



GAUTENGIDZ

INDUSTRIAL DEVELOPMENT ZONE

INVITATION TO BID (OPEN TENDER)

DATE OF ISSUE: 8TH OCTOBER 2021

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF GAUTENG
GROWTH AND DEVELOPMENT AGENCY**

BID NUMBER: GIDZ/04/2021-22/FACILITIES

CLOSING DATE: 5TH NOVEMBER 2021

CLOSING TIME: 11:00

BID VALIDITY PERIOD: 90 DAYS

BRIEFING SESSION: Compulsory Briefing Session

BRIEFING SESSION VENUE: Jewellery Manufacturing Precinct, Superblock Building, OR
Tambo International Airport Special Economic Zone (ORTIA SEZ
PRECINCT 1), Bonaero Drive, ACSA Precinct, Bonaero Park,
1619 (Off the Atlas Road off ramp R21)

BRIEFING SESSION TIME: 11h00

BRIEFING SESSION DATE: 21ST OCTOBER 2021

DESCRIPTION: REQUEST FOR PROPOSALS (RFP) FOR THE APPOINTMENT OF
A FACILITIES MANAGEMENT SERVICE PROVIDER FOR THE
PROVISION OF AN INTEGRATED ASSET AND FACILITIES
MANAGEMENT AT THE OR TAMBO INTERNATIONAL AIRPORT
SPECIAL ECONOMIC ZONE PRECINCT 1 FOR A PERIOD OF
FIVE (5) YEARS

BID SUBMISSION REQUIREMENTS: 2 ENVELOPES.
DUE TO COVID19 WE REQUEST - SUBMISSIONS MUST
BE SUBMITTED IN ONE ORIGINAL HARDCOPY AND 1
X USB COPIES

TECHNICAL (1 ORIGINAL HARDCOPY & 1 x USB COPY)
FINANCIAL (1 ORIGINAL HARDCOPY & 1 x USB COPY)
(NB: PLEASE IT'S A REQUIREMENT TO SUBMIT DOCUMENT AS
REQUESTED)

**BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT: 15TH FLOOR, 124 MAIN
STREET, JOHANNESBURG.**

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CONDITIONS FOR COMPLETING BID DOCUMENTS

| Document | Comments | Compliance | Submitted? (Yes / No) |
|--|--|--|--------------------------|
| SBD 1 (Invitation to bid) | Make sure it is signed | Compulsory | |
| SBD 2 (Tax Status) | TAX STATUS – TCS PIN/CSD Report with valid tax status | Other returnable | |
| SBD 3.3 (Pricing schedule) | Filled or refer to an Annexure or addendum where price is | Bid Pricing (2 nd envelop) | |
| SBD 4 (Declaration of interest) | Make sure it is signed | Compulsory | |
| SBD 6.1 and 6.2 (Preference Points in terms of PPPFA of 2017) | Make sure it is completed and points claimed are allocated as per BBBEE | Compulsory | |
| SBD 8 (Declaration of Bidder's past supply chain management practices) | Make sure it is signed | Compulsory | |
| SBD 9 (Certificate of Independent Bid Determination) | Make sure it is signed | Compulsory | |
| Certified copies of Original of Company Registration Documentation NB: Certification stamp must be original and no more than 3 months old as at date of closing of tender | 1. certificate of registration, 2. change of name certificate (if applicable) 3. register of directors, and most current registered business address (Company Registration: CM1 and CK1, Change of Name Certificate:CM9, Latest Registered address: | Other returnable | |
| Total Bid Price | Total bid price should NOT be completed | Bid Pricing (2 nd envelop) | |
| Vat Registration Certificate | If applicable | Other returnable | |
| BBBEE Certificate or Valid Affidavit | Valid certified copies must be submitted to claim BBBEE points | -Compulsory – ref pre-qualification | |
| Company Profile | Include structure of the company | Part of Functionality | |
| Certified copies of Share Certificates | For all current shareholders if | Other returnable | |
| Certified copies of identity documents | For all current shareholders / | Other returnable | |

APPENDIX A

GLOSSARY

In this document the following words mean:

1. "Bid" means a response from a supplier, contractor or service provider to a solicitation request that, if recommended for award, would bind the supplier, contractor or service provider to perform in accordance with the contract.
2. "Bid validity period" means the period within which a bidder agrees to keep their offer legally binding
3. "Briefing session" means a meeting (the details for which are specified in the Schedule) that may be held by the Agency to provide information about the Tendering Process.
4. "Bid submission requirements" means a specified format and documents required for the submission of bid documents;
5. "Bid documents" means A set of documents issued by the procuring entity, inviting offers (bids, proposals or quotations) for the selection of suppliers, contractors or service providers to fulfill specific requirement.
6. "Declaration of interest" means declaration of any existing relationship between the supplier and any person employed by the Client, particularly officials who are involved in the tendering process,
7. "The preference point system" means the points a service provider will score based on their BBBEE status,
8. "BBBEE" Broad Based Black Economic Empowerment is framework that provides a legislative framework for the transformation of South Africa's economy.
9. "Declaration of past Supply Chain Management practices" means a declaration to be used by the Service Provider in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
10. "Certificate of independent Bid Determination" means a declaration bidders/ suppliers sign as confirmation that their bid has been developed independently from their competitors and that no consultation, communication, contract, arrangement or collusion with any competitor has occurred.
11. "GGDA" means the Gauteng Growth Development Agency
12. "GIDZ" means Gauteng Industrial Development Zone

IF ANY OF THE ABOVEMENTIONED CONDITIONS IS NOT MET AND/OR ANY OF THE REQUESTED COMPULSORY DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE BID WILL BE DISQUALIFIED

1. Bid Documents must be completed with ink (Blue or black) and not typed. No tippex is allowed. All changes must be scratched out and a signature appended next to each change.
2. All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted and will result in automatic disqualification.
3. Bid documents must be secured together preferably bound or contained in a lever arch file as Gauteng Growth and Development Agency will not take any responsibility for any loss of documents as a result of not being properly secured upon submission.

PART A

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF GAUTENG GROWTH AND DEVELOPMENT AGENCY

BID NUMBER: GIDZ/04/2021-22//FACILITIES **CLOSING DATE:** 5th NOVEMBER 2021 **TIME:** 11:00

DESCRIPTION: REQUEST FOR PROPOSALS (RFP) FOR THE APPOINTMENT OF A FACILITIES MANAGEMENT SERVICE PROVIDER FOR THE PROVISION OF AN INTEGRATED ASSET AND FACILITIES MANAGEMENT AT THE OR TAMBO INTERNATIONAL AIRPORT SPECIAL ECONOMIC ZONE PRECINCT 1 FOR A PERIOD OF FIVE (5) YEARS

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

Gauteng Growth & Development Agency
15TH Floor
124 Main Street
JOHANNESBURG
2001

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER.....

POSTAL ADDRESS.....

.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE..... NUMBER.....

CELL PHONE NUMBER.....

FACSIMILE NUMBER CODE..... NUMBER.....

VAT REGISTRATION NUMBER.....

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER:.....DATE:

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE - **BIDDERS NOT TO COMPLETE THIS SECTION AS IT FORMS PART OF ENVELOP NO. 2 (FINANCIAL PROPOSAL)**

A.1.1. CONDITIONS OF BIDDING

1 Proprietary Information

- 1.1 The GIDZ/GGDA considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to GIDZ/GGDA. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of GGDA.

2 Enquiries

- 2.1 All communication and attempts to solicit information of any kind relative to this tender should be in writing and channeled to: Email address: Kgalaletsos@ggda.co.za and zano@gidz.co.za
- 2.2 Please note that the last date for request for information pertaining to this tender will be on the **28TH OCTOBER 2021**
- 2.3 ***Bidders may not contact any other GIDZ/GGDA employee besides contact person mentioned on Paragraph 2.1 above on any matter pertaining to the bid from the time when bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.***
- 2.4 All the documentation submitted in response to this tender must be in English.
- 2.5 The Bidder should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by GIDZ/GGDA in regard to anything arising from the fact that pages are missing or duplicated.

3 Validity Period

- 3.1 Responses to this tender received from suppliers will be valid for a period of **90 days** counted from the closing date of the tender.

4 Submission of Tenders

- 4.1 Tenders should be submitted in duplicate all bound in a sealed envelope endorsed, **GIDZ/04/2021-22/FACILITIES**. The sealed envelopes must be placed in the tender box at 15th Floor, 124 Main Street, Johannesburg by no later than **11h00 on 5TH NOVEMBR 2021**.
- 4.2 The closing date, company name and the return address must also be endorsed on the envelope. If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the BID BOX.
- 4.3 No bid received by telegram, telex, email, facsimile or similar medium will be considered. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.
- 4.4 Amended bids may be sent, together with the original bid, in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing date and time. Submission of amendment bids without also submitting an original bid document as requested will not be considered.

- 4.5 The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.
- 4.6 Kindly note that **GGDA/GIDZ** is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.
- 4.7 **GGDA/GIDZ** reserves that right not to accept the lowest bid of any tender in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and also financially advantageous to **GGDA/GIDZ**.
- 4.8 GGDA/GIDZ also reserves the right to award this bid to a purely empowerment company or may award this bid on conditions that a joint venture with an empowerment company is formed. This may be added as a request to be agreed when contracting.
- 4.9 GGDA/GIDZ also reserves the right to award this bid as a whole or in part without furnishing reasons.
- 4.10 GGDA/GIDZ reserves the right to, amongst other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this bid documents.
- 4.11 An incomplete price list shall render the bid non-responsive.
- 4.12 GGDA/GIDZ reserves the right to review the pricing/financial proposal submitted by the bidder and make an assessment if their proposed costing is market related or not and reserves the right to negotiate or not to negotiate the with the preferred bidder or any bidder as per recommendation of the BAC. The process for negotiation will be governed by the GGDA internal SCM processes as approved and in line with Preferential Procurement Regulation of 2017.
- 4.13 All Conditions in the Joint Building Contracts Committee (JBCC) will apply, however Special Conditions of Contract (SCC) as outlined herein will supersede other conditions. **N/A to this bid**
- 4.13 NB: All reference to GGDA on this bid document includes its subsidiaries who are affected by the deliverable of this bid document
- 4.14 The General Condition of contract are part of this tender document and will be incorporated as an annexure and those will be bidding to the bidder whether they are returned and submitted with the bid response or not and will remain bidding to the bidder whether initialed or not.
- 4.15 None of this bid conditions are to be changed by the bidder unless agreed in writing and approved by GGDA/GIDZ.

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

Tax Compliance Requirements

- 1) Bidders Must Ensure Compliance with Their Tax Obligations.
- 2) Bidders Are Required to Submit Their Unique Personal Identification Number (Pin) Issued By SARS To Enable The Organ Of State To Verify The Taxpayer's Profile And Tax Status.
- 3) Application for Tax Compliance Status (TCS) Pin May Be Made Via E-Filing Through the SARS Website www.sars.gov.za.
- 4) Bidders May Also Submit A Printed TCS Certificate Together with The Bid.
- 5) In Bids Where Consortia / Joint Ventures / Sub-Contractors Are Involved, Each Party Must Submit A Separate TCS Certificate / Pin / CSD Number.
- 6) Where No TCS Pin Is Available but The Bidder Is Registered on The Central Supplier Database (CSD), A CSD Number Must Be Provided.
- 7) No Bids Will Be Considered from Persons in The Service Of The State, Companies With Directors Who Are Persons In The Service Of The State, Or Close Corporations With Members Persons In The Service Of The State."

SECTION B: TERMS OF REFERENCE

APPOINTMENT OF A FACILITIES MANAGEMENT SERVICE PROVIDER FOR THE PROVISION OF AN INTEGRATED ASSET AND FACILITIES MANAGEMENT AT THE OR TAMBO INTERNATIONAL AIRPORT SPECIAL ECONOMIC ZONE PRECINCT 1 FOR A PERIOD OF FIVE (5) YEARS

1. INTRODUCTION

Facilities Management Service Provider (“FMSP”)

1.1 Statement of Purpose

The Gauteng Industrial Development Zone SOC Limited (“GIDZ” or “Gauteng IDZ”), Commercial and Facilities Division, issues this Request for Proposal (“RFP”) for the purpose of identifying suitably qualified Facilities Management Professional Service Providers who have the capacity and experience to provide an Integrated Asset and Facilities Management (“IAFM”) service as the Facilities Management Service Provider at the OR Tambo International Airport Special Economic Zone Precinct 1 (“ORTIA SEZ Precinct 1”).

1.2 Background

Established in 2009, the Gauteng IDZ is a subsidiary of the Gauteng Growth and Development Agency (“GGDA”) which was established as a special purpose vehicle to manage the conceptualization, design, development, and operationalization of the OR Tambo International Airport Special Economic Zone (“ORTIA SEZ”) Programme situated at Africa’s largest and busiest international airport located in Johannesburg, South Africa.

The Gauteng IDZ is a Gauteng Provincial Government (“GPG”) initiative to realise the objectives of implementing its economic development goals. The initiative is aligned to the priorities set out by the national and provincial Government, which among others include leading, facilitating and managing sustainable job creation and inclusive economic growth and development in Gauteng.

In lieu of the non-availability of contiguous land parcels around the land initially designated as an Industrial Development Zone (“IDZ”) at OR Tambo International Airport, the ORTIA SEZ Programme is being developed in a multi-site phase approach. In this regard, the first phase of the SEZ Programme – measuring 7.5ha located within the property boundaries of the OR Tambo International Airport, is presently under construction, with commencement of delivery for the balance of the remaining buildings with aligned operations targeted to commence in April 2021. Taking advantage of the competitive location of the GIDZ at Africa’s largest and busiest airport. The GIDZ SOC Limited has completed development of the first phase (Precinct 1) of the 7.5ha land parcel of the multi-sector high-value-low mass zone that incorporates the packaging and/or

manufacturing of agro, jewellery, diamonds and other high-value-low mass products for export through the OR Tambo International Airport.

The GIDZ SOC Limited's mandate is to drive the development of the OR Tambo SEZ Programme and in so doing the agency is a registered public sector Schedule 3C of the PFMA appointed to develop and manage infrastructure assets under its custodianship. In this regard the GIDZ SOC Limited has to date:

- Enabled bulk infrastructure on the site.
- Developed a precinct master plan.
- Prepared the site for further development.
- Completed construction of the Northern Precinct Phase 1 development of an agro-processing facility: and
- Secured tenants in the Southern Precinct Phase 2 for a further seven (7) buildings on the site.

The GIDZ SOC Limited has to date secured tenants for the remaining 7 buildings to be developed including the construction of the security guardhouse 1 and 2 at the Southern Precinct Phase 2 site of the greater 7.5ha land parcel earmarked for the development of a Jewellery Manufacturing Precinct ("JMP") site to accommodate the signed tenants. These buildings will comprise of a mixture of warehouse, manufacturing, and office space. This further designates the requirement of the GIDZ's responsibility to ensure that all infrastructure that is to be developed has been properly capacitated for the operational management of the JMP sites post-construction as an asset class and investment to ensure all daily operations in the form of asset, property and facilities management is provided for to its tenants.

