



TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE

AFRICA'S FIRST AUTOMOTIVE CITY

REQUEST FOR PROPOSALS	
RFP Description:	Request for Proposal for the Appointment of a Facilities Management Service Provider (FMFP) for the Provision of End-to-End Integrated Asset and Facilities Management Solutions to the Tshwane Automotive Special Economic Zone (TASEZ) for a period of 36 months
RFP Number:	TASEZ/RFP008/2022
Closing Date:	05 August 2022
Closing Time:	12h00
RFP Validity Period:	120 Days
Compulsory Briefing: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Compulsory Briefing Session Details: Date: Friday 22 July 2022 Time: 10h00 Venue: ALSO Basement – Meet at Corner Alwyn and Propshaft Roads (Feltex Entrance)
TASEZ Enquiry Details:	
Name:	SCM
Contact Numbers:	012 564 3174
Email Address:	rfqs-rfps@tasez.co.za
Delivery Address:	The Procurement Officer Tshwane Automotive Special Economic Zone Automotive Supplier Park 30 Helium Road Rosslyn Ext 2
Special Note for Bidder:	

Bidders Name:	
Total Bid Price (All Inclusive)	R

Controlled Disclosure

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorized version on the system.

Table of Contents

1. INTRODUCTION.....	4
2. SBD 1 FORM – INVITATION TO BID	6
3. SCOPE OF WORK.....	16
4. INSTRUCTION TO BIDDER.....	41
5. EVALUATION OF BIDS.....	45
6. DURATION OF THE CONTRACT.....	50
7. PRICING SCHEDULE	50
8. FORM OF OFFER AND ACCEPTANCE	52
9. RECORD OF ADDENDUM TO THE BID DOCUMENTS	56
10. PROPOSED AMENDMENTS AND QUALIFICATIONS	57
11. RESOLUTION FOR SIGNATORY	58
12. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	59
13. SCHEDULE OF PROPOSED SUB-CONTRACTORS	60
14. SBD 4 FORM.....	61
15. SBD 6.1 FORM.....	65
16. SBD 6.2 FORM.....	71
17. SBD 8 FORM.....	78
18. SBD 9 FORM.....	80
19. SERVICE LEVEL AGREEMENT	83
20. SPECIAL CONDITIONS OF THIS RFP	83
21. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT.....	84
22. PREPARATION COSTS	84
23. INDEMNITY	85
24. PRECEDENCE.....	85

--

25. LIMITATION OF LIABILITY	85
26. TAX COMPLIANCE	85
27. RFP DEFAULTERS AND RESTRICTED SUPPLIERS.....	86
28. GOVERNING LAW	86
29. CONFIDENTIALITY	86
30. LEGISLATIVE FRAMEWORKS OF THE RFP	86
31. SUPPLIER DUE DILIGENCE	87
32. REQUIREMENTS AFTER AWARD.....	87
ANNEXURE A: LOCAL CONTENT DECLARATION (ANNEX C).....	88
ANNEXURE B: IMPORTED CONTENT DECLARATION (ANNEX D) – SUPPORTING SCHEDULE TO ANNEX C	89
ANNEXURE C: LOCAL CONTENT DECLARATION (ANNEX E)- SUPPORTING SCHEDULE TO ANNEX C	90

List of Tables

Table 1: Tender Returnables Requirements to be submitted.	42
Table 2: Administrative Requirements	45
Table 3: Mandatory Requirements.....	46
Table 4: Company Experience	46
Table 5: CV of Facility / Key Account Manager.....	47
Table 6: CV of Contact / Call Centre Manager.....	48
Table 7: Qualifications of the Facility / Key Account Manager	48
Table 8: Qualifications of the Contact / Call Centre Manager	48
Table 9: Project Implementation / Management Plan	49
Table 10: Price Schedule as per the Scope of Work.....	50
Table 11: Cost Schedules for the FM ICT Systems	51
Table 12: Full details of Directors / Trustees / Members / Shareholders.	64
Table 13: Price and B-BBEE Points Allocations	65

--

1. Introduction

- 1.1. The Department of Trade and Industry (the *DTIC*) in collaboration with the Gauteng Province and the City of Tshwane have established a Special Economic Zone (SEZ) in Silverton, Tshwane. The Tshwane Automotive Special Economic Zone (TASEZ) was established and registered in terms of the Companies Act No 71 of 2008 to be the Operator of this SEZ and for the implementation of the construction scope with the SEZ campus. The SEZ is established to accommodate mainly the automotive component manufacturers that will supply Ford Motor Company. It is also aimed at offering a diversity of appropriate land uses and other economic activities. TASEZ will complete the construction of all the warehouses and the auxiliary works within the SEZ in June 2022 and requires the services of a suitably qualified Facilities Management company to manage the SEZ.
- 1.2. This Request for Proposals (RFP) is for the appointment of a Facility Management Service Provider (FMSP) to provide End-to-End Integrated Facilities Management Solutions to the Tshwane Automotive Special Economic Zone (TASEZ) for a period of three (3) years. The service provider has to be part of the handover process to allow for a smoother transition from construction to operations. This will also afford them to engage with the construction companies who were involved in the construction of the warehouses and also the implementation agent who sits with the institutional memory of the SEZ.
- 1.3. This document covers the general, technical, and all other requirements related to the End-to-End Integrated Facilities Management Solutions required at the SEZ. The responsibility lies with the Bidder to determine and provide material, equipment and labour not mentioned in this document but are necessary for the successful completion and operation of the installation.
- 1.4. The bidding FMSP must take cognisance of the fact that the SEZ is an existing facility that has existing internal personnel executing, or contracted outsourced resources, to deliver certain functions/services. Accordingly, the preferred FMSP will be required to utilise commercially reasonable efforts to manage the performance of these established services and those services provided by the existing SEZ resources, with the goal that the FMSP provides a seamless, end-to-end service such that the SEZ achieves a reliable service throughout the campus without any material disruption.
- 1.5. Furthermore, the TASEZ recognises that the FMSP may utilise its own specialised outsourced resources (i.e., Contractors and 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 their performance throughout the period of the contract.

1.6. The preferred FMSP must submit their schedule of specialised services including the preferred service providers as part of this RFP requirements. The preferred Bidder will be required to support TASEZ's initiative of localisation and B-BBEE. This will be done through two TASEZ initiatives: -

1.6.1. The Bidder is required to subcontract 30% of the contract to the SMMEs in the TASEZ's identified Wards within the City of Pretoria. The identified wards are, **06, 15, 18, 28, 38, 41, 43, 67 and 86 in the Tshwane Municipality.**

1.6.2. The Bidder is also expected to employ resources, where applicable, from the wards.

2. SBD 1 Form – Invitation to Bid

2.1. Invitation to Bid

You are Hereby Invited to Bid for Requirements of the (Name of Department/ Bidder Entity)					
Bid Number:	TASEZ/RFP008/2022	Closing Date:	05 August 2022	Closing Time:	12h00
Description:	Appointment of a Facilities Management Service Provider (FMSP) for the Provision of End-to-End Integrated Asset and Facilities Management Solutions to the Tshwane Automotive Special Economic Zone (TASEZ) for a period of 36 months				
The Successful Bidder will be Required to Fill in and Sign a Written Contract Form (SBD7).					

Bid Response Documents May Be Deposited in the Bid Box Situated at (Street Address):

Tshwane Automotive Special Economic Zone (Main Gate)					
Automotive Supplier Park					
30 Helium Road. Rosslyn Ext 2					
Supplier Information					
Name Of Bidder					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cellphone Number					
Facsimile Number	Code		Number		
E-Mail Address					
Vat Registration Number					
	TCS PIN:		OR	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE Status Level Sworn Affidavit		<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, who was the Certificate Issued by?					
An accounting officer as contemplated in the Close Corporation Act (CCA) and name the applicable in the tick box	<input type="checkbox"/>	An Accounting Officer as Contemplated in the Close Corporation Act (CCA)			
	<input type="checkbox"/>	A Verification Agency Accredited by the South African Accreditation System (SANAS)			
	<input type="checkbox"/>	A Registered Auditor Name:			
[A B-BBEE Status Level Verification Certificate / Sworn Affidavit (For EMES& QSES) Must Be Submitted in Order to Qualify for Preference Points For B-BBEE]					
Are you the Accredited Representative in South Africa for the Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes Enclose Proof]	Are you a Foreign Based Supplier for the Goods / Services / Works Offered?		<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes Answer Part B:3 Below]	
Signature of Bidder	Date		
Capacity under which this Bid is Signed. (Attach Proof of Authority to Sign this Bid, e.g., Resolution of Directors, etc.)					
Total Number of Items Offered		Total Bid Price (All Inclusive)		R	
Bidding Procedure Enquiries may be Directed to:			Technical Information may be Directed to:		
Department/ Bidder Entity	SCM TASEZ		Contact Person	Lucia / Hlamulo	
Telephone Number	012 564 3174		Facsimile Number	012 564 3174	
Facsimile Number	N/A		E-Mail Address	rfqs-rfps@tasez.co.za	
E-Mail Address	rfqs-rfps@tasez.co.za				

--

2.2. Terms and Conditions for Bidding

2.2.1. Proprietary Information

2.2.1.1. TASEZ considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to TASEZ. 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 TASEZ.

2.2.2. Enquiries and Communication

2.2.2.1. All communication and attempts to solicit information of any kind relative to this tender should be in writing and directed to: Email address: rfqs-rfps@tasez.co.za.

2.2.2.2. Clarification questions from Bidder will be closed **Five (5) Days** before the date of closure of the RFP. Note that the last date for request for information pertaining to this tender will be on the **29th of July 2022**.

2.2.2.3. Bidders may not contact any other TASEZ employee besides contact person mentioned on Paragraph 2.2.2.1 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.

2.2.2.4. All the documentation submitted in response to this tender must be in English.

2.2.2.5. The Bidder should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by TASEZ in regard to anything arising from the fact that pages are missing or duplicated.

2.2.2.6. If the Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error, or inconsistency in this RFP or any other information provided by TASEZ (other than minor clerical matters), the Bidder must promptly notify TASEZ in writing of such discrepancy, ambiguity, error or inconsistency in order to afford TASEZ an opportunity to consider what corrective action is necessary (if any).

2.2.2.7. Any actual discrepancy, ambiguity, error, or inconsistency in the RFP or any other information provided by TASEZ will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

2.2.2.8. All persons (including Bidders) obtaining or receiving the RFP and any other information in connection with the RFP must keep the contents of the RFP and

other such information confidential, and not disclose or use the information except as required for the purpose of developing a response to the RFP.

2.2.3. Validity Period

2.2.3.1. Responses to this tender received from suppliers will be valid for a period of 120 days counted from the closing date of the tender.

