruptions, and complies with regulations, legislations and standards.

7.2.1.3.1. CEILINGS

- H-CL 1. Slab soffit finishes
- H-CL 2. Nailed-up ceilings
- H-CL 3. Suspended ceilings
- H-CL 4. Bulkheads
- H-CL 5. Cornices, etc.
- H-CL 6. Access panels, trapdoors, grilles, etc.

7.2.1.3.2. FLOOR FINISHES

- H-FL 1. Applied floor finishes (includes hard-surfaces, carpets, ceramic tiles, wooden, etc.)
- H-FL 2. Suspended floor finishes

- H-FL 3. Raised access floors
- H-FL 4. Stair and ramp finishes
- H-FL 5. Skirting, etc.

7.2.1.3.3. STRUCTURAL FRAME

- H-SF 1. Slabs
- H-SF 2. Ramps
- H-SF 3. Staircases and Fire Escapes
- H-SF 4. Handrails
- H-SF 5. Columns
- H-SF 6. Beams

7.2.1.3.4. INTERNAL DIVISIONS AND PARTITIONS

- H-ID 1. Shoeprints and similar glazed screens
- H-ID 2. Borrowed lights
- H-ID 3. Fixtures and fittings
- H-ID 4. Immovable partitions
- H-ID 5. Movable partitions
- H-ID 6. Toilet partitions
- H-ID 7. Hatches and access door
- H-ID 8. Rails, corner protectors, etc.
- H-ID 9. Screens, etc.
- H-ID 10. Special doors
- H-ID 11. Access Controlled doors

- H-ID 12. Automatic Doors
- H-ID 13. Fire Doors
- H-ID 14. Normal doors
- H-ID 15. Roller Shutter Doors

7.2.1.3.5. PLUMBING

Plumbing systems shall be fully operational twenty-four (24) hours a day, seven (7) days a week unless specifically statutory/scheduled maintenance activity is carried-out.

Inspection, testing, and maintenance of all the components listed below shall be conducted (at all times) by either a competent person as required in the field or a person with necessary skills for the task to be performed in accordance with the statutory and regulatory requirements as well as the terms of employment.

- H-PL 1. Sanitary fittings
- H-PL 2. Pots
- H-PL 3. Sanitary fittings sundries
- H-PL 4. Piping & valves
- H-PL 5. Duct covers
- H-PL 6. Cold water supplies
- H-PL 7. Hot water supplies
- H-PL 8. Water storage tanks
- H-PL 9. Grey Water System

7.2.1.3.6. SIGNAGE

- H-SG 1. Internal Branding
- H-SG 2. Internal H&S
- H-SG 3. Internal Information

7.2.1.3.7. MISCELLANEOUS ITEMS (INTERNAL FABRIC MAINTENANCE)

- H-ML 1. Artworks
- H-ML 2. Cabinetry
- H-ML 3. TV arms, brackets, etc.
- H-ML 4. Hospital curtain tracks, drip rails, etc.
- H-ML 5. Multiple seating
- H-ML 6. Interior landscaping
- H-ML 7. Interior seating benches, rubbish bins, etc.,
- H-ML 8. Furniture - Locks and Keys

7.2.1.4. ELECTRONIC COMPONENTS

TFMSP shall maintain all (but is not limited to) the elements and components listed on this category, ensuring that its maintenance approach minimise the likelihood of breakdowns/services disruptions, and complies with regulations, legislations and standards.

7.2.1.4.1. AUDIO VISUAL

- H-AV 1. Video Conferencing Equipment
- H-AV 2. Teleconferencing Equipment
- H-AV 3. Public Address System

7.2.1.4.2. BMS - BUILDING MANAGEMENT SYSTEMS

BMS systems shall be fully operational twenty-four (24) hours a day, seven (7) days a week unless specifically statutory/scheduled maintenance activity is carried-out.

Inspection, testing, and maintenance of all the components listed below shall be conducted (at all times) by either a competent person as required in the field or a person with necessary skills for the task to be performed in accordance with the statutory and regulatory requirements as well as the terms of employment.

7.2.1.5. ELECTRICAL COMPONENTS

TFMSP shall maintain all (but is not limited to) the elements and components listed on this category, ensuring that its maintenance approach minimise the likelihood of breakdowns/services disruptions, and complies with regulations, legislations and standards.

Electrical components shall be fully operational twenty-four (24) hours a day, seven (7) days a week unless specifically statutory/scheduled maintenance activity is carried-out.

Inspection, testing, and maintenance of all the components listed below shall be conducted (at all times) by either a competent person as required in the field or a person with necessary skills for the task to be performed in accordance with the statutory and regulatory requirements as well as the terms of employment.

7.2.1.5.1. ELECTRICAL

- H-EE 1. Earthing and Lightning Protection Systems
- H-EE 2. Emergency Lighting
- H-EE 3. Medium Voltage (MV) Installations (MV; $> 1\text{kV} \leq 44\text{kV}$)

- H-EE 4. Low Voltage (LV) Installations (LV; $\leq 1\text{kV}$)
- H-EE 5. Lighting Control Systems
- H-EE 6. Mains Supplies & Distribution Systems
- H-EE 7. Normal Lighting
- H-EE 8. Power Factor Correction Systems and Harmonic Filtering
- H-EE 9. Main switchboards
- H-EE 10. Circuit wiring
- H-EE 11. Fittings. Switches, socket outlets, isolators, etc.
- H-EE 12. Site reticulation
- H-EE 13. Incoming mains
- H-EE 14. Site communication and security
- H-EE 15. Substation and transformers
- H-EE 16. Street, walkways/or area and perimeter/or security lighting / flood lighting
- H-EE 17. Floodlighting

7.2.1.5.2. DIESEL POWERED GENERATOR SYSTEMS

Standby / Backup Generator Systems shall be available (twenty-four (24) hours a day, seven (7) days a week unless specifically statutory/scheduled maintenance activity is carried-out. Inspection, testing, and maintenance of all the components listed below shall be conducted (at all times) by either a competent person as required in the field or a person with necessary skills for the task to be performed in accordance with the statutory and regulatory requirements as well as the terms of employment.

H-DPGS 1.	Engine
H-DPGS 2.	Alternator
H-DPGS 3.	Fuel System
H-DPGS 4.	Cooling and exhaust system
H-DPGS 5.	Lubrication systems
H-DPGS 6.	Battery charger
H-DPGS 7.	Frame
H-DPGS 8.	Changeover facility, control panel and control gear
H-DPGS 9.	Bulk storage fuel tanks and filtration

7.2.1.5.3. GAS POWERED GENERATOR SYSTEMS

Standby / Backup Generator Systems shall be available (twenty-four (24) hours a day, seven (7) days a week unless specifically statutory/scheduled maintenance activity is carried-out.

Inspection, testing, and maintenance of all the components listed below shall be conducted (at all times) by either a competent person as required in the field or a person with necessary skills for the task to be performed in accordance with the statutory and regulatory requirements as well as the terms of employment.

H-GPGS 1.	Engine
H-GPGS 2.	Alternator
H-GPGS 3.	Fuel System
H-GPGS 4.	Cooling and exhaust system

- H-GPGS 5. Lubrication systems
- H-GPGS 6. Battery charger
- H-GPGS 7. Frame
- H-GPGS 8. Control gear and switching equipment
- H-GPGS 9. Bulk storage fuel tanks and filtration

7.2.1.5.4. STATIC AND ROTARY UNINTERRUPTIBLE POWER SUPPLY SYSTEMS (UPS)

UPSs shall be fully operational (twenty-four (24) hours a day, seven (7) days a week unless specifically statutory/scheduled maintenance activity is carried-out.

Inspection, testing, and maintenance of all the components listed below shall be conducted (at all times) by either a competent person as required in the field or a person with necessary skills for the task to be performed in accordance with the statutory and regulatory requirements as well as the terms of employment.

4.2.1.5.4.1 STATIC UPS

- H-SUPS 1. Static bypass system
- H-SUPS 2. Rectifier
- H-SUPS 3. Battery
- H-SUPS 4. Inverter
- H-SUPS 5. Control gear and switching equipment

4.2.1.5.5.1 ROTARY UPS

- H-RUPS 1. Diesel engine

- H-RUPS 2. Synchronous machine
- H-RUPS 3. Clutch
- H-RUPS 4. Kinetic energy accumulators
- H-RUPS 5. Choke
- H-RUPS 6. Control panel
- H-RUPS 7. Radiators
- H-RUPS 8. Bulk storage fuel tanks and filtration

7.2.1.5.5. PHOTOVOLTAIC INSTALLATION (PV)

PV installation shall be fully operational (twenty-four (24) hours a day, seven (7) days a week unless specifically statutory/scheduled maintenance activity is carried-out.

