

REQUEST FOR PROPOSAL

TURNKEY OFFICE REFURBISHMENT AND SPACE OPTIMISATION SERVICES

Date of Issue: Monday 01 October 2018

**Closing Date: Friday 12 October 2018, 12:00 South African
Time**

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1 BACKGROUND

1.1 INTRODUCTION

The Eskom Pension and Provident Fund (EPPF) is a defined benefit fund with defined employer and employee contributions that provides retirement, withdrawal, death and disability benefits to members, pensioners and dependants.

The EPPF is registered as a privately administered pension fund in terms of the Pension Funds Act (1956) and it is approved as a pension fund in terms of the Income Tax Act (1962). Approximately 108 people are employed by the EPPF on a permanent basis.

2 REQUEST FOR PROPOSAL

2.1 COMPREHENSIVE REFURBISHMENT SERVICES REQUEST

The Fund wishes to appoint a suitable service provider for the provision of a comprehensive refurbishment of the ground floor of Imbewu House for the Eskom Pension and Provident Fund (the Fund) as indicated in Annexure 'B'.

By submitting a response to the request for proposal (RFP) sent out by the Fund, a party automatically undertakes to be bound by and agrees to the conditions set out in this document. Parties that do not consider themselves bound by the provisions of this document should not respond to the RFP.

2.2 PURPOSE OF THE DOCUMENT

The purpose of this RFP document is to provide broad details relevant to the services required and is not intended to provide detail of every service required.

2.3 RFP RESPONSE GUIDELINES

2.3.1 Point of contact

This RFP is issued on an open tender notice format with a definite closing date and time.

Respondents are required to submit their responses in expansive detail and in time to qualify for consideration of their responses.

During the response time the central point for all queries relevant to the provision of background information and points of clarity relevant to this RFP, will be dealt by the Facilities Manager at the Fund. In the interest of all parties concerned all queries must be submitted in writing and responses to queries or points of clarity will be updated on the EPPF Website within a 48-hour period.

The electronic mail address for queries is CRSRFP@eppf.co.za. No telephonic correspondence will be entertained.

2.3.2 Administrative Briefing Session

After the distribution of this RFP, a briefing session will be conducted with all potential respondents to provide any further information; address any possible uncertainties relevant to the RFP; and/or to further detail the EPPF's requirements.

The briefing session is scheduled to take place at 10:00 on the 4 October 2018 at the EPPF's offices in the area to be refurbished, Ground Floor, Imbewu House, EPPF Office Park, 24 Georgian Crescent East, Bryanston East, 2191. The information provided during this briefing session and on site walk through should be taken into consideration when responding to this RFP.

This session is compulsory. Technical questions will be responded to as outlined in 2.3.1.

2.4 RFP PROCESS AND SUBMISSION PROCEDURE

The Fund will review proposals in its discretion against a set of pre-defined criteria and will rate each proposal on its ability to satisfy the requirements stated in this RFP.

In the event that a preferred supplier is chosen such service provider will be formally notified. A formal Contract and Service Level Agreement will be entered into between the Fund and the successful service provider detailing issues such as the scope of work, remuneration structure and the term of the contract.

Potential service providers are requested to be mindful of the time allowed for responses, the closing date and time, the delivery address for proposals and must note that late submissions will not be considered.

The RFP must be submitted with the necessary supporting detail and must at least provide all the information requested in this RFP.

The Fund reserves the right to consider any proposal in its entirety or partially, and may appoint more than one service provider or no service provider at all.

2.5 SUBMISSION DATE, TIME AND ADDRESS

The closing date for submission of proposals at the delivery address indicated below is 12 October 2018 at 12:00 South African Time.

RFPs must be submitted in a sealed envelope and addressed to:

The Secretary of the Procurement Committee
Comprehensive Refurbishment Services Tender Submission
Eskom Pension and Provident Fund

The RFPs must be placed in the Fund's official **Comprehensive Refurbishment Services Tender Box** that is situated in the Tender Room in the reception area at Isivuno House, EPPF Office Park, 24 Georgian Crescent East, Bryanston East, 2191.

Respondents must ensure that whoever delivers the proposal to the Fund takes care to complete the RFP register at the tender box and place the tender in the correct Tender Box.