2.2.4. Submission of Tenders

2.2.4.1. All submissions must be marked: "For attention: Supply Chain Management" with the RFP Number included and hand delivered. The Tender Box is situated at the **Main Gate**. The address is: -

The Procurement Officer
Tshwane Automotive Special Economic Zone
Automotive Supplier Park
30 Helium Road
Rosslyn Ext 2

2.2.4.2. Bid documents shall only be considered when received on or before the closing date and time which is **05th of August 2022** at **12h00**. Late proposals will not be considered. RFP documents will not be opened in Bidder; however, the results will be published on the TASEZ website.

2.2.4.3. Tenders should be submitted bound in a sealed envelope and Bidders are required to submit as follows: -

2.2.4.3.1. One (1) Original

2.2.4.3.1.1. One original of the completed RFP document shall be placed in a sealed envelope marked: "TASEZ/RFP008/2022 – Appointment of a Facilities Management Service Provider (FMSP) for the Provision of End-to-End Integrated Asset and Facilities Management Solutions to the Tshwane Automotive Special Economic Zone (TASEZ) for a period of 36 months"

2.2.4.3.1.2. The Closing Date and Time, Company Name and the Return Address must also be endorsed on the envelope.

2.2.4.3.1.3. 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 tender box.

2.2.4.3.2. Flash Disk

2.2.4.3.2.1. A copy of the tender shall be scanned and saved in a flash disk that will resemble the original signed hardcopy. The flash disk must be secured in the file.

2.2.4.3.3. Electronically Submission

2.2.4.3.3.1. Electronic submissions are not allowed for this tender

- 2.2.4.4. The bids must be in the tender box by no later than **12h00** on the **05th of August 2022**.
- 2.2.4.5. 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.
- 2.2.4.6. 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.
- 2.2.4.7. The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.
- 2.2.4.8. **Bidders are required to initial each page of the RFP document on the right-hand side at the bottom of each page.**
- 2.2.4.9. Bidders to note that TASEZ 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.
- 2.2.4.10. TASEZ 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 TASEZ.

- 2.2.4.11. TASEZ 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.
- 2.2.4.12. TASEZ also reserves the right to award this bid as a whole or in part without furnishing reasons.
- 2.2.4.13. TASEZ 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.
- 2.2.4.14. An incomplete price list shall render the bid non-responsive.
- 2.2.4.15. TASEZ 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 TASEZ internal SCM processes as approved and in line with Preferential Procurement Regulation of 2017.
- 2.2.4.16. 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**
- 2.2.4.17. All reference to TASEZ on this bid document includes its subsidiaries who are affected by the deliverable of this bid document
- 2.2.4.18. The General Condition of Contract is 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 initialled or not.
- 2.2.4.19. This bid is subject to the preferential procurement policy framework act 2000 and the preferential procurement regulations, 2017, the general conditions of contract (GCC) and, if applicable, any other legislation or special conditions of contract.
- 2.2.4.20. None of this bid conditions are to be changed by the bidder unless agreed in writing and approved by TASEZ.
- 2.2.4.21. Bidder must register on the central supplier database (CSD) to upload mandatory information namely: (Business Registration / Directorship / Membership / Identity Numbers; Tax Compliance Status; Banking Information for verification purposes).

B-BBEE Certificate or Sworn Affidavit for B-BBEE must be submitted to bidding institution.

2.2.5. Late Submission

- 2.2.5.1. Late responses to the RFP will not be accepted.
- 2.2.5.2. All dates and times in this RFP are in accordance with the South African standard calendar and time.
- 2.2.5.3. Any time or date in this RFP is subject to change at TASEZ's discretion. The establishment of a time or date in this RFP does not create an obligation on the part of TASEZ to take any action or create any right in any way for any Bidder to demand that any action be taken on the date established.
- 2.2.5.4. The Bidder accepts that, if TASEZ extends the deadline for the RFP submission (the closing date) for any reason, the requirements of this RFP otherwise apply equally to the extended deadline.

--

2.3. SBD 2 - Tax Compliance Requirements

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

- 2.3.1. Bidders must ensure compliance with their Tax obligations.
- 2.3.2. Bidders are required to submit their Unique Personal Identification Number (Pin) issued by SARS to enable TASEZ to verify the taxpayer's profile and tax status.
- 2.3.3. Application for Tax Compliance Status (TCS) Pin may be made via e-filing through the SARS website www.sars.gov.za
- 2.3.4. Bidders must submit a printed TCS Certificate together with the bid.
- 2.3.5. In Bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate TCS Certificate / Pin / CSD Report.
- 2.3.6. Where no TCS Pin is available, but the Bidder is registered on the Central Supplier Database (CSD), a CSD Report must be provided.
- 2.3.7. 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."

2.4. Questionnaire to the Bidding Foreign Suppliers

Is The Bidder a Resident of the Bidder of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Bidder have a Branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Bidder have a Permanent Establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Bidder have any Source of Income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If the answer is “no” to all of the above, then, it is not a requirement to obtain a Tax Compliance Status / Tax Compliance system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

(Proof of authority must be submitted e.g., company resolution)

DATE: _____

--

2.5. Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of Enterprise: _____

Section 2: VAT Registration Number, if any: _____

Section 3: CIDB Registration Number, if any: _____

Section 4: Particulars of Sole Proprietors and Partners in Partnerships

Name*	Identity number*	Personal Income Tax Number*

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 5: Particulars of Companies and Close Corporations

Company Registration Number: _____

Close Corporation Number: _____ Tax

Reference Number: _____

Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

Section 8: The attached SBD 8 must be completed for each tender and be attached as a requirement.

Section 9: The attached SBD 9 must be completed for each tender and be attached as a requirement.

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order.
- ii) Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- iv) Confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Bidder or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

3. Scope of Work

TASEZ is seeking to appoint a Facility Management Service Provider (FMSP) for a period of three (3) 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, TASEZ 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.

The scope includes the following: -

3.1. General Requirements

The TASEZ is committed to ensuring a high-performance working environment and quality of work-life within a conducive environment by providing properly managed facilities that will give the tenants peace of mind and allow them to focus on their core business. Therefore, the FMSP must:

- 3.1.1. **Developing a User Immovable Asset Management Plan (UIAMP)** – As this is a newly constructed SEZ, the FMSP will have to develop 5-year User Immovable Asset Management Plan (“UIAMP”) by performing an audit of all the facilities the SEZ 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”) or Generally Recognised Accounting Practice 17 (GRAP 17) and or any other applicable legislation compliant
- 3.1.2. **The Development of the Asset Life Cycle Plans of the SEZ** – 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
- 3.1.3. The development of a comprehensive FM Service Plan and its implementation over the full contract period
- 3.1.4. Monthly reporting on FM services in terms of implementation and financial progress against the developed FM and maintenance plans
- 3.1.5. **Developing Maintenance Plans** – The development of maintenance plans, including both planned and unplanned maintenance, for the SEZ. The maintenance plans must be based on the results of the condition assessment.
- 3.1.6. Provide TASEZ with a Facility, Building and Infrastructure **Information Communication Technology System**

3.2. Minimum Requirements

3.2.1. Asset Assessment

3.2.1.1. Asset Verification

The FMSP will be required to perform asset verification audit annually to enable TASEZ to collate the necessary information pertaining to assets assigned to the precinct and buildings as well as to enable TASEZ keep track of details of each asset, ensuring control and preventing misappropriation of assets. In this regard, TASEZ 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:

- 3.2.1.1.1. Establish the physical existence of the assets and reference such to asset register
- 3.2.1.1.2. Ascertain the location of the assets
- 3.2.1.1.3. Tag the assets (if required)
- 3.2.1.1.4. Establish the condition of the assets
- 3.2.1.1.5. Update a register for TASEZ review and sign-off and final update to TASEZ records

3.2.1.2. 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 buildings/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: -

- 3.2.1.2.1. Individual immovable asset condition assessment reports in a pre-agreed format
- 3.2.1.2.2. 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

- 3.2.1.2.3. Maintenance plans for each asset at all facilities including lifecycle planning and costing in terms of the applicable activity schedules
- 3.2.1.2.4. 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 TASEZ can monitor changes over time
- 3.2.1.2.5. The scope of the condition assessment includes (but are not limited to) the below systems for the identified facilities
 - 3.2.1.2.5.1. Building fabric (external and internal including items such as floors and floor coverings, walls, windows, doors, ceilings)
 - 3.2.1.2.5.2. Structural and Foundation systems – exposed systems only
 - 3.2.1.2.5.3. Electrical services, distribution, and systems
 - 3.2.1.2.5.4. Fire detection, suppression, systems, and accessibility compliance
 - 3.2.1.2.5.5. Electronic equipment and systems
 - 3.2.1.2.5.6. Access control and security equipment and personnel
 - 3.2.1.2.5.7. Grounds, fencing, landscaping (habitat and indoor plants), civils (including road infrastructure), etc.
 - 3.2.1.2.5.8. HVAC, geyser, mechanical equipment
 - 3.2.1.2.5.9. Lifts and escalators
 - 3.2.1.2.5.10. Plumbing and drainage (storm water and wastewater)
 - 3.2.1.2.5.11. ICT systems

3.2.2. **Scheduled Maintenance – Soft Services**

The FMSP shall **PROVIDE A MANAGEMENT SERVICE** on all the Soft Services as provided by TASEZ, 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/service delivery matrix. The Soft Services include:

- 3.2.2.1. Cleaning including cleaning at heights and cleaning for compliance with Covid-19 requirements

The FMSP shall ensure that cleaning services are managed on a frequent basis, and in exceptional circumstances as requested by the TASEZ on an Ad Hoc basis, which include, but not limited to:

- 3.2.2.1.1. Detailed cleaning including periodic cleaning of HVAC ducts and vents
- 3.2.2.1.2. Handrails and fittings
- 3.2.2.1.3. Building interiors, immediate exteriors (including roofs, rainwater goods, parking)
- 3.2.2.1.4. Deep cleaning of areas including high places and service ducts
- 3.2.2.1.5. Site cleaning of Building main reception area, cabinets, and furniture

3.2.2.2. Security Services

The FMSP shall **PROVIDE MANAGEMENT SERVICES** on the appointed security services which include but not limited to:

- 3.2.2.2.1. Joint Operations Centre Management in partnership with the TASEZ's appointed Security services provider

3.2.2.3. Hygiene

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

- 3.2.2.3.1. Floors, mirrors, windows, and walls
- 3.2.2.3.2. Toilets, urinals, and basins
- 3.2.2.3.3. Sanitary bins and waste bins

3.2.2.4. Pest and Wildlife Control

The FMSP shall **PROVIDE WASTE MANAGEMENT SERVICES 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 TASEZ as an Ad Hoc service.

