



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER: H22/004PF

**RETURNABLE DOCUMENTS
FOR**

**PROCUREMENT OF ALTERNATIVE OFFICE
ACCOMMODATION FOR DEPARTMENT OF
EMPLOYMENT AND LABOUR MEASURING 1 289 .08m²
AND 36 PARKING BAYS IN MAMELODI FOR A PERIOD
OF NINE (9) YEARS AND ELEVEN (11) MONTHS**

Approved
[Signature]
25/10/2022

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA**

PLEASE TAKE NOTE

BID NUMBER: H22/004PF

CLOSING TIME: SHARP 11:00 CLOSING DATE: 21 NOVEMBER 2022

***BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE
ACCEPTED FOR CONSIDERATION***

BID DOCUMENTS MAY BE POSTED TO

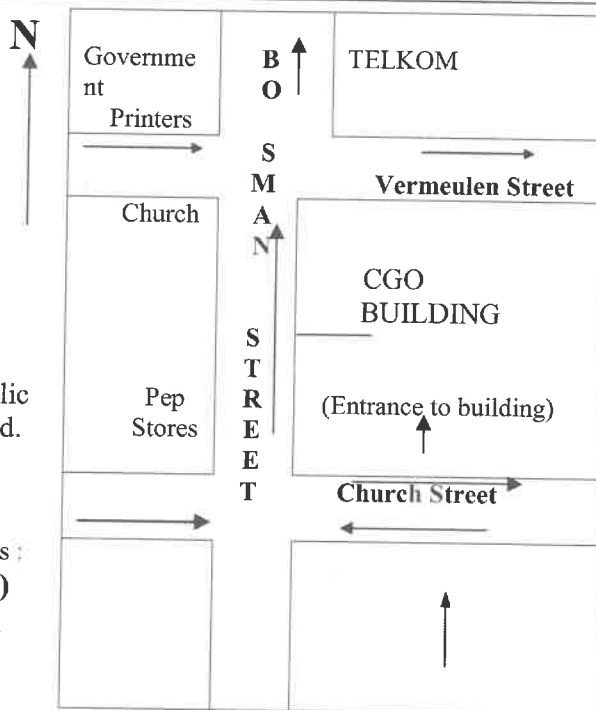
DIRECTOR-GENERAL
Department of Public Works
Private Bag X65
PRETORIA
0001

ATTENTION: TENDER SECTION:
Central Government office: Room 121

Bid documents that are posted must reach the Department of Public
Works: Tender section, before 08:00 on the closing date of the bid.

OR

The bid documents may be deposited at the Department of Public Works :
Head Office: **Room 121, Central Government Office (CGO)**
c/o Bosman and Vermeulen Street.(Entrance Vermeulen
Street) Pretoria,0001



The Head Office of the Department of Public Works is open **Mondays to Fridays**
07:30 – 12:30 / 13:30 – 15:30. However, if the bid is late, it will, as a rule not be
accepted for consideration.

Bidders should ensure that bids are delivered timeously to the correct address.

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.

Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE,
INDICATING THE TENDER NR. CLOSING DATE AND YOUR COMPANY NAME**

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.info.gov.za/documents/tenders/index.htm>

CONTENTS OF BID DOCUMENT

Project title:	PROCUREMENT OF ALTERNATIVE OFFICE ACCOMMODATION FOR DEPARTMENT OF EMPLOYMENT AND LABOUR MEASURING 1 289 .08m ² AND 36 PARKING BAYS IN MAMELODI FOR A PERIOD OF NINE (9) YEARS AND ELEVEN (11) MONTHS		
Project Leader:	Philani Ndlovu	Bid / no:	H22/004PF

SECTIONS IN BID DOCUMENT

Bidders are to ensure that they have received all pages of the bid document, which consists of the following sections:

Bid Document Name:	Number of Pages:
Cover page	1 Page
Content page	1 Page
Map of closing address	1 Page
Bid Form (PA-32)	3 Pages
DPW-08.1 (LS)	3 Pages
PA-04(LS): Notice and invitation to tender	5 Pages
PA-09 (LS): List of returnable document	2 Page
PA-10 (LS): Important Conditions of Bid	1Pages
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 Venture	3 Pages
PA-16 : Form for Claiming BBBEE points	6 Pages
PA29: Certificate of Bid Determination	4 Pages
PA-40: Declaration of designated groups for preferential procurement	2 Pages
DPW-06 (LS): Lease Agreement	12 Pages
DPW-11.1 (LS): Specification on Minimum Requirements- Office Accommodation	3 Pages
DPW-12 (LS): Compliance with all the Acts, Regulations and By-Laws Governing the Built Environment Certificate	1 Pages
Special Note	1 Pages
Norms document	3 Pages
Project Five Star 2012	56 Pages

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	H22/004PF	CLOSING DATE:	21/11/2022	CLOSING TIME:	11:00
DESCRIPTION	PROCUREMENT OF ALTERNATIVE OFFICE ACCOMMODATION FOR DEPARTMENT OF EMPLOYMENT AND LABOUR MEASURING 1 289.08m2 AND 36 PARKING BAYS IN MAMELODI FOR A PERIOD OF NINE (9) YEARS AND ELEVEN (11) MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS). BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) 256 CGO BUILDING, CNR BOSMAN AND MADIBA STREETS, PRETORIA					
OR POSTED TO: PRIVATE BAG X 65, PRETORIA, 0001					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
			NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE ('ALL APPLICABLE TAXES)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		



TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE	
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
2.	TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>		

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer.**
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

DPW – 08.3 (LS): BID OFFER – OFFICE ACCOMMODATION VARIOUS OPTIONS BASED ON BEE PERCENTAGE

Bid no:	H22/004PF	Closing date:	21/11/2022
Advertising date:	27/10/2022	Validity period:	60 days