RFPs may also be couriered or mailed by means of registered mail to reach the Fund **on or before** the closing date and time, but it must be noted that postal and administrative delays will not be accepted as a reason for exemption from the requirement that proposals must reach the tender box on or before the closing time. It remains the responsibility of the respondents to ensure that their proposals reach the Fund before the closing date and time.

Proposals may not be faxed or e-mailed and proposals received by any other means other than being placed in the tender box, will not be considered and will be rendered invalid.

All submissions must be packaged in such a way that the dimensions do not exceed the thickness of a lever arch file to ensure it can fit through the tender box slot. Multiple packs may be deposited individually to satisfy the provision of the stipulated quantities of packs to be submitted, and must be clearly marked.

2.6 RFP PROCESS REQUIREMENTS

The following minimum requirements will be applied to the RFP process:

- i. Responses received after the closing date and time will be considered late and will not be accepted.
- ii. All responses must be submitted in full and complete on or before the closing time. The Fund will not allow additions and/or amendments to any response to be submitted after the closing time.
- iii. Submitted responses may be withdrawn in writing prior to the closing time.
- iv. All enquiries relevant to the RFP may only be submitted to the indicated point of contact and in writing. Telephonic and/or verbal enquiries will not be entertained.
- v. During the course of this RFP process, respondents may acquire confidential information relating to the Fund's business, projects and/or customers. Respondents are required to keep this information strictly confidential at all times (even after the project has been completed) and may not use or attempt to use or allow such information to be used for personal gain or the gain of any other person or institution.
- vi. Respondents may not disclose any such confidential information to any third party, but to the extent that such disclosure may be necessary for the submission of a formal proposal, must approach the Fund for prior approval to share any information with any third party. This does not apply to information which must be legally disclosed or becomes available to and known by the public.
- vii. Respondents must comply with the highest ethical standards in order to promote mutual trust and an environment where business can be conducted with integrity, in a fair and reasonable manner.
- viii. Respondents must, on the official letterhead of the company submitting the response, declare that:
 - a. the information provided in all documentation is true and correct; and
 - b. the signatory of the tender document is duly authorised to do so by means of a special or general resolution of the company/closed corporation.
- ix. Proposals submitted to the Fund must remain valid for a minimum period of 90 days from the closing date.
- x. Respondents will be held to their proposals submitted. The Fund reserves the right to negotiate the modification of a proposal with the successful respondent in whole or in part.

- xi. Agreements reached after such modifications with the successful respondent, or parts thereof, and accepted by the Fund will form part of the contract.
- xii. Each proposal will be evaluated for general conformity to specifications and the demonstrated capabilities of respondents to execute the scope of work.
- xiii. Respondents must provide curricula vitae of all key personnel they propose for execution of the scope of work, with clearly defined fields of expertise, functions and responsibilities.
- xiv. In general respondents must indicate the experience and field/s of expertise of their companies and must specifically indicate previous work done in the retirement fund industry, if any.
- xv. Respondents are responsible for any and all costs and liabilities incurred in responding to this RFP. The Fund will not be responsible for any costs whatsoever or howsoever arising.
- xvi. The Fund reserves the right to withdraw this RFP for any reason and at any time without incurring any cost or liability.
- xvii. The Fund reserves the right to withdraw, at any stage of this process, amend or cancel this RFP, reject or not accept any or all proposals, obtain any information from any lawful source regarding past business history and practices of the respondent, and to take any such information into consideration in the evaluation process.
- xviii. The Fund does not have to explain acceptance or rejection of any specific service provider and the Fund's decision is final and binding.

2.7 STRUCTURE OF RESPONSES

All responses are required to be prepared as follows:

2.7.1 Proposals must be electronically generated and one printed original must be signed in permanent ink by the individual(s) legally authorised to bind the respondent.

2.7.2 Legibility, clarity and completeness are essential.

2.7.3 The RFP response must contain all of the following items:

- i. 1 bound clearly marked and signed original copy of the RFP response, fee schedule and supporting documents;
- ii. 6 neat and securely bound hard copies of the RFP response and supporting documents as above;
- iii. 1 digital copy of the RFP response on a USB memory stick; and
- iv. The electronic copies of the RFP proposal and/or examples of work must be provided in Adobe Reader Portable Document Format (PDF), clear of virus infections.

