



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

BID / TENDER NO. CPTL04/26



PROCUREMENT COMPLIANCE CERTIFICATE

Project Manager / Leader Name:

Colleen de Klerk

Project description:

DEPARTMENT OF HIGHER EDUCATION
IN CAPE TOWN: OPEN TENDER PROCEDURE TO
PROCURE ALTERNATIVE ACCOMMODATION FOR A PERIOD
OF 5 YEARS: LETTABLE GUIDELINE OF 969,28M²
AND 33 SAFE AND SECURED PARKING BAYS

Tender number

CPTL04/26

Area (s) if
applicable

The following documents were checked : Tick yes or no or n/a in the box

PA-01	YES	NO	N/A
PA-04	YES	NO	N/A
PA-09	YES	NO	N/A
PA10 LS	YES	NO	N/A
PA-11	YES	NO	N/A
PA-15.1	YES	NO	N/A
PA-15.2	YES	NO	N/A
PA-15.3	YES	NO	N/A
PA-16	YES	NO	N/A
STANDARD CONDITIONS	YES	NO	N/A
DPW-08 LS	YES	NO	N/A
DPW11.1	YES	NO	N/A
DPW12 LS			
PA-29	YES	NO	N/A
PA-40			

SPECIAL CONDITIONS OF BID

The tender document was checked both the functionality and the specification

P. M.

Signature

Date:

SCM

Signature

Date:

DD:SCM

Signature

Date:

PA-04 (LS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR PROVISION OF:

Property description:	DEPARTMENT OF HIGHER EDUCATION IN CAPE TOWN: OPEN TENDER PROCEDURE TO PROCURE OFFICE ACCOMMODATION FOR A PERIOD OF FIVE (5) YEARS: LETTABLE GUIDELINE: 969,28M² AND 33 SAFE AND SECURED PARKING BAYS		
Bid no:	CPTL04/26		
Advertising date:	07 October 2026	Closing date:	28 October 2026
Closing time:	11:00	Validity period:	84 days

1. **FUNCTIONALITY CRITERIA APPLICABLE** YES ☐ NO ☒

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria: ¹	Weighting factor:
Total	100 Points

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	N/A
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((Total minimum qualifying score for functionality is 50 percent, any deviation below or above the 50 percent, provide motivation below.

¹ The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

2. APPROVAL IS HEREBY REQUESTED FOR THE FOLLOWING PROCUREMENT PROCEDURE:

☐ Method 1 (Financial offer)

☒ Method 2 (Financial and Preference offer)

2.1. Indicate which preference points scoring system is applicable for this bid:

☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ Either 80/20 or 90/10 Preference points scoring system
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3. RESPONSIVENESS CRITERIA

3.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder **shall** result in the tender offer being disqualified from further consideration:

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	The (DPWI-08 (LS)): Bid offer must be clearly completed by the bidder, with clear specification of the financial offer in terms of rental and tenant installation allowance offered by the bidder. The offer should be submitted as per the bid questionnaire which forms part of the bid documents.
4	☒	The building must be within the geographic boundaries specified in the bid documents.
5	☒	Use of correction fluid is prohibited.
6	☐	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
7	☒	- An agent may bid on behalf of the owner or the potential owner of the property, however, the responsiveness of the bid shall be measured against the registered owner or the prospective buyer of the property (not the agent). - The bid shall be evaluated against the registered owner or bidders in the process of acquiring the property. - In case where a bidder intends to or is in the process of acquiring the property, they must attach the title deed of the registered owner coupled with one of the following signed agreements/documents as listed below i.e. - Offer to purchase, - Sale agreement or, - Letter from the conveyancer confirming lodgement/registration or progress thereof. - In case of the owner of the property a Title deed must be attached.
8	☒	- The building offered must be in the CBD of Cape Town. - The distance from the said point of reference must be within 2km radius from public transport and main road. - If the parking provided is offsite it must not be more than 100 - 200 metres from the property offered. - Where the offered building is a shared facility, space provided must be on continuous floors without any disturbances with other tenants. - The bidder must attach a locality map, e.g. a Google printout for the building and parking offered off site.



9	☒	- The bidder must provide proof of the space required i.e. 969,28m² and 33 safe and secure parking bays for a safe and secure stand-alone building or multi-tenanted building in the form of drawings and floor plans. - The Bidder must submit the following building compliance certificates: Fire, Electrical, Institute of Plumbing SA, COC, Building Grade (minimum of C certificate) - The Bidder must submit proof demonstrating its creditworthiness and financial capacity to meet the financial obligations arising from this bid. Acceptable evidence is a bank rating letter reflecting the bidder's current rating and confirming its financial capacity in relation to this bid; or a bank-issued letter confirming the bidder's financial standing, liquidity, and ability to meet its contractual obligations; or written confirmation from an independent financial advisor or auditor verifying the availability of equity funding to meet the financial obligations associated with this bid. All supporting documents submitted must be dated no more than six (6) months before the bid closing date. The Department reserves the right to verify the authenticity and validity of any information or documentation submitted in support of this requirement.
10	☒	- The bidder must submit an approved Town Planning Certificate or Zoning certificate from the relevant Municipality confirming the offered property is zoned for commercial/ business/ office, or - In an instance where a land use/rezoning application is in process, the bidder must submit the current zoning certificate with a letter from the relevant Municipality confirming that they have received such an application and it is in process. - Submission of the Zoning application form/s shall not be considered.
11	☒	The Department will not enter into a sub-lease with any bidder that has a head lease with owner of the property.

3.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	Submission of (PA-11): Bidder's disclosure.
4	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
6	☒	The Department reserves the right to verify the submitted maps, drawings and floor plans.
7	☒	Submission of any green star rating certificate from the Green Building Council of SA will be an advantage.
8	☐	Specify other responsiveness criteria

3.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposal, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

1	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
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2	☒	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider
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4. COMPLIANCE WITH OBJECTIVE CRITERIA FOR PREFERENTIAL PROCUREMENT

(Applicable to Leasing Services only)

DPWI will leverage this service not only to acquire office accommodation for its clients but also advance TRANSFORMATION, EMPOWERMENT AND ECONOMIC INCLUSION. To address the skewed property ownership patterns in the property sector, DPWI will consider and align the lease period required in this tender to the % of Black Ownership/Shareholding/Equity of the offered building/Asset as per the Lease Tenure Enhancement Model depicted in the Table or Categories below stipulated in its Property Management Empowerment Policy of 2018 before awarding this tender in accordance with section (2) (f) (1) of the PPPFA.

Table 1

☒ Category A	Refers to segment where a property is owned by an enterprise(s) or individual(s) which are not less than. 51% Black ownership 51% Black managed 51% Black controlled and Enterprises in this category, depending on the requirements of the User Department qualify for leases of greater than 5 years.
☒ Category B	Refers to segment where a property is owned by an enterprise(s) or individual(s) which have not less than. 20% Black ownership 20% Black managed 20% Black controlled and Enterprises in this category, qualify for leases of a maximum 5 years.
☐ Category C	Refers to segment where a property is owned by an enterprise(s) or individual(s) with less than. 20% Black ownership 20% Black managed 20% Black controlled and Enterprises in this category, qualify for leases of a maximum 3 years.
☒ Category D	Refers to property funds listed on the stock exchange a) That qualify as listed property funds or Real Estate Investment Trusts (REITS) b) That have ownership by black individuals or black entities of more than 10% but less than 51% and c) That are managed by property asset management entities with not less than 51% Black ownership, 51% Black Management and 51% Black control. Enterprises in this category, qualify for leases of a maximum 5 years.

5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

☒	5.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable. Table 2 <table> <tr> <th>Serial No</th><th>Specific Goals</th><th>Preference Points Allocated out of 20</th><th>Documentation to be submitted by bidders to validate their claim</th></tr> </table>			Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim				



1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



5.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
	3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
	4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
OR				
	5. ☒	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

6. COLLECTION OF BID DOCUMENTS:

- ☒ Bid documents may be collected during working hours at the following address **Room 941 Customs House Building, Lower Heerengracht Street, Foreshore, Cape Town.**
- ☒ A non-refundable bid deposit of **R700,00** is payable, (Cash only) is required on collection of the bid documents.
- ☐ A compulsory pre bid meeting with representatives of the Department of Public Works will take place at N/A.

7. ENQUIRIES

7.1. Technical enquiries may be addressed to:

DPWI Project Manager	Colleen de Klerk	Telephone no:	021 402 2152
Cellular phone no		Fax no:	N/A
E-mail	Colleen.deklerk@dpw.gov.za		

7.2. SCM enquiries may be addressed to:

SCM Official	Zodwa Tshoba	Telephone no:	
Cellular phone no	N/A	Fax no:	
E-mail	Zodwa.tshoba@dpw.gov.za		

8. DEPOSIT / RETURN OF BID DOCUMENTS:

- 8.1. Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.
- 8.2. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.

8.3. All tenders must be submitted on the official forms – (not to be re-typed).

BID DOCUMENTS MAY BE POSTED TO: THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 9027 CAPE TOWN 8000 ATTENTION: PROCUREMENT SECTION: ROOM 941 <i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i>	OR	DEPOSITED IN THE TENDER BOX AT: MAIN ENTRANCE, GROUND FLOOR CUSTOMS HOUSE BUILDING LOWER HEERENGRACHT STREET FORESHORE, CAPE TOWN
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ANNEXURE A:

1. Specifications and mandatory regulations in terms of access for Disabled Persons as contained in:

- SABS/SANS 400 – 1900: National Building Regulations (Section S)
- SABS/SANS 10400 – S: 2011: Facilities for persons with disabilities.
- DPW: Standard Guidelines for the Design of Accessible Buildings (Facilities for people with Disabilities): March 2001.

2. Asset Management:

- Ensure that all State-owned and leased accommodation is optimally utilised before new, additional or alternative accommodation is procured.
- If suitable State-owned building is identified please revert back to KAM to engage with Portfolio Performance Monitoring: (Portfolio Analysis) to undertake a viability study.
- Portfolio Performance Monitoring: (Portfolio Analysis) to provide technical report indicating the estimated cost for refurbishment and to ensure compliance with building regulations.

3. Energy Efficiency

Ensure compliance to:-

- SANS 10400 and SANS 204 regarding energy efficiency

4. Reporting Framework:

- Provide the Chief Directorate: KAM HO & Customer Billing Head Office with the following leasing information for billing purposes:-
 - Building Name
 - Cost per m² and monthly rental
 - Total area leased
 - Number of parking bays and cost per parking bay
 - Lease commencement and expiry date
 - Lease period
 - Occupation date
- Ensure that a copy of the signed lease agreement is forwarded to the client for information, record keeping and budgetary purposes.

ESTIMATED SPACE REQUIREMENTS FOR LEASING OF BUILDINGS
Version 0.6 12.11.2020

1 PROJECT PARTICULARS
 PROJECT: LEASING DEPARTMENT OF HIGHER EDUCATION AND TRAINING- WESTERN CAPE REGIONAL OFFICE
 FILE NO.:
 LEASE PERIOD:

2 WORKSPACE

DESCRIPTION OF ROOM	NUMBER	SPATIAL REQUIREMENTS	ASSIGNABLE SQUARE METER	NORM	CLIENT MOTIVATION	REMARKS
EXECUTIVE MANAGEMENT (INCL. MINISTERS)		FTE'S		20-25m2		
POST 1 (18)		25		26		
SENIOR MANAGEMENT				18-20m2		
POST 1 (14)		20		20		
TECHNICAL & MANAGEMENT				8-10m2		
POST 1 (14)		15		16		
POST 2 (13)	1	14	14	14		
POST 3 (11/12)	2	12	24	12		
POST 4 (9/10)	3	10	30	10		
POST 5 (7/8) OPEN PLAN	2	8	16	8		
POST 6 (7/8) OFFICE	1	10	10	10		
ADMINISTRATION				8-8m2		
POST 1 (6/8) INTERNS	3	8	24	8		
POST 2 (3/4)		8		8		
POST 3 (2)				8		
TOTAL NET WORKSPACE (LESS CLEANERS)	12		118			<12m2

3 SUPPORT SPACE PER WORKSPACE AREA

3.1 SUPPORT SPACE PER WORKSPACE AREA: A

DESCRIPTION	NUMBER	SPATIAL REQUIREMENTS	ASSIGNABLE SQUARE METER	CLIENT MOTIVATION	REMARKS
BOARDROOM FOR REGIONAL DIRECTOR	1	12.00	12		ENTER NUMBER OF PERSONS UTILISING SPACE PER DAY 80% Max 10.2%
TOTAL NET SUPPORT SPACE A	12		13	90%	EQ. IN THE OFFICE IS A BENCH OFFICE. THE NUMBER OF STAFF IS LIMITED. FUNCTIONAL SPACE WILL HAVE TO BE ALLOWED. AND THIS WILL INCREASE THE RATIO

3.2 PARKING SPACE, SUPPORT SPACE B

DESCRIPTION	NUMBER	SPATIAL REQUIREMENTS	ASSIGNABLE SQUARE METER	CLIENT MOTIVATION	REMARKS
PARKING SPACE					
GARAGES					
TOTAL NUMBER OF PARKING SPACES					

4 CORE SPACE PER WORKSPACE AREA

DESCRIPTION	NUMBER	SPATIAL REQUIREMENTS	ASSIGNABLE SQUARE METER	CLIENT MOTIVATION	REMARKS
ORGANISATION SUPPORT					DUE TO LIMITED REQUEST AND UTILISATION OF EXISTING LEASE AREAS IN CONJUNCTION WITH THIS AREA, THE PERCENTAGE IS REDUCED
CIRCULATION, TECHNICAL SUPPORT, FACILITIES MANAGEMENT AND ABLUTIONS ACC. SANS 10400			23.88		PROVIDE 1m2 PER CLEANER. MIN 8m2 PER REST ROOM WITH LOCKERS. PROVIDE ONE 8m2 CLEANER STORE ROOM PER 1350m2
LETTABLE AREA			155.00		