3.2.2.5. Waste Management

The FMSP shall **PROVIDE WASTE MANAGEMENT SERVICES** on a frequency basis, and in exceptional circumstances as requested by TASEZ on an Ad Hoc basis, which include but not limited to:

- 3.2.2.5.1. Domestic waste
- 3.2.2.5.2. Hazardous waste generated

3.2.2.5.3. Recyclable waste

3.2.2.6. Gardening

The FMSP shall **PROVIDE GARDEN MANAGEMENT SERVICES** including planting, plant replacement, water features and watering on a Frequency basis, and in exceptional circumstances as requested by the TASEZ on an Ad Hoc basis, which include but not limited to:

3.2.2.6.1. Lawns

3.2.2.6.2. Shrubs and ground cover

3.2.2.6.3. Pruning of trees

3.2.2.6.4. Paving, gravel, and rock elements

3.2.2.6.5. Landscaping

3.2.2.6.6. Perimeter maintenance

3.2.2.6.7. Clearing of overgrown shrubs at the attenuation pond

3.2.2.7. Bush Clearing for Fire Prevention

The FMSP shall **PROVIDE BUSH CLEARING AND FIRE PROTECTION MANAGEMENT SERVICES** on a Frequency basis, or in exceptional basis on an Ad Hoc basis as requested by the TASEZ, which include:

3.2.2.7.1. Grass to be cut to create a fire break of 1,50m with a tolerance of 200mm from a boundary and all trees

3.2.2.7.2. Grass to be cut in and around the site as required

3.2.2.7.3. Bush to be trimmed or removed as required and alien vegetation removed as directed

3.2.2.8. 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 TASEZ and on an Ad Hoc basis.

3.2.3. **Provision of MANAGEMENT SERVICES of the Scheduled Maintenance – Hardcore / Technical Services**

3.2.3.1. General Maintenance

3.2.3.1.1. Technical Services will be provided for on a Routine basis, unless otherwise specified or requested from the TASEZ.

- 3.2.3.1.2. In performing the Technical Services, the FMSP shall comply with all relevant TASEZ Policies, and Applicable Laws, including Occupational Health and Safety and Electrical Certificate of Compliance.
- 3.2.3.1.3. The FMSP shall provide **MANAGEMENT SERVICES of the maintenance services** of the Technical Services, which includes but not limited to:
 - 3.2.3.1.3.1. 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
 - 3.2.3.1.3.2. Reactive maintenance in response to alarms, calls or self-notified incidents where the infrastructure or equipment has ceased to operate at its designed functionality
- 3.2.3.1.4. 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 TASEZ for assessment and potential inclusion into the list of items for maintenance.

3.2.3.2. Maintenance Services

- 3.2.3.2.1. Routine programmed and preventative maintenance, repair and/ or replacement of worn or faulty components.
- 3.2.3.2.2. Reactive maintenance, repair and/or replacement of worn or faulty components, arising from a loss of performance or availability of plant or equipment.
- 3.2.3.2.3. Reactive maintenance, repair and/or replacement of worn or faulty components, arising from a loss of performance or availability of buildings or the TASEZ built environment infrastructure including furniture fittings and fixtures.
- 3.2.3.2.4. Routine testing of alarms of electrical and HVAC systems and confirmation with the TASEZ surveillance that all alarms are functional.
- 3.2.3.2.5. Facilitation and management of requisite statutory inspections and passing thereof including but not limited to:
 - 3.2.3.2.5.1. Stairwells, Lifts and Lift Lobbies

3.2.3.2.5.2. Fire suppression, detection and Evacuation

3.2.3.2.5.3. Pressure Equipment (Pressure vessels)

3.2.3.2.5.4. Electrical infrastructure

3.2.3.2.5.5. Mechanical infrastructure and HVAC

3.2.3.2.5.6. Sump pumps

3.2.3.2.5.7. Heat Pumps

3.2.3.2.5.8. Extraction fans

3.2.3.2.5.9. Roller gate automotive system

3.2.3.2.6. Ad Hoc requests from the TASEZ 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 TASEZ Employees, stakeholders/tenants, unforeseen circumstances, or misuse

3.2.3.2.6.1. Maintenance does not include a failure incident due to theft or vandalism, the TASEZ personnel/stakeholder/tenant gross negligence or wilful misuse

3.2.3.2.6.2. 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.

3.2.3.3. Plant Obsolescence and/or Plant Normal Economic Life

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:

3.2.3.3.1. Routine programmed and preventative maintenance and reactive maintenance shall continue as part of Routine service

3.2.3.3.2. The FMSP shall notify the TASEZ 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

3.2.3.3.3. TASEZ shall evaluate the problem and consider plant replacement and/or upgrades to remove/replace problematic plant

3.2.3.3.4. In the event where the TASEZ 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

3.2.3.4. Non-essential Power Supply Maintenance

3.2.3.4.1. Non-essential Power Supply Maintenance refers the mains grid AC power as provided by CoT or an electrical supply authority and EXCLUDES backup power systems such as batteries, generators, UPS, or similar devices (Non-essential Power Supply)

3.2.3.4.2. 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

3.2.3.4.3. The Services that Supplier will provide **MANGEMENT SERVICES** in respect of the Non-essential Power System includes:

3.2.3.4.3.1. Maintain electrical power supply to identified SEZ to achieve maximum reliability and availability in a safe, effective, and efficient manner

3.2.3.4.3.2. 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 TASEZ's utility service providers

3.2.3.4.3.3. Maintenance of monitoring equipment, instrumentation, and control systems for all electrical systems

3.2.3.4.3.4. Incident management in the event of vandalism, theft, or breakages as an Ad Hoc service

3.2.3.4.3.5. 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.

3.2.3.4.3.6. Maintenance of power factor correction and harmonic filtering equipment

3.2.3.4.3.7. Maintain Occupational Health and Safety and Compliance to all applicable South African Statutory requirements including Electrical Certificate of Compliance

3.2.3.4.3.8. General maintenance, housekeeping and cleaning of electrical plant rooms and equipment

3.2.3.5. Emergency Power Supply Maintenance

The FMSP shall provide **MANAGEMENT SERVICES** to the provision and maintenance of emergency power supply service, and this shall include but not be limited to the following: -

3.2.3.5.1. 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.

3.2.3.5.2. Maintaining emergency AC power supply to essential the TASEZ equipment and services to meet the agreed availability levels

3.2.3.5.3. Maintenance of control gear, distribution systems, protection devices, surge protection devices, earthing and bonding and switching equipment for all AC EPS

3.2.3.5.4. Maintenance, management and control of Fuel storage and bulk fuel storage in particular diesel distribution systems and fuel quality

3.2.3.5.5. Set and monitor the fuel level and resupply to maintain operational requirements and to meet the agreed availability levels.

3.2.3.5.6. Fuel supply, delivery and plant refuelling service

3.2.3.5.7. Maintenance and replacement of starter batteries on generator plants

3.2.3.5.8. Maintenance of Automatic Source Selector Switches

3.2.3.5.9. Maintenance of Mobile Standby Connection Boxes

3.2.3.6. HVAC Maintenance (Comfort Cooling and Ventilation)

The Services that Supplier provide **MANAGEMENT SERVICES** in respect of the HVAC Maintenance (Comfort Cooling and Ventilation) includes:

3.2.3.6.1. Maintenance of HVAC systems for comfort cooling

3.2.3.6.2. Maintaining ventilation systems to supply of fresh air to meet statutory requirements

3.2.3.6.3. Implementation of energy efficient technology as requested

3.2.3.6.4. 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

3.2.3.6.5. Maintaining, monitoring, management and control of temperature sensors and settings

3.2.3.6.6. Maintaining, manage and control water supply within the site perimeter for water dependent airconditioners

3.2.3.6.7. Responding to theft and break in incidents of HVAC infrastructure

3.2.3.6.8. General maintenance, housekeeping and cleaning of mechanical plant rooms and equipment

3.2.3.6.9. In cafeteria leased area, the FMSP will be responsible to facilitate the repair and restoration of cooling with the tenant

3.2.3.7. HVAC Maintenance (Equipment Cooling and Ventilation)

The services that the FMSP provide **MANAGEMENT SERVICES** in respect of the HVAC Maintenance (Equipment Cooling and Ventilation) includes:

3.2.3.7.1. Close control HVAC systems for equipment cooling to meet relevant legislation and environmental standards

3.2.3.7.2. 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

3.2.3.7.3. Implementation of energy efficient technology as requested

3.2.3.7.4. 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

- 3.2.3.7.5. Management of hot and cold aisle, supply and return air flows to ensure effective equipment cooling in accordance with equipment requirements
- 3.2.3.7.6. Sealing of openings in raised floors and other infrastructure to optimize air flows and system efficiencies
- 3.2.3.7.7. Management of temperature set points to ensure effective equipment cooling and optimal efficiency
- 3.2.3.7.8. Monitoring, management, and control of temperature sensors
- 3.2.3.7.9. Availability of mobile HVAC units for equipment cooling (assets provided by the TASEZ)
- 3.2.3.7.10. Manage and control water supply within the campus perimeter for water dependent airconditioners
- 3.2.3.7.11. Response to theft and break in incidents of HVAC infrastructure on an Ad Hoc basis
- 3.2.3.7.12. General maintenance, housekeeping and cleaning of mechanical plant rooms and equipment

3.2.3.8. Lighting Maintenance (both internal and external lighting)

The Services that the FMSP provide **MANAGEMENT SERVICES** in respect of the Lighting Maintenance, in accordance with Occupational Health & Safety requirements and applicable SANS standards, includes:

- 3.2.3.8.1. Emergency lighting
- 3.2.3.8.2. Internal workspace lighting to all facilities
- 3.2.3.8.3. Security and external lighting
- 3.2.3.8.4. Implementation of energy efficient technology where replacement lamps are being installed in accordance with industry standard / regulatory requirements

3.2.3.9. Infrastructure Maintenance Services

The Services that FMSP provide **MANAGEMENT SERVICES** in respect of the Infrastructure Maintenance which includes:

- 3.2.3.9.1. Earthing and lightning/surge protection
- 3.2.3.9.2. Access roads (internally and externally)

- 3.2.3.9.3. Open parking
- 3.2.3.9.4. Carport Maintenance
- 3.2.3.9.5. Site common grounds (Precinct)
- 3.2.3.9.6. Building fabric and infrastructure
- 3.2.3.9.7. Cable grids and runways
- 3.2.3.9.8. Hazardous areas and explosive atmospheres, including battery rooms, fuel storage areas, manholes and cables vaults
- 3.2.3.9.9. Roof maintenance
- 3.2.3.9.10. Perimeter fencing
- 3.2.3.9.11. Storm water drainage
- 3.2.3.9.12. Foul sewer drainage
- 3.2.3.9.13. Water reticulation
- 3.2.3.9.14. Potable water supply
- 3.2.3.9.15. Vault pumps
- 3.2.3.9.16. Sump pumps
- 3.2.3.9.17. Building signage
- 3.2.3.9.18. Façade cladding
- 3.2.3.9.19. Cabinets
- 3.2.3.9.20. Furniture
- 3.2.3.9.21. Painting
- 3.2.3.9.22. Repairs due to vandalism on request

3.2.3.10. Lift Maintenance and Critical Spares Management on Site

The Services that the FMSP provide **MANAGEMENT SERVICES** in respect of the Lift Maintenance and Critical Management on Site includes:

- 3.2.3.10.1. The facilitation of statutory inspections and the passing thereof
- 3.2.3.10.2. Programmed and planned maintenance of escalators, lifts, hoists, and crawl beams
- 3.2.3.10.3. Reactive maintenance of hoists and crawl beams
- 3.2.3.10.4. Signage

3.2.3.11. Monitoring Capability Maintenance

Provides **MANAGEMENT SERVICES** with respect to the maintenance of monitoring and control instrumentation for all SEZ buildings.