2.7.4 Responses must be prepared as simply as possible, providing a straightforward, concise description of the interested parties and the capabilities available to satisfy the requirements of the RFP.

Any submissions not complying with these requirements will be disqualified.

2.8 EVALUATION CRITERIA

Respondents will be evaluated according to the extent to which they are able to fulfil the requirements of the Fund. Evaluation criteria will place particular emphasis on the following areas:

2.8.1 Track record

Respondents must demonstrate their expertise and experience in providing the services required to similar sized entities.

Respondents must confirm their ability to provide the services required to the EPPF.

The number of years' experience / involvement in providing comprehensive refurbishment services.

Describe your organisation's experience generally with provision of supply of comprehensive refurbishment services in the South Africa.

Provide at least 3 relevant references (client, contact person, telephone, e-mail and scope of work and duration of association).

Provide details of in-house facilities, e.g. number of staff and infrastructure.

Provide details of third-party service providers that may be used by you in providing the services, if any, e.g. capacity and experience.

2.8.2 Fee Structure

The fee schedule must be complete and must indicate at least the following:

- Fee basis (e.g. flat fee or whatever basis used to cost)
- **Inclusive of VAT**
- Describe in detail the cost of providing each individual service
- Declare any statutory increases and other related increases as well as the estimated date they will be applicable
- Any exclusions or fee contingencies

2.8.3 Empowerment / BEE

The Fund is committed to advancing the objectives of B-BBEE and details of the service provider's B-BBEE credentials, supported by a copy of a rating certificate, if a rating has been obtained, with details of the relevant company profile must be provided. In the very least, specific reference must be made to:

- Ownership structure and shareholding;
- Board representation;
- Executive / Operational Management structure;
- Demographic composition of the service team;
- Gender equity profiles; and
- Secondary BBEE initiatives, such as procurement from BBEE suppliers.

Respondents need to ensure that certificates must be in the name of the legal entity making the submission and be current.

These details must be clearly stated in the order requested and with the headings as above.

The minimum B-BBEE requirements is a level 3 or above.

2.8.4.1 Comprehensive Refurbishment deliverables

The Respondent must confirm that they are able to meet all the deliverables below.

- Provide a comprehensive design service to the Fund.

- Provide a comprehensive refurbishment service to the Fund.
- Provide all additional furniture procurement and installation services to the Fund.
- Provide amounts to ensure that related services like telephony, IT and security services can be installed by the Funds designated Service providers in these fields. After consultation with them.

2.8.4.2 RFP Technical Requirements

This is an open tender. Parties are invited to participate in the tender, however, the respondent will need to demonstrate their expertise in the design and construction and refurbishment field.

2.9 RFP FUNCTIONAL REQUIREMENTS

The proposed comprehensive refurbishment service provider must comply with the requirements outlined in 2.8.3. The Fund supports the development of black professional talent in South Africa. Proposals where black service providers are involved will therefore be favourably considered.

The Fund is wary of protecting its intellectual property. Bidders will therefore be required to sign a Non-disclosure Agreement (attached as Annexure C).

The successful bidder will be required to comply with the Terms of Business of the Fund, also attached as Annexure A.

2.9.1 General Requirement of respondents

Respondents must be well-established entities that have been in business for a minimum of five years and must be able to demonstrate their experience in the office refurbishment field.

Respondents (legal entity) must provide supporting documentation to indicate the period of time they have been in operation and services they have provided (including at least three contactable client references).

2.9.2 Company details and stability

Please provide a response to each of the following questions:

- i. How long the business has been in operation?
- ii. What is the scope and nature of the business, paying particular attention to core activities and highlighting areas where it lacks or outsources expertise?
- iii. What is the company's registration number?
- iv. Provide details on the company structure and key resources to be allocated directly as well as indirectly to the management structure to fulfill the Fund's service needs.
- v. Provide details of commercial relationships where a consortium/joint venture/partnership is offered as follows:
 - The entity that will be the guarantor of contract performance;
 - The date of joint venture formation, if applicable;
 - The name of the lead / prime contractor; and
 - A statement regarding the nature of the agreement between the joint venture partners, the proposed percentage of division of work and profit between the

constituent members. Each party to the RFP, if that party is a subsidiary company, is required to give details of the extent to which the holding company and related subsidiaries and associates are prepared to provide guarantees.