1.3 GIDZ's Objectives for this tender

- a) The GIDZ seeks to enter into a contract with a leading Facilities Management service provider for a period of five (5) years.
- b) The above contract is subject to the quality and service standard as defined by the GIDZ.
- c) The GIDZ aims to establish a sustainable relationship with the appointed FMSP, which focuses on mutual **reliability, efficiency, and effectiveness of** facilities under management.

The interested FMSP needs to take cognizance of the fact that the GIDZ may have existing internal personnel executing, or contracted outsourced resources, to deliver certain functions/services. Accordingly, the preferred FMSP will be required to utilize commercially reasonable efforts to manage the performance of their services and those services provided by the existing GIDZ resources, with the goal that the FMSP provides a seamless, end-to-end service such that the GIDZ achieves a reliable service throughout the precinct without material disruption.

In addition, the GIDZ has procured term contracts with service providers to provide the following

services in relation to FM service delivery within the ORTIA SEZ Precinct 1. These services are part of the scope as defined in this RFP and will form part of the contracted services with the FMSP:-

- a) Term Contract for Security and Risk Management Services
- b) Term Contract for Utilities Management

Furthermore, the GIDZ recognizes that the FMSP may utilise its own outsourced resources (i.e. sub- contractors) to execute and perform certain functions and services. The preferred FMSP will be required to use commercially reasonable efforts to integrate such outsourced resources and manage the performance of those resources/service providers until end of term. It is recognized that the preferred FMSP may have their own sub-contractors, therefore it will be required of the preferred FMSP to submit their schedule of service providers as part of this RFP requirements. The composition of the schedule of service providers shall be prepared with a view to meeting the GIDZ's B-BBEE targets, details of which will be provided as part of this bid document.

The details of personnel skills, service providers and outsourced contract terms and conditions must be included as part of the terms of submission with regard to this RFP.

2. SCOPE OF WORKS

2.1 The Need

The GIDZ (*"the Employer"*) is seeking to appoint a Facilities Management Service Provider ("FMSP") for a period of five (5) years subject to quality and standard of performance of delivery of service by the FMSP. Should the FMSP fail to perform at the standards required by the Employer. The Employer may consider grounds for termination of the contract. The FMSP shall possess a solid track record and capability statement in efficient and effective delivery of a holistic facilities management service that:

- 2.1.1 The FMSP must have a demonstrable track record of having completed similar projects within South Africa and beyond.
- 2.2.2 The FSMP must demonstrate the ability to deploy resources with demonstrable local experience, having been responsible to design and deliver a fully integrated facility management solution. The FMSP is required to provide a minimum of three (3) and a maximum of five (5) contactable references.
- 2.2.3 Personnel to be deployed on the project must be able to provide CVs to demonstrate experience in similar projects and give details of specific roles for this project and must have competent FM Managers as recommended by SAFMA.
- 2.2.4 Demonstrate the technology platform/s and solutions that will be used to effectively monitor, manage, and report on a fully integrated facility management portfolio. Such system or platform must be integrated and allow

for integration into existing client systems.

2.2.5 This RFP requires for the FMSP to exhibit the benefits of their solution to the GIDZ and demonstrate that the FMSP has the ability to customize solutions to suit the needs of the GIDZ.

2.2.6 Demonstrate value proposition for the GIDZ.

2.2.7 The FMSP is required to provide integrated support service solutions, which clearly demonstrate their competence in:

- a) Maintenance management of all infrastructure, plant, equipment, and systems.
- b) Procurement, management, and delivery of soft services.
- c) Contract management and administration.
- d) Provide an oversight role as and when services are required over the entire range of FM responsibilities including but not limited to:
 - i) Lifecycle Replacement and Refurbishment.
 - ii) Furniture renewal.
 - iii) Space planning and churn.
 - iv) Variation orders.
 - v) Small works.
- e) Quality and Risk Management.
- f) Management of Occupational Health and Safety and its System.
- g) Environmental Management and System including utility management and environmental sustainability.
- h) Call centre administration, query management, call resolutions and customer relationship.
- i) Performance Management, record keeping and information management and Reporting.
- j) Emergency responsiveness / business continuity; and
- k) Technology and appropriate solutions to optimise services as may be necessary.

The aim is to deliver reliable, effective, and efficient facilities services to meet the business demands of the ORTIA SEZ Precinct 1 to manage the property risks on behalf of the GIDZ.

2.2 Status of the Development and Construction Delivery Programme

The GIDZ has to date completed development of the first phase, being that of the Northern Precinct in which the In2Food Facility is located, at the 7.5ha land parcel of the multi-sector high-value-low-mass zone that incorporates the packaging and manufacturing of agro-processed foods, precious metals, diamonds, and other high-value-low-mass products for export through the OR Tambo International Airport.

Construction of the second phase for the Jewellery Manufacturing Precinct (“JMP”) for which tenants have been secured at the Southern Precinct is planned for commencement in October 2020, mainly to construct six (6) new buildings (i.e. Building 3, 5, 6a, 6b, 7 & 8), a multi-level Parkade, completion of two (2) single storey Guard Houses, and connection of the various buildings to the existing bulk infrastructure. These buildings will comprise of a mixture of warehouse, manufacturing, and office space.

The interested FMSP shall be responsible for efficient and effective implementation of facilities

management at the ORTIA SEZ Precinct 1. The FMSP must prepare a **“Work Plan”/“Service Delivery Matrix”** that addresses all the tasks listed below and assign timelines for conclusion of each task. These must be presented in the form of a work plan that will be reviewed by the Bid Evaluation Committee. The various levels of support will in all probability be conducted concurrently and not necessarily sequentially and this must be reflected in the work plan.

Bidders are advised to take cognizance of the construction approach to the delivery of the remaining structures planned Building 2 – MetCon completed in November 2020 and Building 4 – Super Block/Office Block coming on stream as at the end of April 2021.

It is therefore expected of the FMSP to plan their delivery outputs as per the anticipated programme planned below:

| Anticipated Corporate Real Estate Strategy: Integrated Asset and Facilities Management Implementation Project Delivery Programme | | | | | |
|---|---|---|--|--|---|
| IAFM Implementation Project Delivery Programme | Phasing-in of Limited Services Required | | Roll-out of the Full CRES: IAFM | | |
| | Year 1 April 2021 to March 2022 | Year 2 April 2022 to March 2023 | Year 3 April 2023 to March 2024 | Year 4 April 2024 to March 2025 | Year 5 April 2025 to March 2026 |
| <p>The FMSP's delivery outputs must align to the Main Contractor Construction Programme</p> | <p>Onboarding of the tenants will commence at Practical Completion:</p> <ul style="list-style-type: none"> - Building 1 (In2Food) - Building 2 (MetCon) - Building 4 (Super Block/Office Block) Multi-tenanted Commercial Office Block | <p>Onboarding of the tenants will commence at Practical Completion:</p> <p>Construction of the remaining six (6) buildings of the JMP Top Structure sites (Building 3, 5, 6a, 6b, 7 & 8) to be developed including the construction of the security guardhouse 1 and 2, a multi-level Parkade, completion of two (2) single storey Guard Houses, including all connections to the existing bulk infrastructure.</p> <ul style="list-style-type: none"> - These buildings will comprise of a mixture of warehouse, manufacturing, and office space. | <p>Ongoing full roll-out of CRES: IAFM</p> | <p>Ongoing full roll-out of CRES: IAFM Final year of contract with FMSP (skills transfer and handover processes and finalizing the CAFMS licensing arrangements, etc.)</p> | |

| | | | | |
|--|--|--|--|--|
| | | <ul style="list-style-type: none"> - anticipated construction programme 18 – 24 months from date of Main Contractor appointment (February 2021). - Anticipated construction completion planned for January 2023. | | |
|--|--|--|--|--|

As per the above table, it is expected that the FMSP understand the complex nature and the out of the ordinary environment for the **IAFM Implementation Project Delivery Programme** that the GIDZ finds itself in and due to the very nature of executing work and aligning the annual budgeting processes. A 5-year programme as envisaged as per above table wherein the following are applicable, but not limited to:

Phasing-in of Limited Services Required (Year 1 to 2)

- o FMSP Site Establishment
- o Assess and establish all current scope of works
- o Establishment of all internal and external processes and systems
- o Development/Establishment of ICT systems and call-centre/front desk assistance
- o The FMSP’s delivery outputs must align to the Main Contractor Construction Programme
- o Onboarding of the tenants will commence at Practical Completion
- o Limited delivery of scope of services based on Main Contractor Construction Programme

Roll-out of the Full Scope of CRES: IAFM Services (Year 3 to 5)

- o Delivery of the full scope of work as per the FMSP’s service delivery work plan
- o Build and maintain best-practice programme and project governance controls
- o Establish and maintain regular and accurate FM service reporting
- o FMSP to ensure reliability, efficiency, and quality of service throughout the contract
- o Manage the delivery of cross-functional and strategic projects
- o Ensure skill capacity and transfer

2.3 Size and Occupancy of Buildings

The size and occupancy of buildings are given in the table below:

| JMP Top Structures | | | | | | | |
|--------------------|----------------------|---------------|--------------------------------------|---|-------------|---------------------|------|
| Type of Lease | Level | Tenant/s | Gross Floor Area/s (m ²) | Gross Lettable Area/s (m ²) | % (GLA/GFA) | Gross Common Area/s | |
| JMP Building 2 | Land Lease (DBFOT) | Ground Storey | Single-tenant | 2180 | 2180 | 100% | 0 |
| | | First Storey | | 1536 | 1536 | 100% | |
| | | | | 3716 | 3716 | 100% | |
| | | | | | | | |
| JMP Building 3 | Net Facility Lease | Ground Storey | Multi-tenanted | 1223 | 225 | 18% | 493 |
| | | First Storey | Multi-tenanted | | 230 | 19% | |
| | | | | | 238 | 19% | |
| | | | | | 1223 | 342 | 28% |
| | | Second Storey | Multi-tenanted | | 152 | 12% | |
| | | | | | 230 | 19% | |
| | | | | | 238 | 19% | |
| | | | | | 1223 | 239 | 20% |
| | | | | | 256 | 21% | |
| | | | | | 230 | 19% | |
| | | | 238 | 19% | | | |
| | | | 3669 | 2618 | 71% | 939 | |
| JMP Building 4 | Net Facility Lease | Ground Storey | Multi-tenanted | 3407 | 3407 | 100% | 1969 |
| | | First Storey | Multi-tenanted | 2438 | 2438 | 100% | 261 |
| | | Second Storey | Multi-tenanted | 2438 | 2438 | 100% | 843 |
| | | TOTAL/s | | 8283 | 8283 | 100% | 3074 |
| JMP Building 5 | Gross Facility Lease | Ground Storey | Single-tenant | 1828 | 1429 | 78% | |
| | | First Storey | Single-tenant | 1840 | 1692 | 92% | |
| | | Second Storey | Single-tenant | 1894 | 1756 | 93% | |
| | | TOTAL/s | | 5562 | 4877 | 88% | 0 |

| | | | | | | | |
|------------------|----------------------|---------------|--------------------|------|------|------|-------------|
| JMP Building 6A | Gross Facility Lease | Ground Storey | Single-tenant | 240 | 240 | 100% | |
| | | First Storey | Single-tenant | 240 | 240 | 100% | |
| | | Second Storey | Single-tenant | 240 | 240 | 100% | |
| | | TOTAL/s | | 720 | 720 | 100% | 0 |
| JMP Building 6B | Landlord Managed | Ground Storey | Security Screening | 215 | 215 | 100% | 215 |
| | | TOTAL/s | | 215 | 215 | 100% | 215 |
| JMP Building 7 | Net Facility Lease | Basement | Single-tenant | 125 | 125 | 100% | |
| | | Ground Storey | Single-tenant | 565 | 565 | 100% | |
| | | First Storey | Single-tenant | 565 | 565 | 100% | |
| | | Second Storey | Single-tenant | 565 | 565 | 100% | |
| | | TOTAL/s | | 1820 | 1820 | 100% | 0 |
| JMP Building 8 | Net Facility Lease | Ground Storey | Single-tenant | 330 | 330 | 100% | |
| | | First Storey | Single-tenant | 363 | 363 | 100% | |
| | | Second Storey | Single-tenant | 363 | 363 | 100% | |
| | | TOTAL/s | | 1056 | 1056 | 100% | 0 |
| JMP Building 9 | Landlord Managed | Ground Storey | Guardhouse 1 | 28 | 28 | 100% | 28 |
| | | TOTAL/s | | 28 | 28 | 100% | 28 |
| JMP Building 10 | Landlord Managed | Ground Storey | Guardhouse 2 | 22 | 22 | 100% | 22 |
| | | TOTAL/s | | 22 | 22 | 100% | 22 |
| sub-total | | | | | | | 7351 |
| JMP Building 11 | Landlord Managed | Ground Storey | Parkade | 5005 | 5005 | 100% | 5005 |
| | | First Storey | | 5005 | 5005 | 100% | 5005 |

| | | | | | |
|-------------------|---------------|--------------|--------------|------|--------------|
| | Second Storey | 5005 | 5005 | 100% | 5005 |
| | TOTAL/s | 15015 | 15015 | 100% | 15015 |
| sub- total | | | | | 15015 |
| TOTAL | | 40106 | 38370 | 96% | 22366 |

****NOTE:** The FMSP is required to provide cleaning services ONLY to the Gross Common Area(s) and NOT required to provide cleaning services the Gross Lettable Area(s) as some tenants have opted to do their own internal cleaning services.

2.4 GIDZ Lease Agreement Types

In the context of the GIDZ the following lease agreements will mean the following:

**** Building 01, 6a, 07 and 08 constitutes a Gross Facility Lease Agreement** where the Tenant is responsible for all the costs of operating and maintaining the Facility including their pro-rata share of Precinct grounds common area costs and the provision of security services, with the Lessor retaining responsibility for the structural maintenance of the Facility as well as the maintenance and repair of bulk connection services i.e. electrical, water, sewerage, and other installations.

**** Building 02 constitutes a Land Lease Agreement Design, Build, Finance, Operate and Transfer (“DBFOT”)** including their pro-rata share of Precinct grounds common area costs and the provision of security services, where the Tenant is responsible, at its cost, for all maintenance (including structural maintenance) of the Facility and their use of exclusive use areas, whilst the Lessor retains responsibility for the maintenance of the Precinct, including the maintenance and repair of bulk connection services in relation to the Precinct i.e. electrical, water, sewerage and other installations.

**** Building 03, 04 and 05 constitutes a Nett Facility Lease Agreement** where the Tenant is responsible for all costs of operating the Leased Premises and maintaining the interior of the Leased Premises (including any air-conditioning equipment servicing the Leased Premises save the central plants) to the reasonable satisfaction of the Lessor. The tenant shall also be responsible for their pro-rata share of Precinct grounds common area costs and the provision of security services. The Lessor shall retain the responsibility for the maintenance and repair of bulk connection services i.e. electrical, water, sewerage, and other installations, including control and access into and out of the JMP, general maintenance and running of the JMP.