- 3.2.3.11.1. Security Equipment Maintenance

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

- 3.2.3.11.2.1. Security alarms and perimeter intrusion alarm systems including perimeter fencings and boundary protection.
- 3.2.3.11.2.2. Access control systems
- 3.2.3.11.2.3. Intercom
- 3.2.3.11.2.4. Guard patrol, monitoring or track system.
- 3.2.3.11.2.5. Security UPS system, back-up batteries and cabling
- 3.2.3.11.2.6. Drop safes and gun safes
- 3.2.3.11.2.7. Time and attendance equipment
- 3.2.3.11.2.8. CCTV systems including cameras, cabling, power, screens and recording devices.
- 3.2.3.11.2.9. Data management
- 3.2.3.11.2.10. Security control rooms and associated monitoring/surveillance systems
- 3.2.3.11.2.11. X-ray machine and walkthrough metal detectors

3.2.3.12. Fire Detection and Suppression Maintenance

The services that supplier provide **MANAGEMENT SERVICES** in respect of the Fire Detection Services include:

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

3.2.3.13. Suppression Maintenance

The services that the FMSP provide **MANAGEMENT SERVICES** in respect of the Suppression Maintenance include:

- 3.2.3.13.1. Specialist advice on regulatory compliance
- 3.2.3.13.2. Automatic sprinkler systems
- 3.2.3.13.3. Booster Systems
- 3.2.3.13.4. Gaseous suppression systems
- 3.2.3.13.5. Foam and other extinguisher systems
- 3.2.3.13.6. Portable extinguisher equipment
- 3.2.3.13.7. General fire safety and protection e.g., fire doors and dampers
- 3.2.3.13.8. Fire equipment location signage

3.2.3.13.9. Facilitation of statutory inspections and the passing thereof. The re-gassing of gaseous suppression systems and recharging of extinguishers.

3.2.3.14. Minor Project Services (Ad Hoc) (PSPs)

The FMSP provide **MANAGEMENT SERVICES** project management services on an Ad Hoc basis at the request of TASEZ. The project management services include:

3.2.3.14.1. 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.

3.2.3.14.2. Provision of project services (PSPs) which includes:

3.2.3.14.2.1. Providing engineering capability services which includes civil, structural, mechanical, electrical, fire and electronic engineering services (including the design, implementation, supervision, operations, and maintenance)

3.2.3.14.2.2. The quantity surveying

3.2.3.14.2.3. Procurement

3.2.3.14.2.4. Construction management

3.2.3.14.2.5. Contract management

3.2.3.14.2.6. Process and procedure document development and updates

3.2.3.14.2.7. Environmental and landscaping management

3.2.3.14.2.8. Safety representative for projects

3.2.3.14.2.9. Statutory compliance audits as required by the Occupational Health and Safety Act

3.2.3.14.2.10. Provision of the relevant Compliance Certificates

3.2.3.14.2.11. Construction Industry Compliance Audits and repairs

3.2.3.14.2.12. Architectural services as and when required

3.2.3.14.2.13. Provision of security measures from project site hand over to service commencement in addition, the FMSP will perform project management tasks which include:

- 3.2.3.14.2.13.1. Programme and project management
 - 3.2.3.14.2.13.2. Concept development support
 - 3.2.3.14.2.13.3. Project or programme planning
 - 3.2.3.14.2.13.4. Cost estimates and budget management
 - 3.2.3.14.2.13.5. Design management
 - 3.2.3.14.2.13.6. Procurement management
 - 3.2.3.14.2.13.7. Quality management
 - 3.2.3.14.2.13.8. Risk management
 - 3.2.3.14.2.13.9. Environmental impact management
 - 3.2.3.14.2.13.10. Contract management and administration
 - 3.2.3.14.2.13.11. User requirements definition
 - 3.2.3.14.2.13.12. Construction site management
 - 3.2.3.14.2.13.13. Building inspection/quality control
 - 3.2.3.14.2.13.14. Progress/time/cost/functionality management
 - 3.2.3.14.2.13.15. Third party management
 - 3.2.3.14.2.13.16. Variation order management
 - 3.2.3.14.2.13.17. Statutory compliance
 - 3.2.3.14.2.13.18. Electrical certificate of compliance
 - 3.2.3.14.2.13.19. Local council approval when required.
 - 3.2.3.14.2.13.20. Continuous updating of building plans and all associated electrical and mechanical drawings
 - 3.2.3.14.2.13.21. Customer interactions
- 3.2.3.14.2.14. Minor projects will have a value threshold (cap) assigned to it. Taking into account the SAFMA/CPM industry rates. Additional to the value threshold, the project contract and approval framework as provided for by the TASEZ will apply on how minor works projects are assessed and approved for implementation.

3.2.3.15. Planned Maintenance

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

3.2.4. **Support Services**

3.2.4.1. Call Centre Operations and Management (Routine and Non-Routine)

3.2.4.1.1. 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, contractors and Sub-Contractors, TASEZ personnel, the SEZ end-users, and third-party suppliers

3.2.4.1.2. The Call Centre shall be located onsite

3.2.4.1.3. The Call Centre will provide a single point of contact for all services in respect of calls, requests, complaints, and compliments

3.2.4.1.4. The Call Centre shall utilise the best in industry FM ICT System

3.2.4.1.5. The Call Centre shall be available 24 hours-a-day, 365 days-per-year (after hours standby services shall be permitted)

3.2.4.1.6. The functions of the Call Centre include:

3.2.4.1.6.1. Receiving and logging calls, requests, and complaints via various communication channels

3.2.4.1.6.2. Respond to calls according to contractual requirements

3.2.4.1.6.3. Manage calls according to contractual SLA requirements

3.2.4.1.6.4. Escalate emergency calls effectively

3.2.4.1.6.5. Assign work to relevant internal resources and contracted service providers where specialist work is required

3.2.4.1.6.6. Monitor complaints and assist with follow up and closure

3.2.4.1.6.7. Identify and report on calls in varying statuses and drive to closure

3.2.4.1.6.8. Ensure information is captured accurately

3.2.4.1.6.9. Consolidation, duplication, and correlation of requests

3.2.4.1.6.10. Generate reports from FM ICT System to support operational representatives to manage their functional areas

3.2.4.2. Facility, Building and Infrastructure Information Communication Technology System

3.2.4.2.1. The appointed FMSP will be expected to make use of an FM Information Management System in rendering the FM Service. The FMSP will ensure the necessary interfaces and integration of the TASEZ and the FMSP's systems. The TASEZ and FMSP shall work 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 and condition monitoring, building management and reporting.

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

3.2.4.2.2.1. Maintenance Management

3.2.4.2.2.1.1. Ability to provide maintenance scheduling and support, asset monitoring to help keep a close eye on asset condition

3.2.4.2.2.1.2. Provide real-time data to aid in various types of maintenance.

3.2.4.2.2.1.3. The system should promote comprehensive maintenance, such as engaging preventive maintenance, work orders and routine operational maintenance goals to optimize asset management.

3.2.4.2.2.1.4. Ability to capture and maintain the condition assessment reports linked to each asset in the register.

3.2.4.2.2.1.5. Capture and administer the maintenance plans and track implementation progress.

3.2.4.2.2.1.6. Capture and administer the life cycle plans and tracking the implementation progress.

3.2.4.2.2.2. Manage all Contact Centre Service

3.2.4.2.2.2.1. Logs faults and tracks progress

3.2.4.2.2.2.2. Find patterns and analyse different aspects regarding the facilities

3.2.4.2.2.2.3. Record repair and maintenance information

3.2.4.2.2.2.4. Maintain a supplier database

3.2.4.2.2.3. Physical Building Administration

3.2.4.2.2.3.1. Handle the actual infrastructure in the facility. For example, link to HVAC equipment, lights and other infrastructure within the building.

3.2.4.2.2.3.2. Provide abilities to remote manage the facility, where Facility Managers can set thermostats, lock doors, switch light on and off remotely, automatically read meters and energy monitoring capabilities.

3.2.4.2.2.4. Floor Plans and Space Management

3.2.4.2.2.4.1. Provide support to the operational and strategic parts of FM including technical, administrative and infrastructure tasks, as well as the strategic processes required for planning and management

3.2.4.2.2.4.2. Store and retain critical information such as energy consumption, construction data, a list of floor plans, pertinent contact details, equipment location within a facilities, fire and safety information, etc.

3.2.4.2.2.4.3. Workforce and space management

3.2.4.2.2.5. Leasing and Real Estate Management

3.2.4.2.2.5.1. Room scheduling or conference bookings

3.2.4.2.2.5.2. Long-term lease management

3.2.4.2.2.6. Administrative Support

3.2.4.2.2.6.1. Package and material tracking.

3.2.4.2.2.6.2. Aid purchasing and procurement, audit trails, hazardous materials transport, or shipments and deliveries

3.2.4.2.2.6.3. Traffic tracking

3.2.4.2.2.6.4. Visitors' logs

3.2.4.2.2.6.5. Manage contractors in the facility

3.2.4.2.2.7. Lifecycle Management

3.2.4.2.2.7.1. Provide for planning for capital improvements

3.2.4.2.2.7.2. Asset management and predictive planning

3.2.4.2.2.7.3. Ensure that assets are fully utilised in the most cost-effective way throughout the asset lifecycle

3.2.4.2.3. TASEZ may procure the system or use the system as provided by the FMSP

3.2.4.2.4. The FMSP must indicate the capabilities of the system proposed as part of the tender returnable

3.2.4.3. Safety, Health and Environment

- 3.2.4.3.1. 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).
- 3.2.4.3.2. 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.
- 3.2.4.3.3. 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.
- 3.2.4.3.4. 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.
- 3.2.4.3.5. The FMSP shall manage the operations in the Precinct to ensure compliance with the following, amongst others:
 - 3.2.4.3.5.1. National Environmental Management Act 107 of 1998
 - 3.2.4.3.5.2. Environmental Conservation Act 73 of 1989
 - 3.2.4.3.5.3. National Environmental Management Waste Act of 2008
 - 3.2.4.3.5.4. National Waste Management Strategy

3.2.4.4. Energy Efficiency and Sustainability

The FMSP will be proactive and suggest ways in which the TASEZ can be more energy efficient and sustainable at the SEZ.