1. ACCOMMODATION PARTICULARS

Name of Company	
BEE shareholding % in Company owning property offered. Provide relevant certified documents, i.e. (Members register, CK1/ CK2)	%
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	

A. FIRST OFFER: 0 – 2 YEAR LEASE (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		
VAT	R		
Total (2)	R		
Escalation rate	%	%	
Total (1+2)	R		R / bay



Minimum of R350/m2 (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	R	
--	---	---	--

2. RESPONSIBILITIES

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

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			
2.3.3. ASRIA insurance + Increase			

2.4. Other Responsibilities	State	Lessor	Estimated cost per month
2.4.1. Contract costs			
2.4.2. Stamp duty			
2.4.3. Fire fighting equipment			
2.4.4. Cost of alterations			

Note: State is not prepared to accept responsibility for costs involved within grey coloured columns

B. FIRST OFFER: 3 – 6 YEAR LEASE (BIDDERS WITH 51 % – 60 % BEE)

	Offices	Stores	Parking
Lettable area	m ²	m ²	
Parking bays			
Rental per month	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	R /m ²	
VAT	R /m ²	R /m ²	
Total (2)	R /m ²	R /m ²	
Escalation rate	Same as above		
Total (1+2)	R /m ²	R /m ²	R /bay

Minimum of R350/m ² (VAT excl.) for T.I. excluding electrical/ mechanical/ structural items, which are Landlord's responsibility as well as providing certificates of compliance.	R	R	
--	---	---	--

3. RESPONSIBILITIES

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

3.1. Services	State	Lessor	Estimated cost per month
3.1.1. Water consumption			
3.1.2. Electricity consumption			
3.1.3. Sanitary services			
3.1.4. Refuse removal			
3.1.5. Domestic cleaning service			
3.1.6. Consumable Supplies			



3.2. Maintenance	State	Lessor	Estimated cost per month
3.2.1. Internal maintenance			
3.2.2. External			
3.2.3. Garden (If applicable)			
3.2.4. Air conditioning			
3.2.5. Lifts			
3.2.6. Floor covering: normal wear			

3.3. Rates and Insurance	State	Lessor	Estimated cost per month
3.3.1. Municipal rates & Increases			
3.3.2. Insurance & Increases			
3.3.3. SASRIA insurance + Increase			

3.4. Other Responsibilities	State	Lessor	Estimated cost per month
3.4.1. Contract costs			
3.4.2. Stamp duty			
3.4.3. Fire fighting equipment			
3.4.4. Cost of alterations			

Note: State is not prepared to accept responsibility for costs involved within grey coloured columns

C. FIRST OFFER: 7 – 10 YEAR LEASE (BIDDERS WITH 61 % – 100 % BEE)

	Offices	Stores	Parking
Lettable area	m ²	m ²	
Parking bays			
Rental per month	R		R
VAT per month	R		R
Total per month	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	R /m ²	R /bay
VAT	R /m ²	R /m ²	R /bay
Total (2)	R /m ²	R /m ²	R /bay
Escalation rate			
Total (1+2)	R /m ²	R /m ²	R each/bay

Minimum of R450/m ² (VAT excl.) for T.I. excluding electrical/ mechanical/ structural items, which are Landlord's responsibility as well as providing certificates of compliance.	R	R	
--	---	---	--

4. RESPONSIBILITIES

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

4.1. Services	State	Lessor	Estimated cost per month
4.1.1. Water consumption			
4.1.2. Electricity consumption			
4.1.3. Sanitary services			
4.1.4. Refuse removal			
4.1.5. Domestic cleaning service			
4.1.6. Consumable Supplies			

4.2. Maintenance	State	Lessor	Estimated cost per month
4.2.1. Internal maintenance			
4.2.2. External			
4.2.3. Garden (If applicable)			
4.2.4. Air conditioning			
4.2.5. Lifts			
4.2.6. Floor covering: normal wear			

4.3. Rates and Insurance	State	Lessor	Estimated cost per month
4.3.1. Municipal rates & Increases			
4.3.2. Insurance & Increases			
4.3.3. SASRIA insurance & Increases			

4.4. Other Responsibilities	State	Lessor	Estimated cost per month
4.4.1. Contract costs			
4.4.2. Stamp duty			
4.4.3. Fire fighting equipment			
4.4.4. Cost of alterations			

Note: State is not prepared to accept responsibility for costs involved within grey coloured columns

Does the building comply with the National Building Regulations?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

5. NATIONAL BUILDING REGULATIONS:

Electricity Compliance Certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>
Fire Regulation	Yes <input type="checkbox"/> No <input type="checkbox"/>
Accessibility Regulation	Yes <input type="checkbox"/> No <input type="checkbox"/>
Health and Safety Regulation	Yes <input type="checkbox"/> No <input type="checkbox"/>

6. PARTICULARS FOR PAYMENT OF RENTAL:

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

7. 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

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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR PROVISION OF:

Property description:	ALTERNATIVE OFFICE ACCOMMODATION (LABOUR CENTRE) OF 1 289,80M AND 36 PARKING BAYS FOR A PERIOD OF 9 YEARS AND 11 MONTHS IN MAMELODI.
-----------------------	---

Bid no:	H22/004PF		
Advertising date:	27/10/2022	Closing date:	21/11/2022
Closing time:	11:00	Validity period:	60 days

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	The (DPW-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 bidder and the bid documents should be duly signed in ink, by the bidder. The offer should be submitted as per the bid questionnaire which forms part of the bid documents.
<input checked="" type="checkbox"/>	The building must be within the geographic boundaries specified in the bid documents (Mamelodi)
<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Bidder's Past Supply Chain Management Practices.
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (LS)): List of returnable documents.
<input checked="" type="checkbox"/>	An agent may bid on behalf of the owner of the property but the responsiveness and functionality points of the bid is only measured on the owner/ real owner of the property. No responsive points or functionality points will be given to the agent unless he/she is buying the property for transformation and empowerment purposes. A copy of the mandate and the title deed from the owner must be submitted with the bid documents or in case of a prospective buyer, the signed purchase agreement with a title deed of the owner must be submitted. Title deed will be required if the bidder owns the building.
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
<input checked="" type="checkbox"/>	Registration on National Treasury 's Central Supplier Database (CSD)
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement
<input checked="" type="checkbox"/>	In case of a prospective buyer a letter from the Financial institution indicating that they would be able to fund the purchase of the property should the bid be awarded to them and also undertake the Tenant Installation project.
<input type="checkbox"/>	
<input type="checkbox"/>	



