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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR PROVISION OF:

Property description:	***PUBLIC SERVICE COMMISSIONS (PSC): CAPE TOWN: OPEN TENDER PROCEDURE OF FIVE (05) YEARS: LETTABLE GUIDELINE: 610,45M²AND 12 SAFE AND SECURED UNDER COVER PARKING BAYS***

Bid no:	CPTL56/23		
Advertising date:	14 December 2023	**Closing date:**	18 January 2024
Closing time:	11:00	**Validity period:**	84 **days**

1. **FUNCTIONALITY CRITERIA APPLICABLE YES ☐ NO ☒**
   Note 1: *Failure to meet minimum functionality score will result in the tenderer being disqualified.*

Functionality criteria:[1]	**Weighting factor:**
Total	**100 Points**

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

Minimum functionality score to qualify for further evaluation:	**N/A**

((Total minimum qualifying score for functionality is 50 percent, any deviation below or above the 50 percent, provide motivation below.

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

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

☒ Method 1 (Financial offer) ☐ Method 2 (Financial and Preference offer)

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

☒ **80/20** Preference points scoring system	☐ **90/10** Preference points scoring system	☐ **Either 80/20 or 90/10** Preference points scoring system

3. RESPONSIVENESS CRITERIA

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

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	The (DPWI-08 (LS)): Bid offer must be clearly completed by the bidder, with clear specification of the financial offer in terms of rental and tenant installation allowance offered by the bidder. The offer should be submitted as per the bid questionnaire which forms part of the bid documents.
4	☒	The building must be within the geographic boundaries specified in the bid documents.
5	☒	Use of correction fluid is prohibited.
6	☐	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
7	☒	• An Agent may bid on behalf of the owner of the Property however, the responsiveness of the bid shall be measured against the registered owner of the Property. • No points will be given to the Agent unless he/she is buying the property. • In case where a bidder intends to or is in the process of acquiring the property only one of the following signed agreements/documents i.e. offer to purchase, sale agreement or letter from the conveyancers with a Title deed of the owner must be submitted. • In case of the owner of the property a Title deed will be required. • Bidders must submit bank rating letter demonstrating the credit worthiness of the bidder.
8	☒	• ***The building or land offered must be in the CBD of Cape Town.*** • ***The distance from the said point of reference must be within 2km radius from Cape Town CBD, public transport.*** • ***If the parking provided is offsite it must not be more than 100 metres from the property offered.*** • ***Where the offered building is a shared facility, space provided must be on continuous floors without any disturbances with other tenants.*** • ***The bidder must attach a locality map, e.g. a Google printout for the building and parking offered off site.***
9	☒	***The bidder must provide proof of the space required in the form of drawings / floor plans.***
10	☒	***The bidder must submit an approved Town Planning Certificate or Zoning certificate from the relevant Municipality confirming the offered property is zoned for commercial/ business/office.***

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

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

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

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

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

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

<u>Table 1</u>

☒ **Category A**	Refers to segment where a property is owned by an enterprise(s) or individual(s) which are not less than. 51% Black ownership 51% Black managed 51% Black controlled and **Enterprises in this category, depending on the requirements of the User Department qualify for leases of greater than 5 years.**
☒ **Category B**	Refers to segment where a property is owned by an enterprise(s) or individual(s) which have not less than. 20% Black ownership

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

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

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

Table 2

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

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

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

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

Table 3

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

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

6. COLLECTION OF BID DOCUMENTS:

☒ Bid documents may be collected during working hours at the following address ***Room 941 Customs House Building, Lower Heerengracht Street, Foreshore, Cape Town.***

☒ A non-refundable bid deposit of ***R200,00*** is payable, (Cash only) is required on collection of the bid documents.

☐ A compulsory pre bid meeting with representatives of the Department of Public Works will take place at N/A.

7. ENQUIRIES

7.1. Technical enquiries may be addressed to:

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

7.2. SCM enquiries may be addressed to:

SCM Official	Zodwa Tshoba	**Telephone no:**	021 402 2345
Cellular phone no	N/A	**Fax no:**	
E-mail	Zodwa.tshoba@dpw.gov.za		

8. DEPOSIT / RETURN OF BID DOCUMENTS:

8.1. Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

8.2. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.