2.10 SUPPORTING DOCUMENTATION

The respondents must include **at least** the following supporting documentation within their proposals:

- Proof of CIPC company registration documentation;
- An up-to-date Tax Clearance Certificate or Pin indicating good standing with SARS;
- A statement of the bidding company's B-BBEE credentials as required in the above, supported by a rating certificate from a recognised rating agency, if applicable;
- In the case of a joint venture the above-mentioned documentation must be supplied for both of the entities submitting the proposal; and
- Regulatory documents and audited financial statements
- Up-to-date Audited Financial statements of both the entities that will be submitting the proposal. Group or any other entity's Annual Financial Statements will not be accepted.
- Proof of any valid insurance/professional indemnity arrangements in place;
- List of references of past and current similar clients.
- Any accreditations to statutory or industry related organisations or regulatory bodies.

Respondents will be disqualified from the RFP process if any of the above-mentioned details and/or documents are not submitted.

2.11 QUOTATION/PROPOSAL CONDITIONS

Validity of Quotations

Quotations must be valid for at least 90 days from the closing date of the tender. Please include original valid tax clearance certificates, proof of registration of your business, and your latest BBBEE certification, if you have one.

VAT

VAT must be included in all prices, where applicable.

Closing Date for Proposal Submission

The closing date for submission of proposals at the delivery address indicated below is Friday 12 October 2018 at 12:00 South African Time.

All submissions must be placed in the **Comprehensive Refurbishment Services Tender Box** at the EPPF's offices, in the reception area at Isivuno House, EPPF Office Park, 24 Georgian Crescent East, Bryanston East, 2191. Shortlisted respondents will be invited for presentations prior to making a final appointment decision.

Enquiries

All enquiries to be forwarded to the central email address at: -

E-mail: CRSRFP@eppf.co.za

Note that only written queries will be answered. The Fund reserves the right to withdraw, at any stage of this process, amend or cancel this RFP, reject or not accept any or all proposals, obtain any information from any lawful source regarding past business history and practices of the respondent, and to take any such information into consideration in the evaluation process.

ANNEXURE A

TERMS OF BUSINESS

1.1 Background

By submitting a response to the RFP sent out by the Fund, a respondent automatically undertakes to be bound by and agrees to the conditions set out in this document.

Respondents that do not consider themselves bound by the provisions of this document should not respond to the RFP, as submission of a response pre-supposes agreement to the terms of this agreement.

1.2 Terms of Business

The Fund hereby sets out the Terms of Business and the respondent hereby accepts the conditions that will apply to the work to be done by the service provider appointed in terms of the RFP detailed in this agreement.

Once signed by both parties, these Terms of Business will form the basis of a suitable contract between the Fund and the successful service provider.

An additional agreement detailing the services to be rendered will be entered into. These Terms of Business will establish the basis of such an agreement to provide the services as outlined in the RFP, and will serve to explain the conditions under which the appointment of the preferred service provider is made, but may also be extended in the management agreement to include other matters not necessarily addressed in this RFP.

1.3 The services to be provided

1.3.1 The Services

The service provider will provide the services described in the RFP, and at the location(s) to be set out in the Management Agreement.

Where the contract refers to services to be performed this means that the service provider will provide the Fund with the Services and will be responsible for the management and control of the services and the quality of any deliverables listed in or referred to in the contract.

Where the SLA refers to Services to assist the successful service provider this means that the Fund will use reasonable skill and care, as specified, to assist the service provider with its work, but the service provider will be responsible for the overall management and control of the Services and for the results to be achieved from using the Services.

1.3.2 The service provider's staff

Where individual members of the service provider's staff (including partners and directors) are named in the Management Agreement the service provider will make every reasonable effort to ensure that the named individual(s) are available to support its work for the Fund stated in the Management Agreement.

Where the service provider considers changes in its named staff necessary or appropriate, for reason of, inter alia, resignation, relocation, training or illness, the service provider may make the changes after giving the Fund reasonable notice and will provide the Fund with details of replacement staff.

1.4 Contract Management

Both parties may designate a contact person that will be responsible for managing all issues relating to the performance of the contract.

1.5 Deliverables

1.5.1 Preparation and Delivery

The Fund will incorporate the deliverables listed or referred to in the RFP into the contract to be signed with the preferred service provider.