Inspection, testing, and maintenance of all the components listed below shall be conducted (at all times) by either a competent person as required in the field or a person with necessary skills for the task to be performed in accordance with the statutory and regulatory requirements as well as the terms of employment.

- H-PIPV 1. Invertors
- H-PIPV 1. Switchgear and associated controls
- H-PIPV 2. Cabling, wiring, and associated wire ways
- H-PIPV 3. Battery system
- H-PIPV 4. PV panels

7.2.1.5.6. FUEL CELL INSTALLATION

Fuel Cell installation shall be fully operational (twenty-four (24) hours a day, seven (7) days a week unless specifically statutory/scheduled maintenance activity is carried-out.

Inspection, testing, and maintenance of all the components listed below shall be conducted (at all times) by either a competent person as required in the field or a person with necessary skills for the task to be performed in accordance with the statutory and regulatory requirements as well as the terms of employment.

- H-FCI 1. Fuel cells
- H-FCI 2. Fuel tanks
- H-FCI 3. Control panel and associated gear
- H-FCI 4. Synchronous motor

7.2.1.5.7. WIND POWER GENERATION INSTALLATION

Fuel Cell installation shall be fully operational (twenty-four (24) hours a day, seven (7) days a week unless specifically statutory/scheduled maintenance activity is carried-out.

Inspection, testing, and maintenance of all the components listed below shall be conducted (at all times) by either a competent person as required in the field or a person with necessary skills for the task to be performed in accordance with the statutory and regulatory requirements as well as the terms of employment.

- H-WPGI 1. Rotor blade
- H-WPGI 2. Gear box

- H-WPGI 3. Nacelle
- H-WPGI 4. Control panel and associated gear
- H-WPGI 5. Generator

7.2.1.6. HVAC

TFMSP shall maintain all (but is not limited to) the elements and components listed on this category, ensuring that its maintenance approach minimise the likelihood of breakdowns/services disruptions, and complies with regulations, legislations and standards.

HVAC components shall be fully operational twenty-four (24) hours a day, seven (7) days a week unless specifically statutory/scheduled maintenance activity is carried-out.

Inspection, testing, and maintenance of all the components listed below shall be conducted (at all times) by either a competent person as required in the field or a person with necessary skills for the task to be performed in accordance with the statutory and regulatory requirements as well as the terms of employment.

7.2.1.6.1. WATER COOLED CHILLER HVAC SYSTEM

- H-WCCS 1. Cooling tower
- H-WCCS 2. Condenser water pumps
- H-WCCS 3. Water treatment/dosing
- H-WCCS 4. Chillers
- H-WCCS 5. Air handling unit
- H-WCCS 6. Chilled water pumping system
- H-WCCS 7. Indoor units

H-WCCS 8. Piping, valves and fittings, etc.

7.2.1.6.2. AIR COOLED CHILLER HVAC SYSTEM

- H-ACCS 1. Condenser cooling fans
- H-ACCS 2. Chillers
- H-ACCS 3. Air handling unit
- H-ACCS 4. Chilled water pumping system
- H-ACCS 5. Indoor units
- H-ACCS 6. Piping, valves and fittings, etc.

7.2.1.6.3. SINGLE DX SYSTEM

7.2.1.6.4. SPLIT SYSTEM

- H-DXSS 1. Outdoor units
- H-DXSS 2. Indoor units
- H-DXSS 3. Piping and fittings, etc.

4.2.1.6.3.1 CONSOLE/WINDOW UNIT AIR CONDITIONERS

- H-DXCW 1. Piping and fittings, etc.
- H-DXCW 2. Louvers
- H-DXCW 3. Divider plates

4.2.1.6.4.1 PACKAGED UNITS

- H-DXPU 1. Filters
- H-DXPU 2. Ductwork system
- H-DXPU 3. Condenser cooling fans

H-DXPU 4. Piping and fittings, etc.

7.2.1.6.5. VRF/VRV SYSTEMS

- H-HVR 1. Outdoor units
- H-HVR 2. Branch controller box
- H-HVR 3. Indoor units
- H-HVR 4. Piping and fittings, etc.
- H-HVR 5. Associated controls and field devices.

7.2.1.6.6. VENTILATION

- H-HVW 1. Supply and return air systems
- H-HVW 2. Ventilation and exhaust systems
- H-HVW 3. Fan extraction systems for kitchens
- H-HVW 4. Ducting and fittings, etc.

7.2.1.6.7. HEATING AND COOLING

- H-HVC 1. Heat generating systems
- H-HVC 2. Cooling generating systems
- H-HVC 3. Refrigeration Systems (including piping)
- H-HVC 4. Ice tanks
- H-HVC 5. Ducting and fittings, etc.

7.2.1.7. STEAM AND HEAT GENERATING SYSTEMS

TFMSP shall maintain all (but is not limited to) the elements and components listed on this category, ensuring that its maintenance approach minimise the likelihood of breakdowns/services disruptions, and complies with regulations, legislations and standards.

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The components listed below shall be fully operational twenty-four (24) hours a day, seven (7) days a week unless specifically statutory/scheduled maintenance activity is carried-out.

Inspection, testing, and maintenance of all the components listed below shall be conducted (at all times) by either a competent person as required in the field or a person with necessary skills for the task to be performed in accordance with the statutory and regulatory requirements as well as the terms of employment.

7.2.1.7.1. BOILERS

H-BL 1.	Shell
H-BL 2.	Chain grate Stoker
H-BL 3.	Stoker motor
H-BL 4.	Pressure sensors
H-BL 5.	Forced draught fan
H-BL 6.	Forced draught motor
H-BL 7.	Induced draught fan
H-BL 8.	Induced draught motor
H-BL 9.	Main steam valve
H-BL 10.	Control panel
H-BL 11.	Feed water pump
H-BL 12.	Feed water tanks
H-BL 13.	Blow down valve
H-BL 14.	Water level sensors

- H-BL 15. Level gauge
- H-BL 16. Economizer
- H-BL 17. Smoke Stack
- H-BL 18. Piping, steam traps and fittings, etc.

7.2.1.7.2. OTHER STEAM AND HEAT GENERATING SYSTEMS

- H-SH 1. Steam and condensate distribution
- H-SH 2. Geysers
- H-SH 3. Solar heating
- H-SH 4. Heat pumps
- H-SH 5. Booster pumps

7.2.1.8. CONVEYANCE SYSTEMS

TFMSP shall maintain all (but is not limited to) the elements and components listed on this category, ensuring that its maintenance approach minimise the likelihood of breakdowns/services disruptions, and complies with regulations, legislations and standards.

The components listed below shall be fully operational twenty-four (24) hours a day, seven (7) days a week unless specifically statutory/scheduled maintenance activity is carried-out.

Inspection, testing, and maintenance all the components listed below shall be conducted (at all times) by a competent lift mechanic through a competent lift service provider.

7.2.1.8.1. PASSENGER LIFTS

- H-PL 1. Machinery and controls

H-PL 2.	Shaft area
H-PL 3.	Car

7.2.1.8.2. FIREMAN LIFTS

H-FL 1.	Machinery and controls
H-FL 2.	Shaft area
H-FL 3.	Car

7.2.1.8.3. GOODS LIFTS

H-GL 1.	Machinery and controls
H-GL 2.	Shaft area
H-GL 3.	Car

7.2.1.8.4. HOISTS LIFTS

H-HL 1.	Machinery and controls
H-HL 2.	Shaft area/ support structure (with safe working load)
H-HL 3.	Car

7.2.1.8.5. LIFTS - CATERING (DUMB-WAITER)

H-DW 1.	Machinery and controls
H-DW 2.	Shaft area
H-DW 3.	Car

7.2.1.8.6. CHUTES

H-CH 1.	Garbage chutes
H-CH 2.	Spiral chutes (parcel, sorting)

7.2.1.8.7. ESCALATORS

- H-ES 1. Escalator motor
- H-ES 2. Axe, Gears and roller chain
- H-ES 3. Handrail axle and gears
- H-ES 4. Stairs/steps
- H-ES 5. Step chain
- H-ES 6. Guide system
- H-ES 7. Trusses
- H-ES 8. Ridges

7.2.1.8.8. TRAVELLATORS

- H-TV 1. Travellator motor
- H-TV 2. Axe, gears and roller chain
- H-TV 3. Handrail axle and gears
- H-TV 4. Steps
- H-TV 5. Step chain
- H-TV 6. Guide system
- H-TV 7. Trusses
- H-TV 8. Ridges

7.2.1.9. SECURITY EQUIPMENT

TFMSP shall maintain all (but is not limited to) the elements and components listed on this category, ensuring that its maintenance approach minimise the likelihood of breakdowns/services disruptions, and complies with regulations, legislations and standards.