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

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

ANNEXURE A:

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

SABS/SANS 400 – 1900: National Building Regulations (Section S)

SABS/SANS 10400 – S: 2011: Facilities for persons with disabilities.

DPW: Standard Guidelines for the Design of Accessible Buildings (Facilities for people with Disabilities): March 2001.

2. **Asset Management:**

Ensure that all State-owned and leased accommodation is optimally utilised before new, Additional or alternative accommodation is procured.

If suitable State-owned building is identified please revert back to KAM to engage with Portfolio Performance Monitoring: (Portfolio Analysis) to undertake a viability study.

Portfolio Performance Monitoring: (Portfolio Analysis) to provide technical report indicating the Estimated cost for refurbishment and to ensure compliance with building regulations.

3. **Energy Efficiency**

Ensure compliance to:-

SANS 10400 and SANS 204 regarding energy efficiency

4. **Reporting Framework:**

Provide the Chief Directorate: KAM HO & Customer Billing Head Office with the following Leasing information for billing purposes:-

Building Name

Cost per m² and monthly rental

Total area leased

Number of parking bays and cost per parking bay

Lease commencement and expiry date

Lease period

Occupation date

Ensure that a copy of the signed lease agreement is forwarded to the client for information, record keeping and budgetary purposes.

SERI/ NO	DESCRIPTION OF ROOM		PROPOSED NUMBER OF OFFICES	NORM PER OFFICE IN M2	ASM	REMARKS
	ASSIGNABLE AREA 80%					
	PROVINCIAL OFFICE OF THE PSC					
	OFFICE STAFF	SALARY LEVEL				
1	COMMISSIONER	15	1	40.00	40.00	COMMISSION AND EXECUTIVE MANAGEMENT
2	PROVINCIAL DIRECTOR	13	1	20.00	20.00	ENCLOSED OFFICE
3	DEPUTY DIRECTOR	12	4	20.00	80.00	ENCLOSED OFFICE
4	ASSISTANT DIRECTOR	10	3	16.00	48.00	ENCLOSED OFFICE
5	ADMIN OFFICIAL	7	1	8.00	8.00	ENCLOSED OFFICE
6	WAITING ROOM AND RECEPTION		1	40.00	40.00	
7	COUNTER		1	8.00	8.00	
8	AREA INFRONT OF COUNTER		1	6.00	6.00	
9	RECEPTION (AREA BEHIND COUNTER)		1	6.00	6.00	
10	UTILITY ROOM / OFFICE CLEANE	2	1	6.00	6.00	ENCLOSED OFFICE (CLEANER CHANGING ROOM AND CLEANING MATERIAL STORE)
11	GENERAL STORE		1	30.00	30.00	REDUNDANT,OBSOLETE AND UNSERVICEABLE ASSETS/ASSETS NOT IN USED
12	STRONG ROOM		1	9.00	9.00	SAFE KEEPING
13	SMALL BOARDROOM		1	24.00	24.00	15 PEOPLE
14	REGISTRY/FILLING ROOM		2	30.00	60.00	ENCLOSED OFFICE
15	MACHINE ROOM (PHOTOCOPY/FAX)		1	30.00	30.00	OPEN PLAN OFFICE
16	SERVER ROOM		1	25.00	25.00	ENCLOSED OFFICE
17	CONSULTATION ROOM		1	25.00	25.00	ENCLOSED OFFICE
18	KITCHEN		1	30.00	30.00	ENCLOSED OFFICE
				SUB TOTAL	493.00	
	PARLIAMENTARY OFFICE OF THE PSC					
1	CHAIRPERSON	15	1	40.00	40.00	ENCLOSED OFFICE
2	DEPUTY DIRECTOR (DD)	12	1	20.00	20.00	ENCLOSED OFFICE
3	ADMIN OFFICIALS	5	2	9.00	18.00	ENCLOSED OFFICE
4	BOARDROOM		1	50.00	50.00	
				SUB TOTAL	128.00	
				TOTAL	618.00	
	PARKING		No. of Parking Bays			
	CHAIRPERSON		1			
	DIRECTOR-GENERAL		1			
	DEPUTY DIRECTOR		1			
	COMMISSIONER		1			
	PROVINCIAL DIRECTOR		1			
	DEPUTY DIRECTOR		4			
	VISITORS		2			
	FLEET VEHICLES		1			
	TOTAL		12			