3.2.4.5. Document and Records Management

- 3.2.4.5.1. The FMSP shall Develop, Implement, and Maintain the following documents as required for the execution of every activity in this contract: -
 - 3.2.4.5.1.1. Policies to support all the identified services in this scope of work.

3.2.4.5.1.2. Procedures and Manuals to support all the identified services in this scope of work.

3.2.4.5.1.3. Processes and Process Manuals to support all the identified services in this scope of work.

3.2.4.5.1.4. Works Instruction relevant for the scope of work

3.2.4.5.1.5. Templates (Forms, Checklists, etc)

3.2.4.5.1.6. Registers required to records the information (standard, performance and statistics or data) required or generated by the organisation

3.2.4.5.2. The FMSP will also develop a **Records Management System** in line with the TASEZ Records Management Policy to ensure that all TASEZ records are properly stored, maintained, readily available and their retention periods are adhered with.

3.2.4.5.3. The FMSP will also develop, implement and manage the offsite record management system for TASEZ

3.2.4.5.4. The FMSP will train the TASEZ employees on the developed documentation.

3.2.4.5.5. The documentation will be developed within the TASEZ document management systems and shall remain the property of TASEZ even after the contract period.

3.2.5. **Property Portfolio Management**

3.2.5.1. Properties to be in line with government accounting functions.

3.2.5.2. At least two months before the beginning of each financial year, the FMSP 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 TASEZ, and shall submit such budget to the TASEZ for approval at the beginning of the relevant financial year in a format acceptable to TASEZ

3.2.5.3. The FMSP shall arrange and ensure monthly meetings take place within the first week of the month to discuss the following submitted by the service provider:

3.2.5.3.1. Monthly financial reports

3.2.5.3.2. Maintenance report

3.2.5.3.3. Tenancy report

3.2.5.3.4. any other related matters

3.2.5.4. The FMSP shall be responsible for the maintenance of utilities (water and electricity) meter reading and the integrate with the utility management Service Provider

3.2.6. **Leasing and Lease Management**

The FMSP shall be responsible for the following: -

- 3.2.6.1. Record keeping of all lease documentation (including agreements, proof of payment and disputes) both electronically and hardcopies
- 3.2.6.2. Management of concluded leases including terms and conditions contained in the lease agreements
- 3.2.6.3. Ensuring that all renewals and new leases meet the projected income
- 3.2.6.4. Managing the 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
- 3.2.6.5. Maintaining a proper rental roll with clear names of tenants and or vacant spaces
- 3.2.6.6. Reviewing and recommending updating of lease agreements
- 3.2.6.7. Performing reconciliations including financial records, tenant listing to rental roll, lettable spaces to tenant listing and vacancies
- 3.2.6.8. Implementing a professional management system to facilitate effective and efficient leasing management service and reporting as per customer requirements.

3.2.7. **Rent Roll**

The FMSP shall be responsible for the following: -

- 3.2.7.1. Accurate calculation and capturing of current lease rates
- 3.2.7.2. Rent roll to tie in with the rentable office space
- 3.2.7.3. Monthly reporting on the status and variances
- 3.2.7.4. Managing collections of rental, deposits and other contributions pursuant to the lease
- 3.2.7.5. Refunding of rental deposits to tenants as and when they fall due
- 3.2.7.6. Compiling related accounting reports as required such as annual lease smoothing, property valuation etc.

3.2.8. Building/Property Maintenance

The FMSP shall be responsible for the following: -

- 3.2.8.1. The appointment and management of contractors, negotiations and finalisation of all service provider contracts and/or service level agreements – **Subject to TASEZ’s procurement processes with an option for TASEZ to appoint directly**
- 3.2.8.2. The payment of accounts
- 3.2.8.3. Tenant liaison and attending to tenant requirements
- 3.2.8.4. Arranging maintenance and preventative maintenance (including but not limited to fire control measures) and submitting such proposals to TASEZ for review and approval prior to implementation
- 3.2.8.5. Ensuring that 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.
- 3.2.8.6. Arranging for parking bay signage for tenants as per their lease agreements where applicable
- 3.2.8.7. Making provisions 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.

3.2.9. Tenant Installations Management As-And-When Required

The FMSP shall be responsible for the following: -

- 3.2.9.1. Managing and supervising tenant installations
- 3.2.9.2. Ensuring that all installations are negotiated at entry point only
- 3.2.9.3. Ensuring that installations/refurbishments match the SEZ standards and are approved by the Facilities Manager

3.2.10. Performance Management

The FMSP shall be responsible for the following: -

- 3.2.10.1. Establishing all necessary management and control systems
- 3.2.10.2. Ensuring that the value of the SEZ properties is maximised and operating costs reduced
- 3.2.10.3. Ensuring that the tenants operate effectively and efficiently
- 3.2.10.4. Maintaining high client satisfaction levels

3.2.11. General Reporting Requirements

The FMSP shall:

- 3.2.11.1. Report to TASEZ in respect of its functions and operations monthly or at intervals specified by TASEZ, and at such further or other times as may be required by TASEZ in a format specified by TASEZ
- 3.2.11.2. Provide a monthly operating statement, including rentals and other revenues received and expenses incurred
- 3.2.11.3. Provide an annual Operational Plan for review and approval by TASEZ, which shall set forth the proposed operations for the next succeeding calendar year
- 3.2.11.4. Provide an annual reconciliation of common area expenses and assessments
- 3.2.11.5. Obtain and check the turnover statements from tenants where applicable
- 3.2.11.6. Preparation of the straight lining calculation
- 3.2.11.7. 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 mobilisation phase and be available from the commencement date.
- 3.2.11.8. Utilise data from the CAFMS to provide statistical analysis information for inclusion in reports where relevant.
- 3.2.11.9. The FMSP will proactively proposed additions, amendments or removal of reporting information based on the FMSP's expertise in performing the services.

TASEZ 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 TASEZ with such requested additional data and information within a reasonable time period specified by the TASEZ.

The specific reporting fields, granularity of the file formats, reporting periods, reporting frequency and recipients will be agreed between the Parties at SLA stage

TASEZ 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 TASEZ's business.

3.3. Compliance and Regulations

The services shall be carried out in compliance with all relevant Acts and Regulations.

3.4. Occupational Health and Safety Act

The FMSP shall meet the requirements of the Occupational Health and Safety Act as well as any other requirements stipulated in the client's Health and Safety Specification and any additional requirements by the client.

3.5. Tools, Equipment, and Material Storage

3.5.1. The FMSP shall provide for all the correct tools, equipment, appliances, materials, and all sundries necessary in good order for the proper execution of the works, whether mentioned in the specification or not.

3.5.2. The FMSP must make their arrangements regarding transport

3.5.3. TASEZ provide storage but the FMSP will be responsible for the safe storage of all equipment, plant, and materials. The client will not be held responsible for any loss by theft or damage in any way.

3.6. Transport

It is the responsibility of the FMSP to fully inform themselves of the requirements and limitations laid down by the South African Transport Services regarding the transport of the equipment and to comply with these requirements where applicable.

3.7. Co-operation with other Trades

It is the Service Provider's responsibility to familiarise themselves with any current and/or future projects at the site that may impact the FMSP's installation.

3.8. Permits, Certificates, and Approvals from Authorities

The Bidder shall determine all relevant permits, certificates, and approvals required to ensure successful implementation of the security services.

3.9. Pricing Schedule

3.9.1. The Bidder shall submit the Pricing Schedule as part of the Returnable Schedules.

3.9.2. The Bidder shall submit a cost structure in which milestones are clearly defined and priced accordingly.

4. Instruction to Bidder

4.1. Price Declaration Form

4.1.1. Please indicate your Final Total RFP Price including VAT here:
R_____ (compulsory).

4.1.2. It is mandatory to indicate the total RFP price as requested above. This price must be the same as the total RFP price in the pricing schedule. Should the total RFP prices differ, the one indicated above shall be considered the correct price.

4.1.3. The following must be noted:

4.1.3.1. All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).

4.1.3.2. All prices must be firm and fixed from the RFP closing date and for the duration of the contract.

4.1.3.3. All Bidder must cost according to the costing template provided or this will lead to disqualification.

4.1.3.4. The cost of delivery, labour etc. must be included in the proposal.

4.1.3.5. Preference will be given to respondents who comply with the TASEZ's Procurement Policy & Procedures. Bidder Finance Management Act (PFMA) shall apply.

4.1.3.6. The Bidder must have a minimum B-BBEE status level of contributor 3 or higher.

4.1.3.7. As per amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements). QSE with at least 51% or 100% black shareholding and EMEs with an annual turnover of above R3 Million are required to submit a B-BBEE verification certificate from a SANAS accredited verification agency as they have to comply with the 40% sub-minimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R3 Million are exempt from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover.

4.1.3.8. The empowerment and development objectives (30% SMME Involvement) will be controlled by implementing the procedure listed in 4.1.7 above, where the bidder in terms of the Amended B-BBEE Codes is a Generic Entity (Turnover of over R50 mil).

4.1.3.9. The appointed service provider shall sub-contract practitioners from previously disadvantaged groups (black, female, youth and people with disability) and/or

local (within NMBM) black-owned companies (with a turnover of less than R50 mil), where scope and credentials permit.

4.1.3.10. Proof of registration with Treasury’s Centralised Supplier Database (CSD) not older than **three (3) months** old.

4.1.3.11. TASEZ will only award the tender to a bidder who is tax compliant. The tax compliance status of the Bidder will be verified through CSD and SARS website via the provided pin. The prospective Bidder must ensure that they are Tax Compliant throughout the validity period of the bid in review.

4.1.3.12. Bidder will be evaluated on functionality and are expected to meet the minimum of **70%** threshold in order to be evaluated further. The evaluation criteria for measuring functionality and weight of each criterion are provided in the tables below.

4.1.3.13. Bidder’ servants are prohibited from doing any form of business with organs of state, whether in their own capacity as individuals or through companies in which they are directors. Verification will be done, and Bidder will be disqualified should they be found to be in contravention with the regulations. If the bidder has been granted permission by Treasury, the letter must be provided with the bid document.

4.2. Tender Returnables Requirements

Bidder shall submit all tender returnables documents as indicated in the **Table 1** below for evaluation purposes. Failure to submit these documents by the Bidder shall be regarded as non-responsive / mandatory non-performance / non-compliance and the Bidder’s submission shall be disqualified.