Notice and Invitation to Bid: PA-04 (LS)

Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

<input checked="" type="checkbox"/>	Category A - refers to segment where a property is owned by an enterprise(s)/ individual(s) which are not less than: <ul style="list-style-type: none"> a. 51% Black-ownership b. 51% Black-management c. 51% Black controlled ; and d. With a B-BBEE certificate status level 4 or above assessed in terms of the Property Sector codes
<input type="checkbox"/>	Category B – refers to a segment where a property is owned by an enterprise(s)/ individual(s) which have not less than : <ul style="list-style-type: none"> a. 20% Black- ownership; b. 20% Black management c. 20% Black Controlled ; and d. With a B-BBEE certificate status level 4 or above assessed in terms of the Property Sector Codes
<input type="checkbox"/>	Category C – refers to a segment where a property is owned by an enterprise(s)/ individual(s) with less than <ul style="list-style-type: none"> a. 20% Black- ownership; b. 20% Black management c. 20% Black Controlled ; and d. With a B-BBEE certificate status level 4 or above assessed in terms of the Property Sector Codes
<input type="checkbox"/>	Category D – refers to property funds listed on the Stock Exchange : <ul style="list-style-type: none"> 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

This bid will be evaluated according to the preferential procurement model in the PPPFA: (Tick applicable preference point scoring system)

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
---	--	--

Price:	
Price:	80 % of 100
Total must equal:	100%
Functionality:	
Functionality:	100 %
Minimum Functionality Score	50 %
Total must equal:	100%

Functionality criteria: CONSTRUCTION	Weighting factor:
SUITABILITY	
Stand-alone building with single tenant, and 36 covered parking bays in the same building =5	35%
None of the above = 0	
ACCESSIBILITY	
1. Property to be close to major routes and amenities 2. Meet entrance and exit requirements 3. Property to meet requirements for people with disability All three = 5 * 2 and 3 = 4 * 1 and 3 = 3 * None of the above = 0	30%
LAND SIZE REQUIREMENTS	
Land size of 5500m ² or more = 5	
Land size between 4500m ² and 5500m ² = 4	
Land size between 3500m ² and 4500m ² = 3	
Land size between 2500m ² and 3500m ² = 2	35%
None of the above = 0	
Total	100 Points

Subject to sub-regulation 6(2) and /or 7 (2), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- A maximum of 10/20 points may be allocated in accordance with sub-regulation 7(2) and 6(2) respectively of the PPPFA Regulations of 2017.

Functionality criteria: EXISTING	Weighting factor:
SUITABILITY Stand-alone building with single tenant =5 Stand- alone building on the ground floor =4 Building in a Shopping Complex which is accessible on foot =3 None of the above = 0	30%
ACCESSIBILITY 1.Property to be close to major routes and amenities 2.Meet entrance and exit requirements 3.Property to meet requirements for people with disability All three = 5 * 2 and 3 = 4 * 1 and 3 =3 * None of the above = 0	30%
BUILDING GRADES The property must be A, B or C Grade A and above grade building = 5 B grade building with A grade finishes = 4 B grade building with B grade finishes = 3 C grade building with A grade finishes = 2 C grade building with B grade finishes = 1 None of the above = 0 Current grading certificate to be attached and a Commitment/ confirmation letter that the building will be refurbished according to the aspiring grade finishes	10%
PARKING REQUIREMENTS - 36 covered parking bays in the same building = 5 - 30 covered parking bays in the same building and 6 not covered parking bays in the same building = 4 - 25 covered parking bays in the same building, 11 not covered in the same building =3 - 20 covered parking bays in same building, 16 not covered in the same building =2 - 15 covered parking bays in same building, 29 not covered in the same building = 1 - None of the above = 0 In case the parking is in the Shopping Complex, it should be separate from the public parking or clearly demarcated.	30%
Total	100 Points

Subject to sub-regulation 6(2) and /or 7 (2), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

Notice and Invitation to Bid: PA-04 (LS)

- The points scored by a tenderer in respect of the level of BBBEE contribution contemplated in sub regulation 6 (2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6 (1) and 7 (1) respectively
- Subject to regulation 7, the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act.

1. COLLECTION OF BID DOCUMENTS:

- ☒ Bid documents may be collected during working hours at the following address **Department of Public Works & Infrastructure, Room 121 CGO Building, C/O Madiba & Bosman street, Pretoria.**
- ☒ A non-refundable bid deposit of R **500** is payable, (Cash only) is required on collection of the bid documents.
- ☐ A **select** pre bid meeting with representatives of the Department of Public Works will take place at **insert address** on **dd/mm/yyyy** starting at **insert time**. Venue **insert venue**. (if applicable)

2. ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

Contact person:	Philani Ndlovu	Telephone no:	012 310 5014
Cell no:	082 907 5473	Fax no:	
E-mail:	philani.ndlovu@dpw.gov.za		

3. DEPOSIT / RETURN OF BID DOCUMENTS:

- 3.1. Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.
- 3.2. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.
- 3.3. 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 65 Pretoria 0001 ATTENTION: PROCUREMENT SECTION: ROOM 121 POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT	DEPOSITED IN THE TENDER BOX AT: Department of Public Works & Infrastructure Central Government Office C/O Bosman & Madiba street Reception
	OR