APPROVED BY THE DIRECTOR-GENERAL

DATE: 03/12/19

(5)

public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

USER SPECIFIED ACCOMMODATION SCHEDULE (To be completed and attached by the User Department to leased accommodation requests)		
1.	USER DEPARTMENT:	THE PARLIAMENTARY OFFICE AND THE WESTERN CAPE PROVINCIAL OFFICE OF THE PUBLIC SERVICE COMMISSION
2.	ACCOMMODATION REQUIREMENT:	Mark with X if applicable
2.1.	New	
2.2.	Additional	
2.3.	Alternative	X
2.4.	Renewal	
2.5.	Renewal and additional	
2.6.	Alterations to existing accommodation	
	Specify:	
3.	RECOMMENDED LEASE PERIOD:	5 years
4.	ACCOMMODATION TYPE:	Mark with X where applicable
4.1.	Office	X
4.2.	Parking	12 Parking Bays
4.3.	Functional	
4.4.	Residential	
4.5.	Storage	
4.6.	Other	
	Specify:	
5.	PREFERRED LOCATION: (TOWN/SUBURB)	CAPE TOWN CBD
5.1	LOCALITY	Mark with X where applicable
5.1.1.	Central	X
5.1.2.	Decentralised (outskirts of CDB)	
5.1.3.	Industrial	
5.1.4.	Residential	
5.1.5.	Township	
5.1.6.	Farm	
5.1.7.	Other:	
6.	BUILDING SPECIFICATIONS:	Mark with X where applicable
6.1.	Cellular building (stand alone)	X
6.2.	Multi-tenanted	X

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6.3.	Ground floor	
6.4.	Other	
7.	USER SPECIFIED REQUIREMENTS: * Specifications to be attached (where available)	
7.1.	SECURITY MEASURES	
7.1.1.	Basic (specify)	X
7.1.2.	Advanced (specify)	
7.1.3.	Specialised (specify)	
7.2.	ELECTRICAL (SPECIFY)	
7.2.1.	Energy efficiency	X
7.2.2.	Generators	
7.2.3.	Other	
7.3.	ACCESSIBILITY: (SPECIFY)	
7.3.1.	Proximity to specific service providers(specify)	Central to Provincial Departments
7.3.2.	Near to public transport nodes (specify)	Central Station
7.3.3.	Facilities for physically challenged (specify) (Pre-requisite responsive bid criteria)	• Access to people with Disabilities. • Voice activated Lifts • Braille signage on lifts
7.4.	Corporate image/internal finishings (specify)	• Corporate Signage
8.	Additional comments:	

SIGNATURE OF DIRECTOR-GENERAL

DATE: 03/12/19

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ESTIMATED SPACE REQUIREMENTS FOR LEASING OF BUILDINGS

Version 0.2 10.04.19

1 PROJECT PARTICULARS

PROJECT :	LEASING: PROCUREMENT OF ALTERNATIVE ACCOMMODATION FOR THE WESTERN CAPE PROVINCIAL AND PARLIAMENTARY OFFICES OF THE PUBLIC SERVICE COMMISSION
FILE NO. :	
LEASE PERIOD:	6 YEARS

2 WORKSPACE

DESCRIPTION OF ROOM	NUMBER FTE'S	SPATIAL REQUIREMENTS	ASSIGNABLE SQUARE METER	NORM	REMARKS
EXECUTIVE MANAGEMENT INCL. MINISTERS					
POST 1 (16)	1	25	25	20-25m2 / 20	WORKSPACE ASSIGNED
SENIOR MANAGEMENT					
POST 1 (15)	1	20	20	16-20m2 / 20	WORKSPACE ASSIGNED
TECHNICAL & MANAGEMENT					
POST 1 (14)	-	16	-	8-16m2 / 16	WORKSPACE ASSIGNED
POST 2 (13)	1	14	14	14	WORKSPACE ASSIGNED
POST 3 (11/12)	5	12	60	12	WORKSPACE ASSIGNED
POST 4 (9/10)	3	10	30	10	WORKSPACE ASSIGNED
POST 5 (7/8)	1	8	8	8	WORKSPACE ASSIGNED
ADMINISTRATION					
POST 1 (6/8)	2	8	16	6-8m2 / 8	WORKSPACE ASSIGNED / OPEN OFFICE
POST 2 (3/4)	-	6	-	6	WORKSPACE ASSIGNED / OPEN OFFICE
POST 3 (2)	-	6	-	6	WORKSPACE ASSIGNED / OPEN OFFICE
TOTAL NET WORKING SPACE (LESS CLEANERS)	14		103		<12m2