The GIDZ is as Lessor, specifically required to provide the following general management services in respect of all three lease types concluded above:

- Fire and emergency equipment;
- The provision of minimum lighting, security, and IT server support in the event of a power outage;
- Meter reading;
- Perimeter and precinct access security;
- Common area streetlights, globes, and tubes;
- Common areas cleaning costs, cleaning materials and consumables;
- Precinct landscaping and gardening; and
- Pest control.

2.5 Description of the Integrated Services Required

2.5.1 Asset Management

2.5.1.1 *Property Portfolio Management*

- Manage the property portfolio so as to maximize the performance of such portfolio and in addition to procure the performance of all such administrative and accounting functions on behalf of GIDZ;
- Effect such authorized capital expenditure as may be necessary to maintain the property portfolio, including the refurbishment of existing properties in the property portfolio, provided that in effecting such expenditure as aforesaid, the service provider shall at all times only commit to and/or incur expenditure which is identified in the approved budget for the year in question;
- Any capital expenditure required that exceeds the budget or is a special item not stipulated in any budget item will be proposed and motivated to customer for written approval prior to any work being undertaken;
- Recommend general strategies to maximize the performance of the property portfolio;
- Recommend letting policies and leasing terms as required by prevailing market conditions in accordance with objectives for the property portfolio;
- Conduct research into prevailing rental rates and leasing terms offered in localities where the property portfolio is represented and comparative localities and research of general market conditions prevailing in such localities as when requested by GIDZ;
- At least two months before the beginning of each financial year, the Service provider shall prepare a budget of total anticipated income and expenditure in respect of the property portfolio for the following twelve-month period together with forward projections, if so required by GIDZ, and shall submit such budget to the GIDZ for approval at the beginning of the relevant financial year in a format acceptable to GIDZ.
- Arrange and ensure monthly meetings take place within the first week of the month to discuss the following submitted by the service provider:
 - Monthly financial reports,
 - Maintenance report,
 - Tenancy report
 - any other related matters
- Ensuring that the recoveries of the utilities (water and electricity) is aligned to GIDZ's actual bill from the City of Joburg and that metering's are done;
- Liaison with local and other authorities;
- Resolving utilities bill disputes with City of Johannesburg (CoJ) and/or any incorrect charges.
- Responsible for maintenance of utilities (water and electricity) meter reading.

2.5.1.2 *Leasing and Lease Management*

- Record keeping of all lease documentation (including agreements, proof of payment and disputes) both electronically and hardcopies
- Management of concluded leases including terms and conditions contained in the lease

agreements

- Ensure that all renewals and new leases meet the projected income
- Manage handing of keys to the new tenant after ensuring all necessary document including lease agreement has been signed and that the tenant meets all requirements including the payment of deposits;
- Maintain a proper rental roll with clear names of tenants and or vacant spaces.
- Review and recommend the updating of lease agreements;
- Perform reconciliations including financial records, tenant listing to rental roll, lettable spaces to tenant listing and vacancies;
- Implement a professional management system to facilitate effective and efficient leasing management service and reporting as per customer requirements.

2.5.1.3 Rent Roll (done per building)

- Accurate calculation and capturing of current lease rates
- Rent roll to tie in with the rentable office space
- Monthly report on the status and variances
- Manage collections of rental, deposits and other contributions pursuant to the lease;
- The refund of rental deposits to tenants as and when they fall due
- Compile related accounting reports as required such as annual lease smoothing, property valuation etc.

2.5.1.4 Building/Property Maintenance

- The appointment and management of contractors, negotiations and finalization of all service provider contracts and/or service level agreements.
- The payment of accounts;
- Tenant liaison and attending to tenant requirements;
- Arranging maintenance and preventative maintenance (including but not limited to fire control measures) and submitting such proposals to GIDZ for review and approval prior to implementation;
- Ensure the building and all service providers are compliant with the Occupational Health and Safety Act, including such maintenance of fire equipment and air conditioning systems in common areas of both premises.
- Arrange for parking bay signage for tenants as per their lease agreements where applicable
- Make provision for parking management solutions, security and/or emergency services and other utility services such as plumbing, electrical, aircon maintenance and lift maintenance services on behalf of the tenants.

2.5.1.5 Debt & Arrears Management

- Manage debtors effectively and efficiently to minimize long outstanding debtors
- Advise GIDZ on ways to control bad debts
- Enforcement of the payment date
- All late payments should bear maximum interest.
- Formulate and execute strategy to address long outstanding debtors before

becoming baddebts and a strategy to manage bad debts.

2.5.1.6 Legal Process

- Liaison with attorneys and supervision of legal actions subject to conditions of legal action to be pre-determined in a procedure and agreed with the GIDZ. Such activities to be reported on quarterly and/or at intervals to be agreed upon;
- Management of legal processes to optimize recoveries and minimize losses.

2.5.1.7 Tenant Installations

- Manage and supervise tenant installations.
- All installations to be negotiated strictly at entry point only.
- Installations/Refurbishing should match the maintained standards on site and must be approved by the respective Facilities and/or Property Manager.

2.5.1.8 Leasing Policies and Procedures

- Update and develop new leasing policies, as and when required e.g.:
 - Lease agreement and documentation
 - Conditions of leased premises and a variety of other relevant policies
 - Occupancy related procedures and processes
 - Legal compliance, documentation, and procedures
- Ensure that company policies and procedures are consistently applied to warrant compliance.

2.5.1.9 Performance Management

- Establishing all necessary management and control systems;
- Ensure that the value of the Precinct properties is maximized, and operating costs reduced.
- Ensure that the tenants can operate effectively and efficiently.
- Maintain high client satisfaction levels in terms of competitive service.

2.5.1.10 Payments of collections rental and financial records

- Collect all rental fees including recoveries for utilities and deposit any outstanding leasedebts;
- Make payments to GIDZ within 5 working days of the following month, all monies collected from tenants on behalf of GIDZ;
- Submit all financial records required by GIDZ Finance within 3 working days of the following month;
- Submit any information as may be requested by GIDZ Finance from time to time for decision making or if required for audit purposes;
- Maintain evidence of all financial transactions and provide to auditors when requested;
- Provide information required for budgeting and/or projections and or for resolving any disputes with tenant;
- Maintain financial information in an adequate accounting system that has at-

least the following:

- proper controls acceptable for safe-guarding GIDZ monies and produce reliable accurate and complete financial information;
- that can produce customized reports to suit the formatting of monthly reporting by GIDZ to its stake holders;
- Ideally easy to read system and reports and easy to include the financial information into GIDZ accounting system by way of journals.

2.5.1.11 General Reporting Requirements

- Report to GIDZ in respect of its functions and operations monthly or at intervals specified by GIDZ, and at such further or other times as may be required by GIDZ in a format specified by GIDZ;
- A monthly operating statement, including rentals and other revenues received and expenses incurred,
- An annual Operating Plan to be submitted for review and approval by GIDZ, which plan shall set forth the proposed operations relating to the Project for the next succeeding calendar year, and
- An annual reconciliation of Common Area expenses and assessments.
- Obtaining and checking turnover statements from tenants where applicable;
- Presenting turnover statements and reporting thereon;
- Preparation of the straight lining calculation.

2.5.1.12 Trust Account

- Service provider shall be responsible to maintain a trust account at financial institutions designated by GIDZ.
- As and when received, deposits all rentals, rental deposits and other amounts paid to the service provider in the course of its management, control and administration of the property in a trust banking account maintained by the service provider in accordance with the provisions of the Estate Agents Act, No 112 of 1976, as amended;
- Remit the net amount due to GIDZ within 5 working day of following month.
- GIDZ will be provided with a detailed bank statement of this trust account reflecting all income received and expenses paid by the service provider in the course of its management and administration of the property in respect of that month.
- Monthly written management reports in the format agreed from time to time between the parties are to be submitted by the service provider. Such reports to contain, inter alia, a general analysis, debtors, income statements, legal proceedings, etc.

2.5.2 Facilities Management

The GIDZ's scope of envisaged facilities management operations is currently defined to include, but is not limited to, the following:

The services required at the facility are:

Developing a user immovable asset management plan As this is a newly constructed industrial Precinct the FMSP will have to develop 5-year User Immovable Asset Management Plan (“UAMP”) through an audit of all the facilities the ORTIA SEZ Precinct 1 makes use of in the provision of its approved programmes. The audit must strictly follow the existing UAMP prescripts as required by Government Immovable Asset Management Act (“GIAMA”).

The development of the asset life cycle plans of the Precinct The appointed FMSP will be expected to develop a facility specific life-cycle plan for the planned useful life of the facility or a minimum 30-year horizon.

The development of a comprehensive FM service plan and its implementation over the full contract period.

Monthly reporting on FM services in terms of implementation and financial progress against the developed FM and maintenance plans.

Developing Maintenance Plans The development of maintenance plans, including both planned and unplanned maintenance, for the ORTIA SEZ Precinct 1. The maintenance plans must be based on the results of the condition assessment.

2.5.2.1 Asset Assessment

2.5.2.1.1 Asset Verification

The FMSP will be required to perform asset verification audit annually to enable the GIDZ to collate the necessary information pertaining to assets assigned to the precinct and buildings as well as to enable GIDZ to keep track of details of each asset, ensuring control and preventing misappropriation of assets. In this regard, the GIDZ will issue existing asset register, as a baseline and the FMSP will be expected to verify this asset register for accuracy and true reflection. This is in addition to fulfilling the requirements of the reporting standards on property plant and equipment and the impairment of assets. In essence the FMSP will be required to verify and maintain the Assets Register including, but not limited to:

- a) Establish the physical existence of the assets and reference such to asset register
- b) Ascertain the location of the assets
- c) Tag the assets (if required)
- d) Establish the condition of the assets
- e) Update a register for GIDZ review and sign-off and final update to GIDZ records

2.5.2.1.2 Asset Condition Assessments

The task of the FMSP will be to verify the condition of the assets by conducting routine annual audit against this baseline, involving a multi-disciplinary review of the assets which comprise infrastructure, systems, equipment within the facility as well as a building assessment. A technical investigation and review of assets, systems and the building/site is to be completed

to provide trends and findings and make recommendations regarding the root cause of deterioration, or failure symptoms, and the estimated costs of repair. The output of the routine condition assessments is:

Individual immovable asset condition assessment reports in a pre-agreed format.

Individual facility Target Cost Estimates, including Activity Schedules for key elements. This is required for each asset requiring refurbishment or renovations according to the condition assessment.

Maintenance plans for each asset at all facilities including lifecycle planning and costing in terms of the applicable activity schedules.

A facility file needs to be produced which has consolidated information per facility. The data should be summarised in a Facility Condition Index that provides an objective benchmark against which the GIDZ can monitor changes over time.

The scope of the condition assessment includes (but are not limited to) the below systems for the identified facilities.

- a) Building fabric (external and internal including items such as floors and floor covering, walls, windows, doors, ceilings)
- b) Structural and Foundation systems - exposed systems only
- c) Electrical services, distribution, and systems
- d) Fire detection, suppression, systems, and accessibility compliance
- e) Electronic equipment and systems
- f) Access control and security equipment and personnel
- g) Grounds, fencing, landscaping (habitat and indoor plants), civils (including road infrastructure on Bonaero Drive only) and attenuation pond
- h) HVAC, geyser, mechanical equipment
- i) Lifts and escalators
- j) Plumbing and drainage (storm water and wastewater)
- k) Furniture and other fitting (FF&E)
- l) ICT and systems

2.5.2.1.3 Occupational Audit Services

The FMSP shall provide occupational audit services as requested by the GIDZ on an Ad Hoc basis, which include:

- a) Fire Compliance
- b) Ergonomic assessments
- c) Health and Safety including air quality assessment
- d) Evacuation and Way-finding Signage requirements
- e) For all optimisation, upgrades, relocation of people and statutory compliance projects

2.5.2.2 Scheduled Maintenance

2.5.2.2.1 *Soft Services*

The FMSP will provide the Soft Services on a Frequency, Ad Hoc or Routine basis and in response to a Service Request. The type and level of service to be provided will be documented in the work-plan/servicedelivery matrix (Schedule 15). The Soft Services include:

2.5.2.2.2 *Cleaning including cleaning at heights and cleaning for compliance with Covid-19 requirements*

The FMSP shall provide cleaning services on a Frequency basis, and in exceptional circumstances as requested by the GIDZ on an Ad Hoc basis, which include, but not limited to:

- a) Floor maintenance
- b) Detailed cleaning including periodic cleaning of HVAC ducts and vents
- c) Handrails and fittings
- d) Building interiors, immediate exteriors (including roofs, rainwater goods, parking)
- e) Deep cleaning of areas including high places and service ducts
- f) Site cleaning of Building 4 (Super Block) main reception area, cabinets, and furniture

2.5.2.2.3 *Security Services*

The FMSP shall provide services on a routine basis and/or when requested which includes but not limited to:

- a) Joint Operations Centre Management in partnership with the GIDZ's appointed Security services provider
- b) Parking Management

2.5.2.2.4 *Hygiene*

The FMSP shall provide the hygiene services on a Frequency basis, and in exceptional circumstances as requested by the GIDZ on an Ad Hoc basis, which include but not limited to:

- a) Floors, mirrors, and walls
- b) Toilets, urinals, and basins
- c) Sanitary bins and waste bins

2.5.2.2.5 *Pest and Wildlife Control*

The FMSP shall provide services for the management and control of animals deemed as "pests" (in accordance with wildlife and conservation statutory requirements) on a Frequency basis and in exceptional circumstances as requested by the GIDZ as an AdHoc service.

2.5.2.2.6 *Waste Management*

The FMSP shall provide waste management services on a Frequency basis, and in exceptional circumstances as requested by the GIDZ on an Ad Hoc basis, which include but not limited to:

- a) Domestic waste
- b) Hazardous waste generated
- c) Recyclable waste

2.5.2.2.7 *Gardening*

The FMSP shall provide the gardening services including planting, plant replacement, water features and watering on a Frequency basis, and in exceptional circumstances as requested by the GIDZ on an Ad Hoc basis, which include but not limited to:

- a) Lawns
- b) Shrubs and ground cover
- c) Pruning of trees
- d) Paving, gravel, and rock elements
- e) Landscaping
- f) Perimeter maintenance
- g) Clearing of overgrown shrubs at the attenuation pond

2.5.2.2.8 *Bush Clearing for Fire Prevention*

The FMSP shall provide bush clearing and fire protection services shall be provided on a Frequency basis, or in exceptional basis on an Ad Hoc basis as requested by the GIDZ, which include:

- a) Grass to be cut to create a fire break of 1,50 m with a tolerance of 200 mm from a boundary and all trees
- b) Grass to be cut in and around the site as required
- c) Bush to be trimmed or removed as required and alien vegetation removed as directed

2.5.2.2.9 *Occupational Hygiene Services*

The FMSP shall determine the benchmarks, corrective actions, guidelines, and assessment of chemical, physical, biological, and ergonomic stressors as requested by the GIDZ and on an Ad Hoc basis.