The components listed below shall be fully operational twenty-four (24) hours a day, seven (7) days a week unless specifically statutory/scheduled maintenance activity is carried-out.

Inspection, testing, and maintenance of all the components listed below shall be conducted (at all times) by either a competent person as required in the field or a person with necessary skills for the task to be performed in accordance with the statutory and regulatory requirements as well as the terms of employment.

7.2.1.9.1. Security alarms and perimeter intrusion alarm systems

7.2.1.9.2. Perimeter fences and boundary protection

7.2.1.9.3. Access control systems

7.2.1.9.4. Intercom

7.2.1.9.5. Guard patrol, monitoring or track system

7.2.1.9.6. Standalone security ups system, back-up batteries and cabling

7.2.1.9.7. Drop safes, gun safes, time and attendance

7.2.1.9.8. Building and site access control equipment

7.2.1.9.9. Closed circuit television (CCTV)

7.2.1.9.10. Integrated systems

7.2.1.9.11. Security control rooms and monitoring/surveillance systems

7.2.1.9.12. X-ray machine and walkthrough metal detectors

7.2.1.10. WATER TREATMENT PLANTS

TFMSP shall maintain all (but is not limited to) the elements and components listed in this category, ensuring that its maintenance approach minimise the likelihood of breakdowns/services disruptions, and complies with regulations, legislations and standards.

The components listed below shall be fully operational twenty-four (24) hours a day, seven (7) days a week unless specifically statutory/scheduled maintenance activity is carried-out.

Inspection, testing, and maintenance of all the components listed below shall be conducted (at all times) by either a competent person as required in the field or a person with necessary skills for the task to be performed in accordance with the statutory and regulatory requirements as well as the terms of employment.

7.2.1.10.1. WASTE WATER AND SEWERAGE TREATMENT PLANT EQUIPMENT

- H-WWTPE 1. System operation
- H-WWTPE 2. Motors
- H-WWTPE 3. Tanks
- H-WWTPE 4. Motor control centres and Scala
- H-WWTPE 5. Screens
- H-WWTPE 6. Pipes
- H-WWTPE 7. Bio filters
- H-WWTPE 8. Digesters
- H-WWTPE 9. Pumps

7.2.1.10.2. HEAD WORKS

- H-WWWHW 1. Inlet channels
- H-WWWHW 2. Inlet screens
- H-WWWHW 3. Solids disposal
- H-WWWHW 4. Flow meter

7.2.1.10.3. SPLITTER BOX

- H-WWWSB 1. Concrete column
- H-WWWSB 2. Concrete box
- H-WWWSB 3. Baffle plate

7.2.1.10.4. PRIMARY SETTLING

7.2.1.10.5. ROTATING BIOLOGICAL CONTACTORS

7.2.1.10.6. HUMUS TANK

- H-WWWHT 1. Outer concrete
- H-WWWHT 2. Inner concrete
- H-WWWHT 3. Deluding

7.2.1.10.7. TERTIARY TREATMENT

- H-WWWTT 1. Chlorinator chamber
- H-WWWTT 2. Drying beds
- H-WWWTT 3. Final outfall chamber

7.2.1.11. DESALINATION PLANTS

TFMSP shall maintain all (but is not limited to) the elements and components listed on this category, ensuring that its maintenance approach minimise the likelihood of breakdowns/services disruptions, and complies with regulations, legislations and standards.

The components listed below shall be fully operational twenty-four (24) hours a day, seven (7) days a week unless specifically statutory/scheduled maintenance activity is carried-out.

Inspection, testing, and maintenance of all the components listed below shall be conducted (at all times) by either a competent person as required in the field or a person with necessary skills for the task to be performed in accordance with the statutory and regulatory requirements as well as the terms of employment.

7.2.1.11.1. WATER EXTRACTION SYSTEM FROM THE OPEN SEA

- H-DPES 1. Intake control
- H-DPES 2. Intake tunnel
- H-DPES 3. Intake screening facility

7.2.1.11.2. POWER PLANT

- H-DPPP 1. Motor
- H-DPPP 2. Pumps
- H-DPPP 3. Reservoirs

7.2.1.11.3. INITIAL CHEMICAL TREATMENT AND SOLIDS REMOVAL

- H-DPCT 1. Travelling screen
- H-DPCT 2. Solids processing

H-DPCT 3. Recycled/reclaimed water
H-DPCT 4. Multi Media Filter
H-DPCT 5. Pumps
H-DPCT 6. Cartridge filter

7.2.1.11.4. REVERSE OSMOSIS SYSTEM

H-DPRO 1. High pressure pumps
H-DPRO 2. RO membrane
H-DPRO 3. Salt water stream
H-DPRO 4. Energy recovery device
H-DPRO 5. Fresh water stream

7.2.1.11.5. FRESH WATER POST TREATMENT

H-DPPT 1. Water handling tank/unit
H-DPPT 2. Pumps
H-DPPT 3. Regional blending and high service pumping

7.2.1.12. OTHER WATER TREATMENT SYSTEMS

TFMSP shall maintain all (but is not limited to) the elements and components listed in this category, ensuring that its maintenance approach minimise the likelihood of breakdowns/services disruptions, and complies with regulations, legislations and standards.

The components listed below shall be fully operational twenty-four (24) hours a day, seven (7) days a week unless specifically statutory/scheduled maintenance activity is carried-out.

Inspection, testing, and maintenance of all the components listed below shall be conducted (at all times) by either a competent person as required in the field or a person with necessary skills for the task to be performed in accordance with the statutory and regulatory requirements as well as the terms of employment.

- 7.2.1.12.1. Pump stations
- 7.2.1.12.2. Septic tanks, etc.
- 7.2.1.12.3. Rainwater harvesting
- 7.2.1.12.4. Retention ponds
- 7.2.1.12.5. Manholes, catch pits, inspection chambers, sumps, etc.

7.2.1.13. SPECIALISED HOSPITAL EQUIPMENT

TFMSP shall maintain all (but is not limited to) the elements and components listed in this category, ensuring that its maintenance approach minimise the likelihood of breakdowns/services disruptions, and complies with regulations, legislations and standards.

The components listed below shall be fully operational twenty-four (24) hours a day, seven (7) days a week unless specifically statutory/scheduled maintenance activity is carried-out.

Inspection, testing, and maintenance of all the components listed below shall be conducted (at all times) by either a competent person as required in the field or a person with necessary skills for the task to be performed in accordance with the statutory and regulatory requirements as well as the terms of employment.

- 7.2.1.13.1. Audiology equipment

- 7.2.1.13.2. **Automated pharmacy storage system**
- 7.2.1.13.3. **Cardio vascular suite**
- 7.2.1.13.4. **Clinical information system (CIS) system**
- 7.2.1.13.5. **Digital theatre system & maintenance**
- 7.2.1.13.6. **ENT workstations**
- 7.2.1.13.7. **Hospital beds, accessories, etc.**
- 7.2.1.13.8. **ICU monitoring system**
- 7.2.1.13.9. **Medical gas**
- 7.2.1.13.10. **Magnetic resonance imaging (MRI) unit**
- 7.2.1.13.11. **Nurse call maintenance**
- 7.2.1.13.12. **Operating theatre tables**
- 7.2.1.13.13. **Picture archiving and communication system (PACS, RIS) system**
- 7.2.1.13.14. **Pneumatic transport system**
- 7.2.1.13.15. **Renal dialysis unit**

7.2.1.14. GAS INSTALLATIONS

TFMSP shall maintain all (but is not limited to) the elements and components listed in this category, ensuring that its maintenance approach minimise the likelihood of breakdowns/services disruptions, and complies with regulations, legislations and standards.

The components listed below shall be fully operational twenty-four (24) hours a day, seven (7) days a week unless specifically statutory/scheduled maintenance activity is carried-out.

Inspection, testing, and maintenance of all the components listed below shall be conducted (at all times) by either a competent person as required in the field or a person with necessary skills for the task to be performed in accordance with the statutory and regulatory requirements as well as the terms of employment.