4.2.1. Tender Returnables Requirements

Table 1: Tender Returnables Requirements to be submitted.

Document that must be Submitted	Returnables for the RFP
Company Registration Documents	The Bidder to submit their proof of registration with CIPC
Tax Pin	The Bidder must submit a valid Tax Pin
B-BBEE Certificate or Certified Copy EME – Sworn Affidavit	The Bidder must submit valid B-BBEE Certificates or Sworn Affidavits.

--

Document that must be Submitted	Returnables for the RFP
QSE – SANAS Accredited	Trusts, Consortiums or Joint Ventures (including unincorporated consortia and joint ventures) must submit as follows <ul style="list-style-type: none"> - Individual B-BBEE Certificate Consolidated B-BBEE Certificate for the Trust, Consortium, Joint Venture indicating the B-BBEE level for the Organisation.
SBD 1 – Invitation to Bid	Fully completed and signed SBD 1 form. In case of a Joint Venture / Consortium, a separate SBD 1 form in respect of each party to the JV must be completed and submitted.
Letter of Intent to enter into Joint Venture / Consortium	A letter of Intent to enter into Joint Venture / Consortium must be signed by all parties in the JV.
Letter of Authority for JV / Consortium	The Letter of Authority to sign JV / Consortium documents must be signed by all parties in the JV.
SBD 4 – Declaration of Interests	Complete & sign the supplied document. In case of a Joint Venture / Consortium, a separate declaration of interest form in respect of each party to the JV must be completed and submitted.
SBD 6.1 – Preference Points Claim Form	Preference Points Claim Form – Complete and sign the supplied document.
SBD 6.2 – Local Content Declaration	Bidder to submit their proposed local content declaration on SBD 6.2 as attached in the Annexures of this document.
SBD 8 – Declaration of Bidder’s Past Supply Chain Management Practices	Fully complete & signed. In case of a Joint Venture / Consortium, a separate SBD 8 in respect of each party to the JV must be completed and submitted.
SBD 9 – Certificate of Independent Bid Determination	Fully complete & sign the supplied document
Pricing Schedule	Completed, priced and signed pricing schedule for the solution to be implemented / Pricing Schedule clearly legible with permanent ink
Bidder Experience	Bidder must provide at least 3 references for similar projects completed within the past 3 years. (Bidder must provide proof in the form of Referral Letters and/or Completion Certificate issued by their client.

Document that must be Submitted	Returnables for the RFP
	All these must have been issued and signed by the client on the <u>client company letterheads</u> . Contact details of the client shall be in the documents to allow TASEZ to conduct verifications or reference checks.
Bidder Personnel Experience and Qualifications	The Bidder must submit CVs of key personnel and proof of Qualifications. The key Personnel will include the following as a minimum for evaluation purposes: - <ol style="list-style-type: none"> 1. Facility / Key Account Manager 2. Contact / Call Centre Manager
Facility Management ICT System	The Bidder must provide the capabilities of their proposed Facility Management ICT System.
UIF Compliance Certificate	The Bidder must attach a proof of UIF compliance Certificate
Public Liability Insurance Policy	The Bidder must submit proof of a Public Liability Insurance Policy to the value of at least <u>R10 Million</u> providing cover against all claims, against the Council, FMSP or its employees.
SAFMA or CPM Registration	Bidder must be registered with South African Facilities Management Association (SAFMA) or Certified Property Manager (CPM)
FM ICT System Licence	The Bidder must submit proof of a <u>Valid FM ICT System License</u> .
ISO 9001 Certification	The Bidder must submit proof of a <u>Valid ISO 9001 Certification</u> from a <i>Credible ISO Accredited Organisation</i> . The Certification Scope should be <i>for the Provision of Facility Management Services</i> .

Failure to submit all the requirements as above (completed and signed including attachments), may result in submissions being deemed null and void and may be considered “non-responsive” and therefore not considered further.

Name of Bidder: _____.

Signature of Bidder: _____ Date: _____.

--

5. Evaluation of Bids

The bid evaluation process will consist of the following **three (3) Stages**:

5.1. Responsiveness Assessment

The following criteria will be used in assessing the responsiveness of bids:

5.1.1. Stage 1 – Administrative Requirements Criteria

This is the assessment of compliance with the minimum Administrative Requirements as detailed in **Table 2** below. No points or score will be allocated in criteria. **Non-compliance with any of these Administrative Requirements will result in disqualification.**

Table 2: Administrative Requirements

Description	Compliant	Non-Compliant
1) CIPC Registration Documents		
2) <u>Valid</u> Tax Clearance Certificate / Tax Pin		
3) <u>Valid</u> CSD report (Not older than three (3) months)		
4) <u>Valid</u> Letter of Good Standing issued by the Department of Labour or RMA.		
5) <u>Valid</u> UIF Compliance Certificate		
6) <u>Valid</u> B-BBEE Certificate - Sworn Affidavit for EME - SANAS Accredited for QSE (TASEZ to verify with SANAS)		
7) Completed and Fully Signed SBD 1		
8) Completed and Fully Signed SBD 4		
9) Completed and Fully Signed SBD 6.1		
10) Completed and Fully Signed SBD 6.2 – Non-submission will lead to zero on score on BBEE		
11) Completed and Fully Signed SBD 8		
12) Completed and Fully Signed SBD 9		
13) Proof of a R10 million Public Liability Insurance Policy		

5.1.2. Mandatory Returnables

The Bidder shall take note of the required returnable schedules that must be fully complied with and submitted with their tender submission. It is the responsibility of the Bidder to ensure that the information submitted is sufficient to evaluate their tender and design for the system.

Failure to submit all mandatory requirements will result in submissions being **deemed null and void** and shall be considered **“non-responsive”** and therefore not considered further.

Table 3: Mandatory Requirements

Description	Compliant	Non-Compliant
1) Proof of Registration with the South African Facilities Management Association (SAFMA) or Certified Property Manager (CPM)		
2) FM ICT System Licence		
3) Valid ISO 9001 Certification		
4) SBD 4 – Declaration of Interests		

5.1.3. Stage 2 – Technical / Functionality Evaluation

Only bids that comply with the indicated Mandatory Administrative Requirements will be considered for the Technical / Functional Evaluation Stage.

The Technical / Functional Evaluation criteria for this bid is indicated in tables below including the scoring system and weight allocation that will be used for the evaluation of the bids. Bidder are required to achieve a minimum of **70 points** out of **100 points** to proceed to **Stage 3** (Price and B- BBEE).

5.1.3.1. Company Experience

Table 4: Company Experience

Company Experience	No. of Letters	Points Claimed
Reference letters issued by the Bidder’ previous client for Facility Management Services, completed on the referees Company’s Letterhead. The letters should have contactable references. Service should have been completed within the past 3 years .	5 Reference Letters of FM Services	30
	4 Reference Letters of FM Services	20

Company Experience	No. of Letters	Points Claimed
Each letter/s must meet ALL of the following requirements in order to be accepted for evaluation. The reference letter must: <ol style="list-style-type: none"> 1. Be on client’s company’s letterhead 2. Be signed by an authorised client representative 3. Stipulate the client contact details (name and phone number/email) 4. Stipulate the detailed description of actual services provided 5. Stipulate the contract period Letters that do not meet all of the above requirements will be automatically disqualified.	3 References Letters of FM Services	10
	2 Reference Letters of FM Services	5
	0 – 1 Letters	0
Total Points Claimable		30

5.1.3.2. **Company Key Personnel Experience**

The Bidder must submit proof of Key Personnel Experience in the form of CVs of the personnel. **The personnel should have been employed by the Bidder for at least 3 years.**

Table 5: CV of Facility / Key Account Manager

Personnel Experience	Level of Details	Points Claimed
Detailed Curriculum Vitae with a minimum experience as a Facility or Key Account Manager of 10 years.	10 Years	20
	7 – 9 Years	15
The Manager must demonstrate a very sound understanding of FM and its technical requirements, that is, electrical, mechanical, C&I, Information Management Systems, Call Centre Management, Client and Stakeholder Management, Financial Management, etc.	4 – 6 Years	10
	1 – 3 Years	5
	0 Years	0
Total Points Claimable		20

--

Table 6: CV of Contact / Call Centre Manager

Personnel Experience	Level of Details	Points Claimed
Detailed Curriculum Vitae with a minimum experience as a Facility or Key Account Manager of 10 years.	10 Years	15
	7 – 9 Years	10
	4 – 6 Years	5
	1 – 3 Years	3
	0 Years	0
Total Points Claimable		15

5.1.3.3. **Company Key Personnel Qualifications**

The Bidder must submit proof of Key Personnel Qualifications in the form of **Certified** copies of Certificates.

Table 7: Qualifications of the Facility / Key Account Manager

Personnel Qualifications	Level of Details	Points Claimed
The personnel shall have all the listed qualifications below: 1. B. Tech / BSc degree in Civil / Electrical / Mechanical / Architecture / Quantity Surveying / Construction Management / Property Studies 2. Professional Registration (i.e., ECSA, SACAP, SACQSP) 3. SAFMA / CPM Registration as Accredited Facility Professional or any other Professional Body / Institute	All Qualification submitted	10
	Zero or Part Submission	0
Total Points Claimable		10

Table 8: Qualifications of the Contact / Call Centre Manager

Personnel Qualifications	Level of Details	Points Claimed
The personnel shall have all the listed qualifications below:	NQF Level 4 Certificate	10
	Zero Submission	0

NQF 4 - Further Education and Training Certificate: Contact Centre Operations		
Total Points Claimable		10

Table 9: Project Implementation / Management Plan

Response Plan	Level of Details	Points Claimed
Bidders must submit a draft Project Execution Methodology that is specific to this scope of works for evaluation. The methodology must address the lifecycle of the project from project planning, implementation, operations, installations and handover. Bidders must indicate in their plan, a clear understanding on how to set up an FM service in a new organisation and how they will ensure continuous improvements throughout the lifecycle of the project.	Good understanding of what is required in the terms of reference and proposed plan and provided a sound integrated management system for the SEZ.	15
	Satisfactory understanding of what is required in the terms of reference and proposed plan	10
	Poor understanding of what is required in the terms of reference and proposed plan	5
	No response	0
Points Claimable		15

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.

5.1.4. **Stage 3 – Price and B-BBEE**

Bidder must fully complete the Pricing Schedule in **Table 10** below. The bid will be evaluated on the 80/20 principle. Risk assessment will be conducted on the top **three (3)** Bidder using the Bidder’ audited financial statement. Bidder to submit 3 years audited financial statements.

6. Duration of the Contract

The contract shall be **36 months** with an option to renew. Bidder to indicate their duration in the proposal.