2.5.2.2.10 *Workplace Planning*

The FMSP shall provide workplace services as requested by the GIDZ on an Ad Hoc basis, which include but not limited to:

- a) Management of bookings of conferencing facilities at the ORTIA SEZ Precinct 1 as well as the co-ordination of all related conferencing services
- b) Provisioning and maintenance of interior office plants
- c) Advise on how to achieve a physical work environment that is:
 - i) Conducive to optimal productivity
 - ii) Ergonomically sound
 - iii) Cost effective
 - iv) Churn friendly
 - v) Without fire, security, health, and environmental hazards

2.5.2.2.11 Office Churn Management

The FMSP shall provide office churn management services as requested by the GIDZ on an Ad Hoc basis, which includes but not limited to:

- a) Management and delivery of all churn requirements while ensuring that the workplace is compliant with all the GIDZ standards and statutory requirements regarding the workplace
- b) Notification of Security and Investigations when personnel or equipment are to be moved from one building to another

2.5.2.3 Hard/Core/Technical Services

- a) Technical Services will be provided for on a Routine basis, unless otherwise specified or requested from the GIDZ.
- b) In performing the Technical Services, the FMSP shall comply with all relevant GIDZ Policies, and Applicable Laws, including Occupational Health and Safety and Electrical Certificate of Compliance.
- c) The FMSP will provide maintenance of the Technical Services, which includes but not limited to:
 - i) Programmed and preventative maintenance to the original equipment manufacturer specification or where such specification would not ordinarily exist such as for best industry practice for buildings in South Africa
 - ii) Reactive maintenance in response to alarms, calls or self-notified incidents where the infrastructure or equipment has ceased to operate at its designed functionality
- d) The list of services below addresses the common service types and is by no means exhaustive. Through the asset and conditional assessment processes, any services/equipment identified as being critical for upkeep must be presented to the GIDZ for assessment and potential inclusion into the list of items for maintenance.

The FMSP will provide Hard/Core/Technical Services for the following but not limited to:

2.5.2.3.1 Maintenance Services

- a) Routine programmed and preventative maintenance, repair and/ or replacement of worn or faulty components.
- b) Reactive maintenance, repair and/or replacement of worn or faulty components, arising from a loss of performance or availability of plant or equipment.
- c) Reactive maintenance, repair and/or replacement of worn or faulty components, arising from a loss of performance or availability of buildings or the GIDZ built environment infrastructure including furniture fittings and fixtures.
- d) Routine testing of alarms of electrical and HVAC systems and confirmation with the GIDZ surveillance that all alarms are functional.
- e) Facilitation and management of requisite statutory inspections and passing thereof including but not limited to:
 - iii) Stairwells, Lifts and Lift Lobbies
 - iv) Fire and Evacuation
 - v) Pressure Equipment (Pressure vessels)
 - vi) Electrical infrastructure
 - vii) Mechanical infrastructure and HVAC
- f) Ad Hoc requests from the GIDZ for maintenance, repair and/ or replacement of worn or faulty components activities not covered by programmed or reactive maintenance and not a requirement due to plant and equipment or immovable or movable asset failure that could be ascribed to a failure to maintain or operational wear and tear, operator failure or negligence of the GIDZ Employees, stakeholders/tenants, unforeseen circumstances or misuse;
- g) Maintenance does not include a failure incident due to theft or vandalism, the GIDZ personnel/stakeholder/tenant gross negligence or willful misuse.
- h) Fault definition which refers to Equipment failure, component failure, loss of redundancy, partial or total loss of performance or availability of plant or equipment or the increased risk of failure.

2.5.2.3.2 *Plant Obsolescence and/or Plant Normal Economic Life*

- a) Where it has been proven that equipment spares are obsolete or not commercially available and/ or where the plant age has exceeded the accepted Normal Economic Life of the plant by more than 20% and where it can be proven that the plant failure rate is above normally acceptable levels, the following rules shall apply:
 - i) Routine programmed and preventative maintenance and reactive maintenance shall continue as part of Routine service
 - ii) The FMSP shall notify the GIDZ of the problem by means of an official Risk Notification as soon as the FMSP becomes aware of such risk and provide full details of the problems, associated risks, operational cost implications and provide recommended

solutions

- iii) GIDZ shall evaluate the problem and consider plant replacement and/or upgrades to remove/replace problematic plant
- iv) In the event where the GIDZ decides not to replace/upgrade the problematic/obsolete plant, fault repairs and/or replacement of worn or faulty components, will be excluded from Routine service and shall be treated as a Pass-Through Expense post the necessary upfront approvals as defined for in the service level

2.5.2.3.3 *Non-essential Power Supply Maintenance*

- a) Non-essential Power Supply Maintenance refers the mains grid AC power as provided by Eskom or an electrical supply authority and EXCLUDES backup power systems such as batteries, generators, UPS, or similar devices (Non-essential Power Supply)
- b) On sites that are equipped with Emergency Power Systems (EPS), the Non-essential Power Supply shall be seen as the part of the electrical installation that is not supplied from EPS
- c) The Services that Supplier will perform in respect of the Non-essential Power System includes:
 - i) Maintain electrical power supply to identified ORTIA SEZ Precinct 1 to achieve maximum reliability and availability in a safe, effective, and efficient manner
 - ii) Management, interrogation, Root Cause Analysis and restoration of electrical grid power failures and liaison with electrical Supply authorities and non-payment fault hand-over to the GIDZ's utility service providers
 - iii) Maintenance of monitoring equipment, instrumentation, and control systems for all electrical systems
 - iv) Incident management in the event of vandalism, theft, or breakages as an Ad Hoc service
 - v) Maintenance of medium voltage systems, low voltage systems, control gear, transformers, electrical reticulation and distribution systems, over-current protection, surge protection, earthing and bonding, lightning protection, motor control and switching equipment for all AC Power Systems, from the point of control to the point of consumption.
 - vi) Maintenance of power factor correction and harmonic filtering equipment
 - vii) Maintain Occupational Health and Safety and Compliance to all applicable South African Statutory requirements including Electrical Certificate of Compliance
 - viii) General maintenance, housekeeping and cleaning of electrical plant rooms and equipment

2.5.2.3.4 *Emergency Power Supply Maintenance*

- a) Emergency Power Supply (EPS) is defined as electrical AC power as provided by an emergency power system, normally operating on mains grid power and with an automated change over to an alternative back-up power source, such as diesel generator/s or similar devices.
- b) The Services that Supplier will perform in respect of the EPS includes:
 - i) Maintenance of reciprocating diesel engines and/or other prime movers, alternators, including control and monitoring systems, programmable logic controllers (PLC),

- change-over switchgear, sound attenuation systems, exhaust systems, plant cooling and ventilation systems and associated infrastructure and plant.
- ii) ii) Maintaining emergency AC power supply to essential the GIDZ equipment and services to meet the agreed availability levels
 - iii) Maintenance of control gear, distribution systems, protection devices, surge protection devices, earthing and bonding and switching equipment for all AC EPS
 - iv) Maintenance, management and control of Fuel storage and bulk fuel storage in particular diesel distribution systems and fuel quality
 - v) Set and monitor the fuel level and resupply to maintain operational requirements and to meet the agreed availability levels.
 - vi) Fuel supply, delivery and plant refueling (fuel cost shall be treated as a Pass-Through Expense)
 - vii) Maintenance and replacement of starter batteries on generator plants
 - viii) Maintenance of Automatic Source Selector Switches
 - ix) Maintenance of Mobile Standby Connection Boxes

2.5.2.3.5 *Uninterruptable Power Supply Maintenance*

- a) Uninterruptable Power Supply (UPS) is defined as uninterruptible (no break) electrical AC power as provided by an UPS system that convert mains grid power and/or EPS power to UPS power by the use of static and/or kinetic UPS systems or similar devices.
- b) The Services that Supplier will perform in respect of the UPS includes:

- i) Maintenance of control gear and switching equipment for all AC UPS equipment, inclusive of static UPS and kinetic/rotary UPS systems, static switches, bypass switches, invertors, and UPS power distribution.
- ii) Battery maintenance on static UPS systems and replacement of faulty cells/batteries that fail within the warrantee period or within the reasonable service life expectancy of the battery.
- iii) Manage battery performance and inform the GIDZ at least three (3) months before UPS batteries reach the end of service life. (Replacement of batteries at the end of life shall be done on an ad hoc project basis)
- iv) Maintenance of reciprocating diesel engines and/or other prime movers, and kinetic energy storage systems, including control and monitoring systems, programmable logic Controllers (PLC), sound attenuation systems, exhaust systems, plant cooling and ventilation systems and associated infrastructure and plant.
- v) Maintenance, management and control of fuel storage and bulk fuel storage in particular diesel distribution systems and fuel quality
- vi) Set and monitor the fuel level and resupply to maintain operational requirements and to meet the agreed availability levels.
- vii) Fuel supply, delivery and plant refueling (Fuel cost shall be treated as a pass-through cost)
- viii) Maintain UPS power supply to essential ORTIA SEZ Precinct 1 equipment to meet the agreed availability levels.
- ix) Reactive maintenance of the engines and generation facilities

2.5.2.3.6 *HVAC Maintenance (Comfort Cooling and Ventilation)*

The Services that Supplier will perform in respect of the HVAC Maintenance (Comfort Cooling and Ventilation) includes:

- a) Maintenance of HVAC systems for comfort cooling
- b) Maintaining ventilation systems to supply of fresh air to meet statutory requirements
- c) Implementation of energy efficient technology as requested
- d) Maintaining specialized cooling plant e.g. Ice storage systems for large building cooling including but not limited to chilled water and refrigerant based systems or VRF systems, large, walk in, refrigeration units
- e) Maintaining, monitoring, management and control of temperature sensors and settings
- f) Maintaining, manage and control water supply within the site perimeter for water dependent air conditioners
- g) Responding to theft and break in incidents of HVAC infrastructure
- h) General maintenance, housekeeping and cleaning of mechanical plant rooms and equipment
- i) In cafeteria leased area, the FMSP will be responsible to facilitate the repair and restoration of cooling with the tenant

2.5.2.3.7 *HVAC Maintenance (Equipment Cooling and Ventilation)*

The services that the FMSP will perform in respect of the HVAC Maintenance (Equipment Cooling and Ventilation) includes:

- a) Close control HVAC systems for equipment cooling to meet relevant legislation and environmental standards
- b) Ventilation systems in plant rooms to meet the Original Equipment Manufacturing (OEM) requirements, gas extraction in battery rooms and supply of fresh air to meet statutory requirements
- c) Implementation of energy efficient technology as requested
- d) Specialized close control cooling plant for equipment cooling including but not limited to chilled water and refrigerant based systems or VRF systems, air handling units, absorption chillers, commercial HVAC units, chilled water, or ice storage systems
- e) Management of hot and cold aisle, supply and return air flows to ensure effective equipment cooling in accordance with equipment requirements
- f) Sealing of openings in raised floors and other infrastructure to optimize air flows and system efficiencies
- g) Management of temperature set points to ensure effective equipment cooling and optimal efficiency
- h) Monitoring, management, and control of temperature sensors
- i) Availability of mobile HVAC units for equipment cooling (assets provided by the GIDZ)
- j) Manage and control water supply within the campus perimeter for water dependent air conditioners
- k) Response to theft and break in incidents of HVAC infrastructure on an Ad Hoc basis
- l) General maintenance, housekeeping and cleaning of mechanical plant rooms and equipment

2.5.2.3.8 *Lighting Maintenance (both internal and external lighting)*

The Services that the FMSP will perform in respect of the Lighting Maintenance, in accordance to Occupational Health & Safety requirements and applicable SANS standards, includes:

- a) Emergency lighting
- b) Internal workspace lighting to all facilities
- c) Security and external lighting
- d) Implementation of energy efficient technology where replacement lamps are being installed in accordance with industry standard / regulatory requirements

2.5.2.3.9 *Infrastructure Maintenance Services*

The Services that FMSP will perform in respect of the Infrastructure Maintenance which includes maintaining the:

- a) Earthing and lightning/surge protection
- b) Access roads (internally and externally)

- c) Parking garages
- d) Open parking
- e) Carport Maintenance
- f) Site common grounds (Precinct)
- g) Building fabric and infrastructure
- h) Cable grids and runways
- i) Hazardous areas and explosive atmospheres, including battery rooms, fuel storage areas, manholes and cables vaults
- j) Roof maintenance
- k) Perimeter fencing
- l) Storm water drainage
- m) Foul sewer drainage
- n) Water reticulation
- o) Potable water supply
- p) Vault pumps
- q) Sump pumps
- r) Building signage
- s) Façade cladding
- t) Cabinets
- u) Furniture
- v) Painting
- w) Repairs due to vandalism on request

2.5.2.3.10 Lift Maintenance and Critical Spares Management on Site

The Services that the FMSP will perform in respect of the Lift Maintenance and Critical Management on Site includes:

- a) The facilitation of statutory inspections and the passing thereof
- b) Programmed and planned maintenance of escalators, lifts, hoists, and crawl beams
- c) Reactive maintenance of hoists and crawl beams
- d) Signage

2.5.2.3.11 *Monitoring Capability Maintenance*

Maintenance of monitoring and control instrumentation for all ORTIA SEZ Precinct 1 buildings.

2.5.2.3.12 *Security Equipment Maintenance*

The services that the FMSP will perform in respect of the Security Equipment Maintenance include:

- a) Security alarms and perimeter intrusion alarm systems including perimeter fencings and boundary protection.

- b) Access control systems
- c) Intercom
- d) Guard patrol, monitoring or track system.
- e) Security UPS system, back-up batteries and cabling
- f) Drop safes and gun safes.
- g) Time and attendance equipment
- h) CCTV systems including cameras, cabling, power, screens and recording devices.
- i) Data management
- j) Security control rooms and associated monitoring/surveillance systems
- k) X-ray machine and walkthrough metal detectors

2.5.2.3.13 *Fire Detection and Suppression Maintenance*

The services that supplier will perform in respect of the Fire Detection Services include:

- a) Fire detection, alarm and monitoring systems including but not limited to fire detection units, cabling, system alarm.
- b) Evacuation public announcement system

2.5.2.3.14 *Suppression Maintenance*

The services that the FMSP will perform in respect of the Suppression Maintenance include:

- a) Specialist advice on regulatory compliance
- b) Automatic sprinkler systems
- c) Booster Systems
- d) Gaseous suppression systems
- e) Foam and other extinguisher systems
- f) Portable extinguisher equipment
- g) General fire safety and protection e.g. fire doors and dampers
- h) Fire equipment location signage
- i) Facilitation of statutory inspections and the passing thereof. The re-gassing of gaseous suppression systems and recharging of extinguishers.