3 SUPPORT SPACE PER WORKSPACE AREA

3.1 SUPPORT SPACE PER WORKSPACE AREA A

EXECUTIVE MANAGEMENT BOARDROOM	2	15	30		INCLUDED IN MANAGEMENT AREA
EXECUTIVE MANAGEMENT KITCHENETTE	2	4.00	8		INCLUDED IN MANAGEMENT AREA
WAITING ROOM AND RECEPTION	1	40.00	40		
COUNTER	1	6.00	6		
AREA IN FRONT OF COUNTER	1	6.00	6		
RECEPTION AREA BEHIND COUNTER	1	6.00	6		
UTILITY ROOM OFFICE CLEANER	1	6.00	6		
GENERAL STORE	1	30.00	30		
STRONG ROOMS	1	9.00	9		
BOARDROOM	15	1.80	27		REVISED TO NORM
SMALL BOARDROOM	1	50.00	50		
REGISTRY / FILLING ROOM	2	30.00	60		
MACHINE ROOM (PHOTOCOPY/FAX)	2	10.00	30		SPLIT INTO VARIOUS UNITS AND MANAGEMENT
SERVER ROOM	1	35.00	35		
CONSULTATION ROOM	1	25.00	25		
KITCHEN	1	8.00	8		REVISED TO NORM
TEAROOM/ BREAK AWAY ROOM	1	22.00	22		REVISED TO NORM
TOTAL NET SUPPORT SPACE A			358		

3.2 PARKING SPACE: SUPPORT SPACE B

PARKING SPACE	-	32	-		PROVIDE PARKING & DELIVERY AREAS ACC MUNICIPAL REQUIREMENT

	GARAGES					
	PARKING BAYS	12	18			
	TOTAL NET SUPPORT SPACE B					
	TOTAL NET SUPPORT SPACE A + B					
4	CORE SPACE PER WORKSPACE AREA			388		
	ORGANISATION SUPPORT		65% Max			50 TO 60 % OF WORK-SPACE AREA
	CIRCULATION , TECHNICAL SUPPORT , FACILITIES MANAGEMENT AND ABLUTIONS ACC. SANS 10400					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			99.45		
	STRUCTURAL SPACE		10% Max			NOT EXCEEDING 10 %
	CONCRETE STRUCTURE , EXTERNAL EN-VELOPE AND INTERNAL DIVISIONS			51.05		
6	GROSS LEASE AREA					
7	LETTABLE AREA			877.80		
8	LETTABLE AREA WITHOUT PARKING AREA			810.45		
	TOTALS REFLECTED ARE ESTIMATED SPACE TO INFORM ACQUISITION OF LEASE ACCOMMODATION			810.45		VENTILATION, CIRCULATION, DUCTS INCLUDED

COST IMPLICATIONS & OTHER NOTES:

COMPILED BY:

Ndlovuwo — Name; AC — Rank; Signature; DIRECTORATE: USER DEMAND MANAGEMENT; 09-Dec-2019 — Date

CHECKED BY:

MR NIENABER — Name; C ARCH — Rank; Signature; DIRECTORATE: ARCHITECTURAL SERVICES; 9 DEC 2019 — Date

CONFIRMED BY CLIENT DEPARTMENT

Dovhan-Mamphiswana — Name; Signature; 21/01/2020 — Date

PA-09 (LS): LIST OF RETURNABLE DOCUMENTS

Property description:	***PUBLIC SERVICE COMMISSIONS (PSC) CAPE TOWN: OPEN TENDER FOR A PERIOD OF FIVE YEARS (05): LETTABLE GUIDELINE: 610,45M2 AND 12 SAFE AND SECURED PARKING BAYS.***		
Property Manager:	C. DE KLERK	**Bid / Quote no:**	CPTL56/23
Receipt Number:			