TOTALS REFLECTED ARE ESTIMATED SPACE TO INFORM ACQUISITION OF LEASE ACCOMMODATION
COST IMPLICATIONS & OTHER NOTES:

 SECURITY MEASURES REQUIRED (BIOMETRIC/CARD SYSTEMS/BURGLAR BARRIERS/DETECTION/CAMERAS ETC)

 OTHER:

COMPLETED BY:
 ZUKISYA MASANGO SAC Rank Signature Date 24 AUGUST 2021

CONFIRMED BY:
 MIM MENEZES C. SAC Rank Signature Date 20 AUG 2021

APPROVED BY:
 Name Signature Date

NOTES
 A= SUPPORT SPACE
 B= SUPPORT SPACE- PARKING SPACE

 CORE SPACE PER WORKSPACE AREA
 PERCENTAGE'S TOTAL NET WORKING SPACE.
 CORE SPACE PERCENTAGE CAN BE ADJUSTED TO ACCOMMODATE SPECIAL NEEDS OF THE CLIENTS. MINIMUM PARAMETER IS 50% AND MAXIMUM PARAMETER IS 80%. MOTIVATION TO BE PROVIDED IF OVER 80%

 NOTE 1: THE NORM FOR LEVEL 5% AND 7% IS TO BE ACCOMMODATED IN OPEN OFFICES. SHOULD THE CLIENT REQUIRE AN OFFICE, A MOTIVATION MUST BE PROVIDED AN OFFICE SMALLER THAN 10 SQM IS NOT FUNCTIONAL.
 NOTE 2: TO ENABLE SPACES TO WORK PROPERLY/ FUNCTIONALLY/USABLE, THE MINIMUM AREA IS PRESCRIBED IN THE COMMENT COLUMN. WHEN THE OFFICE PROVIDED FOR IS SMALL, THE AREAS WILL BE MULTIPLIED WITH THE STAFF NUMBERS AND THE RESULT WOULD BE A VERY SMALL AREA. IN THIS CASE THE AREA WILL BE TOO SMALL TO BE FUNCTIONABLE, THEREFORE THE GUIDE TO A MINIMUM AREA IS PROVIDED. IN THIS CASE ONE REPLACES THE FORMULA WITH THE RECOMMENDED MINIMUM AREA.

 Formula: (Core space FTE's x assigned sqm per FTE) / 100 = 40m2
 Do not allow the result to be less than 40m2.



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

USER SPECIFIED ACCOMMODATION SCHEDULE (To be completed and attached by the User Department to leased accommodation requests)		
1.	USER DEPARTMENT: DHET: WESTERN CAPE REGIONAL OFFICE	
2.	ACCOMMODATION REQUIREMENT:	Mark with X if applicable
2.1.	New	
2.2.	Additional	X
2.3.	Alternative	
2.4.	Renewal	
2.5.	Renewal and additional	
2.6.	Alterations to existing accommodation	
	Specify: Additional office accommodation in the same building	
3.	RECOMMENDED LEASE PERIOD:	
4.	ACCOMMODATION TYPE:	Mark with X where applicable
4.1.	Office	X
4.2.	Parking	X
4.3.	Functional	
4.4.	Residential	
4.5.	Storage	
4.6.	Other	
	Specify: _____ _____	
5.	PREFERRED LOCATION: (TOWN/SUBURB)	CAPE TOWN: WESTERN CAPE PROVINCE
5.1	LOCALITY	Mark with X where applicable
5.1.1.	Central	X
5.1.2.	Decentralised (outskirts of CBD)	
5.1.3.	Industrial	
5.1.4.	Residential	
5.1.5.	Township	
5.1.6.	Farm	
5.1.7.	Other:	

6.	BUILDING SPECIFICATIONS:		Mark with X where applicable
6.1.	Cellular building (stand alone)		
6.2.	Multi-tenanted		
6.3.	Ground floor		
6.4.	Other		X
7.	USER SPECIFIED REQUIREMENTS: Specifications to be attached (where available)		
7.1.	SECURITY MEASURES		
7.1.1.	Basic (specify)	X	
7.1.2.	Advanced (specify)		
7.1.3.	Specialised (specify)		
7.2.	ELECTRICAL (SPECIFY)		
7.2.1.	Energy efficiency	X	
7.2.2.	Generators		
7.2.3.	Other		
7.3.	ACCESSIBILITY: (SPECIFY)		
7.3.1.	Proximity to specific service providers(specify)		
7.3.2.	Near to public transport nodes (specify)		
7.3.3.	Facilities for physically challenged (specify) (Pre-requisite responsive bid criteria)		
7.4.	Corporate image/internal finishings (specify)	X	
8.	Additional comments:		

**SIGNATURE OF ACCOUNTING OFFICER
OR DELEGATED OFFICIAL**

DATE:



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

ANNEXURE A:

1. **Specifications and mandatory regulations in terms of access for Disabled Persons as contained in:**

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- SABS/SANS 10400 – S: 2011: Facilities for persons with disabilities.
- DPW: Standard Guidelines for the Design of Accessible Buildings (Facilities for people with Disabilities): March 2001.

2. **Asset Management:**

- Ensure that all State-owned and leased accommodation is optimally utilised before new, additional or alternative accommodation is procured.
- If suitable State-owned building is identified please revert back to KAM to engage with Portfolio Performance Monitoring: (Portfolio Analysis) to undertake a viability study.
- Portfolio Performance Monitoring: (Portfolio Analysis) to provide technical report indicating the estimated cost for refurbishment and to ensure compliance with building regulations.

3. **Energy Efficiency**

Ensure compliance to:-

- SANS 10400 and SANS 204 regarding energy efficiency

4. **Reporting Framework:**

- Provide the Chief Directorate: KAM HO & Customer Billing Head Office with the following leasing information for billing purposes:-
 - Building Name
 - Cost per m² and monthly rental
 - Total area leased
 - Number of parking bays and cost per parking bay
 - Lease commencement and expiry date
 - Lease period
 - Occupation date
- Ensure that a copy of the signed lease agreement is forwarded to the client for information, record keeping and budgetary purposes.

WESTERN CAPE: HIGHER EDUCATION AND TRAINING : PROCUREMENT OF NEW LEASED ACCOMMODATION: CAPE TOWN

SERIAL NO	DESCRIPTION OF ROOM	PROPOSED PU	NORM PER PU	ASM	REMARKS
	ASSIGNABLE AREA (80%)				
	CAPE TOWN				
1	CHIEF DIRECTOR	1	20,00	20,00	
2	PA	1	12,00	12,00	
3	DIRECTOR	3	16,00	48,00	
4	PA	3	12,00	36,00	
5	CHIEF EDUCATION SPECIALIST	6	16,00	96,00	
6	DEPUTY CHIEF EDUCATION SPECIALIST	4	16,00	64,00	
7	ASSISTANT DIRECTOR	2	12,00	24,00	
8	ADMINISTRATIVE OFFICER	1	8,00	8,00	
9	ADMINISTRATIVE CLERK	1	8,00	8,00	
10	RECEPTIONIST	2	8,00	16,00	
11	PRACTITIONER	15	8,00	120,00	
12	REGISTRY CLERKS	2	8,00	16,00	
13	MESSENGER/DRIVER	4	6,00	24,00	
14	CLEANERS	3	6,00	18,00	
15	MAINTENANCE	3	6,00	18,00	
16	TEA/FOOD	2	6,00	12,00	
	ADDITIONAL NEEDS/REQUIREMENTS				
17	CONFERENCE ROOM	1	55,00	55,00	
18	TEA/KITCHEN	1	20,00	20,00	
19	FILLING /REGISTRY ROOM	1	50,00	50,00	
	TOTAL ASSIGNABLE AREA		ASM	665,00	
	NON-ASSIGNABLE AREA 20%)			166,25	
	CIRCULATION, MAINTENANCE, DUTY, TOILETS AND STRUCTURAL SPACE				
20	STORAGE ROOM	1	50,00	50,00	
21	SERVER ROOM	1	16,00	16,00	
	PARKING				
22	PARKING BAYS	33			
	TOTAL GUIDELINE GROSS AREA			897,25	
	TOTAL LETTABLE AREA FOR LEASE PURPOSES			815,68	
COMPILED BY: <u>S. S. S. S.</u> DATE: <u>13/05/2015</u> CHECKED BY: <u>[Signature]</u> DATE: <u>20/05/2015</u>					
VERIFIED BY: <u>[Signature]</u> DATE: <u>14 May 2015</u> CONFIRMED ACCOMMODATION PARTICULARS AND SPACE NORMS APPLIED DKAM(DCS, F & A): <u>[Signature]</u> DATE: <u>20/05/2015</u>					

Parking	33		
Total		141m ²	715-ASM

WESTERN CAPE PROVINCE

Levels	Number of Officials	Norm Per m ²	ASM	
Chief Director	1	20m ²	20m ²	14
PA	1	12m ²	12m ²	10
Director	3	16m ²	48m ²	13
PA	3	12m ²	36m ²	10
Chief Education Specialist	6	16m ²	96 m ²	12
Deputy Chief Education Specialist	4	16m ²	64m ²	11
Assistant Director	2	12m ²	24m ²	10
Administration Officer	1	8m ²	8m ²	7
Administration Clerk	1	8m ²	8m ²	7
Receptionist	2	8m ²	8m ²	7
Practitioners	15	8m ²	120 m ²	7
Registry Clerks	2	8m ²	16m ²	7
Messenger/Driver	4	6m ²	24m ²	6
Cleaners	3	6m ²	18m ²	6
Maintenance	3	6m ²	18m ²	6
Tea/Food	2	6m ²	12m ²	6
Total	49	176m ²	524-ASM	Handwritten

ADDITIONAL NEEDS/REQUIREMENTS

Conference Room	1	55m ²	55m ²	10
Storage Room	1	50m ²	50m ²	13
Tea/Kitchen Room	1	20m ²	20m ²	10
Server Room	1	16m ²	16m ²	12

Filling Room/Registry	1	50m²	50m²	11
Parking	33			10
Total		141m²	715-ASM	7

EASTERN CAPE PROVINCE

Levels	Number of Officials	Norm per m²	ASM	
Chief Director	1	20m²	20m²	14
PA	1	12m²	12m²	10
Director	1	16m²	16m²	13
PA	1	12m²	12m²	10
Deputy Chief Education Specialist	4	16m²	64m²	12
Senior Education Specialist	3	12m²	36m²	11
Assistant Director	1	12m²	12m²	10
Administration Clerk	3	8m²	24m²	7
Receptionist	2	8m²	16m²	7
Practitioners	4	8m²	32m²	7
Registry Clerks	2	8m²	16m²	7
Messenger/Driver	4	6m²	24m²	6
Cleaning Officials	3	6m²	18m²	6
Tea/Food Aid	2	6m²	12m²	6
Maintenance Officials	3	6m²	18m²	6
Total	31	164m²	324-ASM	

ADDITIONAL NEEDS/REQUIREMENTS

Server Room	1	16m²	16m²	14
Conference Room	1	55m²	55m²	10



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

USER SPECIFIED ACCOMMODATION SCHEDULE (To be completed and attached by the User Department to leased accommodation requests)		
1.	USER DEPARTMENT:	DEPARTMENT OF HIGHER EDUCATION AND TRAINING
2.	ACCOMMODATION REQUIREMENT:	Mark with X if applicable
2.1.	New	Establishment of Regional Offices in the Provinces
2.2.	Additional	
2.3.	Alternative	
2.4.	Renewal	
2.5.	Renewal and additional	
2.6.	Alterations to existing accommodation	
Specify: Establishment of Regional Offices		
3.	ESTIMATED TIMEFRAMES	
3.1.	Recommended Lease Period:	5 years starting from the date of agreement
3.2.	Proposed Occupation Date:	As soon as acquiring/establishment is complete
4.	ACCOMMODATION TYPE:	Mark with X where applicable
4.1.	Office	x
4.2.	Parking (open, under-cover, lockable, secured)	X based on the specification requirement.
4.3.	Functional	
4.4.	Residential	
4.5.	Storage	
4.6.	Other	
Specify:		
5.	PREFERRED LOCATION: (TOWN/SUBURB)	Nelspruit, East London, Cape Town, PMB, Kimberley, Pretoria, Rustenburg, Polokwane, Bloemfontein.
5.1	LOCALITY	Mark with X where applicable
5.1.1.	Central	Offices could be centrally located to allow excess to the

USER SPECIFIED ACCOMMODATION SCHEDULE		
(To be completed and attached by the User Department to leased accommodation requests)		
6.	BUILDING SPECIFICATIONS:	Mark with X where applicable
6.1.	Cellular building (stand alone)	X
6.2.	Multi-tenanted	
6.3.	Ground floor	
6.4.	Other	
7.	USER SPECIFIED REQUIREMENTS: * Specifications to be attached (where available)	
7.1.	SECURITY MEASURES	
7.1.1.	Basic (specify)	X
7.1.2.	Advanced (specify) (Client to fund)	
7.1.3.	Specialised (specify) (Client to fund)	
7.2.	ELECTRICAL & MECHANICAL (SPECIFY)	
7.2.1.	Energy efficiency	X
7.2.2.	Generators	X
7.2.3.	Other	
7.3.	ACCESSIBILITY: (SPECIFY)	
7.3.1.	Proximity to specific service providers(specify)	
7.3.2.	Near to public transport nodes (specify)	Offices could be near transport road to allow easy and reach excess to the public as well as student who would prefer to advance their skills through the FETC.
7.3.3.	Facilities for people with disabilities (specify) (Pre-requisite responsive bid criteria)	Entrance, toilets and offices should be accessible for people with disability.
7.4.	Corporate Image/Internal finishings (specify)	X
8.	Additional comments:	The Department of Higher Education would like to request that priority be given to State Owned accommodation.