7. Pricing Schedule

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 **Cost Schedule on Table 10 below**. 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 Table 10**.

TASEZ 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.

Bidder must complete the Pricing Schedule for all resources included. The bid will be evaluated on the 80/20 principle.

Table 10: Price Schedule as per the Scope of Work

Description	Total Cost Per Month	Total Cost for Year 1	Total Cost for Year 2	Total Cost for Year 3	Overall Total
Asset Verification Assessment	R	R			R
Developing a User Immovable Asset Management Plan (UIAMP) – Once-Off Cost	R	R			R
The Development of the Asset Life Cycle Plans of the SEZ – Once-Off	R	R			R
The development of a FM Service Plan and implementation over the full contract period – Once-Off	R	R			R
Development of Maintenance Plans including both planned and unplanned maintenance, for the SEZ. The	R	R			R

--

maintenance plans must be based on the results of the condition assessment.					
Document and Records Management Systems and the associated training	R	R	R	R	R
Scheduled Maintenance – Soft Services	R	R	R	R	R
Scheduled Maintenance – Hardcore / Technical Services	R	R	R	R	R
Call Centre Management	R	R	R	R	R
Property Portfolio Management, Rent Roll and Leasing and Lease Management- Once Off Cost	R	R			R
Performance Management and Quarterly Surveys	R	R	R	R	R
Total		R	R	R	R

Overall Total for 3 Years	
Add 15% Vat	
Total Bid Amount Including VAT for the Three-Year Period	R

The cost must include all required resources and equipment for the 3-year period.

The costs will be fixed for the three (3) years and the Bidder is encouraged to consider all factors that may affect the price during the period.

Table 11: Cost Schedules for the FM ICT Systems

ICT System	Monthly Rental Fee	Purchase Fee
FM ICT System	R	R

TASEZ may choose to rent or procure and own the system via this contract or may procure the FM ICT System separately.

Bidder Name: _____

Price Offer for the three (3): _____

--

8. Form of Offer and Acceptance

Project Title	Appointment of a Facilities Management Service Provider (FMSP) for the Provision of End-to-End Integrated Asset and Facilities Management Solutions to the Tshwane Automotive Special Economic Zone (TASEZ) for a period of 36 months
RFP Number	TASEZ/RFP008/2022

1. OFFER

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

.....

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

 **Rand (in words).**

R..... (in figures) (or other suitable wording).

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

Signature

Name

Capacity

for the Bidder.....

.....

.....

(Name and Address of Organisation)

Name and Signature

of Witness Date

2. ACCEPTANCE

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

The terms of the contract, are contained in:

- i. Part 3 – Scope of work.

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

The Bidder shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

--

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now FMSP) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature
Name
Capacity
for the
Employer
.....
.....

(Name and address of organization)

Name and Signature
of Witness Date

3. SCHEDULE OF DEVIATIONS

Subject:
Details:
.....
Subject:
Details:
.....
Subject:
Details:
.....
Subject:
Details:
.....

--

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

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

¹As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-

counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that

which is not applicable), provided that the employer notifies the Bidder of the tracking number within 24 hours of such submission. Unless the Bidder (now FMSP) within seven working days of the date of such submission notifies the

employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties

--

9. Record of Addendum to the Bid Documents

Project Title	Appointment of a Facilities Management Service Provider (FMSP) for the Provision of End-to-End Integrated Asset and Facilities Management Solutions to the Tshwane Automotive Special Economic Zone (TASEZ) for a period of 36 months		
RFP Number	TASEZ/RFP008/2022		
I / We confirm that the following communications received from the TASEZ before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed:

Date:

Name:

Position:

Bidder:

--

10. Proposed Amendments and Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer’s attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer’s handling of material deviations and qualifications.

Project Title	Appointment of a Facilities Management Service Provider (FMSP) for the Provision of End-to-End Integrated Asset and Facilities Management Solutions to the Tshwane Automotive Special Economic Zone (TASEZ) for a period of 36 months
RFP Number	TASEZ/RFP008/2022

Page	Clause /Item	Proposal

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct

Attach additional pages if more space is required.

Signed:

Date:

Name:

Position:

Bidder:

--

11. Resolution for Signatory

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of therelevant resolution of the board of directors to this form or on company letter head.

An example is given below:

“By resolution of the board of directors passed at a meeting held on _____.

Mr/Ms _____, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals)

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY:

WITNESSES:

Director (Names)		Signature	
Director (Names)		Signature	
Director (Names)		Signature	
Director (Names)		Signature	
Director (Names)		Signature	
Director (Names)		Signature	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

--

12. Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr / Ms., authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

Project Title	Appointment of a Facilities Management Service Provider (FMSP) for the Provision of End-to-End Integrated Asset and Facilities Management Solutions to the Tshwane Automotive Special Economic Zone (TASEZ) for a period of 36 months	
RFP Number	TASEZ/RFP008/2022	
Name of Firm	Address	Duly Authorised Signatory
Lead Partner:		Signature: Name: Designation:
Partner:		Signature: Name: Designation:
Partner:		Signature: Name: Designation:
Partner:		Signature: Name: Designation:

Attach additional pages if more space is required.

Signed: Date:

Name: Position:

Bidder:

--

13. Schedule of Proposed Sub-Contractors

Project Title	Appointment of a Facilities Management Service Provider (FMSP) for the Provision of End-to-End Integrated Asset and Facilities Management Solutions to the Tshwane Automotive Special Economic Zone (TASEZ) for a period of 36 months
RFP Number	TASEZ/RFP008/2022

We notify you that it is our intention to employ the following Sub-Contractors for work in this contract. The Sub-Contractors will all be CIDB registered and their CIDB Registration number shall be submitted below. This should also be declared on **SBD 6.1 form**.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Contractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all Sub-Contractors who are or to be contracted are registered on Central Supplier Database (CSD).

No.	Name and Address of the Proposed Sub-Contractor	Nature and Extent of Work	Value	Contact details
1				
2				
3				
4				

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct

14. SBD 4 Form

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 favouritism, 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 authorised 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.
 - 2.6.2. ¹“State” means –
 - a) any national or provincial department, national or provincial Bidder entity or constitutional institution within the meaning of the Bidder 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.

--

2.6.3. "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**

2.8. 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:
.....
.....
.....

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

2.9.1. 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.

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

2.10. 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**

2.10.1. If so, furnish particulars:
.....
.....
.....

2.11. 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**

2.11.1. If so, furnish particulars.

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

2.12. 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**

2.12.1. If so, furnish particulars.

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

2.13. 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**

2.13.1. If so, furnish particulars:

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

--

Table 12: Full details of Directors / Trustees / Members / Shareholders.

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

3. 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

--

15. SBD 6.1 Form

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, BIDDER 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:
 - 1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - 1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. Price and B-BBEE Points
 - 1.2.1. If the value of this bid does not exceed **R50 000 000.00** (all applicable taxes included), the **80/20** preference point system shall be applicable; or
 - 1.2.2. If the value of this bid exceeds **R50 000 000.00** (all applicable taxes included), the **90/10** preference point system will be applicable.
- 1.3. Points for this bid shall be awarded for:
 - 1.3.1. Price; and
 - 1.3.2. B-BBEE Status Level of Contributor.
- 1.4. The maximum points for this bid are allocated as follows:

Table 13: Price and B-BBEE Points Allocations

Description	Points
Price	
B-BBEE Status Level of Contributor	
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

- 2.1. "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2. "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;
- 2.3. "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;
- 2.4. "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.5. "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;
- 2.6. "functionality" means the ability of a Bidder to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7. "Prices" includes all applicable taxes less all unconditional discounts;
- 2.8. "Proof of B-BBEE status level of contributor" means:
 - 2.8.1. B-BBEE Status level certificate issued by an authorized body or person;
 - 2.8.2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9. "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;

2.10. "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:

$$\begin{array}{ccc}
 \underline{80/20} & \text{or} & \underline{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

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

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

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:

--

5. Bid Declaration

5.1. Bidder who claims points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE Status Level of Contributor Claimed in Terms of Paragraphs 5.

- 5.2. B-BBEE Status Level of Contributor: ____ . ____ = _____ (maximum of 10 or 20 points)
- 5.3. (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4 and must be substantiated by relevant proof of B-BBEE status level of contributor.

6. Sub-Contracting

6.1. Will any portion of the contract be sub-contracted? (Tick applicable box)

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

6.1.1. If yes, indicate:

- 6.1.1.1. What percentage of the contract will be sub-contracted **30** %
- 6.1.1.2. The name of the sub-contractor
- 6.1.1.3. The B-BBEE status level of the sub-contractor
- 6.1.1.4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

6.1.2. 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		
Any QSE		

7. Declaration with Regard to Company / Firm

7.1. Name of Company / Firm:

7.2. VAT Registration Number:

7.3. Company Registration Number:

7.4. Type of Company / Firm

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

[TICK APPLICABLE BOX]

7.5. Describe Principal Business Activities

.....

7.6. Company Classification

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

[TICK APPLICABLE BOX]

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

7.8. 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

7.9. 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

--

- 7.9.1. The information furnished is true and correct;
- 7.9.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 7.9.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs
- 7.9.4. 1.4 and 6.1, the FMSP may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 7.9.5. 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 –
 - 7.9.5.1. disqualify the person from the bidding process;
 - 7.9.5.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 7.9.5.3. 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;
 - 7.9.5.4. recommend that the bidder or FMSP, 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
 - 7.9.5.5. forward the matter for criminal prosecution.

Witnesses

- 1. _____
- 2. _____

Signature

Date: _____

Address: _____

--

16. SBD 6.2 Form

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, Bidder must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, 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, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9. (1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids 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 –

1.6.1. this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

1.6.2. the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. “bid” includes written price quotations, advertised competitive bids or proposals;

2.2. “bid price” price offered by the bidder, excluding value added tax (VAT);

2.3. “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.4. “designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. “duly sign” means a Declaration Certificate for Local Content that has been signed by the 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).

2.6. “imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its Sub-Contractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as

landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

- 2.7. “local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. “stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. “sub-contract” means the primary Bidder’s assigning, leasing, making out work to, or employing another person to support such primary Bidder in the execution of part of a project in terms of the contract.

3. 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:

No.	Description of Service / Works / Goods	Unit (e.g., m ² , m ³ , ton, etc.)	Qty	Stipulated Minimum Threshold
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1. 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.
- 4.2. The relevant rates of exchange information is accessible on www.reservebank.co.za.
- 4.3. 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: Bidder must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

5.1. If yes, provide the following particulars:

- 5.1.1. Full name of auditor:
- 5.1.2. Practice number:
- 5.1.3. Telephone and cell number:
- 5.1.4. Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. 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.thedti.gov.za/industrial_development/ip.jsp. Bidder should first complete Declaration D. After completing Declaration D, Bidder 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 Bidder 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 asof
.....(name of bidder entity),

the following:

- a) The facts contained herein are within my own personal knowledge.
- b) I have satisfied myself that:

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 the declaration templates have been audited and certified to be correct.