4. COMPILED BY:

Philani Ndlovu		25/10/2022
Name of Property Manager	Signature	Date

PA-09 (LS): LIST OF RETURNABLE DOCUMENTS

Property description:	PROCUREMENT OF ALTERNATIVE OFFICE ACCOMMODATION FOR DEPARTMENT OF EMPLOYMENT AND LABOUR MEASURING 1 289 .08m2 AND 36 PARKING BAYS IN MAMELODI FOR A PERIOD OF NINE (9) YEARS AND ELEVEN (11) MONTHS		
Property Manager:	PHILANI NDLOVU	Bid / Quote no:	H22/004PF
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	5 Pages	<input checked="" type="checkbox"/>
PA-09 (LS) List of Returnable Documents	2 Pages	<input checked="" type="checkbox"/>
PA-10 (LS) Important Conditions of Bid	1 Pages	<input checked="" type="checkbox"/>
PA-11 Bidder's Disclosure	3 Pages	<input checked="" type="checkbox"/>
PA-15.1 Resolution of Board of Directors	2 Pages	<input checked="" type="checkbox"/>
PA-15.2 Resolution of Board of Directors to Enter into Consortia or Joint Venture	2 Pages	<input checked="" type="checkbox"/>
PA-15.3 Special Resolution of Consortia or Joint Venture	3 Pages	<input checked="" type="checkbox"/>
PA-16 Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017	6 Pages	<input checked="" type="checkbox"/>
PA-29 Certification of Independent Bid Determination	4 Pages	<input checked="" type="checkbox"/>
PA-32 Invitation to Bid	3 Pages	<input checked="" type="checkbox"/>
PA-40 Declaration of Designated Groups for Preferential Procurement	2 Pages	<input checked="" type="checkbox"/>
DPW-06 (LS) Lease Agreement	12 Pages	<input checked="" type="checkbox"/>
DPW-08.1 (LS) Bid Offer - Office Accommodation	3 Pages	<input checked="" type="checkbox"/>
DPW-11.1 (LS) Specification of Minimum Requirements - Office Accommodation	3 Pages	<input checked="" type="checkbox"/>
DPW-12 Compliance with all the Acts, Regulations and By-Laws Governing the Built Environment Certificate	1 Pages	<input checked="" type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>



Name of Bidder	Signature	Date

PA-10 (LS): IMPORTANT CONDITIONS OF BID

Bid no:	H22/004PF	Closing date:	21/11/2022
Advertising date:	27/10/2022	Validity period:	60 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			



Resolution of Board of Directors: PA-15.1

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:

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-15.3: 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)*



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: _____

_____ (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:

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).

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

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

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

1. GENERAL CONDITIONS

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

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

1.2. The value of this bid is estimated to **Not Exceed** R50 000 000 (all applicable taxes included) and therefore the... **80/20**.....system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100
1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.	
1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.	

Preference Points Claim for Bids: PA-16

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **"consortium or joint venture"** 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;
- (h) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **"non-firm prices"** means all prices other than "firm" prices;
- (m) **"person"** includes a juristic person;
- (n) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under



Preference Points Claim for Bids: PA-16

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Preference Points Claim for Bids: PA-16

P_{min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

Preference Points Claim for Bids: PA-16

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

8 SUB-CONTRACTING (relates to 5.5)

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

.....%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

.....

(iv) whether the sub-contractor is an EME/ a QSE? YES / NO (delete which is not applicable)

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

Preference Points Claim for Bids: PA-16

5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

Manufacturer
 Supplier
 Professional service provider
 Other service providers, e.g. transporter, etc.
 [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	PROCUREMENT OF ALTERNATIVE OFFICE ACCOMMODATION FOR DEPARTMENT OF EMPLOYMENT AND LABOUR MEASURING 1 289 .08m2 AND 36 PARKING BAYS IN MAMELODI FOR A PERIOD OF NINE (9) YEARS AND ELEVEN (11) MONTHS		
Bid no:	H22/004PF	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 *per 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 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.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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



DPW-06 (LS): LEASE AGREEMENT

INDEX

CLAUSE	HEADING
1.	Parties
2.	Definition and Interpretation
3.	The Lease
4.	The Period
5.	Right to Renew
6.	The Rental
7.	Use of the premises
8.	Occupation of the premises
9.	Condition of the premises at the commencement date and at the termination date
10.	Fixtures
11.	Expenses, Maintenance and Repairs
12.	Limitation of liability of the Lessor
13.	Fire fighting equipment and Lifts
14.	Damage to or destruction of the premises
15.	Breach
16.	Management Rules
17.	Reasonable Access
18.	Cession, Assignment and Sub-letting
19.	Non-Waiver
20.	Sale of premises
21.	Stamp Duty
22.	Termination
23.	Whole Agreement
24.	<i>Domicilium citandi et executandi</i>
	Signatures
	Schedule 1
	Schedule 2

LEASE

1. PARTIES:

The parties to this agreement are:

_____ Registration Number if the Lessor is a Company or

Close Corporation represented by _____ duly authorised as per

attached resolution, hereinafter referred to as the Lessor

AND

The Government of the Republic of South Africa, represented by the Director General of the Department of Public Works or his/ her delegate duly authorised, 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" - the date, or the last day of the period, mentioned in Item 4 of Schedule 1 on which the escalation rate comes into operation;

"building" - the entire structure known by the name as set out in Item 2 of Schedule 1 and situated on the property set out in Schedule 1;

"commencement rental" - the monthly rental payable in respect of the first year of the lease or, in the event of the first fixed period of the lease being less than one year, the rental determined for that period, the amount of which is stipulated in Item 6 of Schedule 1;

"commencement date" - the date stipulated in Item 5 of Schedule 1 on which the lease commences;

"escalation rate" - the percentage mentioned in Item 7 of Schedule 1, which adjusts the rental on every adjustment date;

"Lessee" - the Government of the Republic of South Africa, herein represented by the Director-General of the Department of Public Works or his delegate duly authorised;

"Lessor" - the owner of the premises (or a sub lessor who warrants his authority to enter into this lease agreement with the Lessee and attaches such authorisation hereto) who, if he does not sign personally, is herein represented by the person mentioned in Item 9 of Schedule 1 who by his signature hereto warrants that he is authorised to sign this agreement on behalf of the Lessor;

"occupant" - the Government Department that will physically occupy the premises for the duration of the contract of lease;

"premises" - the building and/or the structure and/or the land, or portions thereof, mentioned in Item 2 of Schedule 1, which forms the subject of this lease;

"renewal period" - the period mentioned in Item 12 of Schedule 1 for which this lease can be extended by the Lessee and the Lessor;

"termination date" - the date stipulated in Item 13 of Schedule 1 on which the lease terminates;

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 bodies corporate, and, in each instance, also the opposite thereof.