POWER EXTENSION BOXES

Item 01: Alpha horizontal power dock unit

- 2 x End caps
- 1 x On Off Switch
- 1 x SA Standard 3 pin socket
- 1 x SA dedicated 3 pin socket
- 1 x 2 Pin German socket
- 2 x Voice & data – bezels only
- **Operating voltage:** 110V to 250 VAC @ 50/60Hz
- **Input cable type:** 16A or 20A
- (Bezel connections to be installed by others)

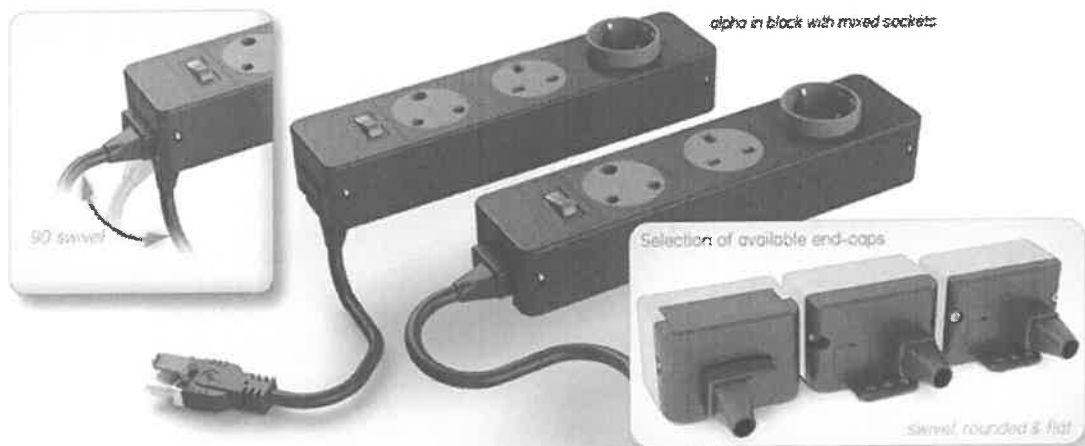
Item 02: Input power cables

- 3m / 5m
- 1 x Clean & 1 x Dedicated

Item 03: Interconnecting power cables

- 2m
- 1 x Clean & 1 x Dedicated

Note: All workstations to receive a power dock unit. (Supply and Install)





SPECIAL CONDITIONS OF BID

1. DOCUMENTS TO BE SUBMITTED

The following documents should accompany the tender documentation.

- 1.1 Copy of the founding statement (CK1), if the firm is a Close Corporation.
- 1.2 Articles of Agreement, (CM1) and shareholding certificates endorsed by an auditor if the firm is a Company for the bidding entity. If the property offered is held by the holding company which is not the tendering entity, the shareholding certificates of that holding entity must be submitted as well.
- 1.3 Articles of Association and shareholding certificate, endorsed by an auditor, if the firm as a private company (Pty) Ltd. If the property offered is held by the holding company which is not the tendering entity, the shareholding certificates of that holding entity must be submitted as well.
- 1.4 In the event of the bidder being a public company, a letter from their auditor, certifying their status as a public company and attached thereto, a copy of the bidder's Articles of Agreement.

2. BID EVALUATION

The Department and the end user Department will physically verify the property.

2.1 **For locality**; The bidder must attach a locality map depicting location of the following:

- 2.1.1 Location of the building of land offered must be in Cape Town.
- 2.1.2 The distance from the said point of reference must be within 2km radius from the Cape Town CBD area, public transport and main road.

2.2 **For suitability**; the bidder must provide proof of the space required;

The space required is 969,28m² and 33 safe and secured parking bays for safe and secure Stand-alone building or Multi-tenanted building.

- 2.2.1 If the parking provided is an off-site parking it should not be more than 100m to 200m from the building.
- 2.2.2 The building **MUST** be available for occupation by the Department by no later than **four (04) months** after the award of tender and approved space planning . In the case of a vacant site, the building **MUST** be available for occupation by the Department by no later than **Twelve (12) months** after the award of tender (four

(4) months to obtain the all necessary approvals from the Municipality and twelve (12) months to complete the construction of the building and to obtain Occupational Certificate)

2.2.3 The building must have a generator or alternative power supply with sufficient capacity to keep it fully operational during power outages/load shedding.

2.2.4 The building must have a water tank with a minimum capacity of 10,000 litres to supply water to the building during water scarcity or outages.

2.2.5 The building must be fully accessible to the disabled and the facilities must be provided as required by the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

2.3 **For zoning of the property:** The bidder must provide approved Town Planning Certificate or Zoning Certificate from the Local Municipality confirming zoning for commercial / business / offices.

3. BBBEE CERTIFICATE

Valid SANAS accredited B-BBEE Certificate or valid Sworn Affidavit to be submitted for this bid must be this be in terms of the **Property Sector Code** and **not a Generic Certificate**. Submission of a Generic Certificate will result in the bid not being allocated preference points for specific goals.

4. CLARIFICATION ON PHARAGRAPH 5.1 IN RESPECT OF THE SPECIFIC GOAL , ITEM NO. 2 OF THE PA04 LS (NOTICE AND INVITATION TO BID

According to the specific goal in paragraph 5.1, item No. 2 of the PA04 LS (Notice and invitation to bid), no preference points will be allocated in the event that the EME or QSE or any Entity is not located in the Specific Local Municipality or District Municipality or Metro area or Province area for work to be done or services to be rendered in that area.

5. INSURANCE CLAIMS, ETC.

5.1 The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract. The landlord shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify the Department against all risks or claims which may arise.

6. PRICE ESCALATION

- 6.1 The escalation rate (percentage) must be market related.

7. DURATION OF CONTRACT

- 7.1 The contract duration is for a period of five (05) years.
- 7.2 **The Department reserves the right to consider the renewal of the lease, without going to an open bidding process.**

8. DISPUTES

- 8.1 In the event that disputes cannot be resolved by internal systems, the disputes will be settled by means of an arbitration.

9. COMMUNICATION

- 9.1 The Department of Public Works and Infrastructure will under no circumstances take responsibility if a user department may or might have committed or negotiated with lessors or owners of a building outside its bidding processes.

10. OCCUPATION DATE

- 10.1 The building **MUST** be available for occupation by the Department by no later than **four (04) months** after the award of tender and approved space planning. In the case of a vacant site, the building **MUST** be available for occupation by the Department by no later than **Twelve (12) months** after the award of tender (four (4) months to obtain the all necessary approvals from the Municipality and twelve (12) months to complete the construction of the building and to obtain Occupational Certificate).
- 10.2 Furthermore, a finishing schedule is also required. **(Refer to the DPW-11.1 LS form and the minimum technical requirements)**

11. COMPLIANCE

- 11.1 All required building compliance certificates and maintenance contracts shall be issued to the Department 10 (ten) days before hand-over of the building. Non-compliance will lead to cancellation of the award. Certification must include, not limited to the following:
- Fire, Electrical, Roof, Institute of Plumbing SA, COC, Building Grade Certificate, Area Certificate or floor plans certified by a professional Architect, as well as air quality certificate, Borehole Beetle test.
- 11.2 The accommodation must comply with all existing Legislation and Regulations applicable to the Built Environment.

12. PRICE NEGOTIATION

If the price offered by a bidder scoring the highest points is not market related, the Department may not award the contract to that bidder. However,

- (a) The Department may -
 - (i) negotiate a market-related price with the bidder scoring the highest points or cancel the tender;
 - (ii) if the first highest scoring bidder does not agree to a market-related price, the second highest scoring bidder will be considered or cancel the tender;
 - (iii) if the second highest bidder does not agree to market-related price the tender shall be cancelled.
- (b) If a market-related price is not agreed as envisaged in paragraph (a) (iii), the Department **must** cancel the tender.

13. BUILDING OPERATING COSTS

13.1 The Department will be responsible for the operating costs that relate directly to its own tenancy activities and that, where applicable, are separately metered. The Department is prepared to incur the following operating costs:

- a) Water consumption;
- b) Electricity consumption;
- c) Refuse removal;
- d) Internal security;
- e) Internal cleaning and
- f) Consumable supplies.

13.2 The Department will not be responsible for any other operating costs.

13.3 The Department will not be responsible for the payment of rates and taxes as well as periodic increases thereof.

14. BUILDING MAINTENANCE COSTS

14.1 All maintenance shall be the responsibility of the landlord.

14.2 Other responsibilities between the landlord and the tenant will be stipulated in the lease agreement.

15 PENALTIES

- 15.1 The landlord shall be liable for any damages to the end user's equipment, machineries and vehicles that may occur as a result of poor or lack of maintenance of the building (e.g damages as a result roof leakages).
- 15.2 In light of the above (13.1) the landlord shall be responsible for the replacement cost as a result of the said damages.

**PA-09 (LS): LIST OF RETURNABLE DOCUMENTS**

Property description:	DEPARTMENT OF HIGHER EDUCATION IN CAPE TOWN: OPEN TENDER PROCEDURE TO PROCURE OFFICE ACCOMMODATION FOR A PERIOD OF FIVE (5) YEARS: LETTABLE GUIDELINE: 969,28M2 AND 33 SAFE AND SECURED PARKING BAYS.		
Property Manager:	C. DE KLERK	Bid / Quote no:	CPTL04/26
Receipt Number:			

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	Number of Pages:	Returnable document:
PA-04 (LS): NOTICE AND INVITATION TO BID (Inclusive of Client Needs Assessment)	11 Pages	☐
DPW-16 SITE INSPECTION MEETING CERTIFICATE	2 Pages	☐
PA-10 (LS): IMPORTANT CONDITIONS OF BID	1 Pages	☐
PA-11: BIDDER'S DISCLOSURE	3 Pages	☐
PA-15.1: RESOLUTION OF BOARD OF DIRECTORS	2 Pages	☐
PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES	2 Pages	☐
PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES	3 Pages	☐
PA-16: PREFERENCE CERTIFICATE	10 Pages	☐
STANDARD LEASE AGREEMENT (DRAFT) initial all pages	26 Pages	☐
DPW-08.3(LS): BID OFFER - OFFICE ACCOMMODATION	3 Pages	☐
DPW-11.1 (LS): SPECIFICATION ON MINIMUM REQUIREMENTS	3 Pages	☐
DPW-12(LS): OCCUPATIONAL HEALTH AND SAFETY ACT CERTIFICATE	1 Pages	☐
PA-40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT	4 Pages	☐
TOWN PLANNING CERTIFICATE	Pages	☐
ZONING CERTIFICATE	Pages	☐
LOCALITY MAP e.g GOOGLE PRINTOUT	Pages	☐
FLOOR PLANS/DRAWINGS AS PROOF OF SPACE REQUIRED	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐



Name of Bidder	Signature	Date

PA-10 (LS): IMPORTANT CONDITIONS OF BID

Bid no:	CPTL04/26	Closing date:	28 October 2026
Advertising date:	07 October 2026	Validity period:	84 days

- Bids that are not accompanied by written proof that the bidder is authorised to offer the accommodation for leasing will not be considered.
- The only or lowest offer will not necessarily be accepted.
- The Department of Public Works is the sole adjudicator of the suitability of the accommodation for the purpose for which it is required. The Department's decision in this regard will be final.
- The Department of Public Works will in no way be responsible for or committed to negotiations that a user department may or might have conducted with a lessor or owner of a building.
- It is a requirement that the accommodation offered, including all equipment and installations, must comply with the National Building Regulations and the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended. **A certificate to this effect must be issued.**
- Drawings/ Architect's plans of the accommodation offered must be submitted. **In this regard it is a prerequisite that bidders should do a preliminary planning on the floor plans in accordance with the norm document.**
- Lettable areas have to be determined in accordance with the **SAPOA** method for measuring floor areas in office buildings. The offer may not be considered if a certificate by an architect, certifying the area is not submitted.
- The commencement date from which rental will be payable or the lease shall begin is subject to the approval of the Department of Public Works.
- The lease agreement and payment of rental will commence from the date of occupancy. Rental will be adjusted on a yearly basis thereafter in accordance with an agreed upon escalation rate starting at the beginning of the second year.
- No bids sent by facsimile will be accepted.
- Bidders are welcome to be present at the opening of bids.
- This annexure is part of the bid documentation and must be signed by the bidder and attached.
- The bid forms must not be retyped or redrafted but photocopies may be used. Additional offers may be made but only on photocopies of the original documents or on other forms requisitioned. Additional offers are regarded as separate bids and must be treated as such by the bidder. The inclusion of various offers as part of a single submission in one envelope is not allowed. Additional offers must be submitted under separate cover.
- The successful bidder will be responsible for the cost of alterations necessary to adapt the offered accommodation to the specific needs of the user department in accordance with the norm document and/or specified and minimum requirements.
- Appended herewith is an example of a **(PA-07): Application for Tax Clearance Certificate** of which an original signed and stamped certificate should be obtained from the SA Revenue Services and submitted together with the completed bid document.
- Failure to comply with the above-mentioned conditions may invalidate a bid.

BIDDER'S SIGNATURE:

Name of Bidder	Signature	Capacity	Date

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

(1) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

YES / NO

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name).....
in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

(Project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

- *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

17			
18			
19			
20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)



Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

- * Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____



PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).



PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 Preference Points System to be applied

(tick whichever is applicable).

- ☒ The applicable preference point system for this tender is the **80/20** preference point system.
- ☐ The applicable preference point system for this tender is the **90/10** preference point system.
- ☐ Either the **90/10** or **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	☒ 80/20	☐ 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points



1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

	people with disability (Mandatory)		and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or

			- Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.



NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.