2.5.2.3.15 *Minor Project Services (Ad Hoc)*

The FMSP will perform project management services on an Ad Hoc basis at the request of the Employer. The project management services include:

- a) The provision, replacement, refurbishment or upgrading in whole or in part the buildings and building infrastructure, the lifts and hoists, masts or towers, fencing, road and pathways, gardens, hard and soft scaping, furniture, fittings, and equipment, mechanical, electrical, or specialist plant or equipment.
- b) Provision of project services which includes:

- i) Providing engineering capability services which includes civil, structural, mechanical, electrical, fire and electronic engineering services (including the design, implementation, supervision, operations, and maintenance)
- ii) The quantity surveying costs
- iii) Procurement
- iv) Construction management
- v) Contract management
- vi) Process and procedure document development and updates
- vii) Environmental and landscaping management
- viii) Safety representative for projects
- ix) Statutory compliance audits as required by the Occupational Health and Safety Act
- x) Provision of the relevant Compliance Certificates
- xi) Construction Industry Compliance Audits and repairs
- xii) Architectural services as and when required.
- xiii) Provision of security measures from project site hand over to service commencement
In addition, the FMSP will perform project management tasks which include:
 - i) Programme and project management
 - ii) Concept development support
 - iii) Project or programme planning
 - iv) Cost estimates and budget management
 - v) Design management
 - vi) Procurement management
 - vii) Quality management
 - viii) Risk management
 - ix) Environmental impact management
 - x) Contract management and administration
 - xi) User requirements definition
 - xii) Construction site management
 - xiii) Building inspection/quality control
 - xiv) Progress/time/cost/functionality management
 - xv) Third party management
 - xvi) Variation order management
 - xvii) Statutory compliance
 - xviii) Electrical certificate of compliance
 - xix) Local council approval when required.
 - xx) Continuous updating of building plans and all associated electrical and mechanical drawings
 - xxi) Customer interactions

Minor projects will have a value threshold (cap) assigned to it. Taking into account the SAFMA

industry rates. Additional to the value threshold, the project contract and approval framework as provided for by the GIDZ will apply on how minor works projects are assessed and approved for implementation.

2.5.2.3.16 Planned Maintenance

Applies to maintenance for Hard/Core/Technical Services noted in section 3.4.3. The nature of such services will be determined from the conditional assessments.

2.5.2.4 Support Services

2.4.2.4.1 Call Centre Operations and Management (on a Routine basis)

- a) The FMSP will be responsible for providing, managing, and operating a Service Helpdesk that will co-ordinate service related and support functions among the FMSP's personnel, sub-contractors, GIDZ personnel, ORTIA SEZ Precinct 1 end-users, and third-party suppliers
- b) The Call Centre shall be located onsite
- c) The Call Centre will provide a single point of contact for all services in respect of calls, requests, complaints, and compliments
- d) The Call Centre shall utilise the best in industry CAFMS
- e) The Call Centre shall be available 24 hours-a-day, 365 days-per-year (after hours standby services shall be permitted)
- f) The functions of the Call Centre include:
 - i) Receiving and logging calls, requests, and complaints via various communication channels
 - ii) Respond to calls according to contractual requirements
 - iii) Manage calls according to contractual SLA requirements
 - iv) Escalate emergency calls effectively
 - v) Assign work to relevant internal resources and contracted service providers where specialist work is required
 - vi) Monitor complaints and assist with follow up and closure
 - vii) Identify and report on calls in varying statuses and drive to closure
 - viii) Ensure information is captured accurately
 - ix) Consolidation, duplication, and correlation of requests
 - x) Generate reports from CAFMS to support operational representatives to manage their functional areas

2.5.2.4.2 Information Communication Technology Management System Integration (provided on a routine basis)

The appointed FMSP will be expected to make use of an information management system in rendering the FM Service. The FMSP will ensure the necessary interfaces and integration of the GIDZ and the FMSP's systems. The GIDZ and FMSP are to work together jointly to define the

detailed functional and technical specifications required to ensure appropriate automation, security, and ease of use of system enabled functionality such as service monitoring, reporting, and billing.

The system should assist to run the entire service but mainly assist in the management and execution of the following processes during implementation:

- a) Capturing and maintenance of the condition assessment reports linked to each asset in the register.
- a) Capturing and administration of the maintenance plans and tracking the progress of implementation.
- b) Capturing and administration of the life-cycle plans and tracking the progress of their implementation.
- c) Managing all the services of the Contact Centre electronically.
- d) Managing the implementation of the rest of the FM services electronically including providing updated reports timeously and in different configurations as may be required by the GIDZ and other stakeholders
- e) Property and facilities management, with integrated accounting and real-time financial reporting
- f) Designed around industry-best practices and business efficient processes, which further incorporates day-to-day administration to portfolio performance reporting and analysis.

2.5.2.4.3 Quality Management - Routine Service

- a) The FMSP will provide a Quality Management System (QMS), certificate to be appended to schedule 5.
- b) The FMSP will implement and be certified to ISO9001:2015, certificate to be appended to schedule 5.

2.5.2.4.4 Safety, Health and Environment (provided on a Routine basis)

- a) The FMSP will ensure compliance with all relevant legislation and South African Standards, including the Occupational Health and Safety Act 85 of 1993 and associated regulations and the applicable South African National Standards (SANS).
- b) The FMSP will use an integrated approach to minimize and manage waste and the associated risks in an environmentally protection and conservation acceptable and cost-effective manner.
- c) Effective waste management is pivotal to the well-being of industry, society, and the environment. The reduction of waste generation and the conservation of resources is done in a responsible manner that identifies pro-active management approach through resource utilization, recycling, up-cycling, reuse, and the disposal of waste.
- d) In support of and compliance to the Safety, Health and Environment (SHE) Policy and legislative requirements, essential reporting and tracking of all environmental impacts associated with the service delivery operations will be done on a monthly basis.
- e) The FMSP shall manage the operations in the Precinct to ensure compliance with the following, amongst others:
 - i) National Environmental Management Act 107 of 1998, Environmental Conservation Act 73 of 1989, Waste Act of 2008 and the National Waste Management Strategy
 - ii) NEMA Regulation R549: July 2014: Regulation to Phase-Out the Use of Polychlorinated Biphenyl (PCBs) Materials and of Polychlorinated Biphenyl (PCBs) Contaminated Materials.
 - iii) NRS 085-1 (draft): 2004 Polychlorinated Biphenyl Management Part 1: Guidelines for the Development of a PCB Phase-out Plan for Inhibited and Uninhibited Insulating Oils.
 - iv) SANS 0290: 2006 Draft Editions 1: Mineral Insulating Oils – Management and Handling of Polychlorinated Biphenyl (PCB). This standard covers the requirements, classification, labelling, handling, storage, transportation, decontamination, and disposal of PCB-contaminated oil. It also covers management provisions for the phase-out of the use of PCB-contaminated mineral insulation oils.
 - v) Waste Act 59 of 2008
 - vi) The FMSP will provide and maintain all relevant SHE signage at ORTIA SEZ Precinct 1 and during all relevant Projects.

2.5.2.4.5 Energy Efficiency and Sustainability (provided on an Ad Hoc basis)

The FMSP will be proactive and suggest ways in which the GIDZ can be more energy efficient and sustainable at the ORTIA SEZ Precinct 1.

2.6 Reporting (Provided on a Routine Basis)

- a) The successful FMSP shall provide various reports to ensure contractual, operational, and legislated compliance. The list of reports includes, but not limited to, the following:
 - i) Monthly performance management report (including risk management)
 - ii) Monthly OHS report
 - iii) Monthly QMS report
 - iv) Quarterly performance management presentation
 - v) Annual assets conditions assessment report
 - vi) Annual planned preventative maintenance frequency schedule aligned to assets.
 - vii) Quarterly review of planned preventative maintenance performance report
 - viii) Individual incident reports as and when OHS and security incidents occurrence reports.
 - ix) And any other report, data, or information necessary to account for the services of the FMSP as may reasonably be required by the Employer.
- b) Where report templates are not provided to the FMSP, those report templates shall be developed and approved where applicable to align to contractual requirements during the mobilization phase and be available from the commencement date.
- c) The FMSP shall be required to utilise data from the CAFMS to provide statistical analysis information for inclusion in reports where relevant.
- d) The reports made available by the FMSP to the GIDZ will be made available through a real-time, self-service portal or similar system. The reports and their content are the property of the GIDZ and may be used for any purpose it deems fit.
- e) GIDZ may at any time request additional data and information from the FMSP on an ad-hoc basis. The FMSP will use commercially reasonable efforts to provide the GIDZ with such requested additional data and information within a reasonable time period specified by the GIDZ.
- f) The specific reporting fields, granularity of the file formats, reporting periods, reporting frequency and recipients will be agreed between the Parties at SLA stage
- g) GIDZ will be entitled to review and update the list of reports (and required content) on a periodic basis to allow for any changes that may occur in the GIDZ's business.
- h) The FMSP will proactively propose additions, amendments or removal of reporting information based on the FMSP's expertise in performing the services.

2.7 Governance

- a) GIDZ will appoint its representative to deal with contractual issues, approve service requirements pertaining to Technical and Projects as well as to monitor service delivery relative to agreed standards and authorize payments against such deliverables

- b) GIDZ will appoint its representative to deal with contractual issues, approve service requirements pertaining to Technical and Projects as well as to monitor service delivery relative to agreed standards and authorize payments against such deliverables
- c) The FMSP will establish a customer service framework and appoint dedicated account managers to manage the relationship and oversee day to day operations
- d) The FMSP shall have a single point of entry to address accounts, establishment of policies and procedures as well as the resolution of any issues, which may be experienced
- e) The FMSP will be required to comply with the Employer's Procurement Methodology and shall establish a suppliers and contractors database in line with the Employer's requirements.

2.7.1 Use of Reasonable Skill and Care

The FMSPs' attention is drawn to the fact that the work will require extensive experience and expertise in FM and is therefore required to provide all aspects of the services with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

2.7.2 Key Personnel

The FMSP shall maintain the involvement of the key personnel as identified in the functionality evaluation namely and not limited to:

- a) FM Key Account Manager,
- b) Technical Facilities Manager,
- c) Soft Services Manager,
- d) Health Safety and Environmental Manager, and
- e) Quality and Risk Manager,
- f) Finance Manager.

Should it become necessary to replace any of the key personnel listed at the time of the RFP, during the course of the RFP or the contract, they may only be replaced by individuals with similar or better qualifications and experience, and then only with the approval of the Employer.

List of key personnel is not exhaustive. In addition to the key personnel listed, the FMSP will be required to provide additional and support resources including, but not limited to, customer interface, finance, and human resources (HR) etc. It will be at the discretion of the preferred FMSPs as to the extent of resources to be provided to deliver and meet the exigencies of the project as indicated in this RFP as fully detailed.

2.7.3 Management Meetings

2.7.3.1 Induction Meeting

Within two weeks of the appointment, the FMSP will be expected to attend an induction meeting with the Employer, convened for the purpose of managing the mobilization of the FMSP. The FMSP will present its proposed mobilization, methodology and programme and take direction from the Employer in regard to the detail required to meet the outcome of the appointment, which may vary, within reasonable limits, from those proposed at time of the RFP.

Within a week of the induction meeting:

The FMSP will:

- i) Proceed with mobilization
- ii) Confirm its methodology and programme for the services, in the Induction Report

The Employer will review, and given suitable response to reasonable requests for amendment, will approve the Induction Report

2.7.3.2 Mobilization Meetings

The FMSP will be required to convene meetings with the Employer during the mobilization phase to present the current status and programme deliverables. Prior to the commencement date of the contract, the FMSP shall deliver a mobilization review presentation to finalize any outstanding issues.

2.7.3.3 Operational Management Meetings

A monthly operational management meeting will be held between the FMSP and Employer for the duration of the contract. The FMSP will table operational plans, progress, risks, and improvement opportunities at these meetings.

2.7.3.4 Contract Performance Management Meetings

During the contract, the FMSP shall attend monthly contract performance management meetings with the Employer, convened for the purpose of managing the performance of the contract. The FMSP will table its plans, progress, risks, and improvement opportunities at these meetings.

2.7.3.5 Annual Strategic Review Meetings

The FMSP shall be expected to attend an Annual Strategic Review Meeting with the Employer. At the Annual Strategic Review Meeting, the FMSP shall present and submit the following information:

- a) Review of contractual objectives
- b) Review of contractual performance
- c) Identify new strategic initiatives
- d) Provide an updated insurance schedule and proof that all insurances/project insurances are in good standing
- e) An audited financial statement for the FMSP, conducted by an external, independent, registered auditor
- f) BBBEE certification and BBBEE empowerment targets
- g) ISO9001:2015 certification
- h) ISO45001:2018 certification
- i) Company registration with South African Facilities Management Association (SAFMA)

2.7.3.6 Stakeholder Meetings

The FMSP will work together with the GIDZ on stakeholder engagements in terms of end-user engagements and co-ordination as and when required.

2.7.4 Communications

The FMSP will be required to communicate operational information regarding the facilities that will impact the end-user. The FMSP will need to:

- a) Provide communication strategies that will minimize risk and support improvement opportunities to the operational environment of the facility
- b) Plan effective communication campaigns aligned to the GIDZ's branding requirements and obtain approval from the GIDZ prior to release
- c) Release communication campaigns aligned to the GIDZ's communication channels and platforms
- d) Measure the success of the communication campaigns

2.7.5 Quality Management System

It is the prerequisite of this RFP that the interested FMSP shall have an ISO9001:2015 certificate in order to participate in this RFP, and the certificate shall be appended to schedule 14.

The FMSP shall be required to implement the following mandatory ISO9001:2015 principles:

- a) Document Control and Record Keeping
- b) Monitoring, Measurement, Analysis, and Improvement combining:
 - i) Electronic Call Centre System (Computer Aided Facilities Management Systems/Building Management Systems), the FMSP is to provide CAFMS/BMS for use in all FM operations and with all future licensing requirements to be considered by the Employer at the end of the FMSP's contract. The FMSP shall ensure that the system architect and configuration is in accordance with the output requirements of the services in terms of this RFP

- ii) Internal Audits
 - iii) Satisfaction Surveys
 - iv) Management and Operational Meetings
 - v) Management Review
-
- c) Non-Conformance System
 - d) Corrective Action
 - e) Risk management
 - f) Continual improvement
 - g) Vendor (Supplier and Sub-contractor) Management

In addition to the mandatory ISO9001:2015 principles, the FMSP shall be required to develop and implement operational technical procedures including supporting documentation specific to each scope of service within the functional areas as required by the contract.

Evidence of the above mandatory ISO9001:2015 principles and samples of operational technical documentation shall be required to be provided in the RFP.

ORTIA SEZ Precinct 1 is a complex environment and the FMSP will be providing the full complement of facilities management services. To this end, the interaction and integration of processes and procedures between the FMSP's QMS, operational management and the scope of services within the functional areas shall be a requirement in the form of a contract quality plan. This will ensure the implementation and delivery of best business practices including OHS, operational technical requirements, monitoring and measurement, risk management and continual improvement. The contract quality plan shall be developed and implemented within four (4) months from the contract's commencement date. The FMSP shall be required to include this contract as part of its next ISO9001:2015 external annual surveillance audit and the findings report shall be submitted as evidence of such.