- 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.

3. THE LEASE:

- 3.1. The Lessor hereby leases the premises to the Lessee who hires the premises on the terms and conditions of this agreement, which incorporates the Schedules.

4. THE PERIOD:

- 4.1. The period of the lease commences on the commencement date and terminates on the termination date as mentioned in Item 13 of Schedule 1.

5. RIGHT TO RENEW:

- 5.1. The Lessee has the right to renew the lease for a further period commencing on the first day after the expiration of the contract of lease and on terms and conditions agreed to by the parties.
- 5.2. In the event of the Lessee exercising its right of renewal, he shall be obliged to give the Lessor written notice thereof as provided in 5.3 hereunder.
- 5.3. At least six months prior to the expiry of the lease period the Lessee shall notify the Lessor in writing of its intention to exercise the right to renew and the lease renewal period. Should the parties fail to reach an agreement on the terms and conditions of the new lease, the original lease will be terminated at the normal expiry period.

6. THE RENTAL:

- 6.1. The commencement rental shall be a total amount of R made up of:

R in respect of Office Rental

R in respect of parking;

R (other- specify)

Subtotal

Vat

TOTAL

- 6.2. The lease commences with the commencement rental. Thereafter the rental shall escalate with the compounded escalation rate on each adjustment date.
- 6.3. The rental shall be payable from the commencement date monthly in advance on or before the seventh day of each month into the Lessor's bank account. Payment of rent shall be made electronically. Should the rental not be paid by the 30th day after the due date, interest shall be calculated at the prescribed rate from the first date after the 30th day until date of payment.
- 6.4. The parties agree that all rentals payable in terms of this agreement shall include value-added tax where such tax is payable. The Lessor shall specify such tax for record and tax- purposes separately from the basic rental.
- 6.5. The Lessor shall be liable to pay all rates, taxes and levies in respect of the premises to the concerned authority as well as any and all increases therein.

7. USE OF PREMISES:

- 7.1. The Lessee records that he will use the premises for the purpose specified in Item 14 of Schedule 1 and for no other purpose, except with the written consent of the Lessor, which consent shall not be withheld unreasonably.
- 7.2. 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 7.1.

8. 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 the contract: Subject thereto that any delay in taking possession due to actions of the Lessee or the occupant, shall not be regarded as a delay on the part of the Lessor.

9. CONDITION OF THE PREMISES AT THE COMMENCEMENT DATE AND AT THE TERMINATION DATE:

- 9.1. Schedule 2 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 2 also contains the obligations, if any, of the Lessee in regard to the removal thereof at the termination of the contract.
- 9.2. The Lessee shall, within five (5) working days of occupation, 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.
- 9.3. The Lessor shall within fourteen (14) days of such inspection repair the defect(s).
- 9.4. Should the Lessor fail to comply with his obligations in respect of installations required by the Lessee, if any, or fail to repair the defect(s), the Lessee shall notify the Lessor of such failure and unless the Lessor so complies within fourteen (14) days, save in emergencies, the Lessee shall be entitled to rectify those matters at his own expense and to recover the costs thus incurred from the Lessor.
- 9.5. The Lessor shall furnish the dates and times at least fourteen working (14) days prior to the expiry of the lease for the inspection of the premises after termination of the lease. Within fourteen (14) days after the expiry of the lease, the Lessor shall ensure that the following lists are compiled:
- 9.5.1. A list of all the items where both parties agree that such items are damaged or defective and that the Lessee is liable; and
- 9.5.2. 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.
- 9.6. The items recorded in the list contemplated in clause 9.5.2 shall be replaced as per agreement between the parties. Should the parties fail to reach such an agreement, the dispute may by agreement between the parties be referred to an independent professional who shall act as a mediator.
- 9.7. The Lessee shall not be responsible for the payment of rent or damages during the month when the damages caused to the premises are being repaired.

10. FIXTURES:

10.1. The parties agree that for the purposes of the interpretation of this clause and of this lease, fixtures shall refer to movable or immovable fittings installed by the Lessee and required for his purposes, such as computer cables and telephone systems. The Lessee shall be entitled, at his expense and with the written consent of the Lessor, which consent shall not be unreasonably withheld (alternatively, as arranged in Schedule 2), to install fixtures (which shall remain the property of the Lessee) on the premises: Provided that, after the termination of this lease –

- 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
- the Lessor may demand that fixtures which have not been thus removed, shall be removed by the Lessee, in which event the same requirements regarding the restoration of the premises shall apply.

11. EXPENSES, MAINTENANCE AND REPAIRS:

11.1. For the purpose of the interpretation of this clause and of the lease, the parties agree that the words in the heading bear meanings assigned to them hereunder:

"expenses" - those disbursements in respect of the premises which are occasioned by the ownership or the operation thereof, e.g. assessment rates, municipal levies, air-conditioning and lift maintenance, insurance premiums, etc.;

"maintenance" - everything which is required to be done in order to enable the Lessee to return the premises to the Lessor on the termination date in the condition they were in at the commencement date, fair wear and tear excepted;

"repairs" - everything which is required to be done in order to achieve the same goal as that envisaged in the definition of "maintenance", but which requires more labour and more expense than maintenance, such as the replacement of cables, taps, locks, floor tiles, geysers and the like. The parties are agreed that normal wear and tear can through time require repairs.