3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
OR			
5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 4: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million)	4	10		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
which is at least 51% owned by black people				
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety
 Close corporation
 Public Company
 Personal Liability Company
 (Pty) Limited
 Non-Profit Company
 State Owned Company
 [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



SPECIAL CONDITIONS OF BID

1. DOCUMENTS TO BE SUBMITTED

The following documents must accompany the tender documentation. FAILURE TO SUBMIT WILL INVALIDATE THE BID.

- 1.1 Certified copy of the founding statement (CK1), if the firm is a Close Corporation.
- 1.2 Articles of Agreement, (CM1) and shareholding certificates endorsed by an auditor if the firm is a Company for the bidding entity. If the property offered is held by the holding company which is not the tendering entity, the shareholding certificates of that holding entity must be submitted as well.
- 1.3 Articles of Association and shareholding certificate, endorsed by an auditor, if the firm as a private company (Pty) Ltd. If the property offered is held by the holding company which is not the tendering entity, the shareholding certificates of that holding entity must be submitted as well.
- 1.4 In the event of the bidder being a public company, a letter from their auditor, certifying their status as a public company and attached thereto, a certified copy of the bidder's Articles of Agreement.
- 1.5 Copy of a joint venture agreement if bidder is a joint venture and / or consortium.
- 1.6 A certified copy of the original building plan approval for the subject property when first developed.
- 1.7 A zoning history printout confirmation from the relevant municipality of the subject property, so as to determine original zoning.
- 1.8 Current zoning of the subject property;
- 1.9 Certificates and ID documents to be submitted must be original certified copies. Copy of a certified copy will not be accepted.

2. MODE OF BID

- 2.1 All forms of this bid shall be duly completed, initialed and signed, including annexures, addendums and specifications all shall be returned with the Bid document as a whole. Bidders are required to return the complete set of documents, failure to do so will lead to disqualification.

3. INSURANCE CLAIMS, ETC.

- 3.1 The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract. The landlord shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.

4. PRICE ESCALATION

- 4.1 Maximum escalation rate (percentage) must not exceed **6%** per annum.

5. DURATION OF CONTRACT

- 5.1 The contract period is for 05 years.
5.2 **The Department reserves the right to consider the renewal of the lease, without going to an open bidding process.**

6. DISPUTES

- 6.1 In the event that disputes cannot be resolved by internal systems, the disputes will be settled by means of an arbitration.

7. COMMUNICATION

- 7.1. The Department of Public Works will under no circumstances take responsibility if a user department may or might have committed or negotiated with lessors or owners of a building outside its bidding processes.

8. OCCUPATION DATE

- 8.1. The building **MUST** be available for occupation by the Department by no later than **four (04) months** after the award of tender and approved space planning. In the case of a vacant site, the building **MUST** be available for occupation by the Department by no later than **Twelve (12) months** after the award of tender and approved space planning.
- 8.2. Furthermore, a finishing schedule is also required. (**Refers to the DPW-11.1 LS form and the minimum technical requirements**)

9. COMPLIANCE

- 9.1. All required building compliance certificates and maintenance contracts shall be issued to the Department 10 (ten) days before hand-over of the building. Non-compliance will lead to cancellation of the award. Certification must include, not limited to the following:
- Fire, Electrical, Roof, Institute of Plumbing SA, COC, Building Grade Certificate, Area Certificate or floor plans certified by a professional Architect, as well as air quality certificate, Borehole Beetle test.
- 9.2. The accommodation must comply with all existing legislation and regulations applicable to the Built environment.

10. PRICE NEGOTIATION

- 10.1. If the price offered by a bidder scoring the highest points is not market related, the Department may not award the contract to that tenderer. However,

- (a) The Department may -
 - (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
 - (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
 - (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender
- (b) If a market-related price is not agreed as envisaged in paragraph (a) (iii), the Department **must** cancel the tender.

11. BUILDING OPERATING COSTS

11.1. The Department will be responsible for the operating costs that relate directly to its own tenancy activities and that, where applicable, are separately metered. The Department is prepared to incur the following operating costs:

- a) Water consumption;
- b) Electricity consumption;
- c) Refuse removal;
- d) Internal security;
- e) Internal cleaning and
- f) Consumable supplies.

11.2. The Department will not be responsible for any other operating costs.

11.3. The Department will not be responsible for the payment of rates and taxes as well as periodic increases thereof.

12. BUILDING MAINTANANCE COSTS

12.1. All maintanance shall be the responsibility of the landlord.

12.2. Other responsibilities between the landlord and the tenant will be stipulated in the lease agreement.

13. TENDERERS MUST NOT USE B-BBEE CERTIFICATES OR SWORN AFFIDAVITS PREPARED ACCORDING TO GENERIC SECTOR CODES, ONLY PROPERTY SECTOR CODES ARE ALLOWED.
14. BIDDERS TO NOTE THAT A GENERAL CODE B-BBEE CERTIFICATE OR SWORN AFFIDAFIT WILL NOT BE ACCEPTED, IT WILL RENDER THE BID NONE RESPONSIVE.

Bid Offer – Office Accommodation: DPW-08.3 (LS)

DPW – 08.3 (LS): BID OFFER – OFFICE ACCOMMODATION

Bid no:	CPTL04/26	Closing date:	28 October 2026
Advertising date:	07 October 2026	Validity period:	84 days

1. ACCOMMODATION PARTICULARS

Name of Company	
Erf no. / Name and address of building	
Title Deed Number of property offered (Provide certified copy of the Title Deed)	
Market value / Municipal valuation of building	m ²
Gross floor area of accommodation	
Date accommodation may be used	
Commencement date of lease	
Lease period	years
Option period	years
Value Added Tax Number	

1.1 OFFER: (COMPULSORY FOR ALL BIDDERS)

	Offices	Stores	Parking
Lettable area	m ²	m ²	
Parking bays			
Rental per month	R	R	R
VAT per month	R	R	R
Total per month	R	R	R

Tariffs	R /m ²	R /m ²	R / bay
VAT	R /m ²	R /m ²	R /bay
Total (1)	R /m ²	R /m ²	R /bay
Escalation rate	%	%	%

Operating Costs (Provide details on what costs entail)	R /m ²	/m ²	
VAT	R /m ²	/m ²	
Total (2)	R /m ²	/m ²	
Escalation rate	%	%	
Total (1+2)	R /m ²	/m ²	R / bay

Bid Offer – Office Accommodation: DPW-08.3 (LS)

Total price per month (VAT incl.)			
Minimum of R500/m ² (VAT excl.) for Tenant Installation (T.I.) excluding electrical/ mechanical/ structural items, which are Landlord's responsibility as well as providing certificates of compliance.	R	/m ²	R /m ² /bay
Leases with a period of 5 years or more , Tenant Installation allowance will equate to one month's rental per year of the lease duration, i.e. Year 1, Year 2, Year 3, etc.	R		

2 RESPONSIBILITIES

Note: the state is not prepared to accept responsibility for services or costs involved within grey coloured columns. (Indicate where applicable)

Note: the price stated in words will take precedence over the price in figures where figures are not clear

Note: the total bid price should include the costs (offices, parking, stores, operating costs and escalation)

Note: the award of the tender may be subjected to further price negotiation with the preferred tenderer(s).

The negotiated and agreed price will be considered for acceptance as a firm and final offer.

2.1 Services	State	Lessor	Estimated cost per month
2.1.1. Water consumption			
2.1.2. Electricity consumption			
2.1.3. Sanitary services			
2.1.4. Refuse removal			
2.1.5. Domestic cleaning service			
2.1.6. Consumable Supplies			

2.2 Maintenance	State	Lessor	Estimated cost per month
2.2.1. Internal maintenance			
2.2.2. External			
2.2.3. Garden (If applicable)			
2.2.4. Air conditioning			
2.2.5. Lifts			
2.2.6. Floor covering: normal wear			

2.3 Rates and Insurance	State	Lessor	Estimated cost per month
2.3.1. Municipal rates & Increases			
2.3.2. Insurance & Increases			

Bid Offer – Office Accommodation: DPW-08.3 (LS)

2.3.3. ASRIA insurance + Increase			
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2.4 Other Responsibilities	State	Lessor	Estimated cost per month
2.4.1 Contract costs			
2.4.2 Stamp duty			
2.4.3 Firefighting equipment			
2.4.4 Cost of alterations			

Note: the state is not prepared to accept responsibility for services or costs involved within grey coloured columns. (Indicate where applicable)

Note: the price stated in words will take precedence over the price in figures where figures are not clear

Note: the total bid price should include the costs (offices, parking, stores, operating costs and escalation)

Note: the award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as a firm and final offer.

3. NATIONAL BUILDING REGULATIONS:

Electricity Compliance Certificate	Yes ☐	No ☐
Fire Regulation	Yes ☐	No ☐
Accessibility Regulation	Yes ☐	No ☐
Health and Safety Regulation	Yes ☐	No ☐

4. PARTICULARS FOR PAYMENT OF RENTAL:

Person/Organisation to whom cheque must be issued	
Postal address	
Telephone no.	
Cell. No.	
e-mail address	

5. INCOME TAX REFERENCE NUMBER:

INCOME TAX REFERENCE NUMBER (in terms of Section 69 of the Income Tax Act, 1962 (Act 58 of 1962) as amended)	
--	--

Signature of Owner / Duly Authorised Representative	Date

Note: the state is not prepared to accept responsibility for services or costs involved within grey coloured columns. (Indicate where applicable)

Note: the price stated in words will take precedence over the price in figures where figures are not clear

Note: the total bid price should include the costs (offices, parking, stores, operating costs and escalation)

Note: the award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as a firm and final offer.

DPW-11.1 (LS): SPECIFICATION ON MINIMUM REQUIREMENTS – OFFICE ACCOMMODATION

SPECIFICATION FOR MINIMUM REQUIREMENTS AND FINISHES TO WHICH THE BUILDING MUST COMPLY

1. GENERAL:

- (a) This specification forms part of the written offer of the bidder and must be initialled and submitted with all other documents.
- (b) Any requirements laid down in this specification shall be considered as supplementary to those set out in the written offer of the bidder and on the drawings. The fact that the Department checked the documentation and its acceptance thereof does not exempt the bidder from his responsibilities with regard to the fulfilment of the requirements of this specification.

2. CONSTRUCTION AND APPEARANCE OF BUILDING:

The design, construction and appearance of the building, including the internal and external finishes shall be of a standard acceptable to the Department of Public Works. The building must comply with the National Building Regulations as proclaimed by the National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as well as the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended. The building shall be fully accessible to the disabled and the facilities must be provided as required by the Occupational Health and Safety Act, 1993 (Act 85 of 1993). A certificate to this effect must be submitted.

3. SECURITY:

The following security measures shall be complied with:

- (a) All entrances to the building, which shall be limited to the minimum, must afford entry through one or more access control points.
- (b) External walls of all floors, up to at least 1 metre above floor level, shall be of a heavyweight structure such as 220mm thick brick or 190mm thick concrete.

4. RECORD ROOMS:

- (a) Record rooms shall be rooms with category 1 record room doors which can be opened from both sides and which comply with SABS Specification 949. Record room walls shall be of masonry of not less than 220mm thick or of concrete of not less than 150mm thick or of such structure approved by the Department of Public Works.
- (b) Record rooms may have no external windows and all ventilation openings in the walls shall be fitted with fire dampers approved by the Fire Prevention Officer of the Department of Public Works.
- (c) All keys shall be handed over to the Department of Public Works.

5. ROOM AREAS AND PARTITIONS:

Partition walls shall be used to divide the total floor area of the building into office and other areas required. The walls shall have a noise reduction factor of not less than 45 dB within a range of 100 to 1000 hertz. The factor has a bearing on complete wall sections including glass and doors if any.

6. PASSAGE WIDTH:

As a general standard an average passage width with a minimum of 1.5m over short distances shall be provided. Where certain functions within the building necessitate wider passages those specific areas will be identified and the passage width specified as part of the accommodation particulars.

7. FLOOR TO CEILING HEIGHTS:

A clear floor to ceiling height of as close as possible to 2.7m throughout shall be maintained in all general areas of the building. Where a certain function inside a building necessitates a higher floor to ceiling height, the specific areas will be identified and the height specified as part of the accommodation particulars. Conduits, water pipes, air ducts and other services shall not be visible underneath the ceiling in offices and public areas.

8. DOORS, LOCKS AND KEYS:



All offices shall be provided with a door of at least 900mm and each fitted with a good quality five pin cylinder lock with two keys fitting one lock only and which shall be handed over to the Departmental Representative upon occupation of the building. Two master keys, which can unlock the locks of all offices, shall also be provided.

9. FLOOR COVERING:

Floor covering must be of an acceptable standard and quality to last for at least 10 years.

10. POWER POINTS:

- (a) Offices and other rooms where electrical appliances can be used shall be provided with 15 A socket outlets. In offices two socket outlets shall be provided for every 12m² or part thereof. The Department of Public Works shall indicate any additional socket outlets, which are required, in the accommodation particulars for individual services. The wiring and securing of electrical circuits shall be such that an electrical heater as well as computer equipment can be run from the socket outlets in each office.
- (b) Electrical circuits for socket outlets shall be secured by means of single phase earth leakage relays having a sensitivity of 25 mA.

11. LIGHTING:

- (a) Each office shall be provided with its own light switch in a suitable position near the door. Lighting conforming to the following standard must be provided:

• Reception areas	100 lux
• General offices	300 lux
• Drawing office	500 lux
• Passages	50 lux
• Auditoriums	100 lux
• Conference rooms	100 lux
• Classrooms	200 lux
• Libraries	300 – 400 lux
• Store rooms	200 lux
• Parking	50 lux

- (b) The lighting levels all measured at working plane.

12. TELEPHONES:

- (a) Each office, conference room and security control area shall be fitted with a telephone jack in accordance with the requirements of Telkom.
- (b) The user department itself will negotiate with Telkom as to the number of telephone lines that are to serve the building, but the owner of the building shall make provision for conduits, draw wires and telephone jacks.