1.6 Fees and Payment

1.6.1 Payment of services

The Fund agrees to pay for the Services as set out in the Management Agreement. All invoices will be payable within thirty days from date of receipt thereof, unless disputed.

1.7 Term, Suspension and Termination

1.7.1 Duration of Contract

The contract will apply from the Commencement Date stated, or where no Commencement Date is specified, from the date of signature of the contract by both parties. The contract will continue for the period needed to finalise the refurbishment of the specified area to the satisfaction of the Fund.

1.8 Termination of the Contract

Unless stated otherwise in the contract, the Contract may be terminated by either party at any time by giving the other party no less than 30 days written notice.

Where the Contract is terminated in this way the Fund will pay the service provider for all Services provided and completed up to the date of termination.

1.9 Termination for Breach of Contract

The contract may be terminated by either party by written notice with immediate effect if the other commits a material breach of any term of the contract that is not remedied within 10 days of dispatch of a written request to remedy the same.

1.10 Termination for Insolvency

The contract may be terminated by either party by written notice in the event that the other party is unable to pay its debts or has been placed under administration, judicial manager, liquidator or similar person or officer appointed or compromises generally with its creditors or ceases for any other reason to carry on business or in the reasonable opinion of the other party any of these events appears likely.

1.11 Confidentiality and Conflicts of Interests

- 1.11.1** By signing the contract, each party is under a professional obligation not to disclose to a third party any information confidential to the other party. Similarly, reports by the service provider are for the use of the Fund alone and may not be disclosed to third parties without the Fund's prior written consent.
- 1.11.2** Notwithstanding 1.4 above, either party will be entitled to disclose confidential information of the other to a third party to the extent required by law or where the said information is already known to the public, provided that in the former case (and without breaching any legal requirement), where reasonably practicable not less than five business days' notice in writing is first given to the other party.

1.12 Liability

- 1.12.1** The service provider shall use reasonable skills and care expected from an expert in its industry in the provision and delivery of the services and the deliverables in terms of the Management Agreement.
- 1.12.2** The service provider shall accept liability to pay compensation for damages and losses arising as a direct result of breach of contract or negligence on its part or third parties acting on behalf of the service provider in respect of Services provided in connection with, or arising out of the contract (or any variation or addition thereto).
- 1.12.3** The service provider shall not be liable for any loss, damages, costs or expenses directly or indirectly incurred as a result of information supplied by, or misrepresentations, negligence, fraudulent acts or default on the part of the Fund, its directors, employees, contractors or agents. The Fund indemnifies the service provider and holds it harmless against all and any such claims made against it in respect of any such loss, damages, costs or expenses and against the actual costs incurred by the service provider in defending such claims.
- 1.12.4** The service provider will be responsible for its own Health and Safety measures of its staff as well as any contractors that it employs and will ensure that all of the necessary obligations in this regard is adhered to. This will include the obligations relating to registering claims for accidents on duty as well as any claims that may arise from such incidents with the Compensation Commissioner.
- 1.12.5** The contractor will be obliged to adhere to any instructions regarding Health and Safety given by Fund officials where non adherence to the Health and Safety act is identified for immediate rectification.

2. GENERAL

2.1 Force Majeure

Neither of the parties to the contract will be liable to the other for any delay or failure to fulfill obligations caused by circumstances beyond its reasonable control.

2.2 Assignment

Neither of the parties to the contract may cede, assign, delegate, transfer, encumber, charge nor otherwise seek to deal in any of its rights or obligations under the Investment Management Agreement without the prior written consent of the other party.

2.3 Notices

Notices must be served either personally, sent by prepaid registered post or faxed to the address of the other party given in the contract or to any other address as the parties may have notified during the period of the agreement. Any notice sent by registered post will be deemed to have been delivered 10 days after sending. Any notice sent by fax or served personally will be deemed to have been delivered on the first working day following its dispatch.

2.4 Amendment

Any amendment or consensual variation, cancellation or termination of the contract, or any of its terms, will not be effective unless agreed in writing and signed by both parties.

2.5 Survival

The confidentiality clause in the contract shall survive the termination or expiry of the agreement and shall continue to bind the parties to the agreement.