7.2.1.14.1. Storage and distribution

7.2.1.14.2. Gas installation

7.2.1.14.3. Piping, valves and fittings, etc.

7.2.1.15. KITCHEN EQUIPMENT

TFMSP shall maintain all (but is not limited to) the elements and components listed in this category, ensuring that its maintenance approach minimise the likelihood of breakdowns/services disruptions, and complies with regulations, legislations and standards.

The components listed below shall be fully operational twenty-four (24) hours a day, seven (7) days a week unless specifically statutory/scheduled maintenance activity is carried-out.

Inspection, testing, and maintenance of all the components listed below shall be conducted (at all times) by either a competent person as required in the field or a person with necessary skills for the task to be performed in accordance with the statutory and regulatory requirements as well as the terms of employment.

7.2.1.15.1. KITCHEN EQUIPMENT EXTRACTION SYSTEM

- H-KEES 1. Canopy extractor.
- H-KEES 2. Canopy height.
- H-KEES 3. Baffle filters.
- H-KEES 4. Grease draws.
- H-KEES 5. Ducting system.
- H-KEES 6. Fan motor units.
- H-KEES 7. Noise attenuators.
- H-KEES 8. Make-up air, air intake.
- H-KEES 9. Kitchen fire extinguishing equipment and suppression systems.
- H-KEES 10. Cleaning procedure.

7.2.1.15.2. COLD-ROOMS

7.2.2. SOFT-SERVICES

7.2.2.1. OCCUPATIONAL HEALTH AND SAFETY AND OTHER STATUTORY REQUIREMENTS¹

TFMSP shall perform actions to address all the items and procedures listed on this category, ensuring that its approach minimizes services disruptions, complies with regulations, legislations and standards, and adheres to the following:

7.2.2.1.1. ADMINISTRATION, HEALTH AND SAFETY MANAGEMENT PLAN ENSURING:

- S-OHSA 1. Copies of the Act and the relevant regulations are readily available on-site
- S-OHSA 2. Appropriate OHS training needs are identified
- S-OHSA 3. All the personnel performing OHS tasks on-site are competent, experienced and trained
- S-OHSA 4. Communication channels are established to convey pertinent OHS information to all project stakeholders
- S-OHSA 5. Procedures are established for the identification, maintenance and disposition of OHS records, as well as the results of audits and reviews to conform to the requirements of the Act and regulations
- S-OHSA 6. Prescribed documents for the design and application of the workplace, building, processes, machinery, pressure vessels, operating procedures and work organizations (including their adaptation to human capabilities, in order to eliminate or reduce OHS risks at their source) are implemented and maintained

¹ Refer to Occupational Health and Safety act 85 of 1993 & Department of Public Works Occupational Health and Safety Policy

S-OHSA 7. The establishment, implementation and maintenance of an operational database to pro-actively monitor OHS performance and compliance with the Act and regulations.

7.2.2.1.2. CERTIFICATES OF COMPLIANCE FOR ALL ELECTRICAL WIRING IN FACILITIES, AND TESTING

S-OHSSCC 1. Electrical COC – Internal

S-OHSSCC 2. Electrical COC – Infrastructure

S-OHSSCC 3. Portable Appliance Testing

7.2.2.1.3. Appointment in writing of competent people in control of certain installations/ machinery and operations

7.2.2.1.4. Comprehensive reports on lifts

S-OHSRL 1. Lift testing & certification

7.2.2.1.5. Inspections on vessels under pressure and comprehensive reports thereon

7.2.2.1.6. Supervision of installations

7.2.2.1.7. Maintenance of installations

7.2.2.1.8. operations and installations of machinery

7.2.2.1.9. Implementation and enforcement of legislated requirements

7.2.2.1.10. CONSTRUCTION/BUILDING

7.2.2.1.11. OTHERS

- S-OHSOT 1. Emergency Evacuation Plan
- S-OHSOT 2. Fire Risk Assessment
- S-OHSOT 3. Water Treatment & testing (as per SANS standard, and environmental requirements)
- S-OHSOT 4. Ergonomic assessments
- S-OHSOT 5. Air quality assessment

7.2.2.2. CLEANING SERVICES

TFMSP shall perform actions to address all the items listed (but is not limited to) in this category, ensuring that its approach minimise services disruptions, and complies with regulations, legislations and standards.

All the chemicals, detergents and other related materials to be used must be compliant with the OHSA requirements and environmental friendly.

All cleaning services to be provided must be performed by experienced personnel, and monitored by competent cleaning managers. TFMSP must provide the Standards Operating Procedures (SOPs), as well as a schedule for cleaning services, indicating the recommended frequencies.

In the interim, DPWI will provide a schedule of services, kindly refer to 4.3.1.4.4.1 for more details.

7.2.2.2.1. CLEANING – INTERIOR

- S-CLINT 1. Offices and common areas (boardrooms, waiting areas, reception, and the likes)

Scope: Floor finishes (both hard and soft, carpets), ceilings, wall finishes, skirting, windows (interior), blinds, ornaments, etc.
All surfaces to be free from dirt, stains, marks or residuals from cleaning products at all times, following the hygiene ,health and safety standards.

S-CLINT 2. Ablutions, kitchens, pantries, etc.

Scope: ablutions, toilets, kitchens, pantries, canteens and ancillary areas. All toilets, ablutions, kitchens, pantries, canteens and ancillary areas must be thoroughly cleaned, adhering to the prevailing standards and Acts.

7.2.2.2.2. CLEANING-EXTERIOR

S-CLEXT 1. Windows

All windows and glasses must be kept clean at all times. The TFMSP must ensure that this service is provided by trained/qualified personnel, adhering to the prevailing standards and Acts.

S-CLEXT 2. External areas

Scope: cleaning of roads, parking areas, walkways, and removing graffiti. All areas to be free from dirt, rubbish, stains, solids (soil, rocks, sand), marks, or residuals from cleaning products at all times, adhering to the prevailing standards and Acts.

7.2.2.2.3. SPECIALISED (DEEP) CLEANING

S-CLEDC 1. Interior

Scope: Floor finishes (both hard and soft, carpets), ceilings, wall finishes, skirting, windows (interior), blinds, ornaments, etc.

Deep clean all surfaces adhering to the prevailing standards and Acts.

S-CLEDC 2. Ablutions

Scope: ablutions, toilets, and ancillary areas.

Deep-clean all toilets, ablutions and ancillary areas, adhering to the prevailing standards and Acts.

Disinfect toilets, urinals, basins, sluices, sinks, tiles (walls and floors), taps and plugs.

S-CLEDC 3. Kitchens, pantries, canteens and similar areas

Deep-clean kitchens, pantries, canteens and similar areas (including all kitchen equipment and furniture), adhering to the prevailing standards and Acts.

S-CLEDC 4. Computers, data centres & server rooms

Deep-clean computers, data centres and server rooms (including furniture), adhering to the prevailing standards and Acts.

7.2.2.3. HYGIENE SERVICES

TFMSP shall perform actions to address all the items (but is not limited to) listed on this category, ensuring that its approach minimizes services disruptions, and complies with regulations, legislations and standards.

Hygiene services shall be performed in all areas in the facility, including replenishment of consumables. All products and consumables shall be compliant with the OHSA requirements and environmental friendly.

All hygiene services to be provided must be performed by experienced personnel, and monitored by competent hygiene/operations managers.

TFMSP must provide the Standards Operating Procedures (SOPs), as well as a schedule for hygiene services, indicating the recommended frequencies.

In the interim, DPWI will provide a schedule of services, kindly refer to 4.3.1.4.4.1 for more details.

7.2.2.4. WASTE MANAGEMENT SERVICES

TFMSP shall perform actions to address all the items (but is not limited to) listed on this category, ensuring that its approach minimise services disruptions, and complies with regulations, legislations and standards.

Replenishment of consumables, cleaning and maintenance of components and equipment waste disposal are included.

Waste management services shall be performed in all areas in the facility.

All products and consumables shall be compliant with the OHSA requirements and be environmental friendly.

All waste management services to be provided must be performed by experienced personnel, and monitored by competent waste/operations managers.

TFMSP must provide the Standards Operating Procedures (SOPs), as well as a schedule for waste management services, indicating the recommended frequencies.

In the interim, DPWI will provide a schedule of services, kindly refer to 4.3.1.4.4.2 for more details.

Scope is as follow (but is not limited to):

7.2.2.4.1. Confidential waste disposal

7.2.2.4.2. General waste disposal

7.2.2.4.3. Hazardous waste management

7.2.2.4.4. Medical waste disposal

7.2.2.4.5. Waste recycling removal

7.2.2.4.6. Reduction and rubbish removal

7.2.2.5. HORTICULTURAL & LANDSCAPING SERVICES

TFMSP shall perform actions to address all the items listed on this category, ensuring that its approach minimizes services disruptions, and complies with regulations, legislations and standards.