13. TRUNKING:

The trunking servicing the building must conform to latest technological standards.

14. FACILITIES FOR CLEANERS

On every floor of a multi-storey building or for every 1 350m² gross floor area a cleaner's room of not less than 6m² shall be provided as a storeroom for cleaning equipment and material. It shall be provided with a drip sink, 4m long shelves and sufficient cross ventilation, preferably by means of an outside window and shall comply with the requirements of the Hazardous Chemicals Act regarding storage of chemicals.

15. TOILET FACILITIES:

The following norms shall be applied:

15.1. Males – staff and public

One WC for every 15 persons to a total of 60 and thereafter one for every 20 additional persons or part thereof. One urinal for every 15 persons to a total of 30 and thereafter 1 for every 30 additional persons or part thereof. One wash hand basin for every two WC's.

15.2. Females – staff and public

One WC (Water Closet) for every 10 persons to a total of 60 and thereafter one for every 20 additional persons or part thereof. One wash hand basin for every two WC's.

15.3. Physically challenged persons

Toilet facilities for physically challenged persons have to be provided according to norms and standards.

16. MATERIAL AND FINISHES:

(a) All walls and ceilings, whether painted or finished otherwise, shall be of a neutral colour.

(b) Walls of tea kitchens, stairs, entrance halls and toilets shall be washable and hardwearing and acceptable to the Department of Public Works.

17. INSPECTION:

The Department of Public Works considers it a condition of contract that in consultation with the lessor and with reasonable frequency during the process of refurbishment its inspector shall be given access to the building that he wishes to see. The inspector's approval of any part of the building does not exempt the owner from complying with any of these minimum standard requirements. A deviation from the minimum requirements may only be allowed with written permission from the Department of Public Works.

DPW-12 (LS): COMPLIANCE WITH ALL THE ACTS, REGULATIONS AND BY- LAWS GOVERNING THE BUILT ENVIRONMENT CERTIFICATE

Bid no:	CPTL04/26	Closing date:	28 October 2026
Advertising date:	07 October 2026	Validity period:	84 days

COMPLIANCE WITH ALL THE ACTS, REGULATIONS AND BY- LAWS GOVERNING THE BUILT ENVIRONMENT

I, _____ duly authorised to represent
 _____ (the bidders name) acknowledge that I as
 _____ shall ensure that _____ (description of
 the property in question) complies in every respect with the requirements of the following Acts, Regulations
 and By - Laws:

- (i) Occupational Health and Safety Act, 1993. (Act 85 of 1993)
- (ii) The National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977)
- (iii) The Municipal by-laws and any special requirements of the local supply authority.
- (iv) The local fire regulations, to guarantee/ensure the health and safety of all State employees occupying this/these premises and the public visiting the premises for business or other purposes.

I furthermore agree to advise the Department of Public Works immediately in writing of any reason I am unable to perform in terms of this agreement and to apply the necessary corrective measures.

Name owner / authorised representative	Signature	Date

1. WITNESS:

Name of witness	Signature	Date

2. WITNESS:

Name of witness	Signature	Date

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	DEPARTMENT OF HIGHER EDUCATION IN CAPE TOWN: OPEN TENDER PROCEDURE TO PROCURE OFFICE ACCOMMODATION FOR A PERIOD OF FIVE (5) YEARS: LETTABLE GUIDELINE: 969,28M2 AND 33 SAFE AND SECURED PARKING BAYS		
Bid no:	CPTL04/26	Reference no:	

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] 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:
 - a. 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.
 - b. 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 form (PA-29) 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 (PA-29) 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:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No

89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public

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.

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.

Name of Bidder	Signature	Date	Position

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer

☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
11.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
12.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date



TERMS OF REFERENCE/ SPECIFICATIONS

PROJECT DESCRIPTION: LEASING OF OFFICE ACCOMMODATION

1. INTRODUCTION

- 1.1 The Department is responsible for procuring all leased office accommodation on behalf of National Department/s. In securing leased office accommodation, the primary objective of the Department, inter-alia, is to provide functional and best fit for use, type and location of office accommodation at optimal value to the Government.
- 1.2 Departments) that will conduct administrative business operations within the building. The Department intends accommodating user clients (other National
- 1.3 All bidders **MUST** respond to and comply with the following technical specifications and requirements that will be utilised by the Department to evaluate whether or not the building being offered by the bidder meets the minimum technical requirements of the Department.
- 1.4 It is required that the bidders **MUST** have a comment whether the building does meet the requirements on the table below. If it does not meet the requirements, the bidder **MUST** indicate how long it will take to meet the requirements in case of award. The period cannot be longer than the four months (04) allowed for tenant installations.

2. MINIMUM TECHNICAL AND FUNCTIONAL REQUIREMENTS

2.1 General Accommodation

	REQUIRED	BIDDER'S COMMENTS
2.1	The accommodation must allow for the corporate image of the user Department to be enhanced and clearly visible from the street front.	
2.2	The electrical supply to the office accommodation must cater for both normal and clean (dedicated) power. Provision must be made for one (1) normal and one (1) clean plug point for every 6 m ² of useable office accommodation, an additional two (2) plug points per 150 m ² of Useable office accommodation to be allowed for to cater for fax, copiers etc. In addition, normal plugs to be provided in passages in order	

Annexure “B”

	REQUIRED	BIDDER'S COMMENTS
	to accommodate cleaning machinery. (provision of interconnection power extension boxes with leads see “ANNEXURE C”) In the kitchenette sufficient provision for plug points to be made for all electrical equipment. (minimum of 4 plugs and in the case of a kitchenette on each floor the same will be applicable). The kitchen must have hot and cold water.	
2.3	The accommodation must provide for adequate access for persons with physical disabilities etc. including toilet facilities both for the office environment as well as public interface area. Public toilets will remain part of useable area. Provision of a safe and secure wheelchair ramp and railings. Assisted ablution facility/facilities and with the requisite door handles (bar). Safe and secure handrails inside to be aligned to SAN 10 400.	
2.4	The office accommodation must cater for a combination of general open plan environment (for staff workstations, filing cabinets and a number of high-density filing cabinets) and enclosed offices for identified persons. Detailed information in terms of space norms and standards will be provided once tender is awarded.	
2.5	The landlord will be required to provide 50mm “plaswood” blinds and frosted vinyl (minimum, to door height.) on internal glass panels. See note 3 below for examples. An existing structure having ceiling board partitioning will be considered however should the offered building need to be constructed or additions made to an existing structure aluminium partitioning will be required in the corridors	
2.6	Fire protection equipment to be installed to comply with SANS 10400-T. Full Fire maintenance plan to be provided.	
2.7	All offices shall be provided with a semi solid hollow core door of at least	

Annexure “B”

	REQUIRED	BIDDER'S COMMENTS
	813mmx2032 and each fitted with a good quality three pin cylinder lock with three keys fitting one lock only and which shall be handed over to the Departmental Representative at time of handing over of the building. The handles to be secured by means of male and female screws to ensure that the handles remain secured on the door leaf.	
2.8	Provision is to be made for at least (1) small kitchenette per 30 staff members, in which a sink as well as “hot and cold” water is available. Sink to be housed in an appropriate floor mounted cabinet complete with matching wall mounted cabinet's above. Cabinet – tops to be fitted with no less than a granite post formed top. Provision is to be made to house a microwave, floor standing fridge and a kettle.	
2.9	Floor covering must be of an acceptable standard and quality to last for at least ten years. Foyers, passages, kitchens bathrooms to be tiled either in a ceramic or porcelain tiles. Office to be carpeted with carpet tiles. No unfinished cement screed shall be permitted.	
2.10	The Department prefers a single tenant occupancy scenario and sharing the building with other tenants is not permitted unless there is a separate secure entrance.	

Note 1:

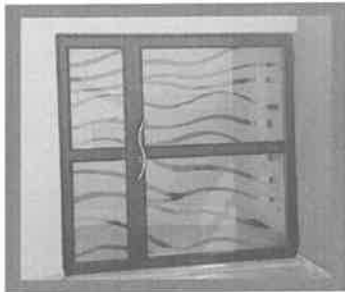
- a) The Department will pay only for a maximum usable space.
- b) In order to simplify the calculation of spatial requirements the “**Useable Area**” of the Building is to be used (as calculated by using the **SAPOA** method of measuring). This has no influence on the income generating value of the rentable space. The value of the common area is to be **added** to the rate per m² of the useable area.
- c) The reasoning is that all buildings have different R/U Ratio (Rentable area divided by Useable area) due to design criteria which could differ by up to 30%.
- d) For the purpose of ensuring that the actual **USEABLE** area is provided, it is essential that when calculating the **COMMON** area, both **Primary and Secondary Common** areas are to be factored in. Therefore, the Secondary common area shall remain part of the Common

Annexure “B”

area and **NOT** be included in the USEABLE area as is defined in clause 1.2.4 of the SAPOA method of measuring.

Note 2:

Examples of Frosted Vinyl



2.2 Lifts

	REQUIRED	BIDDER'S COMMENTS
1.	Adequate lifts must be available for staff to access the office work area from the ground floor of any building that has more than one (1) floor. (Lifts must be disabled friendly.)	
2.	Proof of a lift maintenance contract must be provided at site hand over. The maintenance contract must be in place for the duration of the contract.	

2.3 Air-conditioning

	REQUIRED	BIDDER'S COMMENTS
1.	The building must be fitted with a suitable and effective air-conditioning system, catering for the respective work areas (floors) as zones which operate independently. Fresh air to be supplied in office areas that have no direct access to opening windows	
2.	The bidder must indicate the type of air-conditioning system to be fitted/ fitted in the building. DPW will approve the type of air-conditioning that complies <i>Air-conditioning</i> <i>type</i>	

3.	The landlord shall be responsible for the maintenance and repairs in respect of the air-conditioning system during the period of lease.	
4.	The landlord will conclude a contract with an independent air-conditioning contractor in terms of which: - Complaints in respect of the reported air-conditioning problems need to be logged and responded to within a period of (2-4) hours of being reported. - Complaints reported in respect of air-conditioning problems need to be resolved with (24) hours after the initial report.	
5.	An air-conditioning maintenance contract must be provided at the time of site handover. The maintenance contract must be in place for the duration of the contract.	

2.4 Emergency Power Supply

	REQUIRED	BIDDER'S COMMENTS
1.	The building must have an emergency power supply unit subject to the size of the building to ensure essential areas, emergency lifts, emergency lighting, computer server room, computer workstations etc., are functioning in the event of a power failure, load shedding, at occupation.	
2.	Bidders must indicate the make and electrical capacity of the emergency power supply unit installed in the building and also provide a list of the standard equipment that it is currently connected to. Make..... Capacity.....	
3.	An indication of how long (duration) the emergency power supply unit can provide emergency power to the standard equipment currently connected. Duration	

2.5 Emergency Water Supply

	REQUIRED	BIDDER'S COMMENTS
1.	The landlord must provide at least a minimum of two (2) water tank (2*5000 litres Jojo tank with a pressure pump) as a water backup supply during office hours. In case of a double storey building, the tank must be elevated to assist the pressure of water supply to all floors.	

Annexure “B”

2.	Should water shading be implemented by local authorities, the water supply mentioned above should be sufficient to cover a period of two days and more. A regular maintenance of all water related equipment is compulsory.	

2.6 IT Server Room

	REQUIRED	BIDDER'S COMMENTS
1.	The landlord will be required to provide a 12m ² server room to be constructed out of brick and mortar (230mm thick). The server room is to be fitted with two compartment (UPVC) power skirting and CAT6 data cabling in terms of the SITA minimum requirements for server rooms for Government/ Parastatal institutions. The server room is to be secured by means of a biometric/ keypad access control system. Fire Suppression systems panel alerting system with a 3 year maintenance plan performed half yearly .Raised flooring to prevent damage to equipment in the event of flooding. 1.2m wide Fireproof door with a one and half hour fire rating..	
2.	The server room must be equipped with 2 by 9000 BTU independent air-conditioning unit to cater for the computer equipment. The server room be equipped with an earth bar in accordance with Telkom Standards. (One unit to serve as a backup unit)	
3.	The landlord will be required to provide power skirting and ICT (CAT6) cabling in accordance to the latest technical specifications (KRONE Standards) to all workstations, pause rooms – two (2) data points each, Boardrooms-ten (10) data points in each, and five (5) for open plan printing stations, Fly leads to be provided as per approved layouts, 8x Aruba 515 AIP access points with relevant licenses (Aruba airwave) configured and linked to existing Airwave server to be provided to ensure coverage for the entire premises. The Landlord will be required to connect and patch cables, including fibre connectivity, into the cabinets (supplied and installed by the Landlord with 32 AMP connectors feeding to the UPS). UPS to be resistant to surges during load shedding.	

2.7 Security Requirements

	REQUIRED	BIDDER'S COMMENTS
1.	The landlord will be required to provide full height turnstiles to be installed complete with a biometric and card reader system (hardware and software to be included), CCTV cameras to be installed at all entrances and linked to the system.	

Annexure "B"

	REQUIRED	BIDDER'S COMMENTS
2.	The landlord will be required to provide a boom gate and guardroom in the parking area.	
3.	The landlord will be required to provide burglar bars for all windows at least at ground floor level.	

Acknowledgement of Departmental Specification

Signed _____ Date _____

Name _____ Position _____



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

STANDARD LEASE AGREEMENT FOR OFFICE AND FUNCTIONAL ACCOMMODATION

BUILDING NAME AND ADDRESS:

CLIENT NAME:

PROPERTY CODE:

FILE NO:



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

STANDARD LEASE AGREEMENT FOR OFFICE AND FUNCTIONAL ACCOMMODATION



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1 PARTIES

The parties to this agreement are:

the party identified in item 1.1 of Schedule A (hereinafter referred to as the "lessor");

and

the Government of the Republic of South Africa, herein represented by the Director-General of the Department of Public Works or his/ her duly authorised delegate, (hereinafter referred to as the "lessee").