1. **THE BIDDER MUST COMPLETE THE FOLLOWING RETUNABLE DOCUMENTS:**
(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	**Number of Pages:**	**Returnable document:**
PA-04 (LS): NOTICE AND INVITATION TO BID (Inclusive of Client Needs Assessment)	13 Pages	☐
PA-10 (LS): IMPORTANT CONDITIONS OF BID	1 Pages	☐
PA-11 (LS): BIDDER'S DISCLOSURE	3 Pages	☐
PA-15.1: RESOLUTION OF BOARD OF DIRECTOR	2 Pages	☐
PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES	2 Pages	☐
PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES	3 Pages	☐
PA-16: PREFERENCE CERTIFICATE	10 Pages	☐
STANDARED LEASE AGREEMENT (DRAFT) initial all pages	26 Pages	☐
DPW-08.3: (LS): BID OFFER - OFFICE ACCOMMODATION	3 Pages	☐
DPW-11.1(LS): SPECIFICATION ON MINIMUM REQUIREMENTS	3 Pages	☐
DPW-12 (LS): OCCUPATIONAL HEALTH AND SAFETY ACT CERFICATE	1 Pages	☐
PA-40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT	2 Pages	☐
FLOOR PLANS/DRAWINGS AS PROOF OF SPACE REQUIRED	Pages	☐
TOWN PLANNING CERTIFICATE	Pages	☐
ZONING CERTIFICATE	Pages	☐
LOCALITY MAP e.g GOOGLE PRINTOUT	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

Name of Bidder	Signature	Date

PA-10 (LS): IMPORTANT CONDITIONS OF BID

Bid no:	CPTL56/23	**Closing date:**	18 January 2024
Advertising date:	14 December 2023	**Validity period:**	84 **days**

1. Bids that are not accompanied by written proof that the bidder is authorised to offer the accommodation for leasing will not be considered.
2. The only or lowest offer will not necessarily be accepted.
3. 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.
4. 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.
5. 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.**
6. 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.**
7. 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.
8. 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.
9. 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.
10. No bids sent by facsimile will be accepted.
11. Bidders are welcome to be present at the opening of bids.
12. This annexure is part of the bid documentation and must be signed by the bidder and attached.
13. 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.
14. 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.
15. 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.
16. Failure to comply with the above-mentioned conditions may invalidate a bid.

BIDDER'S SIGNATURE:

Name of Bidder	Signature	Capacity	Date

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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:

1. 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)*

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

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

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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)

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
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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

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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: _____

_____

_____

_____ (Postal code)_____

Postal Address: _____

_____

_____

_____(Postal code)_____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
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3			
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5			
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13			
14			
15			

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

Note:

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

public works
& infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 **Preference Points System to be applied**

(*tick whichever is applicable*).

☒ The applicable preference point system for this tender is the **80/20** preference point system.

☐ The applicable preference point system for this tender is the **90/10** preference point system.