Work covered shall be performed by a service provider experienced in landscape maintenance of a similar nature and scope, and monitored by competent landscaping managers.

All products and consumables shall be compliant with the OHSA requirements and be environmental friendly.

TFMSP must provide the Standards Operating Procedures (SOPs), as well as a schedule for horticultural and landscaping services, indicating the recommended frequencies.

Scope is as follow (but is not limited to):

- 7.2.2.5.1. **Mowing of all manicured lawn**
- 7.2.2.5.2. **Cutting of all edges**
- 7.2.2.5.3. **Maintaining water feature**
- 7.2.2.5.4. **Splitting and planting**
- 7.2.2.5.5. **Sweeping and cleaning up after cutting**
- 7.2.2.5.6. **Cultivation of flower beds**
- 7.2.2.5.7. **regular sweeping and blowing of areas**
- 7.2.2.5.8. **Pruning of shrubs as required**
- 7.2.2.5.9. **Removal of garden refuse**
- 7.2.2.5.10. **Keeping all walkways open**
- 7.2.2.5.11. **Spraying of weeds on hard surfaces**
- 7.2.2.5.12. **Spraying of herbicides**
- 7.2.2.5.13. **Spraying of pesticides**
- 7.2.2.5.14. **Minor irrigation repairs**
- 7.2.2.5.15. **Borehole pumps – inspections & repairs**

- 7.2.2.5.16. Irrigation pumps – inspections & repairs
- 7.2.2.5.17. scarification
- 7.2.2.5.18. Fertilising
- 7.2.2.5.19. Topsoil
- 7.2.2.5.20. Compost
- 7.2.2.5.21. Mulching
- 7.2.2.5.22. Indigenous plants
- 7.2.2.5.23. Internal plants.

7.2.2.6. PEST CONTROL & WILD LIFE

TFMSP shall perform actions to address all the items listed on this category, ensuring that its approach minimizes services disruptions, and complies with regulations, legislations and standards.

Pest control services shall be performed (but is not limited to): all areas in the facility.

All products and consumables shall be compliant with the OHSA requirements and be environmental friendly.

All pest control services to be provided must be performed by experienced personnel, and monitored by competent pest control managers, in accordance with the prevailing regulations, legislations and standards.

TFMSP must provide the Standards Operating Procedures (SOPs), as well as a schedule for Pest control services, indicating the recommended frequencies.

In the interim, DPWI will provide a schedule of services, kindly refer to 4.3.1.4.4.3 for more details.

Scope is as follow (but is not limited to):

- 7.2.2.6.1. Rodents
- 7.2.2.6.2. Cockroaches
- 7.2.2.6.3. Crawling insects
- 7.2.2.6.4. Flying insects (including bees and wasps)
- 7.2.2.6.5. Fleas
- 7.2.2.6.6. Bird control
- 7.2.2.6.7. All other vermin & wildlife species (where applicable)

7.2.2.7. SECURITY SERVICES (SITE SUPERVISION)

7.2.2.7.1. SECURITY SERVICE AND ACCESS CONTROL

The service provider will be responsible for the management of all the security and building protection systems within the premises and to ensure that these systems are fully operational at all times. The service provider shall ensure that all maintenance and repair work is carried out in such a manner that it does not result in any exposure of building security or protection system.

The service provider shall provide and manage appropriate professional, proactive security regimes on site in such a manner that the premises remain functional, safe, and operationally secure to meet the specifications laid out below and the measurements defined in the service level agreement.

The service provider is required to achieve a high level of comprehensive security guarding and support services throughout the facilities. The key objectives are:

Supply, manage and coordinate security personnel, implement security procedures, and provide security systems and equipment to the premises. Security services are to be provided 7 days a week, 24 hours a day, 365 days per year.

Provide a cost effective quality driven security guarding service which achieves an optimum standard for all areas appropriate for use, and is held in high regard by all persons on the client site.

Maintain a safe environment and safe working practices including the use of a recognised risk assessment/management system to ensure that standards of safety remain high, and that any reduction in the quality of service is recognised and corrected.

Achieve compliance with all procedures, policies and guidelines or similar, as issued by the client with specific compliance to the client's physical security policy and procedures.

It is a requirement that all staff engaged on this contract are of a high calibre in both communication skills, written and oral, are of smart appearance and provided with an appropriate uniform, to the client's specifications and approval. No exception will be made for a non-compliance with this requirement. All security officers must be at least grade "C" officers registered with the Private Security Industry Regulating Authority (PSIRA).

Where additional service staff are to be employed by the service provider, this should be in accordance with relevant industry standards (PSIRA) and recommended vetting procedures, with documentary evidence provided to the client of such upon request.

The service provider is required to carry out the services at the times required by the client as set out in this section.

The service provider shall ensure that no illegal immigrants are employed by him or any sub-contractor in the execution of any part of the works and if any illegal immigrant is found to be employed, the client shall, notwithstanding the provisions of this contract, be entitled to apply the appropriate penalty on the service provider.

7.2.2.7.2. SECURITY OPERATIONS PLAN

The service provider shall submit a detailed full scale security operations plan to be carried out during the mobilisation period. This proposal must be drafted by security professionals and the proposal must include, but is not limited to, the following aspects:

The vulnerabilities, risks and threats relative to the facilities.

Recommendation for improvements to this specification, including:

- S-SSOP 1. Patrolling schedules and clocking points
- S-SSOP 2. Meal/break times schedules
- S-SSOP 3. Specification of security equipment to be used on site
- S-SSOP 4. Training provided for the guards and supervisors
- S-SSOP 5. Management of new directives, such as changes in legislation & regulations, etc.

7.2.2.7.3. SUBMISSION OF SECURITY SCREENING REPORTS

The service provider shall submit to the client the security screening reports of all security guards and supervisors within two (2) weeks from the date of deployment of the guards/supervisors, failing which the guards/supervisors without the screening reports shall no longer be accepted and the service provider shall replace them immediately at no extra cost to the client.

7.2.2.7.4. FREQUENCY OF REPLACEMENT OF STAFF

Security staff changes to the workforce shall be kept to a minimum to ensure business continuity and to retain the skill and knowledge of the site.

7.2.2.7.5. KEEPING PROPER RECORDS

The security service provider shall keep proper records of salaries and time sheets and shall on demand produce such books and timesheets for inspection by the client or his representative. They shall also furnish such information relating to the salaries and conditions of employment of such workmen as the client may require from time to time confirming compliance with grading conditions as per the PSIR. Such records are to be made available to the client upon request.

As and when required by the client, the security service provider shall submit to the client a timetable plan and roster showing the names of the workmen and a schedule of duties to be carried out by them.

7.2.2.7.6. REQUIREMENT FOR SECURITY GUARDS AND SUPERVISORS

The service provider shall ensure that all guards and supervisors provided shall fulfil the following requirements:

S-SSRGS 1. Able bodied persons, male and female

S-SSRGS 2. Approved by the appropriate security industry body, such as PSIRA, for employment under the local private security industry regulatory act.

S-SSRGS 3. Healthy and medically fit for security work.

S-SSRGS 4. Be dressed in the approved uniform and neat in appearance.

S-SSRGS 5. Secondary education with passes in English

S-SSRGS 6. Able to read and write English with a standard that is necessary in performing the duties under this contract.

S-SSRGS 7. Able to tactfully handle all staff and visitors on the premises.

7.2.2.7.7. MISCONDUCT OF SECURITY SUPERVISOR AND GUARDS

The service provider is required to exercise firm control over the conduct of the security supervisor and guards and shall immediately remove from the site any person who, in the opinion of the client, is undesirable.

In the event that the security guards are found to have mistreated or intimidated any individual in the course of their duties, the service provider shall bear full responsibility for conducting a full investigation and all consequential expenses incurred as a result of the above.

7.2.2.7.8. COMPENSATION FOR DAMAGE

The service providers shall make good the damage to the facilities caused by him, in the execution of this contract, and compensate and pay to the client an amount certified by the client to be the sum required to make good such damage.

7.2.2.7.9. **UNSUITABLE SUPERVISOR AND GUARD**

The client may direct any supervisor or guard found to be unsuitable for the job to be removed and replaced immediately in compliance with the terms and conditions of this contract.