2 DEFINITIONS AND INTERPRETATION

2.1 In this agreement, unless the context indicates otherwise, the following words have the meaning assigned to them hereunder:

"adjustment date" – means the date referred to in item 8 on Schedule A on which date the escalated rate comes into effect;

"the/this agreement" – means the agreement set out in this document together with Schedule A, Schedule B, Schedule C, Schedule D thereto and any other schedules annexed thereto;

"building" – means the entire structure known by the name as set out in item 2.2 of Schedule A and situated on the property set out in item 2.4 of Schedule A;

"calendar day" – means the period from midnight to midnight, inclusive of weekends and public holidays;

"commencement date" – means the date on which this lease commences, which date may not be earlier than the date of occupation OR a month after the lessor has completed the agreed Tenant installations. Such date will be stipulated in item 7 on Schedule A;

"commencement rental" – means the rental payable at the commencement of the lease as is stipulated in Schedule B;

"day" – means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;



"escalation rate" – means the percentage mentioned in item 9 on Schedule A, which adjusts the rental on every adjustment date;

"initial lease period" – means the initial period of the lease, as set out in item 3 of Schedule A;

"lessee" – means the Government of the Republic of South Africa, (herein represented by the Director-General of the Department of Public Works or his duly authorised delegate) its successor-in-title and/or its duly authorised employees, agents, intermediaries, representatives and if and to the extent applicable, shall extend to the invitees;

"lessor" – means the party identified in item 1.1 of Schedule A (herein represented by the person identified in item 1.1.4 of Schedule A who by his/her signature hereto warrants that she/he is authorised to sign this agreement on behalf of the lessor), its successor-in-title and/or its duly authorised employees, agents, intermediaries and/or representatives;

"occupant" – the body defined in item 1.2 of Schedule A, being the body which will physically occupy the premises for the duration of the agreement of the lease;

"party / parties" – means the lessee, and the lessor or any of them as determined by the context;

"premises" – means the building and/or the structure and/or the land, or portions thereof, as set out in item 2.1 of Schedule A and a plan of which is attached as Schedule D, which forms the subject of this agreement;

"secondary lease period" – means the period mentioned in item 4 of Schedule A, for which this agreement may be extended by the lessor or the lessee from the date on which the initial lease period expires;

"signature date" – means the date of signature of this agreement by the party which signs last in time;



"termination date" – means the date stipulated in item 10 of Schedule A on which the lease terminate, unless extended for the secondary lease period, as more fully detailed in clause 4 hereof;

"VAT" – means Value-Added Tax in terms of the VAT Act; and

"VAT Act" – means the Value-Added Tax Act (No. 89 of 1991), together with all amendments thereto and all regulations published thereunder from time to time;

- 2.2 The clause headings of this agreement have been inserted for reference purposes only and shall not be taken into account in its interpretation. Unless the context indicates otherwise, words importing the singular shall include the plural, words importing persons shall include natural persons and legal persons and the state and *vice versa*;
- 2.3 If a provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive provision in the body of the agreement, notwithstanding that it is in the definitions clause.
- 2.4 Any reference to an enactment, regulation, rule or by-law is to that enactment, regulation, rule or by-law as at the signature date, and as amended or replaced from time to time.
- 2.5 Where any number of days is prescribed, such number shall exclude the first and include the last day, unless the last day falls on a Saturday, Sunday or public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.6 The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording succeeding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s.
- 2.7 The expiration or termination of this agreement shall not affect those provisions of this agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or



termination, notwithstanding the fact that the clauses themselves do not expressly provide this.

- 2.8 In its interpretation, the *contra proferentem* rule of construction shall not apply (this agreement being the product of negotiations between the parties) nor shall this agreement be construed in favour of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this agreement.

3 THE LEASE

The lessor hereby leases the premises to the lessee who hires the premises on the terms and conditions set out in this agreement, for occupation by the occupant, it being specifically recorded and notwithstanding anything to the contrary contained in this agreement, that the only persons who are mandated to negotiate, enter into, amend or otherwise agree the terms and conditions of this agreement are lessor and lessee provided that any terms and conditions which are specifically exercisable by the occupant in terms of this agreement, shall be so exercisable despite this clause 3.;

4 DURATION AND RENEWAL

- 4.1 This agreement shall commence on the commencement date and shall endure for the period as specified in item 3 of Schedule A as the initial lease period.
- 4.2 Upon the expiry of the initial lease period, the lessee shall have the option of renewing this agreement. The parties will agree on a market related rental for the premises however the annual escalation rate applicable during the secondary lease period shall be limited to headline inflation or the escalation rate applicable during the initial lease period, whichever is the greater;
- 4.3 All extensions to the lease period in this agreement, and any changes to the terms and conditions of lease during such extended period, shall be concluded in writing and signed by the parties prior to the termination date or expiry of any extended period, as the case may be.



5 THE RENTAL

- 5.1 During the initial lease period, with effect from the commencement date, the monthly rental payable by the lessee to the lessor shall be as specified in Schedule B.
- 5.2 The lease commences with the commencement rental where after the rental shall escalate each year, on each adjustment date, in accordance with the compounded escalation rate as set out in item 9 on Schedule A.
- 5.3 The lessor warrants that the space and parking leased is/are as indicated in the Schedule B. Should it be discovered that the space or parking provided is/are lesser, any amount paid for the non-existent space and/or parking will be recovered as per clause 10.
- 5.4 For leases longer than five (5) years, the rate or tariff agreed between the parties shall be subject to review after the expiry of the fifth year (i.e. de-escalation). The object of the review will be to bring the rates in line with the market, should the parties not agree on the review rate or tariff (as provided in Schedule B), the matter will be resolved as per the Dispute resolution clause beneath.
- 5.5 The rental shall be paid by the lessee to the lessor, monthly in advance on or before the 7th (seventh) day of each and every month.
- 5.6 All payments made by the lessee to the lessor in terms of this agreement, shall be effected by electronic payment directly into the lessor's nominated bank account.
- 5.7 The parties agree that all rentals payable in terms of this agreement shall include VAT where such tax is payable. The lessor shall specify such tax for record and tax purposes separately from the basic rental.
- 5.8 The lessee undertakes to pay all VAT, at the standard rate applicable from time to time, leviable on any amounts payable by the lessee in terms of this agreement.
- 5.9 The lessor shall be liable to pay all rates, taxes, other regulatory amounts and levies in respect of the premises to the relevant authority as well as any expenses and increases.



6 USE OF THE PREMISES

- 6.1 The lessee records that she/he will use the premises for the purpose specified in item 5 of Schedule A and for any legitimate Government purpose. Where the lessee uses the premises for a purpose other than its intended purpose, the onus shall rest on the lessee to obtain and maintain all necessary permits and/or consents for the use of the premises for that purpose.
- 6.2 The lessor hereby warrants and undertakes that the premises are fit for use for the purpose set out in item 5 of Schedule A.
- 6.3 The lessor shall be obliged to obtain such consents and authorisations (excluding trade and other licences) as may be required by competent authorities or title conditions to enable the lessee to use the premises for the purpose referred to in 6.1.

7 OCCUPATION OF THE PREMISES

The lessor warrants the lessee's right to free and undisturbed possession of the premises from the commencement date until termination of this agreement, subject thereto that any delay in taking possession due to avoidable actions or omissions of the lessee, shall not be regarded as a delay on the part of the lessor. The date of occupation shall be the date on which the lessee occupies the premises, which shall also be the date of commencement of the lease

8 CONDITION OF THE PREMISES AT THE COMMENCEMENT DATE AND AT THE TERMINATION DATE

- 8.1 Schedule C contains details of the installations required by the lessee, the party responsible for effecting those installations and the party who bears the costs in respect thereof. Schedule C also contains the obligations, if any, of the lessee in regard to the removal thereof on termination of this agreement. To the extent that any party does not make the installations listed opposite its name in Schedule C, either of the other parties may have such installations made at the reasonable cost thereof and the party which was responsible for such installation shall become liable for such reasonable amount;



8.2 In compliance with the National Building Regulations and Building Standards Act (Act 103 of 1977) as amended, and the Occupational Health and Safety Act (Act 85 of 1993) as amended, and /or any other applicable legislation, the Landlord shall provide the Lessee with the following Certificates of Compliance, where applicable, in respect of the following equipment, prior to occupation of the premises. The lessee shall in writing accept that the lessor has complied with terms of the agreement and that the building is ready and available and ready for use.

Lifts

Electrical Certificate

Firefighting equipment

Gas Installation

Glass certificate

Air-Conditioning Units

8.3 The lessee shall, within 30 days of occupation of the premises, furnish the lessor with three (3) dates and times, which dates must be within twenty-one (21) days of occupation, to convene a meeting to inspect the premises. The lessor shall accept a date, from those furnished, that is suitable to him. At such meeting the parties, including the occupant, shall jointly inspect the premises, so as to ascertain any damage or defect in the premises and the general condition of the premises and to record them in a list which all three parties shall sign.

8.4 The lessor shall within thirty (30) days of such inspection (or such longer period as may be reasonably necessary to repair the defects) repair the defect(s).

8.5 The lessor shall furnish dates and times at least fourteen working (14) days prior to the termination of the agreement for the inspection of the premises after termination of the agreement. Within 14 days after the expiry of this agreement, the lessor shall ensure that the following lists are compiled and delivered to the lessee:

8.5.1 A list of all the items where the parties agree that such items are damaged or defective and that the lessee is liable; and



8.5.2 A list of the items, which are damaged or defective and which in the opinion of the lessor the lessee is liable for, whereas the lessee denies liability.

8.6 The items recorded in the list contemplated in clause 8.5.2 shall be replaced as per agreement between the parties. Should the parties fail to reach such an agreement within seven (7) days from the date of delivery of the lists to the lessee, the dispute may by agreement between the parties be referred to an independent professional who shall act as a mediator in an attempt to resolve the dispute.

9 FIXTURES

The parties agree that for the purposes of the interpretation of this clause and of this agreement, fixtures shall refer to movable or immovable fittings installed by the lessee and required for its purposes, such as computer cables and telephone systems. The lessee shall be entitled, at its expense and with the written consent of the lessor, which consent shall not be unreasonably withheld (alternatively, as arranged in Schedule C), to install fixtures (which shall remain the property of the lessee) on the premises; provided that, after the termination of this agreement:

9.1 fixtures may be removed by the lessee on condition that the premises are restored to the condition in which they were before the installation of the fixtures, fair wear and tear excepted; or

9.2 Should the lessee fail or neglect to remove the fixtures and restore the premises in a substantially similar condition it was on commencement, fair wear and tear excepted, the lessor can remove the fixtures and recover the reasonable costs thereof from the lessee.

10 EXPENSES, MAINTENANCE AND REPAIRS

10.1 Subject to 10.3 below, the lessor shall be responsible for and pay all and any expenses in respect of the premises.

10.2 The lessor shall be responsible for contracting with the suppliers of utilities to the premises referred to in this clause 10.1 above and shall be directly responsible for payment of these charges and any connection fees and deposits in respect thereof.



10.3 The lessee shall be responsible for and will pay the cost of all electricity, water and/or sewerage consumed on the premises for the duration of this agreement. Electricity and/or water and/or sewerage consumed shall be charged according to the relevant meter reading, provided that the consumption of water, electricity and sewerage in the premises shall be proved *prima facie* by reading of meters or sub-meters and recording same. The lessor shall be responsible for contracting with the suppliers of utilities to the premises referred to in this clause and shall be directly responsible for payment of these charges and any connection fees and deposits in respect thereof.

10.4 In the event of the premises being a portion of a building and it consequently being necessary to determine the lessee's *pro rata* share in respect of maintenance or consumption of necessary services, the *pro rata* share of the lessee, for the purpose of this agreement, shall be determined by calculating the area of the premises as a fraction of the total area of the building.

10.5 Should the lessor fail to pay expenses or to undertake repairs for which the lessor is liable in terms of this agreement, the lessee may remind the lessor in writing, and should the lessor still be in default 30 days after receipt of such reminder (or such longer period which the parties may have agreed upon) the lessee shall be entitled to demand specific performance or to pay such expenses or to undertake such repairs (if and to the extent agreed between the parties) and to recover the amounts thus disbursed from the rental due to the lessor by set off (if and to the extent agreed between the parties) or by legal action. Where the lessee has to attend to the repairs, the lessee will be entitled, but not obliged, to use the Landlord' contractors. A certificate by the lessee of such expenses shall be *prima facie* proof thereof.

10.6 The lessee will also be entitled to recover any undisputed amount overpaid to the lessor in terms of this agreement as per the provision of 10.5.