2.6 Electronic Communications

During the provision of the Services, the Fund may from time to time communicate electronically. However, as the service provider is aware, the electronic transmission of information cannot be guaranteed to be secure or error-free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use.

Accordingly, whilst the Fund carries out commercially reasonable procedures to check for the most commonly known viruses and to check the integrity of data, it remains the service provider's responsibility to carry out a virus check on any documents before launching them, whether to be sent or to be received on disk or otherwise. Therefore and notwithstanding any collateral contract, warranty or representation, the Fund will have no liability to the service provider on any basis, whether in contract, delict (including negligence) or otherwise, in respect of any error or omission arising from or in connection with the electronic communication of information to or from the service provider and the service provider's reliance on such information and including (but not limited to) the acts or omissions of the relevant service providers.

If the communication relates to a matter of significance on which the service provider wishes to rely and is concerned about the possible effects of electronic transmission, the service provider should request a hard copy of such transmission from the Fund.

2.7 Validity of contract Provisions

If any provision of the contract is held to be invalid, in whole or in part, such provision shall be deemed not to form part of the agreement. In any event the enforceability of the remainder of the agreement will not be affected.

2.8 Conflict

In the event of any conflict between the contract and any other document that forms part of the agreement, the contract shall prevail except where amended by specific reference to the relevant Clause of the Terms of Business. In the event and only to the extent of any conflict between the contract and any referenced or attached document other than the Terms of Business, the Management Agreement will take precedence.

2.9 Applicability

The contract shall apply to work undertaken in relation to the service provider, its holding company or any of its subsidiary, associated or related companies, agents or sub-contractors providing services in terms of the agreement.

2.10 Dispute Resolution and Governing Law

Should any dispute arise between the Fund and the service provider, both parties will attempt to resolve the dispute in good faith through senior-level negotiations. If the dispute is not resolved through negotiation or mediation within a reasonable time both parties agree that it shall be finally resolved in accordance with the rules of the Arbitration Foundation of South Africa by an arbitrator or arbitrators appointed by the Foundation and agreed upon by both parties. The arbitration clause does not prohibit a party from seeking relief in a dispute where urgency can be proved, and where, as a result, application can be made for an urgent interdict, urgent declaratory order or other urgent relief to any court of competent jurisdiction, on condition that such urgent relief is only of an interim nature pending the determination of the dispute by the arbitrator. The parties submit in this regard, to the non-exclusive jurisdiction of the Gauteng Local Division, Johannesburg, South Africa.

The Terms of Business and the contract shall be subject to South African law.

ANNEXURE B

COMPREHENSIVE OFFICE REFURBISHMENT BASIC REQUIREMENTS.

Please note that these are indicative of services needed only and proposals will have to indicate and motivate any changes to the existing based on specialist knowledge in the field, as well as influences of design principle

OFFICE REFURBISHMENT SERVICE **PREMISES TO BE REFURBISHED**

<u>Building Name</u>	Offices – approximate Lettable Area
Imbewu House – Ground Floor	535 m ²

Points for consideration:

General

- The area being refurbished will include both sides of the building.
- The overall look and feel of the other areas in the Fund have to be taken into consideration when doing the design.
- Provision has to be made in the costing for the provision and installation of a UPS capable of running all equipment on the floor.
- Provision has to be made in the costing for the provision and installation of a generator capable of providing power to the infrastructure on the floor, giving consideration to the fact that there is already a generator running the top floor, and the implications of this on the size and / or way of installation.
- As part of the project a Video Conferencing (VC) solution will also be implemented and will have to be taken into consideration during the design phase to accommodate the envisaged solution. Please note the purchase and implementation cost of VC equipment will be excluded from the project cost.

North Side

- The reception has to be relocated from the first floor to the ground floor.
- The Funds service providers in relation to security, telephony and IT will provide quotes to the contractor for inclusion and provision will have to be made to accommodate this as part of the project budget.
- The north side of the building needs to change to accommodate 10 people in an open plan office format, with another individual in an existing office.

- An existing kitchen needs to be aligned with the look of existing pause areas and include the same amenities and equipment.
- An existing area has to be refurbished to accommodate four people.

South Side

- The area needs to be refurbished and changed to accommodate the new reception area moving from the first floor.
- The rest of the floor will be refurbished and changed to accommodate a variety of meeting spaces, including a large boardroom, mingle space and refreshment area.