11.2. Responsibilities of the Lessor: -

- assessment rates and fixed municipal levies including all related increases;
- Any related insurance of the premises and the increases thereof;
- 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;
- the 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;
- water and electricity consumption to the extent that these are not separately metered for the Lessee;
- municipal rates (existing and future) levied on ownership (including rates increases);
- installation and maintenance of the fire extinguishing and fire detection equipment as stipulated in clause 13; and
- the replacement of carpeting at the expiry of their agreed lifetime.

11.3. Responsibilities of the Lessee: -

- domestic cleaning of the interior of the premises
- the domestic services such as the provision of toilet paper, soap, towels, etc.;
- the costs of water and electricity consumption to the extent that these are separately metered;
- the costs of refuse removal and sanitary services;

11.4. 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. For the purpose of such calculation areas shall be determined from time to time by the Sapo-a-method for the calculation of rentable areas. Where the pro rata share or portion thereof is payable to the Lessor, the Lessee shall pay on receipt of a properly substantiated account. The parties agree that the Lessee's pro rata share (as contemplated in this clause) is the percentage as indicated in Schedule 1

11.5. Should the Lessor fail to pay expenses or to undertake repairs the Lessee may remind the Lessor in writing, and should the Lessor still be in default thirty 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 and to recover the amounts thus disbursed from the rental due to the Lessor by set off or by legal action. A certificate by the Lessee of such expenses shall be prima facie proof thereof.

12. LIMITATION OF THE LIABILITY OF THE LESSOR:

- 12.1. The Lessor shall insure the building and shall maintain such insurance throughout the currency of the lease and any extension thereof. The Lessee may not after the commencement of the lease do, or allow anything that is contrary to the provisions, which will cause an increase in the premiums of any insurance policy held by the Lessor over the property.
- 12.2. Should the Lessee do or cause to be done anything that causes an increase in the premiums of such 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.
- 12.3. 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 is caused by the intent or negligence of the Lessor, his employees or agents.
- 12.4. 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 it is the result of intent or negligence on the part of the Lessor, his employees or agents.

13. FIRE FIGHTING EQUIPMENT AND LIFTS:

- 13.1. 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 103 of 1977) as amended, and /or other applicable legislation.
- 13.2. 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 85 of 1993) as amended and /or any other applicable legislation.

14. DAMAGE TO OR DESTRUCTION OF THE PREMISES:

- 14.1. In the event of the premises being destroyed and therefore rendered totally unfit for occupation, this lease shall be terminated automatically.
- 14.2. In the event of the premises being damaged and remaining partially suitable for the purposes of the Lessee, the parties shall have the right to terminate the agreement forthwith. 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 use of the premises

15. BREACH:

- 15.1. In the event of either one of the parties committing a material breach of any of the terms of this agreement, and failing to remedy such material breach within a period of thirty (30) days, after receipt of a written notice from the other party calling upon the defaulting party to remedy the material breach complained of, then: -

- 15.1.1. the aggrieved party will be entitled, at his sole discretion, and without prejudice to any of his rights in law and/or in terms of this agreement, either to:

- (a) claim specific performance and/or
- (b) cancel the agreement and/or
- (c) claim damages from the defaulting party.

16. MANAGEMENT RULES:

The Lessor will furnish the Lessee with all Management Rules, if any, prior to entering into this agreement.

17. REASONABLE ACCESS:

The Lessor is, after reasonable prior notification to the Lessee, entitled to reasonable admission to the leased premises in order to carry out inspections, maintenance and repairs and to show the premises to prospective new lessees.

The Lessor is, after reasonable prior written notification to the Lessee, entitled to reasonable admission to the leased premises in order to carry out inspections, maintenance and repairs and to show the premises to prospective new lessees.

18. CESSION, ASSIGNMENT AND SUB-LETTING:

- 18.1. The Lessee shall not, except with the prior written consent of the Lessor, which shall not be unreasonably withheld;

- 18.1.1. cede or assign all or any of the rights and obligations of the Lessee under this lease; or
- 18.1.2. sublet the premises in whole or in part; or
- 18.1.3. give up possession of the premises or any portion thereof to any third party;

it being an explicit provision of this agreement that the Lessee may substitute one occupant with another at its own discretion taking into consideration the preferences (if any) of the Lessor.

19. NON-WAIVER:

- 19.1. Neither party shall be regarded as having waived, or be precluded in any way from exercising, any right under or arising from this lease 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.

- 19.2. The failure of either party to comply with any non-material provision of this lease shall not excuse the other party from performing that party's obligations hereunder fully and timeously.

20. SALE OF PREMISES:

- 20.1. Transfer of the premises from the Lessor pursuant to a sale thereof shall not in any way affect the validity of this lease. 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 Lessor, enjoyed against or was liable to fulfil in favour of the Lessee in terms of the lease.
- 20.2. 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.

21. STAMP DUTY:

- 21.1. The Lessor shall be liable for the payment of all administration costs in respect of the lease agreement.
- 21.2. The Lessor shall further be liable to pay stamp duty in terms of section 7(1) of the Stamp Duties Act (Act 77 of 1968).
- 21.3. The Lessor shall return a certified copy of the contract to the Lessee, duly signed and stamped, within thirty (30) days after affixing and cancelling the stamps.

22. TERMINATION:

The Lessee shall be entitled to terminate the agreement by giving 6 (six) months written notice in the event that the Lessee is reasonably of the opinion that there is no need to lease the premises. In such an event, the Lessor shall be entitled to claim damages suffered, excluding loss of profit.

23. WHOLE AGREEMENT:

- 23.1. This is the entire agreement between the parties.
- 23.2. 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.
- 23.3. No variation 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.