11 OBLIGATIONS OF THE LESSOR

In addition to any other obligations contained in this agreement, the lessor shall be responsible for:

11.1 The payment of assessment rates, taxes and fixed municipal levies;



- 11.2 Insuring the building as provided for in clause 13 below;
- 11.3 Installation and maintenance of mechanical and fire services equipment, including fire detection equipment, fair wear and tear excepted, as further stipulated in clause 14 hereof;
- 11.4 Landscape maintenance of the premises, if applicable;
- 11.5 Providing, at the lessor's expense, all electric, fluorescent, and incandescent light bulbs required in the premises;
- 11.6 Maintenance of, and for all repairs and replacements becoming necessary from time to time in or to, the roofs and outside walls of the buildings including the maintenance and repair of the structure of the buildings, and all systems, works and installations contained therein;
- 11.7 Maintaining in good order and condition the exterior, roof, gutters and down-pipes of the premises and shall make good any structural defects, other than damage caused by the lessee;
- 11.8 Normal maintenance and repairs (including painting) of both the exterior and interior of the premises, including the cleaning of the exterior of the premises as well as windows, in a high rise building;
- 11.9 Operation (including maintenance and repairs) of the air-conditioning system and the lifts during normal office hours or during such times as may be agreed upon;
- 11.10 Water and electricity consumption to the extent that these are not separately metered for the lessee;
- 11.11 Municipal rates (existing and future) levied on ownership (including rates increases);
- 11.12 Installation and maintenance of the fire extinguishing and fire detection equipment as stipulated in clause 14; and
- 11.13 Replacement of floor covering (carpeting etc.) at the expiry of their agreed lifetime which in the case of carpeting is 5 years from the date of installation;



- 11.14 Submission of valid annual tax certificate/sustain CSD compliance throughout the lease;
- 11.15 Compliance with Occupational Health and Safety and Act (Act No. 85 of 1993);
- 11.16 Compliance with Department of Labour's applicable standards annually – Certification of Occupation;
- 11.17 Quarterly fumigation of the premises. Without prejudice to any rights and/or remedies available to the lessor in terms of this agreement, where any losses, expenses, costs, damages or breakages are attributable to any act or omission of the lessee and/or negligence or wilful intent of the lessee, the lessor shall be entitled to attend to the necessary and recover the reasonable cost thereof from the lessee.
- 11.18 Should the Lessee/occupant be deprived of the full use and enjoyment of the premises through acts or omissions of the lessor e.g. non-functioning air conditioning system, lifts, water shortage etc, the lessee will be entitled to a pro rata reduction in the rental amount.

12 OBLIGATIONS OF THE LESSEE

In addition to any other obligations contained in this agreement, the lessee shall:

- 12.1 Not use the premises or allow them to be used, in whole or part, for any purpose other than that of the business;
- 12.2 Take good and proper care of the interior of the buildings;
- 12.3 Be responsible for all reasonable security, manned or otherwise, necessary to protect the premises;
- 12.4 Not cause or commit any unreasonable nuisance on the premises or cause any annoyance or discomfort to neighbours or the public;
- 12.5 Not unreasonably leave refuse or allow it to accumulate in or about the premises;
- 12.6 Refrain from interfering with the electrical, plumbing, or gas installations or systems serving the premises;



- 12.7 Take all reasonable measures to prevent blockages and obstructions from occurring in drains, sewerage pipes and water pipes serving the premises;
- 12.8 At all times comply with any law, by-law or regulation of the local authority relating to the conduct of its business at the premises and also with the conditions of the title deed under which the premises are held by the lessor;
- 12.9 Not be permitted to place such electrical or other signage on the exterior of the premises without the prior written consent of the lessor;
- 12.10 Forthwith disclose in writing to the lessor details of any act, matter or thing, stored or carried out upon the premises which may affect, vitiate or endanger the fire insurance policy in respect of the property or which may result in an increase of the fire insurance premium;
- 12.11 Undertake domestic cleaning of the interior of the premises, including domestic services such as the provision of toilet paper, soap, towels, etc.; excluding common areas;
- 12.12 Be responsible for the costs of water, electricity and sewerage consumption to the extent that these are separately metered as fully set out in clause 10 above; and
- 12.13 Be responsible for the costs of refuse removal and sanitary services.

13 INSURANCE

- 13.1 The lessor shall comprehensively insure the property and the building, and the lessor's fittings at its replacement value, at the lessor's own risk and cost.
- 13.2 The lessee and the occupant may not after the commencement of the lease do, or allow anything that is contrary to the provisions of the insurance policy, which will cause an increase in the premiums of any insurance policy held by the lessor over the property, provided that the conditions of the insurance policy will be communicated in writing to the lessee from time to time.
- 13.3 Should the lessee knowingly do or cause to be done anything that causes an increase in the premiums of such insurance policy, the lessee will be liable for the increase in the



premiums occasioned by the actions of the lessee. The lessor shall furnish to the lessee proof from the insurer of such increase before any payment shall be due from the lessee.

13.4 The lessor shall not be liable for any damage which the lessee may suffer as a consequence of rain, wind, hail, lightning, fire, earthquake, storm, riots, strikes, actions by enemies of the State or in consequence of the interruption of any facility or service supplies to the premises by third parties, unless such damage could have reasonably been prevented by the lessor.

13.5 The lessor shall not be liable for any accident, injury or damage incurred by the lessee, his employees, agents or visitors, in or near the premises, unless this could have reasonably been prevented on the part of the lessor.

14 FIRE FIGHTING EQUIPMENT AND LIFTS

14.1 The lessor shall be obliged to install, maintain and operate on the premises fire extinguishing and fire detection equipment complying with the National Building Regulations and Building Standards Act (Act No. 103 of 1977) as amended, and/or any other applicable legislation.

14.2 The lessor shall be obliged to maintain the lifts and ensure that regular checks are done in accordance with the Occupational Health and Safety Act (Act No. 85 of 1993) as amended and /or any other applicable legislation.

14.3 The lessor shall provide the lessee with quarterly reports of regular checks done on the fire extinguishers and lifts to ensure safety and security of the occupants of the premises.

15 ALTERATIONS, ADDITIONS AND IMPROVEMENTS

15.1 The lessee shall not make any alterations or additions to any of the buildings, the premises or any part thereof, without the lessor's prior written consent, but the lessor shall not withhold its consent unreasonably to any such alteration or addition. In the event that the lessee does make any such prohibited alterations or additions, it is agreed between the parties that such alterations and/or additions shall be come an immovable part of the respective building or premises to which it is made and shall thus be owned by the lessor who shall not be obliged to compensate the lessee in respect of such alterations and/or



additions. Where the lessee has given its prior written consent to any alteration or addition and such alteration or addition has become an immovable part of the building or premises and has added value to the building or premises, the lessor shall not be obliged to compensate the lessee in respect thereof unless otherwise agreed between the parties prior to such alteration or addition being made.

15.2 Notwithstanding the aforesaid, the lessee shall be entitled to make any non- structural alterations or additions to the interior of the premises without the lessor's prior written consent, provided that the lessee may, on the expiration of this agreement, remove such non-structural alterations or additions as it may have made, provided that simultaneously with any such removal, it reinstates the premises or part of the premises in question, at the lessee's cost, to their same condition (fair, wear and tear excepted) as they were in prior to the carrying out of such alterations or additions.

16 DAMAGE TO OR DESTRUCTION OF THE PREMISES

16.1 In the event of the premises being destroyed and therefore rendered totally unfit for occupation, this agreement shall be terminated automatically unless the destruction of the premises is due to the wilful intent or negligence of the lessee and/or occupant.

16.2 In the event of the premises being damaged and remaining partially suitable for the purposes of the lessee, the parties shall be entitled to terminate this agreement by thirty (30) days' notice in writing given to the other party within thirty (30) days after such destruction or damage.

16.3 Should no notice in terms of 16.2 above be given, then this agreement shall continue and the lessor shall be obliged to proceed expeditiously with the work of rebuilding the premises. Should the parties continue with the agreement, the lessee shall be entitled to a reduction in rental to the extent to which the lessee is deprived of the full and beneficial use and occupation of the premises until such time as the premises have been rebuilt or re-instated.

16.4 Should there be any dispute as to the extent to which the premises have been damaged and/or the extent to which the premises are unfit for occupation and capable of being



used for the purpose for which they are let, the dispute shall be referred to an expert, who shall act as an expert and not as an arbitrator, and whose decision shall be final and binding on the parties. The parties shall jointly agree on who the expert shall be, failing which the expert shall be appointed by the chairperson of the Law Society of South Africa or his delegate.

17 BREACH

17.1 Subject to any specific provision in this agreement to the contrary, should;

- 17.1.1. the rental or any other amount payable by the lessee in terms of this agreement not be paid by due date or should the lessee commit or suffer or permit the commission of any breach of any of the remaining conditions of this agreement and fail to pay such rental or amount or to remedy such breach within 30 (thirty) days after receipt of written notice by the lessor requiring it to do so, or such longer period as may be reasonable in the circumstances,
- 17.1.2. subject to due process of law, the lessor shall be entitled to claim specific performance, cancel this agreement and retake possession of the premises (without prejudice to any of its other rights under this agreement or at all) and /or claim damages.
- 17.1.3. should the lessor and subsequent to an alleged breach by lessee or expiry of the lease, disturb the peaceful possession of the premises by the lessee without following due process of law and thereby disrupt government services, the lessor will be liable to compensate the lessee and occupant. The parties hereby agree that the compensation payable for each day of disruption will be the equivalent of a total monthly rental last payable in terms of this lease i.e. 2 days of disturbance/disruption the compensation is the equivalent of 2 monthly rentals. This clause does not limit or preclude the lessee or occupant's common law delictual rights and remedy should the actual loss suffered be more than the compensation provided for in this clause,



17.1.4 in addition to the ordinary factors which affect the validity of a contract, the parties agree that any unlawful act committed by the lessor which was material in the conclusion the contract will impair the validity of this contract warranting the lessee to terminate this agreement.

17.2 Should either party breach any obligations in terms of this agreement and fail to remedy such breach within 30 (thirty) days of written demand from the aggrieved party to do so, or such longer period as may be reasonable in the circumstances, the aggrieved party shall be entitled to cancel this agreement or claim specific performance, in either case, without prejudice to the aggrieved party's rights to claim damages from the offending party.

18 MANAGEMENT RULES

The lessee shall comply with all management rules as may be prescribed by the lessor from time to time provided that they are fair, reasonable and justifiable.

19 LESSORS RIGHT OF ENTRY AND CARRYING OUT OF WORKS

The lessor's representatives, agents, servants and contractors may at reasonable times and on reasonable notice (save for the in the event of an emergency), without thereby giving rise to any claim or right of action on the part of the lessee or the occupant of the property or any part thereof, enter the property or any of the buildings in order to inspect them, to carry out any necessary repairs, replacements, or other works, or to perform any other lawful function in the *bona fide* interests of the lessor or the lessee or the occupant, but the lessor shall ensure that this right is exercised with due regard for and a minimum of interference with the beneficial enjoyment of the property by those in occupation thereof, and provided further that such rights will be exercised subject to the lessee's specific security requirements relating to the physical security of the property.

20 CESSION, ASSIGNMENT AND SUB-LETTING

The lessee shall not, except with the prior written consent of the lessor, which shall not be unreasonably withheld:



- 20.1 cede or assign all or any of the rights and obligations of the lessee under this agreement; or
- 20.2 sublet the premises in whole or in part; or
- 20.3 give up possession of the premises or any portion thereof to any third party.

21 NON-WAIVER

- 21.1 Neither party shall be regarded as having waived, or been precluded in any way from exercising, any right under or arising from this agreement by reason of such party having at any time granted any extension of time for or having shown any indulgence to the other party with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of any right of action against the other party.
- 21.2 The failure of either party to comply with any non-material provision of this agreement shall not excuse the other parties from performing their obligations hereunder fully and timeously.

22 RIGHT OF FIRST REFUSAL

- 22.1 The Lessor hereby grants to the Lessee and the Lessee hereby accepts the right of first refusal to purchase the property.
- 22.2 Pursuant to the right granted by the Lessor in favour of the Lessee in 22.1, the Lessor shall not dispose of any part or whole of the property at any time except in accordance with the following circumstances;
 - 22.2.1 if the Lessor intends to so dispose, the Lessor shall deliver to the Lessee a written notice offering ("the offer notice) so to dispose, to the Lessee at a consideration (which shall sound in money in South African currency) and on such terms as may be stipulated in the offer notice; and
 - 22.2.2 the Lessee may, at any time within 60 days after the receipt of the offer notice, accept it by giving written notice to the Lessor to that effect.



22.3 If the Lessee does not accept the offer within the aforesaid period, the Lessor may dispose of the property on terms no more favourable than the terms contained in the offer notice within a period of 90 (ninety) days after the Lessee has rejected the offer, whereafter the Lessor shall again be obliged to follow the procedure in clause.

22.4 Should the Lessee not exercise its right of first refusal in relation to the property or in relation to any rights thereto or pursuant thereto, the relevant acquirer shall acquire the property free of the right of first refusal contained in this clause.

23 SALE OF PREMISES

23.1 Transfer of the ownership of premises from the Lessor to a third party pursuant to a sale thereof shall not in any way affect the validity of this agreement. It shall accordingly, upon registration of transfer of the premises into the name of the purchaser, remain of full force and effect save that the purchaser shall be substituted as Lessor and acquire all rights and be liable to fulfil all the obligations which the Lessor, as the Lessor, enjoyed against or was liable to fulfil in favour of the Lessee in terms of the this agreement.

23.2 Nothing shall prevent the Lessor from advertising the premises as “for sale” or as “to let” as long as it does not disturb the Lessee in its use and enjoyment of the premises and any activities which the Lessor undertakes are undertaken on reasonable notice to the occupant.

24 WHOLE AGREEMENT

24.1 This is the entire agreement between the parties inclusive of all bid/tender documents.

24.2 Neither party relies, in entering into this agreement, on any warranties, representations, disclosures or expressions of opinion, which have not been incorporated into this agreement as warranties or undertakings.

24.3 No variation, alteration, or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by the duly authorised representatives of both parties.



25 DOMICILIUM CITANDI ET EXECUTANDI

25.1 The parties respectively choose as *domicilium citandi et executandi* and as the address for the serving of notices the address appearing underneath their names in Schedule A (and the lessor is explicitly barred from serving such notices on officials and offices in the Regions/Provinces).

25.2 Any notice given by one of the parties to the other ("the addressee") which:

26.2.1 is delivered by hand to a responsible person during ordinary business hours at the physical address chosen as the addressee's *domicilium citandi et executandi* shall be deemed to have been received by the addressee on the date of the delivery, unless the contrary is proved;

26.2.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's *domicilium citandi et executandi*, shall be deemed to have been received by the addressee on the tenth (10th) business day of the date of posting unless the contrary is proved; or

26.2.3 is emailed to the chosen email address, during ordinary business hours shall be presumed to have been received by the addressee at the time of transmission of the email, alternatively, if not emailed during normal business hours then at twelve o' clock on the 1st business day following the day on which it was emailed.