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

1.3 **Points for this tender shall be awarded for:**

1.3.1 Price; and

1.3.2 Specific Goals

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

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

1.5 **Breakdown Allocation of Specific Goals Points**

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

Table 1

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

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

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

Table 2

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

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

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

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

Table 3

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

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

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

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal

of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which

states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

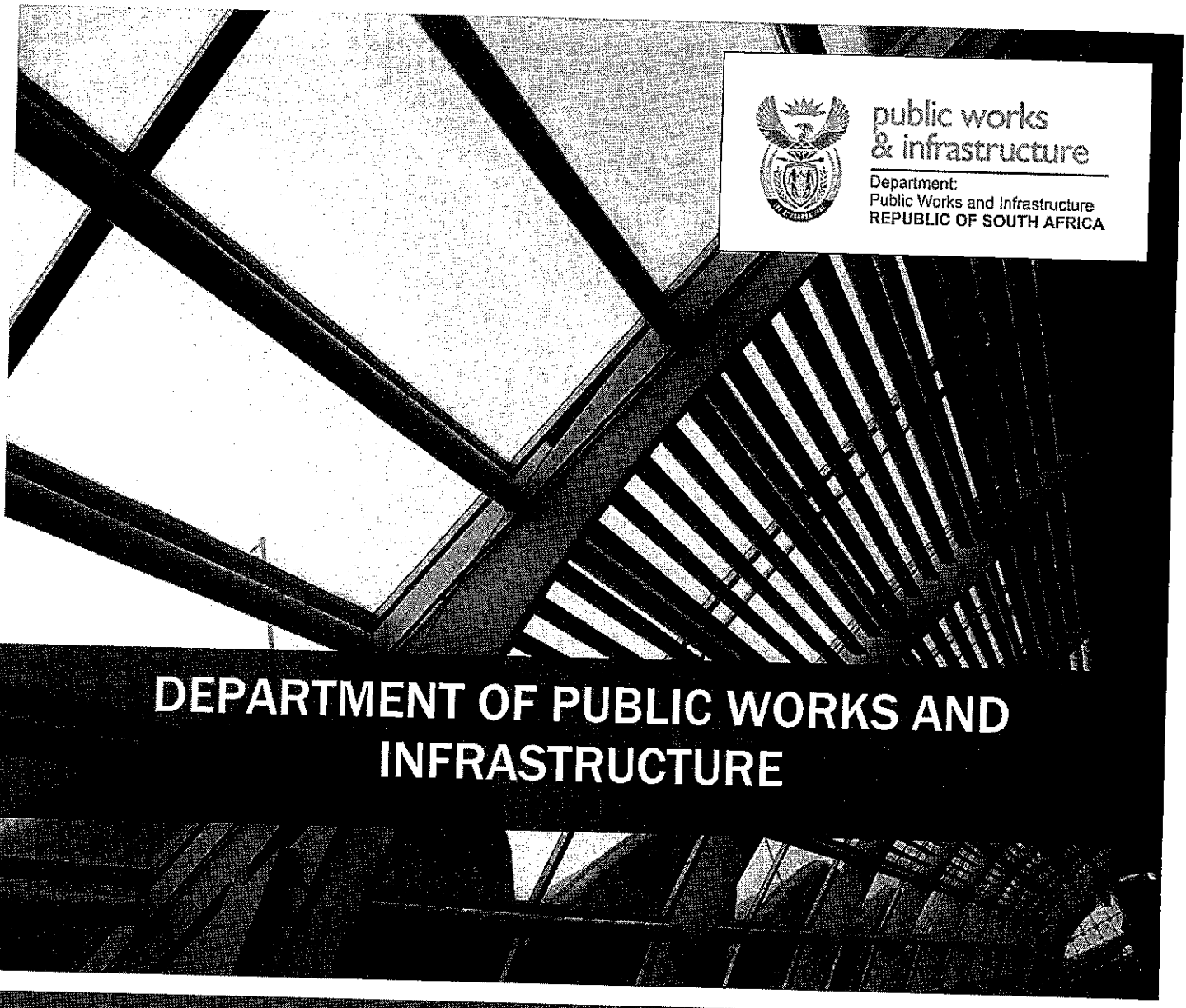
DATE: .....

ADDRESS: .....

.....

.....

.....



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

STANDARD LEASE AGREEMENT FOR OFFICE AND FUNCTIONAL ACCOMMODATION

BUILDING NAME AND ADDRESS

CLIENT NAME

public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

STANDARD LEASE AGREEMENT FOR OFFICE AND FUNCTIONAL ACCOMMODATION

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1 PARTIES

The parties to this agreement are:

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

and

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

2 DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 The clause headings of this agreement have been inserted for reference purposes only and shall not be taken into account in its interpretation. Unless the context indicates otherwise, words importing the singular shall include the plural, words importing persons shall include natural persons and legal persons and the state and *vice versa*;

2.3 If a provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive provision in the body of the agreement, notwithstanding that it is in the definitions clause.

2.4 Any reference to an enactment, regulation, rule or by-law is to that enactment, regulation, rule or by-law as at the signature date, and as amended or replaced from time to time.

2.5 Where any number of days is prescribed, such number shall exclude the first and include the last day, unless the last day falls on a Saturday, Sunday or public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

2.6 The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording succeeding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s.

2.7 The expiration or termination of this agreement shall not affect those provisions of this agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or

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

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

3 THE LEASE

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

4 DURATION AND RENEWAL

4.1 This agreement shall commence on the commencement date and shall endure for the period as specified in item 3 of Schedule A as the initial lease period.

4.2 Upon the expiry of the initial lease period, the lessee shall have the option of renewing this agreement. The parties will agree on a market related rental for the premises however the annual escalation rate applicable during the secondary lease period shall be limited to headline inflation or the escalation rate applicable during the initial lease period, whichever is the greater;

4.3 All extensions to the lease period in this agreement, and any changes to the terms and conditions of lease during such extended period, shall be concluded in writing and signed by the parties prior to the termination date or expiry of any extended period, as the case may be.