--

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 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

7. Process When Requesting Exemption Letters

- 7.1. For exemption requests on designated products and the minimum threshold for local content cannot be met for various reasons, Bidder must apply for exemption per tender. After checking with the industry, the dti will decide whether to grant an exemption or not.
- 7.2. In the official request (signed letter), the following information should be included:
 - 7.2.1. Procuring entity/government department/state owned company.
 - 7.2.2. Tender/bid number.

--

- 7.2.3. Closing date.
- 7.2.4. Item(s) for which the exemption is being requested for.
- 7.2.5. Description of the goods, services or works for which the requested exemption item will be used for and the local content that can be met.
- 7.2.6. Reason(s) for the request.
- 7.2.7. Supporting letters from local manufacturers and suppliers.

NB – Exemption letters are tender specific and applications are not transferrable.

- 7.3. The turnaround time in response to exemption letters for all designated products is five working days with the exception of rail and boats/vessels which is seven working days.
- 7.4. Request for exemption letters are to be directed to:

Dr Tebogo Makube

Chief Director: Industrial Procurement

Tel: 012 394 3927

E-mail: tmakube@thedti.gov.za.

- 7.5. The turnaround time in response to textile, clothing, leather and footwear exemption letters request is two working days and requests are to be directed to:

Patricia Khumalo Tel: 012 394 1390

E-mail: khumaloP@thedti.gov.za

17. SBD 8 Form

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 –
 - 3.1. abused the institution’s supply chain management system;
 - 3.2. committed fraud or any other improper conduct in relation to such system; or
 - 3.3. 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 of Restricted Suppliers as companies or persons prohibited from doing business with the Bidder sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes	No
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)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes	No
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 ReBidder of South Africa) for fraud or corruption during the past five years?	Yes	No
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?	Yes	No
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

--

18. SBD 9 Form

Certificate of Independent Bid Determination

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - 3.1. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - 3.2. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

Certificate of Independent Bid Determination

I, the undersigned, in submitting the accompanying bid: TASEZ/RFP008/2022

Appointment of a Facilities Management Service Provider (FMSP) for the Provision of End-to-End Integrated Asset and Facilities Management Solutions to the Tshwane Automotive Special Economic Zone (TASEZ) for a period of 36 months
(Bid Number and Description)

in response to the invitation for the bid made by:

Tshwane Automotive Special Economic Zone (TASEZ)
(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:
 - 5.1. has been requested to submit a bid in response to this bid invitation
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3. 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:
 - 7.1. prices
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices
 - 7.4. the intention or decision to submit or not to submit, a bid
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. 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.
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 Bidder 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

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.

--

19. Service Level Agreement

1. Upon award TASEZ and the successful Bidder will conclude a Service Level Agreement (SLA) regulating the specific terms and conditions applicable to the services being procured by TASEZ.
2. TASEZ reserves the right to accept or reject any or all amendments or additions proposed by a Bidder if such amendments or additions are unacceptable to TASEZ or pose a risk to the organisation.

20. Special Conditions of this RFP

1. Bidder to take note that the award of the RFP may be subject to price negotiation with the preferred bidder and that this bid is subject to the PP Regulations of 1 April 2017.
2. Additionally, Regulation 13 (c) of the Bidder Service Regulations 2016 determines that an employee shall not conduct business with an organ of state or be a director of a Bidder or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Bidder Finance Management Act.
3. As this regulation prohibits Bidder service employees from conducting business with an organ of state; either in a personal capacity or as a director of a private or Bidder company, non-compliance with this regulation will lead to automatic disqualification of a bid.
4. The TASEZ will not pay commission to the successful bidder regardless of the subcontracting conditions.
5. The TASEZ reserves the right – without prejudice and limitations to its any other rights and privileges in law:
 - 5.1. Not to appoint a Bidder and is also not obliged to provide reasons for the rejections of any proposal;
 - 5.2. To request further information from any Bidder after the closing date, for clarity purposes;
 - 5.3. To carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the Bidder, whether before or after adjudication of the responses received;
 - 5.4. To correct any mistakes at any stage of the RFP process that may have been in the RFP documents or occurred at any stage of the RFP process;
 - 5.5. To award this RFP to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000);

- 5.6. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s);
- 5.7. To accept part of a RFP rather than the whole RFP;
- 5.8. To correct any mistakes at any stage of the RFP that may have been in the RFP documents or occurred at any stage of the RFP process;
- 5.9. To cancel and/or terminate the RFP process at any stage, including after the Closing Date and/or after quotations have been evaluated and/or after the preferred bidder(s) have been notified of their status as such; and
- 5.10. Award to multiple Bidder based justifiable reasons including but not limited to the bidder's expertise, the complexity of the scope per bidder, any on the bidder's size and TASEZ's geographic consideration.

21. Misrepresentation During the Lifecycle of the Contract

1. The Bidder should note that the terms of its proposal will be incorporated in the proposed contract by reference and that TASEZ relies upon the Bidder's response as a material representation in making an award to a successful Bidder and in concluding an agreement with the Bidder.
2. It follows therefore that misrepresentations in the proposal may give rise to service termination and a claim by TASEZ against the Bidder notwithstanding the conclusion of the Service Level Agreement (SLA) between TASEZ and the Bidder for the provision of the service in question.
3. In the event of a conflict between the Bidder's proposal and the SLA concluded between the parties, the SLA will prevail.

22. Preparation Costs

1. The Bidder will bear all its costs in preparing, submitting, and presenting any response to this RFP and all other costs incurred by it throughout the RFP process.
2. Furthermore, no statement in this RFP will be construed as placing TASEZ or its employees under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the Bidder in the preparation of their response to this RFP.

23. Indemnity

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

24. Precedence

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

25. Limitation Of Liability

A Bidder participates in this RFP process entirely at its own risk and cost. TASEZ shall not be liable to compensate a Bidder on any grounds whatsoever for any costs incurred or any damages suffered because of the Bidder' participation in this RFP process.

26. Tax Compliance

1. It is essential to ensure that persons conducting business with the State are tax compliant at the time of awarding of price proposals or competitive bids. No price quotations or competitive bids shall be awarded to businesses or persons who are not tax compliant.
2. The successful Bidder will be notified of their non-compliance statutes in writing and will have seven (7) working days to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations. The Bidder should thereafter provide the procurement officer with proof of their tax compliance status which will be verified by the procurement office via the CSD.
3. TASEZ reserves the right to withdraw an award made, or cancel a contract concluded with a successful Bidder if it is established that such Bidder has submitted a fraudulent Tax Clearance Certificate to TASEZ, or whose verification against the Central Supplier Database (CSD) proves non-compliant.
4. TASEZ further reserves the right to cancel a contract with a successful Bidder if such Bidder do not remain tax compliant for the full term of the contract.

27. RFP Defaulters and Restricted Suppliers

1. No contract shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of RFP Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.
2. TASEZ reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a Bidder has been blacklisted with National Treasury by another government institution.

28. Governing Law

South African law governs this RFP and the RFP response process. The Bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this RFP, the RFP itself and all processes associated with the RFP.

29. Confidentiality

1. Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this RFP will be disclosed by any Bidder or other person not officially involved with TASEZ's examination and evaluation.
2. No part of the RFP may be distributed, reproduced, stored, or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a response. This RFP and any other documents supplied by TASEZ remain proprietary to TASEZ and must be promptly returned to TASEZ upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.
3. Throughout this RFP process and thereafter, Bidder must secure TASEZ's written approval prior to the release of any information that pertains to the
4. potential work or activities to which this RFP relates; or
5. the process which follows this RFP.
6. Failure to adhere to this requirement may result in disqualification from the RFP process and civil action.

30. Legislative Frameworks of the RFP

1. As TASEZ is established within the laws associated with all other SEZ's under the dtic's SEZ Programme, its development, management and operations have (as a minimum) to comply with the requisite and relevant provisions of the SA Constitution (41(1)h & 288), the PFMA (49(3)), Treasury Regulations (16A6.5 & 16A6.6), the FIDPM Note 3 of 2019/2020 and the IDMS. Additionally, TASEZ must comply with the following:

1.1. Tax Legislation

- 1.1.1. It is a condition of this RFP that the tax matters of the successful Bidder are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Bidder' tax obligations.
- 1.1.2. The tax compliance status requirements are also applicable to foreign Bidder/ individuals who respond to the RFP.
- 1.1.3. It is a requirement that Bidder grant written confirmation when submitting their response that SARS may on an ongoing basis during the tenure of the contract disclose the Bidder' tax compliance status and by submitting a response to this RFP such confirmation is deemed to have been granted.
- 1.1.4. Bidder are required to be registered on the Central Supplier Database and TASEZ shall verify the Bidder' tax compliance status through the Central Supplier Database.

1.2. Procurement Legislation

- 1.2.1. TASEZ has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Bidder Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

31. Supplier Due Diligence

TASEZ reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

32. Requirements After Award

The following process will be followed **Two Weeks (14 Days)** after contract award: -

1. Kick Off Meeting
2. Submission of the following Documents before commencement of the works
 - 2.1. SHE File as per the attached TASEZ SHE Specification
 - 2.2. Quality File
 - 2.3. Qualification of Key Personnel if changed from the bid submission.
 - 2.4. Implementation Plan

Annexure A: Local Content Declaration (Annex C)

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No.
 (C2) Tender description:
 (C3) Designated product(s)
 (C4) Tender Authority:
 (C5) Tendering Entity name:
 (C6) Tender Exchange Rate:
 (C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula EU GBP

			Calculation of local content				Tender summary				
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B _____
 Date: _____

(C20) Total tender value R 0
 (C21) Total Exempt imported content R 0
 (C22) Total Tender value net of exempt imported content R 0
 (C23) Total Imported content R 0
 (C24) Total local content R 0
 (C25) Average local content % of tender

Annexure B: Imported Content Declaration (Annex D) – Supporting Schedule to Annex C

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.		Note: VAT to be excluded from all calculations
(D2) Tender description:		
(D3) Designated Products:		
(D4) Tender Authority:		
(D5) Tendering Entity name:		
(D6) Tender Exchange Rate:	Pula _____ EU _____ GBP _____	

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
										(D19) Total exempt imported value	R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
										(D32) Total imported value by tenderer	R 0

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
										(D45) Total imported value by 3rd party	R 0

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments
			Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
					(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D52) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

Date: _____

This total must correspond with Annex C - C 23

--

Annexure C: Local Content Declaration (Annex E)- Supporting Schedule to Annex C

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) **Total local content** R 0
This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____