It is the requirement of this RFP that the FMSP shall have in its employ, a Quality and Risk Manager as a dedicated resource appointed to manage the QMS for the duration of the contract. The resource must be adequately and suitably qualified to meet and deliver on the exigencies of this contract that includes but not limited to the following:

- a) Understanding of the facilities management environment
- b) Ensure that all required documentation is developed, implemented, and managed in terms of ISO9001:2015 and scope of services procedures
- c) Strong stakeholder engagement skills
- d) Effective document management and record keeping skills
- e) Effective planning, auditing, and reporting skills to comply with the monitoring and measurement requirements of ISO9001:2015 and contractual deliverables
- f) Efficient risk management co-ordination and identification of improvements

2.8 Site Information

2.8.1 Description of Site

Please see site layout below. **OR Tambo International Airport Special Economic Zone Precinct 1**, Bonaero Drive, OR Tambo, Kempton Park, 1627. The Precinct comprises of eight (8) buildings of which comprise of a mixture of warehouse, manufacturing, and office space, two (2) guardhouses and a multi- level parkade.

Buildings 1, 2, 6, 7 and 8 as per site layout is excluded from the scope of work per description of the type of property leasing parameters, notwithstanding the tenants pro-rata share of costs for security services, grounds, landscaping and gardening, exterior lighting, etc.

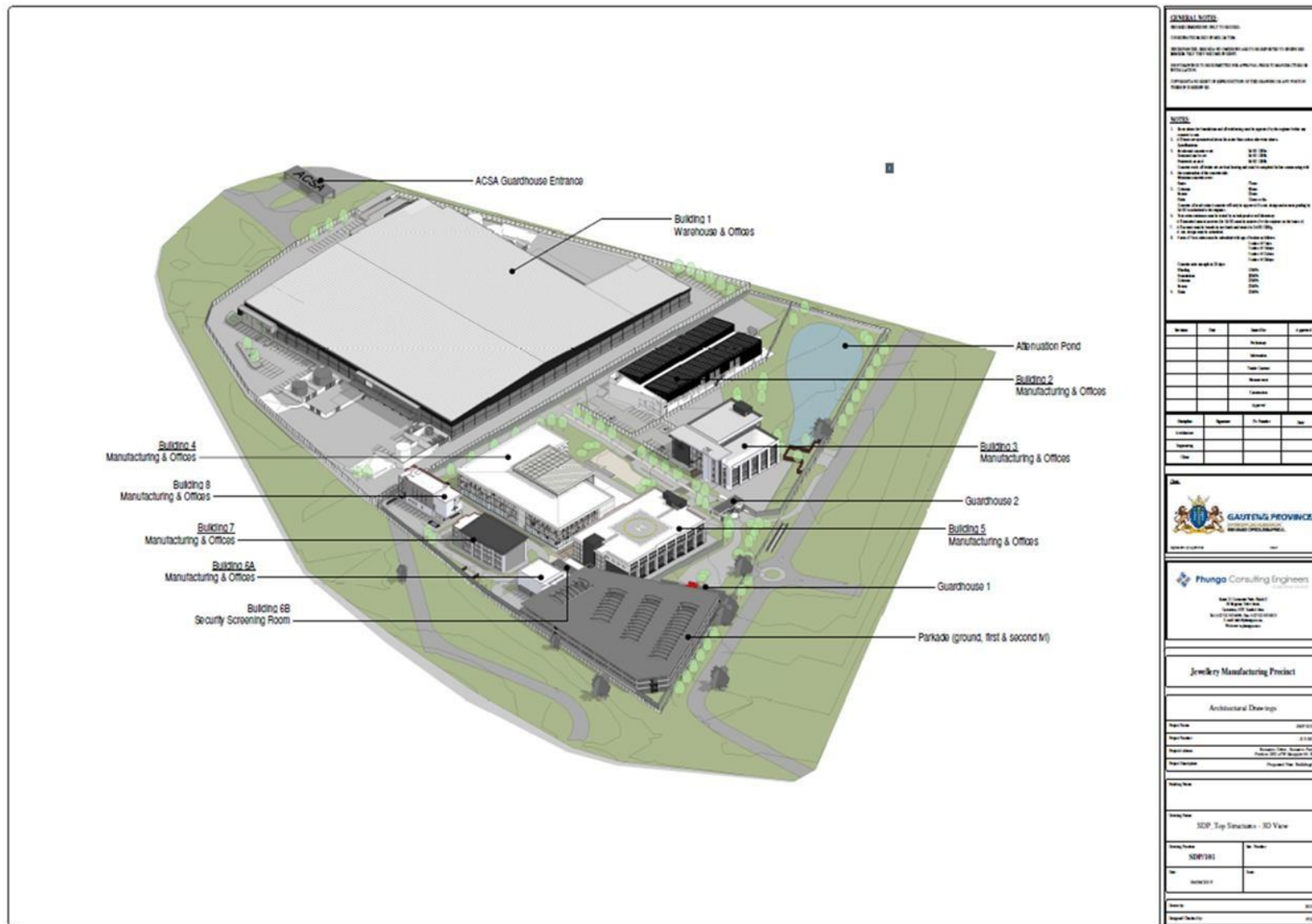


Figure 1: ORTIA SEZ Precinct 1 Site Development Plan Source: GIDZ, 2016

3. ENTERPRISE DEVELOPMENT

In reference to the amended Property Sector Codes as per the government gazette, 9 June 2017.

3.1 Enterprise Development

It is the GIDZ's objective to promote transformation across all industries and/or sectors of the South African economy and as such, bidders are encouraged to partner with a black owned entity (being 50%+1 black owned and controlled). Such partnership may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities. To give effect to this requirement, bidders are required to submit a partnership /subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit a consolidated B-BBEE scorecard in-line with the provisions of the PPPFA Regulations which will be considered as part of the B-BBEE scoring listed in Section 4.

The strategic policy objectives require that the GIDZ develop an Enterprise Development ("ED") strategy taking into consideration the current economic conditions in the country during these uncertain times. Key to the success of the GIDZ's mandate is the application of commercial property principles and practices in pursuit of economic upliftment of local communities and suppliers in the Province. Facilities Management ("FM") activities within the precinct does lend itself to the creation of some enterprise development work packages and employment opportunities ranging from array of permanent, semi-permanent, temporary, and casual opportunities. The empowerment targets can further be enhanced through the implementation of the operational expected activities wherein the adoption of work packages can be derived. Regular monthly reporting on the ED imperatives will be expected of the FMSP. The GIDZ has considered the following minimum Empowerment Targets:

| Empowerment Targets | | |
|--|---------------------------|---------------------------------------|
| Description | Target | GIDZ Commitment in numbers of persons |
| Job Creation & Job Incentive Plan | | |
| Total number of jobs to be created in the ORTIA SEZ Precinct 1 Black Designated Groups, as defined per the amended Property Sector Codes as per the government gazette, 9 June 2017: | Total jobs created | XXX |
| 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 | 60% of total jobs | |

| | | |
|--|-----------------------------------|--|
| of people with disabilities issued under the Employment Equity Act; d) Black people living in rural and underdeveloped areas; e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011. | | |
| Training & Development Programme | | |
| Number of black people Trained in some aspect of the operational activities | 60% of workforce | |
| Number of black youths Trained in some aspect of the operational activities | 50% of black people trained | |
| Number of black women Trained in some aspect of the operational activities | 40% of black people trained | |
| Number of black disabled people Trained in some aspect of the project | 3% of black people trained | |
| Localisation | | |
| Rand value of spend to local SMMEs that have black ownership in line with the approved "Operational Activity Pipeline Management Matrix by the FMSP" provided in Schedule 16 | 51% of operational activity value | |
| Full use of locally sourced or locally assembled material and/or products in line with the approved "Operational Activity Pipeline" | 70% of operational activity value | |
| Enterprise Development | | |
| Number of local SMMEs to be supported in terms of the Enterprise and supplier development plan for this project, including the demonstration of graduation of suppliers in this precinct | | |

4. EVALUATION CRITERIA

The preference procedure for evaluation of submitted Tender offers shall be the 80/20-point preference system, being a maximum of 80 points for price and a maximum of 20 points for B-BBEE Status level of Contributor substantiated by the Broad-Based Black Economic Empowerment Status Level Certificate to be submitted in accordance with Regulation 10 of the Preferential Procurement Regulations, 2017 (As Amended).

The procedure for the evaluation of submitted tenders will be as follows after administrative compliance is checked: -

1st Stage - Pre-Qualification Criteria

2nd Stage - on Functionality

3rd Stage - on Price & BBBEE (for bidders who have met the minimum required functionality points)

4th Stage - Objective Criteria (to allow the GIDZ to avoid irregular; fruitless and wasteful expenditure and ensuring value for money, the financial due diligence will be done for bidders that met stage 3 of the evaluation)

1st stage: - PRE-QUALIFICATION CRITERIA

- Eligibility Criteria
 - a) In order to be considered for this RFP, the interested FMSP should meet the following eligibility criteria:
 - i) The FMSP must have minimum Broad-Based Black Economic Empowerment (“B-BBEE”) status level of contributor of Level 3. must be at least 51% black owned. Valid SANAS accredited BBBEE Certification or valid affidavit is to be appended to Schedule 13.
 - Pre-Qualification B-BBEE: Exempted Micro Enterprise (“EME”)/Qualifying Small Enterprise (“QSE”) per the ambit of the amended Property Sector Charter Codes
 - ii) Bidder must have & submit - ISO9001: 2015 certification;
 - iii) Bidder must have and submit - ISO45001: 2018 certification;
 - iv) Bidder must have and submit - ISO14000 certification.
 - v) Bidder must be registered with South African Facilities Management Association (SAFMA);
 - Sub-contracting
 - i) It is an express condition of this Contract, that the Gauteng Industrial Development Zone enforce that a minimum 30% of the contract value to be sub-contracted as per regulation to an entity or contractor with business residing or operating within Gauteng. This will also form part of the pre-qualifying subcontracting requirements. The minimum subcontracting requirement of 30% of the total contract value due to the nature and extent of the works with its unique skills transfer and job creation opportunities.

- ii) Subcontract agreement to be attached
- iii) Subcontracting criteria: -
 - The tenderer must sub-contract 30% of the contract value to designated enterprises, thus to either an Exempt Micro Enterprises (EMEs) or Qualifying Small Enterprise, meeting either or a combination of the following requirements:
 - an EME or QSE which is at least 51% owned by black people who are youth;
 - an EME or QSE which is at least 51% owned by black people who are women;
 - an EME or QSE which is at least 51% owned by black people with disabilities;
 - an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - an EME or QSE which is 51% owned by black people who are military veterans.

NOTE for exception for subcontracting - Should the main bidder meet the pre-qualification criteria requirements as indicated above for sub-contracting, sub-contracting will not be required.

For sub-contracting - the bidder to provide the following supporting documents with the bid: -

- Sub-contracting agreement signed by both parties detailing work to be sub-contracted
- CIPC certificate and CSD Number or CSD Report for the subcontractor
- BBEEE Certificate and Tax e-filing SARS pin or valid Tax certificate
- GGDA reserves the right to request additional supporting document and to verify information submitted and should there be misrepresentation, the bidder will be disqualified.

NB: Tenderers that do not meet the pre-qualification criteria as stipulated above will be disqualified from further evaluation.

2nd Stage – As per details of table below: - Technical Required Expertise, Qualifications and Experience to be evaluated as part of functionality A service provider bidding for this assignment should demonstrate the following:

- i. Professionally registered Key Team Members with 5 or more built environment experience in the following disciplines:
 - Architecture
 - Quantity Surveying
 - Civil/Structural/Mechanical/Electrical Engineering
 - Property Studies
 - Finance
- ii. Company experience on similar projects with contactable references;
- iii. Good knowledge of the Public Finance Management Act (“PFMA”);
- iv. Good knowledge of infrastructure planning and Government Immovable Asset Management Act (“GIAMA”);
- v. Understanding of public finance management and particularly of budgeting processes;
- vi. Experience in infrastructure planning, budgeting, designing, managing and administration of project and programmes, including human, technical, and financial aspects of public sector projects;
- vii. Facilities Management Information Systems;
- viii. Good understanding of and the ability to implement programme management tools and practices; and
- ix. Good communication, facilitation and leadership skills and the ability to influence people.

2nd Stage - Functionality/Technical evaluation

Potential FMSPs will have to achieve a minimum number of 70 points out of 100 for their technical proposals. This is required so that there is a level of comfort that the potential service provider can deliver the project scope with the required professional quality. The FMSP must achieve a minimum of 70 as detailed in the table functionality evaluation in order to qualify to the next RFP stage.

| NO | REQUIREMENT | DELIVERABLES | CRITERIA | POINTS | WEIGHTING | FORM OF PROOF FOR SUBMISSION |
|---|-------------------------------------|--|--|--------|-----------|---|
| Integrated Project solution and Project management | | | | | 30 | < Weighting |
| 1. | FMSP's proposed approach to the RFP | FMSP's understanding of an Integrated Project solution and operational/works schedule of Bidder. Methodology and work schedule to be aligned to the scope of work as per this bid document. | Proposed methodology proposal (10 points) and operational/works schedule for Facilities Management (5 points) | 15 | | Work Plan/Service Delivery Matrix: The bidder must provide its proposed approach indicating how the services will be executed successfully. Provide a comprehensive proposal to demonstrate their capability to render such services. This will typically include equipment to be used, and human resources to be employed. Please append all supporting proof documentation to schedule 2 of this RFP document |
| | | Project Management | A Bidder should provide the Project Plan to meet time frames, stating all assumptions and detailing, interalia the following: <ul style="list-style-type: none"> - timetable and key milestones for reaching Financial Close (1 point); - Project Site handover and establishment milestone (1 point); - design and approval | 5 | | A Bidder should submit a proposal pertaining to the structuring, capacity, and capability of its project management function for the Project, which will clearly indicate how such Bidder will address/has addressed this critical element during bid preparation, envisaged time frames for key milestones from being appointed a Preferred Bidder through to Service Commencement Please append all supporting proof documentation to schedule 2 of this RFP document |

| | | | | | |
|--|---|--|----|--|---|
| | | <ul style="list-style-type: none"> - milestones (1 point); - construction milestones in alignment to the Project Site handover (1 point); - indication of key milestones(1 point). | | | |
| | Information Technology Management System Integration (Computer Aided Facilities Management System/Building Management System) | <ul style="list-style-type: none"> i) Capturing and maintenance of the condition assessment reports linked to each asset in the register (1 point); ii) Capturing and administration of the maintenance plans and tracking the progress of implementation (1 point); iii) Capturing and administration of the life-cycle plans and tracking the progress of their implementation (1 point); | 10 | | <p>The FMSP will be expected to make use of an information management system in rendering the full scope of the FM Service. The FMSP must ensure the necessary interfaces and integration of the GIDZ and the FMSP's systems.</p> <p>Shortlisted Bidder will be required to do a presentation on the type of integrated IT system.</p> <p><i>Please append all supporting proof documentation to schedule 2 of this RFP document</i></p> |