7.2.2.7.10. **INVESTIGATION AND REPORTING**

In the event of any theft or serious incidences related to security under the control of the security guards, the service provider shall immediately notify the client of such an incident and carry out prompt investigation by their specialist investigator, and submit a report on the findings within 24 hours (from the time of occurrence of the incident) to the client.

The service provider shall immediately lodge a police report upon detection of any theft cases or breach of security.

7.2.2.7.11. **DEPLOYMENT OF GUARDS AND SUPERVISORS**

The service provider shall provide security guards and supervisors to the premises daily from Monday to Sunday, including public holidays:

- S-SSDGs 1. Day-shift: shall mean the 12 hours from 06h00 to 18h00 of a day.
- S-SSDGs 2. Night-shift: shall mean the 12 hours from 18h00 to 06h00 of the next day.

For familiarisation and to ensure a smooth take-over of duties, the service provider is to deploy the first & second shift security personnel at **06h00 & 18h00** on such a date upon written notice. No additional expenses incurred by the service provider or subcontractor will be payable as it shall be deemed to have been allowed for in his proposal.

7.2.2.7.12. SUPPLY OF SUPERVISOR AND GUARD

To ensure minimum disruption to the security system, all supervisors and guards shall be deployed on a long term basis on the specific premises. The service provider shall not over work his employees by deploying any one guard/supervisor to work more than one permanent shift as set out in the service level agreement.

The client shall have the right to reject any guards/supervisors deemed unsuitable by him without giving specific reasons.

In the event that the security service provider fails to supply the manpower as required, including any additional supervisors/guards, the service provider shall make all necessary arrangements to cover the duties of any absentees.

7.2.2.7.13. FIRE INCIDENT ORDERS

In the event of an outbreak of fire, the service provider is to ensure that all officers are fully trained and able to comply with the following instructions:

- S-SSFI0 1. Activate the fire alarm system and summons help
- S-SSFI0 2. Telephone the fire department and police. Clearly and correctly state the address.

- S-SSFIO 3. Try to extinguish the fire using the fire-fighting equipment available. If any risk of injury to limbs or life, leave the fire-fighting to the fire department.
- S-SSFIO 4. Ensure the speedy entry of the fire department and direct them to the location of fire.
- S-SSFIO 5. Assist in evacuating personnel away from the building on fire.

7.2.2.7.14. DUTIES AND RESPONSIBILITIES

The service provider shall ensure that his guards/supervisors/ representative(s) carry out the following specific duties and any other security-related duties as may be directed from time to time by the client:

- S-SSDR 1. To ensure general security of all people and assets on the premises.
- S-SSDR 2. To check and monitor all persons and vehicular movement on the premises, to prevent any unauthorised entries of persons, equipment, and dumping of waste on the premises by staff or visitors.
- S-SSDR 3. To take all appropriate action to prevent, or cause the offenders to be arrested. Any breaking-in, theft of assets, equipment or any other goods from the premises, including contacting the police for assistance.
- S-SSDR 4. To control traffic movement within the premises to prevent indiscriminate parking and speeding and to clamp any vehicles or motor bikes illegally parked and to impose a fine for the release thereof in accordance with the client's parking regulations in the facilities site information and process manual.
- S-SSDR 5. To carry out patrolling and clocking on the premises, as scheduled and agreed with the client.
- S-SSDR 6. All security staff are to hold a valid certificate in the following areas, throughout the contract duration:
 - S-SSDR 6.1. First aid

S-SSDR 6.2. Fire safety

S-SSDR 6.3. Bomb threats

S-SSDR 6.4. Labour unrest

S-SSDR 7. To prevent and report any occurrence that may affect the security of the premises, e.g. Defects in the perimeter fencing, faulty security lighting, outbreak of fire, breaking-in or damage of properties on the premises, etc.

S-SSDR 8. To locate the source of a fire upon hearing a fire alarm. If it is a false alarm (no fire), report the false alarm to the client and the local authorities.

S-SSDR 9. To carry out immediate investigation on any theft cases and present the written reports as required by the client.

S-SSDR 10. To carry out security risk assessments and surveys as required by the client and recommend measures to improve security on the premises.

S-SSDR 11. To carry out appropriate action, in accordance with standing instructions, before arrival of the emergency services in the case of any fire or activation of the fire alarm on the premises, including fighting the fire with fire extinguisher, hose reels or other appropriate means without endangering life.

S-SSDR 12. To maintain proper records of duties/attendance of all guards/supervisors and daily occurrences pertaining to security.

S-SSDR 13. To carry out compulsory routine night spot-checks on all premises (at least once per week per site) by the site supervisor on duty or service provider's representatives, including clocking, booking in/out at each premise or carry out any other monitoring measures which may be required by the client.

S-SSDR 14. To submit daily incident reports every morning by 08h00 to the client. The format of this report shall be to the approval of the service provider.

- S-SSDR 15. To maintain lost and found registers.
- S-SSDR 16. To programme and issue access cards to the client employees and approved visitors in accordance with the client's physical security policy and procedures.
- S-SSDR 17. To conduct physical searches of specified contractual staff daily on site and to ensure that all equipment or goods brought onto site by contractors are properly recorded in the occurrence book and registers.
- S-SSDR 18. To accurately record any assets removed from site in the "removal of assets from site register" with the necessary authority to remove assets from site.
- S-SSDR 19. To accurately record any assets brought onto site in the "visitors register" for control on removal thereof.

7.2.2.7.15. DISCIPLINE AND WORK PROCEDURES

The service provider shall familiarize himself with any verbal instructions and written patrolling/clocking schedules and standing instructions on discipline, work schedules or procedures as issued by the client from time to time and ensure that all instructions are duly complied with by all its employees and as stated in the service level agreement.

7.2.2.7.16. EQUIPMENT AND MATERIALS

The service provider shall supply, service, maintain (including paying for all permits/ licenses/ taxes/ insurances that are required by the relevant local authority) and repair the following items for the smooth execution of the work under this section.

The service provider shall include all costs in his tender price:

- S-SSEM 1. Uniforms:

All security guards and supervisors shall be properly attired in client branded uniforms comprising of black trousers and jackets, a white shirt, black shoes and a name tag. The colour, design and material of the uniform shall be subject to the approval of the client prior to working on site.

S-SSEM 2. Handheld two-way radios:

The service provider shall supply each guard with a handheld two-way radio that is able to communicate within the site boundary.

All radios must be kept in good working condition at all times and a charger must be provided at the premises.

S-SSEM 3. Rechargeable torches:

At least two rechargeable torches suitable for the service required and one charger shall be provided at the control room of each facility and the torches must be functional at all times.

S-SSEM 4. Wheelchairs and stair EVAC-U-chairs:

A wheelchair and EVAC-U-chairs, provided by the client, are available to provide assistance during emergencies or in situations of distress concerning a staff member or visitor. The wheelchair and EVAC-U-chairs must be well maintained according to manufacturer's specification, and must be kept clean and neat at all times. Security guards are to be fully trained in the use thereof.

7.2.2.7.17. SECURITY CONTROL CENTRE (SCC)

The service provider shall supply all mobile phones, cameras, stationery, paper, note books, occurrence books, paper tape, clocks and all that are necessary for the smooth execution of the security services.

S-SSEM 1. Security control centre (SCC)

The service provider shall maintain and operate a security control centre (SCC) at all times and maintain and operate manned security posts at the basement parking entrances and the receptions. The requirements of this SCC shall be as follows:

S-SSEM 2. Must be managed by the service provider and operated by a professional security service provider.

S-SSEM 3. Must be manned 24 hours a day, 7 days a week, 365 days a year.

S-SSEM 4. The control room must be manned by a suitably trained control room operator.

S-SSEM 5. Must be able to closely monitor the performance of the guards, and the security situation, on site and via two-way radios on a continuous basis. Provide a vhf base station.

S-SSEM 6. Landline telephone will be provided with a general contact number and an emergency number.

S-SSEM 7. Must be able to respond to all emergency situations by dispatching a patrol of at least two (2) officers to the sites within 15 minutes.

S-SSEM 8. Emergency situations shall include but are not limited to:-

S-SSEM 9. Guards under threat

S-SSEM 10. Guards who are unable to report for duty

- S-SSEM 11. Guards who are unable to continue with their duties
- S-SSEM 12. Urgent requests from the client
- S-SSEM 13. Panic button and armed response
- S-SSEM 14. Smoke and fire alarms
- S-SSEM 15. Failure and sabotage of CCTV and access control systems
- S-SSEM 16. Provide a blackout emergency plan.

The function of the security services is to minimise and manage the risk and loss associated with criminal activity.
To minimize criminal activity and to manage the losses usually associated with such activities by rendering the services described in the attached schedule of services.