24. DOMICILIUM CITANDI ET EXECUTANDI

- 24.1. The parties respectively choose as domicilium citandi et executandi and as the address for the serving of notices the address appearing opposite their names in Item 1 of Schedule 1.
- 24.2. Any notice given by one of the parties to the other ("the addressee") which: -
- 24.2.1. is delivered by hand to the addressee's domicilium citandi et executandi shall be presumed to have been received by the addressee on the date of the delivery, until the contrary is proved;
- 24.2.2. 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 presumed until

the contrary is proved, to have been received by the addressee on the fifth day of the date of posting; or

24.2.3. is faxed to the chosen fax number, will be presumed to be received unless the other party proves the contrary: -

24.2.3.1. within four (4) hours after being faxed during normal business hours;
or

24.2.3.2. if not faxed within normal business hours, at twelve o'clock on the first day of business that follows the day on which it was faxed.

24.2.3.3. within four (4) hours after being faxed during normal business hours; or

24.2.3.4. if not faxed within normal business hours, at twelve o'clock on the first day of business that follows the day on which it was faxed.

24.3. Either party shall be entitled, on seven (07) days notice to the other, to change the address of his *domicilium citandi et executandi*.

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____

The witness:

Name of witness	Signature	Date

The witness:

Name of witness	Signature	Date

The Lessor / Representative *(Duly authorised as per attached resolution)*

Name of Lessor / Representative	Signature	Date

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____

The witness:

Name of witness	Signature	Date

The witness:

Name of witness	Signature	Date

The Departmental delegation: *(Duly authorised as per Departmental delegation)*

Name of Departmental delegation:	Signature	Date

SCHEDULE 1

Physical address Lessor:	
Postal address Lessor:	
Fax no:	
Physical address Lessee:	
Postal address Lessee:	
Premises Leased:	
Floor Area Leased (m²):	
Storage (m²):	
Parking:	
Adjustment date:	
Commencement date:	
Commencement rental:	
Escalation rate:	
Lease period:	
Lessor / Lessor's representative:	
VAT Registration No.:	
Pro- rata share:	
Renewal Period:	
Termination date:	
Use of premises:	
Life time of carpeting:	

**SCHEDULE 2**

Details of installations required by Lessee:

Installations:	Party to effect:	Party to pay:

Arrangements in respect of installations at termination:



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:	H22/004PF	Closing date:	21/11/2022
Advertising date:	27/10/2022	Validity period:	60 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.

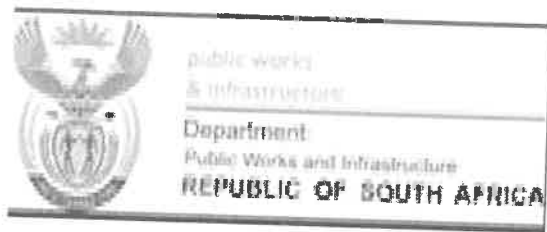
Name owner / authorised representative	Signature	Date

1. WITNESS:

Name of witness	Signature	Date

2. WITNESS:

Name of witness	Signature	Date



1. SPECIAL NOTE:

Please calculate your grand total from DPW-08.1(LS) and pricing schedules and transfer it to the PA-32 form (Invitation to Bid), failure to do so your bid will be considered as **NO OFFER and will be disqualified.**

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.

1 PROJECT PARTICULARS					
PROJECT:		LEASING: DEPARTMENT OF EMPLOYMENT AND LABOUR: GAUTENG: PROVINCIAL CHIEF DIRECTORATE: MAMELODI			
FILE NO.:		LABOUR CENTRE: ALTERNATIVE OFFICE ACCOMMODATION			
LEASE PERIOD:		5 YEARS			
3 PARKING SPACE: SUPPORT SPACE B					
SECURED & LOCABLE PARKING BAYS	8	18	144	PROVIDE PARKING & DELIVERY AREAS ACC MUNICIPAL REQUIREMENT: AS PER NORM	
OPEN PARKING	28	32	896	AS PER NORM	
Total Parking bays	36				
BACK-UP GENERATOR	1	18	18	AS PER NORM	
WATER TANK	1				
TOTAL NET SUPPORT SPACE B			1,058		
TOTAL NET SUPPORT SPACE A + B			1,932	>80%	788.7%
4 CORE SPACE PER WORKSPACE AREA					
ORGANISATION SUPPORT		65% Max		50 TO 80 % OF WORK-SPACE AREA	
CIRCULATION, TECHNICAL SUPPORT, FACILITIES MANAGEMENT AND ABLUTIONS ACC. SANS 10400			163.80	PROVIDE 1m2 PER CLEANER, MIN 8m2 PER REST ROOM WITH LOCKERS. PROVIDE ONE 6m2 CLEANER STORE ROOM PER 1350m2	
5 STRUCTURAL SPACE PER WORK, SUPPORT AND CORE SPACE AREA					
STRUCTURAL SPACE		10% Max		NOT EXCEEDING 10 %	
CONCRETE STRUCTURE, EXTERNAL ENVELOPE AND INTERNAL DIVISIONS			143.38		
GROSS LEASE AREA		#DIV/0!	2,481.15		
LETTABLE AREA			2,347.80	#DIV/0!	
LETTABLE AREA WITHOUT PARKING AREA			1,205.80	VERTICAL CIRCULATION, DUCTS INCLUDED	
TOTALS REFLECTED ARE ESTIMATED SPACE TO INFORM ACQUISITION OF LEASE ACCOMMODATION					
COST IMPLICATIONS & OTHER NOTES:					
COMPILED BY:					
V. van Deventer	SAO		2020/03/24		
Name:	Rank	Signature	Date		
DIRECTORATE: USER DEMAND MANAGEMENT					
CHECKED BY:					
Helene Nienaber	C Arch		25 March 2020		
Name	Rank	Signature	Date		
DIRECTORATE: ARCHITECTURAL SERVICES					
CONFIRMED BY CLIENT DEPARTMENT					
Client have approved needs with some m2 on 23/03/2020 BS.					
Name	Signature		Date		
NOTES					
* TOTAL NUMBER OF STAFF TO BE ENTERED					
** TOTAL NUMBER OF STAFF x 20 FILES EACH TO BE ENTERED					
*** TOTAL NUMBER OF STAFF x 20 FILES EACH x 5 YEARS TO BE ENTERED					
**** TOTAL NUMBER OF STAFF x 15% TO BE ENTERED					
***** TOTAL NUMBER OF STAFF x 30% TO BE ENTERED					
***** TOTAL NUMBER OF STAFF x 10% TO BE ENTERED					
EXPLANATORY NOTES					
A= SUPPORT SPACE					
B= SUPPORT SPACE- PARKING SPACE					
CORE SPACE PER WORKSPACE AREA					
PERCENTAGE X TOTAL NETT WORKING SPACE					
CORE SPACE PERCENTAGE CAN BE ALTERED TO ACCOMMODATE SPECIAL NEEDS OF THE CLIENTS. MINIMUM PARAMETER IS 50% AND MAXIMUM PARAMETER IS 65%					
STRUCTURAL SPACE PER WORK, SUPPORT AND CORE SPACE AREA					
10% X (TOTAL NETT WORKING SPACE+ TOAL SUPPORT SPACE INCL A AND B+ CORE SPACE) only garage structures included not normal parking					