| | | | | | | |
|-------------------------------|---------------------|-------------------------------------|---|-----------|---|--|
| | | | <ul style="list-style-type: none"> iv) Managing all the services of the Contact Centre electronically (1 point); v) Property and facilities management, with integrated accounting and real-time financial reporting (1 point); vi) Designed around industry- best practices and business efficient processes, which further incorporates day-to- day administration to portfolio performance reporting and analysis (5 points). | | | |
| Enterprise Development | | | | | < Weighting | |
| 2. | Empowerment Targets | Job Creation and Job Incentive Plan | 7 | 15 | The FMSP must provide its implementation of preferential procurement practices in the provision of services and how it intends to commit to the minimum targets within the five (5) years from the effective date of the contract. <i>Please append all supporting proof documentation to schedule 4 of this RFP document.</i> | |
| | | Training and Development | 2 | | | |
| | | Localization | 2 | | | |
| | | Enterprise and Supplier Development | 4 | | | |

| Facilities Management Service Provider (FMSP) Total Personnel Establishment | | | | | 5 | < Weighting |
|---|---|--|--|---|--|--|
| 3. | FMSP's Personnel Number | FMSP's personnel compliment | Less than 50 employees | 0 | | The FMSP's current direct personnel compliment broken down into skills, qualification, experience, and professional registration categories as relevant to the requirements of the RFP. In addition to the key personnel in criterion 6 below, a judgement will be exercised by the BEC on the appropriateness of the balance of staffing compliment in terms of the mix of skills, qualifications, and experience to the delivery of an integrated AFM service. The FMSP's personnel compliment shall, specifically, exclude their sub- contractors' personnel. Provide a personnel compliment organogram. Please append all supporting proof documentation to schedule 3 of this RFP document |
| | | | 51 - 100 employees | 1 | | |
| | | | 101 - 150 employees | 2 | | |
| | | | 151 - 200 employees | 3 | | |
| | | | 201 - 250 employees | 4 | | |
| | | | 251 – 300 employees and more | 5 | | |
| Facilities Management Service Provider (FMSP) Experience | | | | | 20 | < Weighting |
| 4. | FMSP's Facilities Management Experience (previous and current) as a company | Bidding Entity/Company' s number of years of work experience similar to Scope of Works as per the TOR. | 15+ years' experience (5 points) | 5 | | Proposal must include a write up on the Company's experience in similar work to be undertaken as described in the TOR supported by a copy of the company profile. |
| | | | 13-14 years' experience (4 points) | 4 | | |
| | | | 10-12 years' experience (3 points) | 3 | | |
| | | | 7-9 years' experience (2 points) | 2 | | |
| | | | 5-6 years' experience (1 point) | 1 | | |
| | | | Less than 5 years' experience (0 points) | 0 | | |
| | | | Less than 2 | 0 | | |
| | | 2 contracts | 1 | | The FMSP must provide reference letter and/or appointment letters on current and previous appointments containing listings of: | |

| | | | | | | |
|----------------------|--|---|---|---|-----------|--|
| | | Number of FM Contracts similar to Scope of Works as per the TOR | 3 contracts | 2 | | <ul style="list-style-type: none"> All FM services provided Duration of the contract Contract value Client's contact details Building, complex or precincts name and address where FM contract is or was executed <p>Only contract size of greater than R15 million per annum and recent contracts on a 10-year horizon will be considered.</p> <p>Please append all supporting proof documentation to schedule 6 of this RFP document.</p> |
| | | | 4 contracts | 3 | | |
| | | 5 contracts | 4 | | | |
| | | More than 5 | 5 | | | |
| | | Highest FM Contract per number of project Value | Less than R 15 000 000 | 0 | | |
| | | | R 15 000 000 – R 19 999 999 | 1 | | |
| | | | R 20 000 000 – R 49 999 999 | 2 | | |
| | | | R 50 000 000 – R 99 999 999 | 3 | | |
| | | | R 100 000 000 – R 149 999 999 | 4 | | |
| | | Longest FM Contract Duration | R150 000 000 and above | 5 | | |
| | | | Less than 12 months | 0 | | |
| | | | 13 - 24 months | 1 | | |
| | | | 25 - 36 months | 2 | | |
| | | | 37 - 48 months | 3 | | |
| | | | 49 - 60 months | 4 | | |
| | | 61 and above | 5 | | | |
| Key Personnel | | | | | 25 | |
| 5. | Qualifications and Experience of Key Personnel | FM Key Account Manager | B.Tech/BSc degree (Civil/Electrical/Mechanical/Architecture/Quantity Surveying/Construction Management/Property Studies) | 1 | | The FMSP must submit detailed relevant CVs with certified copies of Qualifications/Education and proof of registration of the Key Personnel. <i>Please append all supporting certification as proof documentation to schedule 2 of this RFP document.</i> |
| | | | Professional Registration (i.e., ECSA, SACAP, SACQSP, CPM®) and SAFMA Registration as Accredited Facility Professional or any other Professional Body/Institute | 1 | | |
| | | | 6 to 10 years' experience in Facilities Management 2 points; 4 to 5 years' 1 point; < 4 years 0 | 2 | | |
| | | Technical Facilities Manager | Grade 12/Artisan Qualification/ Diploma; Professional or Artisan Registration. Government Certificate of Competency | 1 | | |

| | | | | | |
|--|--|--|---|---|--|
| | | | ("GCC")Qualification is a key requirement | | |
| | | | SAFMA/ CPM® Registration as Certified Facility Supervisor or any other Professional Body/Institute will be an added advantage | 1 | |
| | | | 8 to 10 years' experience in Facilities Management 2 points; 5 to 7 years 1 point; < 5 years 0 | 2 | |

| | | | | |
|--|---|--|---|--|
| | Soft Services Manager | Grade 12 plus 3 years tertiary qualification/Grade 12/Artisan Qualification/ Diploma; Professional or Artisan Registration. | 1 | |
| | | Relevant experience in Soft Services Facilities Management: 8 years or more 3 points; 6 to 7 years 2 points; 4 to 5 years 1 point; < 4 years 0 | 3 | |
| | Health Safety and Environmental Manager | Grade 12 and Safety Certifications or Environmental qualification | 1 | |
| | | Professional Registration as an OHS Practitioner | 1 | |
| | | Years' experience in SHE within the FM environment: 5 years or more 2 points; 3 to 4 years 1 point; < 3 years 0 | 2 | |
| | Quality and Risk Manager and/or ambit of the registered Company | ISO/QMS tertiary qualification or previous working experience and demonstrable understanding the facilities management or professional services environments | 2 | |

| | | | | | | |
|--|--|-----------------|--|---|--|--|
| | | | Min 5 years' experience in developing, implementing, and maintaining quality management systems and ISO9001 | 2 | | |
| | | Finance Manager | Bachelor's degree in Finance or Accounting, BCom Honours in Accounting or CA(SA) qualification or previous working experience and demonstrable understanding the facilities management or professional services environments. | 3 | | |
| | | | Professional Registration i.e., SAICA, CIMA, ACCA; and SAIPA or any other Professional Body/Institute. | 1 | | |
| | | | Min 5 years' experience in financial management including three years in a management position, or an equivalent combination of education and experience, substituting one additional year of professional accounting or auditing experience | 1 | | It is expected that the Finance Manager should have knowledge of generally accepted accounting principles and theories; of budgeting and auditing theories and techniques; the preparing and presenting of financial statements and reports; accounting ledgers and journals; cost accounting; procurement regulations; computer technology related to accounting systems; supervisory principles and practices. |

| | | | | | | |
|--------------------------------|---|---|--|---|------------|--|
| | | | for each year of the required education. | | | Knowledge of governmental accounting principles (i.e., PFMA, Treasury Regulations and GRAP); Previous experience in Pastel or any related accounting system. |
| Reference Letters | | | | | 5 | < Weighting |
| 6. | 1 point will be allocated per letter to maximum of 5 points as per requirements (based on number of highest value & smaller value) | More than 5 letters on highest value > R50mil and long-term contracts plus 2 others of smaller size | | | | The FMSP must provide reference letters from current or previous clients. The letter must contain: <ul style="list-style-type: none"> - All FM services provided - Duration of the contract - Contract value - Client's contact details - Building/complex/precincts name and - Address where FM contract is or was executed Please append all supporting proof documentation to schedule 6 of this RFP document. |
| | | 3 on highest value > R50mil and long-term contracts plus 1 others of smaller size | | | | |
| | | 2 on highest value > R50mil and long-term contracts plus 1 others of smaller size | | | | |
| | | 1 on highest value > R50mil and long-term contracts plus 1 others of smaller size | | | | |
| | | 1 Contracts of smaller size < R50mil | | | | |
| | | None | | 0 | | |
| TOTAL POINTS | | | | | 100 | |
| MINIMUM POINTS REQUIRED | | | | | 70 | |

The minimum threshold points for functionality is 70 points out of 100 points and any bidder scoring less than 70 points will not be considered for further evaluation. Bidder to address and respond to all areas of the evaluation criteria. Any bid scoring less than the Minimum required in any one or more of the above mentioned evaluation criteria will not be evaluated further.

Any bid not covering all of the above will not be evaluated. For purpose of comparison and in order to ensure a meaningful evaluation, Service Providers are requested to furnish detailed information in substantiation of compliance to the evaluation criteria mentioned above.

3rd Stage – Pricing & BBBEE –

- OPERATING COST SCHEDULE - (Refer to Annexure A.1)

Note to the bidder: The bidder must adhere to the South African Facilities Management Association (SAFMA) minimum industry benchmark for pricing of similar services. The bidder must complete the information set in the **Operating Cost Schedule marked Annexure A.1 and append full operating cost schedule to Schedule 7**. If the bidder requires more space than is provided, the bidder must prepare a document in substantially the same format setting out all the information referred **per Annexure A.1**. The GIDZ will not be held responsible for any items that may have been left out of the costing model. It is the expectation that the bidder will expand on the items described in the Scope of Works in Section 3.

4th Stage - Objective Criteria

To allow the GIDZ to avoid irregular; fruitless & wasteful expenditure and ensuring value for money, the financial due diligence will be done and the following information should be submitted with the bid: -

- Submission of three (3) years audited financial statements preceding the date of submission to determine FMSP's financial capacity and capability to deliver the project.
- NB: The liquidity and solvency level of the FMSP will be assessed and only FMSPs who have a good liquidity, not solvency risk and have demonstrated financial capacity and capability to deliver the project will be considered for evaluation.
- NB: Should the bidder fail to submit the required financial statement information as requested the bidder will be disqualified.

5. GENERAL INFORMATION

Please note that the proposal will not be executed at once but in phases based on the progress of construction of the remainder of the buildings in the precinct. The Gauteng IDZ will notify the successful bidder as to when the listed services is required in time to allow for adequate preparation.

NB: The successful bidder will be required to hand over the Computer Aided Facilities Management Systems/Building Management Systems to the GIDZ at the end of the contract.

6. OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE GAUTENG INDUSTRIAL DEVELOPMENT ZONE (HEREINAFTER CALLED THE “EMPLOYER”)

AND

.....
(Service Provider/Mandatary/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I,,

Representing,

as an Employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR

Compensation Insurer:..... Policy No:.....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and regulations as well as the Council’s Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I undertake to ensure that disposal of hazardous chemical substances will be carried out in terms of the Hazardous Chemical Substance Regulations of the Occupational Health and Safety Act 85 of 1993.

I shall not endanger the health and safety of the employees or visitors or other contractors of the GIDZ in any way whilst performing work on the ORTIA SEZ Precinct 1 premises.

I undertake to ensure that work for which the issuing of a permit is required shall not be performed prior to the obtaining of a duly completed and approved permit.

I further undertake to ensure that any sub-contractors employed by me will enter into an Occupational Health and Safety agreement separately, and that such sub-contractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at on the day of 20.....

Witness

Mandatory

Signed at on the day of
20.....

Witness
authorised)

for and on behalf of Employer
Position

SCHEDULE 2: KEY PERSONNEL

The FMSP is referred to in the functionality evaluation criteria table in Section 4 and the Section 3: Key Personnel (Item 3.3) sections of the scope of services and shall append to this schedule qualifications, proof of professional registration, and curricula vitae (CVs) of 3 pages max of the key personnel specified in the functionality evaluation criteria table. Failure to submit a complete CV with documentation will result in the RFP being disqualified from the process.

| | |
|---|-----------------|
| _____ | _____ |
| Signature | Date |
| _____ | _____ |
| Name (PRINT) (For and on behalf of the FMSP, duly authorised) | Position |

SCHEDULE 3: FMSP PERSONNEL ESTABLISHMENT

The FMSP shall append to this page an organogram with detail information on the FMSP's total personnel compliment in sufficient detail as required in the functionality evaluation table.

Signature

Date

Name (PRINT)
(For and on behalf of the FMSP, duly authorised)

Position

SCEHDULE 4: FMSP ENTERPRISE DEVELOPMENT

The FMSP shall append to this page, information on the FMSP's Enterprise Development plan sufficient detail as required in the functionality evaluation table and Section 6 of the RFP document.

Signature _____
Date

Name (PRINT) _____
Position
(For and on behalf of the FMSP, duly authorised)

SCHEDULE 5: PRE-QUALIFICATION DOCUMENTS AND OTHER SUPPORTING DOCUMENTS

The FMSP shall append to this page information, including but not limited, to the following supporting documents and all documents that are required in terms of Section 3 “Pre-Qualifying Criteria”.

1. BBBEE Certificate or affidavit
2. ISO9001:2015 Certificate
3. ISO45001:2018 Certificate
4. ISO14000 certification
5. Proof of Quality Management System (QMS) certificate
6. Letter of commitment to Local Content
7. Company registration with South African Facilities Management Association (SAFMA)
8. Subcontracting supporting documents

Signature

Date

Name (PRINT)
(For and on behalf of the FMSP, duly authorised)

Position

SCHEDULE 6: FMSP COMPANY PROFILE

The FMSP shall append to this page, information on the FMSP's Company Profile (Lead Partner) and/or in the case of JV Partnerships include sufficient detail as required.

Signature

Date

Name (PRINT)
(For and on behalf of the FMSP, duly authorised)

Position

SCEHDULE 7: OPERATING COST SCHEDULE

The FMSP shall append to this page, the operating cost schedule as described in Section 5 of this RFP document.
ANNEXURE A.1

Signature

Date

Name (PRINT)
(For and on behalf of the FMSP, duly authorised)

Position

3rd Stage Price & BBEE Evaluation Criteria

All bidders who achieved the minimum total point scored on functionality of 70 points and above will be evaluated on Price & BBEE

BBEE & Price will be evaluated according to the preference point system as outlined below.

| B-BBEE | Weight = 20 points if less than R50 000 000 |
|----------------------------------|---|
| BBEE Status Level of Contributor | Number of Points |
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| Below 6 | 0 |
| PRICE | = 80 points if less than R50 000 000 |
| TOTAL BBEE & PRICE | 100 |

THE PREFERENCE POINT SYSTEM AND B-BBEE STATUS LEVEL CERTIFICATION REQUIREMENTS AS PER THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO.5 OF 2000), INCLUDING PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

- Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their tenders or price quotations, to substantiate their B-BBEE rating claims.
- **NB: A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.**
- AOs / AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies: -

VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

- Verification agencies accredited by SANAS
 - These certificates are identifiable by a SANAS logo and a unique BVA number.
 - Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on http://www.sanas.co.za/directory/bbee_default.php
 - The relevant BVA may be contacted to confirm whether such a certificate is valid.
- As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:
 - ✓ The name and physical location of the measured entity;
 - ✓ The registration number and, where applicable, the VAT number of the measured entity;
 - ✓ The date of issue and date of expiry;
 - ✓ The certificate number for identification and reference;
 - ✓ The scorecard that was used (for example QSE, Specialized or Generic);

- ✓ The name and / or logo of the Verification Agency;
- ✓ The SANAS logo;
- ✓ The certificate must be signed by the authorized person

VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

- In terms of the Generic Codes of Good Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME.
- **An EME is required to submit a sworn affidavit** confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- An EME automatically qualifies as a level 4 contributor with B-BBEE recognition level of 100% in terms of the Codes of Good Practice.
- An EME with at least 51% black ownership qualifies as Level 2 Contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME with 100% black ownership qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as Level 1 contributor with B-BBEE level of 135% in terms of Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.

ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)

- The Codes define a QSE as any enterprise with annual total revenue of between R10 million and R50 million.
- **A QSE is required to submit a sworn affidavit** confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- A QSE with at least 51% black ownership qualifies as a Level 2 contributor.
- A QSE with 100% black ownership qualifies as a Level 1 Contributor.
- A QSE that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice

PRICING SCHEDULE – ANNEXURE A.1
(Professional Services)

Name of bidder.....Bid number: **GIDZ/03/2021-22/FACILITIES**
Closing Time: 11:00 Closing date: **20th AUGUST 2021**

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

Pricing/costing to be done in line with attached “Annexure A.1” as attached to this bid document

All Bidders are to provide their own detailed pricing proposal.

A fixed/firm price shall be adopted for the services to be rendered without escalation over the duration stipulated. It should be detailed as to the services and required disciplines to perform the required tasks. The pricing must be to the duration of the services to be rendered.

NOTE: All cost must be included on the **Price, including travel, subsistence and all taxes where applicable**, etc.

Important: If there are any Exclusions or added services, those must be clearly indicated in a separate detailed costing schedule

Bidders need to price their proposal in detail as per scope of work and deliverables expected

PART B

DECLARATION OF

INTEREST

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹“State” means –

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

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

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

.....

Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars.

.....

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

2.11.1 If so, furnish particulars:

.....

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

| Full Name | Identity Number | Personal Reference Number | Tax Number | State Number | Employee / Persal Number |
|-----------|-----------------|---------------------------|------------|--------------|--------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

**B2: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME
(CHOOSE ONLY IF APPLICABLE)**

This document must be signed and submitted together with your bid

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- a) Any single contract with imported content exceeding US\$10 million. Or
 - b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. Or
 - c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million or
 - d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- (a) the contractor and the DTI will determine the NIP obligation;
- (b) the contractor and the DTI will sign the NIP obligation agreement;
- (c) the contractor will submit a performance guarantee to the DTI;
- (d) the contractor will submit a business concept for consideration and approval by the DTI;
- (e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- (f) the contractor will implement the business plans; and
- (g) the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

| | |
|-----------------------------|-------------------------------------|
| Bid Number _____ | Closing Date _____ |
| Name of Bidder _____ | |
| Postal _____ | Address _____ |
| _____ | |
| Signature _____ | Name _____ Date _____ |

PART C – PREFERENCE POINT SYSTEM & LOCAL CONTENT

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

| | POINTS |
|--|------------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

| | | |
|---|-----------|---|
| 80/20 | or | 90/10 |
| $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ | or | $P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ |

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
|------------------------------------|---------------------------------|---------------------------------|

| | | |
|---------------------------|----|----|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

| Designated Group: An EME or QSE which is at last 51% owned by: | EME √ | QSE √ |
|---|----------|----------|
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods

Stipulated minimum threshold

_____ %

_____ %

_____ %

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

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, **(full names),**

do hereby declare, in my capacity as

of**(name of bidder entity), the following:**

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

| | |
|--|---|
| Bid price, excluding VAT (y) | R |
| Imported content (x), as calculated in terms of SATS 1286:2011 | R |
| Stipulated minimum threshold for local content (paragraph 3 above) | |
| Local content %, as calculated in terms of SATS 1286:2011 | |

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

PART D – DECLARATION OF BIDDER’S PAST SCM PRACTICES

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system;
 - or c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

| Item | Question | Yes | No |
|-------|--|--------------------------|--------------------------|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied). | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE
AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

D2: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)

- (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. 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.

| | |
|-----------|----------------|
| Signature | Date |
| Position | Name of Bidder |

PART E

E1: UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

1. Definitions:

- 1.1 “The Board” means the accounting authority of Gauteng Growth and Development Agency appointed by the MEC;
- 1.2 “Chief Executive Officer” [“CEO”] means the CEO of Gauteng Growth and Development Agency or her/his duly authorised representative as appointed by the Board in concurrence with the MEC;
- 1.3 “Contract” shall include any schedule, drawings, patterns, samples attached any agreement entered into and all other Schedule hereto;
- 1.4 “Contractor(s)” means Bidder whose bid has been accepted by Gauteng Growth and Development Agency;
- 1.5 “Cost of materials” means the cost of components, parts or materials which are intended for the production, manufacturing or assembling of the goods bid for and which are not produced, manufactured or assembled in the factory where the production, manufacture or assembly of such goods occurs, including freight, landing costs, port charges, import duties and other import costs of such components, parts or materials and all costs in connection with the handling and transport thereof prior to delivery at that factory;
- 1.6 “Final delivery certificate” means the document issued by Gauteng Growth and Development Agency confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;
- 1.7 “Letter of acceptance” means the written communication by Gauteng Growth and Development Agency to the Contractor recording the acceptance by Gauteng Growth and Development Agency of Contractor’s bid subject to the further terms and conditions to be itemized in the contract;
- 1.8 “Local contents” means the portion of the bid price of local goods not constituting the cost of materials imported into the Republic;
- 1.9 “Local goods” means goods wholly or partly produced or manufactured or assembled in the Republic
- 1.10 “GGDA” shall mean Gauteng Growth and Development Agency;
- 1.11 “Order(s)” means an official letter issued by GGDA calling for the supply of goods pursuant to a contract or bid;
- 1.12 “Signature date” and in relation to any contract, means the date of the letter of acceptance;
- 1.13 “Bid” means an offer to supply goods/services to GGDA at a price;
- 1.14 “Bidder” means any person or body corporate offering to supply goods to GGDA;
- 1.15 “Termination date” in relation to any Contractor means the date of the final delivery certificate;
- 1.16 “Value added” means that portion of the bid price not constituting the cost of materials;
- 1.17 “Warranties” means collectively any and all warranties listed and otherwise (if any) given by the Bidder in term of this agreement.

2. Interpretation

- 2.1 In his agreement clause headings are for convenience and shall not be used in its interpretation and, unless he context clearly indicate a contrary intention:-
- 2.2 An expression which denotes
 - any gender includes the other gender;
 - a natural person included an artificial or juristic person and vice versa;
 - the singular includes the plural and vice versa;
- 2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
- 2.4 When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- 2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.
3. I/we hereby bid:
 - 3.1 to supply all or any of the supplies and/or to render all or any of the goods described in the attached documents to GGDA;
 - 3.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of incorporated into, this bid);
 - 3.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.
4. I/we agree further that:
 - 4.1 the offer herein shall remain binding upon me/us and open for acceptance by GGDA during the validity indicated and calculated from the closing time of the bid;
 - 4.2 this bid and its acceptance shall be subject to the terms and additions contained in the Schedules hereto with which I am/we are fully acquainted;
5. notwithstanding anything to the contrary:
 - 5.1 if/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, GGDA may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and GGDA.
 - 5.2 in such event, I/we shall then pay to GGDA any additional expense incurred by GGDA for having either to accept any less favourable bid or, . If fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
 - 5.3 GGDA shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or

contract or against any guarantee or deposit that may have furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

6. Pending the ascertainment of the amount of such additional expenditure GGDA may retain such monies, guarantee or deposit as security for any loss GGDA may sustain, as determined hereunder, by reason of my/our default;
- 6.1 any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay GGDA legal costs on an attorney and own client basis;
- 6.2 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimile ad that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
- 6.3 the law of the Republic of South Africa shall govern the contract created by the acceptance of this bid;
7. I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) over all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations shall be at my/our risk;
8. I/we accept full responsibility for the proper execution and fulfillment of all obligation and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
9. Notwithstanding full responsibility for the proper execution and fulfillment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
10. Notwithstanding the amount of cause of action involved I hereby consent to the jurisdiction of the Magistrate Court for the district of Johannesburg in respect of any action whatever arising from this contract.
11. I/we declare that I/we participation/no participation in the submission of any other offer for the supplies/services described in the attached documents. If your answer here is

Bidder's Information

Name of firm (company)

Postal Address

Physical Address

Contact Person

Telephone

Fax Number

Types of business

Principal business

Activities

12. The bidder hereby offer to render all or any of the services described in the attached documents to GGDA on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
13. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.
14. The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by GGDA during the validity period indicated and calculated from the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.
15. The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
16. The bidder hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfilment of this contract.

E2: GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid and contract documents.

- (iii) Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “Contract” means the written agreement entered into between the client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.
- 1.3 “Contract price” means the price payable to the service provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Day” means calendar day.
- 1.7 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.8 “Force majeure” means an event beyond the control of the service provider and not involving the service provider’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.9 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.10 “GCC” means the General Conditions of Contract.
- 1.11 “Goods” means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.
- 1.12 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the service provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.13 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.14 “Order” means an official written order issued for the rendering of a service.

- 1.15 "Project site," where applicable, means the place indicated in bidding documents.
- 1.16 "The client" means the organization purchasing the service.
- 1.17 "Republic" means the Republic of South Africa.
- 1.18 "SCC" means the Special Conditions of Contract.
- 1.19 "Services" means those functional services ancillary to the rendering of the service, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the service provider covered under the contract.
- 1.20 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

- 4.1 The service rendered shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

- 5.1 The service provider shall not, without the client's prior written consent, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the client in connection therewith, to any person other information; than a person employed by the service provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The service provider shall not, without the client's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC Clause shall remain the property of the client and shall be returned (all copies) to the client on completion of the service provider's performance under the contract if so required by the client.

5.4 The service provider shall permit the client to inspect the service provider's records relating to the performance of the service provider and to have them audited by auditors appointed by the client, if so required by the client.

6. Patent rights

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

7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the client the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the service provider's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the client and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the client and returned to the service provider not later than thirty (30) days following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Delivery and Documents

8.1 Rendering of service shall be made by the service provider in accordance with the document and terms as specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.

8.2 Documents to be submitted by the service provider are specified in SCC.

9. Insurance

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

10. Transportation

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

11. Incidental Service

- 11.1 The service provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the rendered service;
 - (b) furnishing of tools required for assembly and/or maintenance of the rendered service;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service;
 - (d) performance or supervision or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and
 - (e) training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.
- 11.2 Prices charged by the service provider for incidental services, if not included in the contract price for the service, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the service provider for similar services.

12. Warranty

- 12.1 The service provider warrants that the service rendered under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.
- 12.2 This warranty shall remain valid for twelve (12) months after the service, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 12.3 The client shall promptly notify the service provider in writing of any claims arising under this warranty.
- 12.4 If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the client may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the client may have against the service provider under the contract.

13. Payment

- 13.1 The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.
- 13.2 The service provider shall furnish the client with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

- 13.3 Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.
- 13.4 Payment will be made in South African Rand unless otherwise stipulated in SCC.
- 14. Prices**
- 14.1 Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his bid, with the exception of any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.
- 15. Contract amendments**
- 15.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 16. Assignment**
- 16.1 The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the client's prior written consent.
- 17. Subcontracts**
- 17.1 The service provider shall notify the client in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.
- 18. Delays in the service provider's performance**
- 18.1 Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.
- 18.2 If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 18.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 18.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.
- 18.5 Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

18.6 Upon any delay beyond the delivery period in the case of a supplies contract, the client shall, without cancelling the contract, be entitled to purchase service of a similar quality and up to the same quantity in substitution of the service not rendered in conformity with the contract and to return any service rendered later at the service provider's expense and risk, or to cancel the contract and buy such service as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the service provider.

19. Penalties

19.1 Subject to GCC Clause 25, if the service provider fail to perform services within the period(s) specified in the contract, the client shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

20. Termination for default

20.1 The client, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:

- (a) if the service provider fails to deliver service within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause 21.2;
- (b) if the service provider fails to perform any other obligation(s) under the contract; or
- (c) if the service provider, in the judgment of the client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

20.2 In the event the client terminates the contract in whole or in part, the client may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the service provider shall be liable to the client for any excess costs for such similar services. However, the service provider shall continue performance of the contract to the extent not terminated.

20.3 Where the client terminates the contract in whole or in part, the client may decide to impose a restriction penalty on the service provider by prohibiting the service provider from doing business with the public sector for a period not exceeding 10 years.

20.4 If a the client intends imposing a restriction on a the service provider or any person associated with the service provider, the service provider will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the service provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider.

20.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

20.6 If a restriction is imposed, the client must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the service provider and / or person restricted by the client;
- (ii) the date of commencement of the restriction; and
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of the service providers or persons prohibited from doing business with the public sector.

20.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

21. Force Majeure

21.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

21.2 If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

22. Termination for insolvency

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

23. Settlement of Disputes

23.1 If any dispute or difference of any kind whatsoever arises between the client and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

23.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

23.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

23.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

23.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the client shall pay the service provider any monies due the service provider.

24. Limitation of liability

24.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the service provider shall not be liable to the client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the service provider to pay penalties and/or damages to the client; and
- (b) the aggregate liability of the service provider to the client, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

25. Governing language

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

26. Applicable law

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

27. Notices

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

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

28. Taxes and duties

28.1 A foreign the service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.

28.2 A local the service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the client.

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

29. National Industrial Participation(NIP) Programme

29.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts.

30. BIDDERS' INFORMATION / CONTACT DETAILS (THIS BELOW SECTION MUST BE COMPLETED IN FULL AND SIGNED)

NAME OF YOUR COMPANY (IN BLOCK LETTERS)

SIGNATURE(S) OF THE BIDDER OR ASSIGNEE(S)

DATE

NAME OF PERSON SIGNING (IN BLOCK LETTERS)

CAPACITY

ARE YOU DULY AUTHORISED TO SIGN THIS BID?

COMPANY REGISTRATION NUMBER _

VAT REGISTRATION NUMBER _

POSTAL ADDRESS (IN BLOCK LETTERS)

PHYSICAL ADDRESS (IN BLOCK LETTERS)

CONTACT PERSON

TELEPHONE NUMBER _____ **FAX NUMBER** _____

CELLPHONE NUMBER _

E-MAIL _

TYPES OF BUSINESS _

PRINCIPAL BUSINESS ACTIVITIES _

ANNEXURE A.1

Pricing/Costing Schedule

ANNEXURE A.2

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

July 2010