25.3 Either party shall be entitled, on 14 days' notice to the other, to change the address of his *domicilium citandi et executandi*.

26 WARRANTY OF AUTHORITY

The parties hereby warrant that each of them has the power, authority and legal right to sign and perform this agreement and that this agreement has been duly authorised by all necessary actions of its directors, to the extent applicable, and constitutes a valid and binding obligation on it in accordance with the terms thereof.



27 SEVERABILITY

Any provision in this agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of this agreement, without invalidating the remaining provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

28. SUSPENSIVE CONDITION

Where the standard Tenant Installation allowance by the Lessor is not sufficient to cover all the required Tenant Installation, this lease contract is subject to the availability of the necessary additional funds/budget on the part of the lessee.

29. DISPUTE RESOLUTION

In the event of a dispute, disagreement or claim arise between the parties (called hereafter "the dispute") connected with or concerning this Agreement, the parties shall first endeavour to resolve the dispute by negotiation in good faith. This entails that the one party invites the other in writing to a meeting in an attempt to resolve the dispute within 7 (seven) days from date of the written invitation.

If the dispute has not been resolved by such negotiation, the parties shall submit the dispute to mediation to be administered by a property specialist or lawyer nominated by the parties by agreement or alternatively by the relevant professional body of property specialist or Law Society or Bar Council.

Should the parties fail to resolve the dispute through negotiation and/or mediation, the dispute shall be referred to arbitration, only if the parties agree thereto, in which event the arbitration clause hereunder shall apply.



30. ARBITRATION

If either Party to this Agreement is unwilling to accept mediation or is unwilling to accept the opinion expressed by the mediator, then either Party may require that the dispute be referred to arbitration.

The dispute will be referred to Arbitration by written notice delivered to the other, within 20 days of the declaration of the dispute if there is no mediation or within 20 days of the issue of the mediator's opinion if mediation takes place.

Such arbitrator shall be selected by agreement between the Parties, or if no agreement is reached after 10 days from deliberation on the identity of the Arbitrator; it is agreed that the arbitrator will be nominated on request of either of the party by the president of the Arbitration Foundation of South Africa, or its successor-in-title.

The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued. The arbitrator shall be entitled to make award, including an award for specific performance, an interdict, damages or otherwise as he in his discretion may deem fit and appropriate.

If a request is made by the arbitrator for a document or any item to be submitted, such document or item must be submitted within ten (10) days of the request.

The arbitration shall be conducted in the English language at Cape Town or such other place as the Parties may agree on in writing.

The costs of and incidental to the award shall be in the discretion of the arbitrator, who may determine the amount of the costs, and shall direct by whom and to whom and in what manner they shall be borne and paid.

The award of the arbitrator shall be final and binding on the Parties though subject to review on any of the usual grounds for review. Any Party shall be entitled to apply to the Courts to have such award made an order of court if the party concerned fails to heed to the terms of the award. Nothing in this clause shall prevent either Party seeking urgent



relief in the High Court of South Africa and for this purpose, the Parties consent to the exclusive jurisdiction of the High Court of South Africa.

SIGNED AT..... ON THIS THEDAY OF..... 20.....

WITNESSES

1.
FULL NAME AND SIGNATURE

2.
FULL NAME AND SIGNATURE

.....
SIGNATURE OF LESSOR / REPRESENTATIVE

.....
FULL NAMES

Duly authorised as per attached resolution.



SIGNED AT ON THIS THEDAY OF 20.....

WITNESSES

1.
FULL NAME AND SIGNATURE

2.
FULL NAME AND SIGNATURE

.....
SIGNATURE OF LESSEE / REPRESENTATIVE

PHUCUKA PENXA

REGIONAL MANAGER: CAPE TOWN

Duly authorised as per Departmental Circular 48 of 2019 dated 13 February 2019.

SIGNED AT ON THIS THEDAY OF 20.....

.....
SIGNATURE OF OCCUPANT

.....
FULL NAME

.....
CAPACITY

Duly authorised as per Departmental delegation dated

SCHEDULE A TO AGREEMENT OF LEASE



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

1 The Parties:

1.1 The Lessor is:

1.1.1 Registration nr (company) or ID nr (individual):

1.1.2 VAT reg nr:

1.1.3 of *Domicilium Citandi et executandi*:

1.1.4 Herein represented by:

*who hereby warrants he/she is duly authorised to do so by the attached resolution.
Hereinafter referred to as the lessor*

1.1.5 Contact person/representative:

Name

Tel nr

Comp

Fax nr

E mail

Postal address:

1.2 The Lessee is:

Department of Public Works

Herein represented by:

Jacob Maroga

*who hereby warrants he/she is duly authorised to do so by the attached resolution.
Hereinafter referred to as the occupant*

of *Domicilium Citandi et executandi*:

Director General, C/O Chief Director: Legal Services, 256 Madiba Street, Pretoria

2 The Premises leased:

2.1 The Premises:

as reflected on the diagram annexed hereto marked "Schedule D"

2.2 The Building name:

2.3 The Building address:

2.4 The property:

3 **Lease period**

4 **Renewal period**

5 **Use of premises**

6 **The lessee's pro rata share** %

7 **Commencement date**

8 **Adjustment date**

9 **Escalation rate (%)**

Description	On: Rental	Operating costs
Offices	0,0	0,0
Stores	0,0	0,0
Retail	0,0	0,0
Other	0,0	0,0
Open parking	0,0	0,0
Covered Parking	0,0	0,0

10 **Termination date**

11 **Special conditions**

11.1 The lessor and lessee agree that the occupation of the premises will not be disturbed by a lock-out or eviction without duly issued court order and that the tenant is authorised to report emergency maintenance/repairs required directly with the landlord.

11.2 The Lessor and the lessee agree that at the conclusion of the fifth anniversary of the lease period (The Trigger Event):

11.2.1 rental shall be reviewed and adjusted up or down to the condition/grading of the premises, taking into account the existing market trends as at the time; and

11.2.2 the parties reserve to enter into negotiations regarding the implementation of the option to acquire the premises by the lessee through "lease to Own" or "Build, Transfer and Operate" arrangement, subject to the lessee's client needs as at the time.

11.3 Should the lessor and lessee fail to reach consensus, pursuant to the review contemplated in clause 11.2.1 above, regarding the rental for the premises, the fair market value of the rental shall be determined by the valuer who shall act as an expert and not as an arbitrator (Valuer) and whose determination shall be final and binding on the parties in the absence of any clerical or manifest error appearing within 30 (thirty) days from the date the parties receive the determination.

SCHEDULE B



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

Description	Nr/Area leased	Unit	Base Rent/unit	Expenses/unit	From date	To Date	Monthly Commencement Rent (ex VAT)	Monthly Expenses (ex VAT)	Total monthly rent (ex VAT)	VAT	Total monthly Rent (incl VAT)
Offices		sqm		R -			R -	R -	R -	R -	R -
Stores	0	sqm	R -	R -			R -	R -	R -	R -	R -
Retail	0	sqm	R -	R -			R -	R -	R -	R -	R -
Other	0	sqm	R -	R -			R -	R -	R -	R -	R -
Open parking		bays	R -	R -			R -	R -	R -	R -	R -
Covered Parking		bays	R -	R -			R -	R -	R -	R -	R -
Total monthly rent											R -

Period 1

Description	Nr/Area leased	Unit	Base Rent/unit	Expenses/unit	From date	To Date	Monthly Base Rent (ex VAT)	Monthly Expenses (ex VAT)	Total monthly rent (ex VAT)	VAT	Total monthly Rent (incl VAT)
Offices	0	sqm	R -	R -			R -	R -	R -	R -	R -
Stores	0	sqm	R -	R -			R -	R -	R -	R -	R -
Retail	0	sqm	R -	R -			R -	R -	R -	R -	R -
Other	0	sqm	R -	R -			R -	R -	R -	R -	R -
Open parking	0	bays	R -	R -			R -	R -	R -	R -	R -
Covered Parking	0	bays	R -	R -			R -	R -	R -	R -	R -
Total monthly rent											R -

Period 2

Description	Nr/Area leased	sqm	Base Rent/unit	Expenses/unit	T _{From} Date	T _{To} Date	Monthly Base Rent (ex VAT)	Monthly Expenses (ex VAT)	Total monthly rent (ex VAT)	VAT	Total monthly Rent (incl VAT)
Offices	0	sqm	R -	R -			R -	R -	R -	R -	R -
Stores	0	sqm	R -	R -			R -	R -	R -	R -	R -
Retail	0	sqm	R -	R -			R -	R -	R -	R -	R -
Other	0	sqm	R -	R -			R -	R -	R -	R -	R -
Open parking	0	bays	R -	R -			R -	R -	R -	R -	R -
Covered Parking	0	bays	R -	R -			R -	R -	R -	R -	R -
Total monthly rent											R -

Period 3

Description	Nr/Area leased	sqm	Base Rent/unit	Expenses/unit	T _{From} Date	T _{To} Date	Monthly Base Rent (ex VAT)	Monthly Expenses (ex VAT)	Total monthly rent (ex VAT)	VAT	Total monthly Rent (incl VAT)
Offices	0	sqm	R -	R -			R -	R -	R -	R -	R -
Stores	0	sqm	R -	R -			R -	R -	R -	R -	R -
Retail	0	sqm	R -	R -			R -	R -	R -	R -	R -
Other	0	sqm	R -	R -			R -	R -	R -	R -	R -
Open parking	0	bays	R -	R -			R -	R -	R -	R -	R -
Covered Parking	0	bays	R -	R -			R -	R -	R -	R -	R -
Total monthly rent											R -

Period 4

Description	Nr/Area leased	sqm	Base Rent/unit	Expenses/unit	T _{From} Date	T _{To} Date	Monthly Base Rent (ex VAT)	Monthly Expenses (ex VAT)	Total monthly rent (ex VAT)	VAT	Total monthly Rent (incl VAT)
Offices		sqm	R -	R -			R -	R -	R -	R -	R -
Stores	0	sqm	R -	R -			R -	R -	R -	R -	R -
Retail	0	sqm	R -	R -			R -	R -	R -	R -	R -
Other	0	sqm	R -	R -			R -	R -	R -	R -	R -
Open parking	0	bays	R -	R -			R -	R -	R -	R -	R -
Covered Parking		bays	R -	R -			R -	R -	R -	R -	R -
Total monthly rent											R -

Period 5



SCHEDULE C

The lessor shall issue relevant Certificates of Compliance before occupation of the premises, failing which the occupant is not obliged to take occupation of the premises and the Lessee is not obliged to pay any rental amounts.

SCHEDULE C1: TENANT INSTALLATIONS

INSTALLATIONS	PARTY TO BE RESPONSIBLE	PARTY TO PAY	DATE OF FREQUENCY
Space planning and refurbishing requirements / needs	Lessee	Lessee	Upon signing of lease agreement and before date of occupation
Project Execution Plan	Landlord	Landlord	Before date of occupation
Installation of air-conditioning (system or split units) or Repair of the existing one to excellent functioning condition.	Landlord	Landlord	Before date of occupation
Installation of the disability toilet to comply with Occupational Health and Safety requirements.	Landlord	Landlord	Before date of occupation
Installation of fire equipment and maintenance	Landlord	Landlord	Before date of occupation
Installation of carpets / ceramic tiles in some offices and installation of ceramic tiles in all common areas	Landlord	Landlord	Before date of occupation
Install ramps for people with disabilities / upgrade ablution facilities	Landlord	Landlord	Before date of occupation
Install blinds and maintenance of blinds	Landlord	Landlord	Before date of occupation
Emergency assembly point needs to be provided and marked with signage	Landlord	Landlord	Before date of occupation
Standard plug points	Landlord	Landlord	Before date of occupation

SCHEDULE C2: FUNDED MAINTENANCE PLAN

INSTALLATION	PARTY TO BE EFFECTED	PARTY TO PAY	DATE OF FREQUENCY
Submission of funded Maintenance Plan. (As part of the Lease Agreement and initialled by Representatives of both Lessor and Lessee).	Landlord	Landlord	Before signing of the lease agreement
General maintenance of the building	Landlord	Landlord	Before date of occupation
Ensure functional lifts	Landlord	Landlord	Before date of occupation
Ensure that all roof leaks are repaired.	Landlord	Landlord	Before date of occupation
Replace or replace gutters and down pipes	Landlord	Landlord	Before date of occupation
Repair emergency stair cases	Landlord	Landlord	Before date of occupation
Replace lights and fittings (where necessary)	Landlord	Landlord	Before date of occupation
Replace or repair ceiling	Landlord	Landlord	Before date of occupation
Repair steps and stairs of emergency staircases	Landlord	Landlord	Before date of occupation
Service Air conditioners	Lessor	Lessor	Before date of occupation

SCHEDULE C3: UPGRADING PLAN

INSTALLATIONS	LANDLORD TO EFFECT	LANDLORD TO PLAN	DATE OF AGREEMENT
Upgrade Plan required. Note: Upgrade plan required where complaints have been tendered about the state of the building. For 9 years /11 months lease period, upgrade plan is compulsory regardless of complaints lodged about the state of the building.	Landlord	Landlord	Before lease agreement is signed.
Submitted upgrade plan must be executed. • Structural upgrade • Mechanical installations and lifts upgrade or replacement • Electrical installations • Plumbing upgrades	Landlord	Landlord	Within 12 months of signing lease agreement. Failure to do so will result in termination of the lease agreement.
Appropriate cost for the upgrade plan. Amount: R.....	Landlord	Landlord	Committed upgrade must be completed during tenant installation for new leases.