7.2.2.7.18. ELECTRONIC AND CONTROL SYSTEMS

The service provider shall be familiar with the operation of all security control and emergency power and lighting systems and take responsibility for ensuring they are functional at all times under this scope of work and service level agreement, and will automatically operate and take over the normal systems in the event of a mains power failure.

In addition to the maintenance requirements the client may, at any time, require the service provider to demonstrate the operation by means of a simulated power failure.

The service provider shall be totally familiar with the operation of all life safety related systems and the standard operating procedures that apply to them.

The service provider shall be responsible for the maintenance of all control cabinets. All control cabinets shall be inspected, tested and maintained on an annual basis or as required by the OEM manuals. The service provider shall ensure that all control boxes are in good working and serviceable conditions.

The service provider shall submit a program schedule for the first year's maintenance of such equipment and control boxes immediately upon appointment.

The service provider shall note that controls, including but is not limited to parameters, set points and times, shall not be adjusted outside the design criteria without the approval of the client.

No work shall be executed without prior written approval of the change control committee. The service provider shall send a representative to the weekly change control committee to ensure that all changes pertaining to the building are properly lodged on the client software programme (smg9) and approved prior to execution in accordance with the client's change control procedures.

7.2.3. BUSINESS SUPPORT SERVICES

TFMSP shall perform actions to address all the items listed on this category (but is not limited to), ensuring that its approach minimise services disruptions, and complies with regulations, legislations and standards. All services to be provided must be performed by experienced personnel, and monitored by competent operations managers.

TFMSP must provide the Standards Operating Procedures (SOPs), as well as a schedule for the services listed, indicating the recommended frequencies.

7.2.3.1. SUPPORT SERVICES

Support services shall be fully operational twenty-four (24) hours a day, seven (7) days a week.

7.2.3.1.1. Call centre 24 x 7

7.2.3.1.2. Handyman services (first line of maintenance)

7.2.3.2. RISK AND BUSINESS CONTINUITY MANAGEMENT SERVICES

7.2.3.2.1. Business continuity planning and control

7.2.3.2.2. Risk assessments

7.2.3.2.3. Disaster risk management

7.2.3.3. UTILITY MANAGEMENT

7.2.3.3.1. Management (excluding procurement) of utilities provision – gas, electricity, water, coal and waste

7.2.3.3.2. Measurement, analysis and reporting of energy usage

7.2.3.3.3. Meter readings

7.2.3.4. ADMINISTRATIVE SERVICES

7.2.3.4.1. Space planning and interior design

- 7.2.3.4.2. **Access control systems**
- 7.2.3.4.3. **Adjustments to clocks and notice boards**
- 7.2.3.4.4. **ID card production**
- 7.2.3.4.5. **PABX & telephone management systems**
- 7.2.3.4.6. **Green building management services**
- 7.2.3.5. **FURNITURE SERVICES**
 - 7.2.3.5.1. **Furniture - assembly**
 - 7.2.3.5.2. **Furniture - moves**
 - 7.2.3.5.3. **Furniture - repairs**
 - 7.2.3.5.4. **Furniture - sourcing**
 - 7.2.3.5.5. **Furniture - warehousing and retrieval**
- 7.2.3.6. **OFFICE SERVICES**
 - 7.2.3.6.1. **Client marketing materials**
 - 7.2.3.6.2. **Mailroom staff**
 - 7.2.3.6.3. **Managed telephony**
 - 7.2.3.6.4. **Meeting room set up**

- 7.2.3.6.5. **Office moves & space planning (as a project)**
- 7.2.3.6.6. **Office porter age**
- 7.2.3.6.7. **PA system**
- 7.2.3.6.8. **Photocopiers/multifunctional devices/fax machines**
- 7.2.3.6.9. **Reception staff**
- 7.2.3.6.10. **Secretarial**
- 7.2.3.6.11. **Stationery - management**
- 7.2.3.6.12. **Stationery - procurement supplies**
- 7.2.3.6.13. **Stationery – restocking**
- 7.2.3.6.14. **Archiving and paper storage**
- 7.2.3.7. **MISCELLANEOUS**
- 7.2.3.7.1. **Fitness equipment/gymnasium**
- 7.2.3.7.2. **Car wash**
- 7.2.3.7.3. **Parking management & administration**
- 7.2.3.7.4. **Catering.**

7.2.4. 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 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.

7.2.5. SKILLS TRANSFER PLAN

TFMSP shall demonstrate its 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, End-user staff and DPWI staff. A clear skills development plan for youth and young graduates from previously disadvantaged communities should be provided by the service provider.

All the trainings to be provided must be facilitated by certified training providers (at all times) and monitored by competent directors from the TFMSP's organization, ensuring that project's skills transfer needs from the various stakeholders are met.

The skills transfer plan must comprise (but is not limited to):

7.2.5.1. METHODOLOGY

7.2.5.2. ACTIVITIES

7.2.5.3. INITIAL ASSESSMENT AND IMPACT ASSESSMENT

7.2.5.4. MONITORING, CONTROL AND REPORTING ACTIVITIES PLAN.

7.2.6. TRANSITION MANAGEMENT

TFMSP shall perform actions to address all the items listed on this category (but is not limited to), ensuring that its approach covers all the project's needs and all the requirements from the various project's stakeholders are met. All professional services to be provided must be performed by qualified and experienced personnel (at all times) and monitored by competent directors from the TFMSP's organization.

7.2.6.1. TAKING OVER OF EXISTING DPWI PROJECTS/ DPWI EXISTING CONTRACTS WITH SERVICE PROVIDERS

7.2.6.2. TAKING OVER OF EXISTING END-USER PROJECTS/ END-USER EXISTING CONTRACTS WITH SERVICE PROVIDERS

7.2.6.3. MANAGEMENT OF GUARANTEES ON RECENTLY INSTALLED COMPONENTS/ FINALISED PROJECTS

7.2.6.4. DEMOBILISATION OF TFM PROJECT INCLUDING (BUT IS NOT LIMITED TO):

PM-TMDM.1. Disassembling call centre and IT infrastructure.

PM-TMDM.2. Disassembling all equipment

PM-TMDM.3. Transport of all equipment, materials and goods

PM-TMDM.4. Handing over of facilities and equipment to DPWI

PM-TMDM.5. Closing-out of the project (including the close-out report)

7.2.7. TFM CONTRACT MANAGEMENT SERVICES

TFMSP shall perform actions to address all the items listed on this category (but is not limited to), ensuring that its approach covers all the project's needs and all the requirements from the various project's stakeholders are met. All professional services to be provided must be performed by qualified and experienced personnel (at all times) and monitored by competent directors from the TFMSP's organization.

4.2.6.1. QUALITY MANAGEMENT (INCLUDING QUALITY CONTROL ACTIVITIES AND PROCEDURES)

4.2.6.2. RISK MANAGEMENT (INCLUDING IDENTIFICATION, ASSESSMENT, ACTION PLAN, ROLES AND RESPONSIBILITIES)

4.2.6.3. COST MANAGEMENT (INCLUDING COST CONTROL AND REPORTING)

4.2.6.4. PROCUREMENT

4.2.6.5. TIME (INCLUDING THE SCHEDULE FOR ALL THE SERVICES LISTED ABOVE AND THEIR SOPS)

4.2.6.6. MONITORING, CONTROL AND REPORTING OF DPWI AND END-USER PROJECTS.

- 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



TFMSP shall develop and implement its approach to monitor the project activities throughout its lifecycle, taking into consideration the requirements to be met from the various stakeholders.