ESTIMATED SPACE REQUIREMENTS FOR LEASING OF BUILDINGS					Version 0.2 10.04.19	
1 PROJECT PARTICULARS						
PROJECT :		LEASING: DEPARTMENT OF EMPLOYMENT AND LABOUR: GAUTENG: PROVINCIAL CHIEF DIRECTORATE: MAMELODI				
FILE NO. :		LABOUR CENTRE: ALTERNATIVE OFFICE ACCOMMODATION				
LEASE PERIOD:		5 YEARS				
2 WORKSPACE						
DESCRIPTION OF ROOM	NUMBER	SPATIAL REQUIREMENTS	ASSIGNABLE SQUARE METER	NORM	REMARKS	
	FTE'S					
EXECUTIVE MANAGEMENT INCL. MINISTERS				20-25m2		
POST 1 (16)	-			25	WORKSPACE ASSIGNED	
SENIOR MANAGEMENT				16-20m2		
POST 1 (10)	-			20	WORKSPACE ASSIGNED	
TECHNICAL & MANAGEMENT				8-16m2		
POST 1 (14)	-	18	-	18	WORKSPACE ASSIGNED	
POST 2 (13)	-	14	-	14	WORKSPACE ASSIGNED	
POST 3 (11/12)	2	12	24	12	WORKSPACE ASSIGNED	
POST 4 (9/10)	1	10	10	10	WORKSPACE ASSIGNED	
POST 5 (7/8)	10	8	80	8	WORKSPACE ASSIGNED	
ADMINISTRATION				6-8m2		
POST 1 (5/6)	22	8	132	8	WORKSPACE ASSIGNED / OPEN OFFICE	
POST 2 (3/4)	1	8	8	8	WORKSPACE ASSIGNED / OPEN OFFICE	
POST 3 (2)	-	8	-	8	WORKSPACE ASSIGNED / OPEN OFFICE	
TOTAL NET WORKSPACE (LESS CLEANERS)	36	7	252	-	<12m2	
3 SUPPORT SPACE PER WORKSPACE AREA A						
3 SUPPORT SPACE PER WORKSPACE AREA A						
RECEPTION	1	120.00	120			
LIBRARY	1	40.00	40			
BOARDROOM	1	100.00	100		TO BE DIVIDED INTO TWO. Bigger boardroom can be divided into two to assist Dept. Incases where bigger meetings is held and where Dept have two meetings at same time. (Motivation dated 23/03/2020)	
ADDITIONAL SPACE FOR CATERING	1	10.00	10		ATTACHED TO THE BOARDROOM	
YOUTH CENTRE DEVELOPMENT	1	40.00	40			
SERVER ROOM	1	12.00	12			
TRAINING ROOM	1	30.00	30			
COMMITTEE ROOMS (MANAGEMENT)	2	20.00	40		PER DIRECTORATE & CDPO	
INTERVIEW ROOM	1	40.00	40			
STRONG ROOMS	2	6.00	12		SECURITY & FINANCE	
REGISTRY FILES **	7	20.00	140		HRM FINANCE, UIF, CF, PES, ADMIN & IES: Motivate for different registries. When utilising Norm only 16m2 is allowed for whole office: Client indicated that these units are dealing with highly confidential files and each unit should have its own registry	
ARCHIVES / REGISTRY OLD RECORDS ***	1	50.00	50		5 YEAR CYCLE AS PER NORM	
SICK BAY/FIRST AID ROOM	1	12.00	12			
WELLNESS CENTRE	1	20.00	20		15% OF STAFF MEMBERS	
IT EQUIPMENT STORAGE	1	20.00	20			
UBS CABINET (PER FLOOR)	1	4.00	4			
KITCHEN PER FLOOR	3	6.00	18		PER FLOOR	
BREAK AWAY ROOM PER FLOOR	3	20.00	60		PER FLOOR	
PHOTOCOPY ROOM	4	6.00	24		PER FLOOR	
STORE ROOMS FOR CLEANING MATERIALS AND STATIONARY	2	20.00	40			
GENERAL STORE / SCM FOR NEW AND OLD FURNITURE	1	20.00	20			
SECURITY CONTROL ROOM / MANAGEMENT	1	12.00	12			
MOTHERS ROOM	1	10.00	10			
					30 TO 60 % OF WORKSPACE AREA	
					80% Max	
TOTAL NET SUPPORT SPACE A	-	-	874	>60%	346.8%	