8. ENQUIRIES

Mr. Lawrence Ramasunzi. Project Manager

Lawrence.Ramasunzi@dpw.gov.za

012 492 2184

Ms. Fikile Ndwandwe. SCM Practitioner

Fikile.Ndwandwe@dpw.gov.za

0124061510

Annexure D

DPW-03 (EC): TENDER DATA

Project title:	RFP FOR TOTAL FACILITIES MANAGEMENT SERVICE PROVIDERS PANEL FOR A PERIOD OF 60 MONTHS		
Reference no:	H25/008PF		

Tender / Quotation no:	H25/008PF	Closing date:	20 February 2026
Closing time:	11H00 AM	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	<p>The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.</p>
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: H25/008PF

C.1.4	The Employer's agent is:
Name:	Lawrence Ramasunzi
Capacity:	Departmental Project Manager
Address:	CGO BUILDING, CORNER OF BOSMAN & MADIBA STREETS, PRETORIA, 0001
Tel:	082 904 9100
Fax:	N/A
E-mail:	Lawrence.ramasunzi@dpw.gov.zat
C.2.1 C.3.11	<p>A. ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</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 4 EB PE or 4 GB PE or 4 ME PE or 5 EB or 5 GB or 5 ME 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: select <p>Joint ventures are eligible to submit tenders provided that:</p> <ol 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 4 EB PE or 4 GB PE or 4 ME PE or 5 EB or 5 GB or 5 ME or higher 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 4 EB PE or 4 GB PE or 4 ME PE or 5 EB or 5 GB or 5 ME or higher 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: select</p>

Tender no: H25/008PF

C. FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:	
<p><u>Note:</u> Failure to meet minimum functionality score will result in the tenderer being disqualified.</p>	
Functionality Criteria	Weighting Factor
<p>1 (A). Company experience</p> <p>A Provide experience of similar Total Facilities Management (TFM) work as described in the Annexure C1 - Terms of Reference document under item 7 - Total Facilities Management Scope of Work. The experience gained must be a combination of hard/technical services and soft services in the last 5 years</p> <p>B Bidders to submit a fully completed Annexure A (Contactable reference letter) and DPW-09 (Particulars of Tenderer's Projects) in order to score points. Both Annexure A and DPW-09 must be in alignment</p> <p>Failure to submit as per items listed above under A and B will result in a zero (0) point score for the bidder.</p> <p>Points Allocation</p> <p>5 TFM Contracts or more = 5 points 4 TFM contracts = 4 points 3 TFM contracts = 3 points 2 TFM contracts = 2 points 1 TFM contract = 1 point</p>	25
<p>1 (B). Company experience</p> <p>A Provide experience of similar Total Facilities Management (TFM) experience as described in the Annexure C1 - Terms of Reference document under item 7 - Total Facilities Management Scope of Work. The experience gained must be a combination of hard/technical services and soft services in the last 5 years</p> <p>B Bidders to submit fully completed Annexure A (Contactable reference letter) and DPW-09 (Particulars of Tenderer's Projects) in order to score points. Both Annexure A and DPW-09 must be in alignment</p> <p>Failure to submit as per items listed above under A and B will result in a zero (0) point score for the bidder.</p> <p>Points allocation</p> <p>80 Million TFM contract = 5 points 60 million TFM contract= 4 points 40 million TFM contract = 3 points 20 million TFM contract = 2 points 10 Million TFM contract = 1 point</p>	25

	<p>2. Project development team leader, qualifications, professional registration and experience</p> <p>A Bidder's MUST submit all supporting documents (comprehensive CV, Certified ID copy, certified copy of NQF Level 7 qualifications and certified professional registration certificate in built environment) to score points</p> <p>Failure to submit as per items listed above under A will result in a zero (0) point score for the bidder.</p> <p>Points allocation</p> <p>5 years and more post professional registration experience and including all supporting documents listed above = 5 points</p> <p>4 years post professional registration experience including all supporting documents listed above = 3 points</p> <p>3 years post professional registration experience including all supporting documents listed above = 1 point</p>	
	<p>3. Project Development Team (PDT) qualifications and experience.</p> <p>A Bidder's MUST submit all supporting documents (comprehensive CV's, Certified ID copies, certified copies of NQF Level 7 qualification) for each qualification listed below and a minimum of 3 years experience for the team members</p> <p>B</p> <ul style="list-style-type: none"> 1. Construction Management / Project Management 2. Quantity Surveying 3. Civil Engineering 4. Mechanical Engineering 5. Electrical Engineering 6. Occupational Health and Safety <p>Failure to submit as per items listed above under A and B will result in a zero (0) point score for the bidder.</p> <p>Points allocation</p> <p>PDT comprising of all 6 qualifications as per B above including all supporting documents listed in A above = 5 points</p> <p>PDT comprising of 5 qualifications as per B above including all supporting documents listed in A above = 4 points</p> <p>PDT comprising of 4 qualifications as per B above including all supporting documents listed in A above = 3 points</p> <p>PDT comprising of 3 qualifications as per B above including all supporting documents listed in A above = 2 points</p> <p>PDT comprising of 2 qualifications as per B above including all supporting documents listed in A above = 1 points</p>	10

	<p>4. Total Facilities Management Proposal</p> <p>A Bidders to submit an efficient and effective plan/proposal on items listed below to score points.</p> <p>B</p> <ol style="list-style-type: none"> 1. TFM Mobilisation plan 2. TFM maintenance proposal plan 3. Proposal of Computer Aided Facilities Management (CAFM) system to be implemented (Letter of intent agreement with CAFM system service provider) 4. Green building proposal plan 5. Quality Management Plan specific to TFM <p>Failure to submit as per items listed above under A and B will result in a zero (0) point score for the bidder.</p> <p>Points allocation</p> <p>5 items listed under B= 5 points 4 items listed under B=4 points 3 items listed under B=3 points 2 items listed under B = 2 points 1 item listed under B = 1 point</p>	
	<p>5.Bidders to submit the company's stamped bank ratings not older than 3 months to score points</p> <p>Failure to submit stamped bank rating not older than three (3) months from the relevant bank will result in a zero (0) point score for the bidder.</p> <p>Bank rating A 5 points Bank rating B 4 points Bank rating C 3 points Bank rating D 2 points Bank rating E 1 point</p> <p>NB: Bidders will only be scored based on the stamped banking rating submitted of (A,B,C,D or E)</p> <p>NB:If a stamped bank letter with NO banking ratings (A,B,C,D or E) provided, the bidder will receive zero (0) points</p> <p>NB: In the case of JVs, both bidders will need to submit their stamped bank ratings and the JV will score points based on an average of the two (2) scores</p>	20
	Total	100 Points
<p><i>(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)</i></p>		
	<p>Minimum functionality score to qualify for further evaluation:</p>	65
	<p>D. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS</p> <p><input type="checkbox"/> 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.</p> <p>Table 1</p>	

	Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10		<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2		<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4		<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2		<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • National Council for Persons with Physical Disability in South Africa registration (NCPDSA).
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.																										
<p>Table 2</p> <table border="1"> <thead> <tr> <th>Serial No</th> <th>Specific Goals</th> <th>Preference Points Allocated out of 20</th> <th>Documentation to be submitted by bidders to validate their claim</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)</td> <td>10</td> <td> <ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. </td> </tr> <tr> <td>2.</td> <td>Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)</td> <td>2</td> <td> <ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder • 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. </td> </tr> <tr> <td>3.</td> <td>An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)</td> <td>4</td> <td> <ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. </td> </tr> <tr> <td>4.</td> <td>An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)</td> <td>2</td> <td> <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 (NCPPDSA).</p> </td> </tr> <tr> <td>5.</td> <td>An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)</td> <td>2</td> <td> <ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. </td> </tr> </tbody> </table>				Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim	1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • SANAS Accredited 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 • 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 (NCPPDSA).</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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<input type="checkbox"/>	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.																										

	<p>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.</p>		
Table 3			
Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted 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.
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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>
OR			

	5. <input type="checkbox"/>		National Council for Persons with Physical Disability in South Africa registration (NCPDPA).	
		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: H25/008PF

	<p>E. ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:</p> <p>Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:</p> <p>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.</p> <p>In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will <i>mutatis mutandis</i> be declared non-responsive.</p> <p>E.1 Technical risks:</p> <p>Criterion 1: Experience on comparable projects during the past specify period between 5 and 10 years.</p> <p>The tendering Service Provider's experience on comparable projects during the past specify period between 5 and 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 <i>mutatis mutandis</i> declared non-responsive.</p> <p>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.</p> <p>Criterion 2: Contractual commitment and quality of performance on comparable projects during the past specify period between 5 and 10 years.</p> <p>Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past specify period between 5 and 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 <i>mutatis mutandis</i> declared non-responsive.</p> <p>Aspects to be considered include, but are not limited to the following:</p> <ol style="list-style-type: none">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;
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	<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>
C.2.7	<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> <p>For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1</p>

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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:</p>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
C.2.13.2	<p>The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.</p>	
C.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.</p>	
C.2.13.6 C.3.5	<p>A two-envelope procedure will not be followed.</p>	
C.2.15	<p>The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.</p>	
C.2.16	<p>The tender offer validity period is as per Notice and Invitation to Tender T1.1.</p>	
C2.16.3	<p>Omit the wording of the last sentence for those projects which are subject to CPAP</p>	
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	<p>Access shall be provided for inspections, tests and analysis as may be required by the Employer.</p>	
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: <i>Insert location</i></p>	
C.3.8	<p>The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.</p>	

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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.