5 THE RENTAL

5.1 During the initial lease period, with effect from the commencement date, the monthly rental payable by the lessee to the lessor shall be as specified in Schedule B.

5.2 The lease commences with the commencement rental where after the rental shall escalate each year, on each adjustment date, in accordance with the compounded escalation rate as set out in item 9 on Schedule A.

5.3 The lessor warrants that the space and parking leased is/are as indicated in the Schedule B. Should it be discovered that the space or parking provided is/are lesser, any amount paid for the non-existent space and/or parking will be recovered as per clause 10.

5.4 For leases longer than five (5) years, the rate or tariff agreed between the parties shall be subject to review after the expiry of the fifth year (i.e. de-escalation). The object of the review will be to bring the rates in line with the market, should the parties not agree on the review rate or tariff (as provided in Schedule B), the matter will be resolved as per the Dispute resolution clause beneath.

5.5 The rental shall be paid by the lessee to the lessor, monthly in advance on or before the 7th (seventh) day of each and every month.

5.6 All payments made by the lessee to the lessor in terms of this agreement, shall be effected by electronic payment directly into the lessor's nominated bank account.

5.7 The parties agree that all rentals payable in terms of this agreement shall include VAT where such tax is payable. The lessor shall specify such tax for record and tax purposes separately from the basic rental.

5.8 The lessee undertakes to pay all VAT, at the standard rate applicable from time to time, leviable on any amounts payable by the lessee in terms of this agreement.

5.9 The lessor shall be liable to pay all rates, taxes, other regulatory amounts and levies in respect of the premises to the relevant authority as well as any expenses and increases.

6 USE OF THE PREMISES

6.1 The lessee records that she/he will use the premises for the purpose specified in item 5 of Schedule A and for any legitimate Government purpose. Where the lessee uses the premises for a purpose other than its intended purpose, the onus shall rest on the lessee to obtain and maintain all necessary permits and/or consents for the use of the premises for that purpose.

6.2 The lessor hereby warrants and undertakes that the premises are fit for use for the purpose set out in item 5 of Schedule A.

6.3 The lessor shall be obliged to obtain such consents and authorisations (excluding trade and other licences) as may be required by competent authorities or title conditions to enable the lessee to use the premises for the purpose referred to in 6.1.

7 OCCUPATION OF THE PREMISES

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

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

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

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

Lifts
Electrical Certificate
Firefighting equipment
Gas Installation
Glass certificate
Air-Conditioning Units

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

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

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

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

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

8.6 The items recorded in the list contemplated in clause 0 shall be replaced as per agreement between the parties. Should the parties fail to reach such an agreement within seven (7) days from the date of delivery of the lists to the lessee, the dispute may by agreement between the parties be referred to an independent professional who shall act as a mediator in an attempt to resolve the dispute.

9 FIXTURES

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

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

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

10 EXPENSES, MAINTENANCE AND REPAIRS

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

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

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

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

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

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

11 OBLIGATIONS OF THE LESSOR

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

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

11.2 Insuring the building as provided for in clause 13 below;

11.3 Installation and maintenance of mechanical and fire services equipment, including fire detection equipment, fair wear and tear excepted, as further stipulated in clause 14 hereof;

11.4 Landscape maintenance of the premises, if applicable;

11.5 Providing, at the lessor's expense, all electric, fluorescent, and incandescent light bulbs required in the premises;

11.6 Maintenance of, and for all repairs and replacements becoming necessary from time to time in or to, the roofs and outside walls of the buildings including the maintenance and repair of the structure of the buildings, and all systems, works and installations contained therein;

11.7 Maintaining in good order and condition the exterior, roof, gutters and down-pipes of the premises and shall make good any structural defects, other than damage caused by the lessee;

11.8 Normal maintenance and repairs (including painting) of both the exterior and interior of the premises, including the cleaning of the exterior of the premises as well as windows, in a high rise building;

11.9 Operation (including maintenance and repairs) of the air-conditioning system and the lifts during normal office hours or during such times as may be agreed upon;

11.10 Water and electricity consumption to the extent that these are not separately metered for the lessee;

11.11 Municipal rates (existing and future) levied on ownership (including rates increases);

11.12 Installation and maintenance of the fire extinguishing and fire detection equipment as stipulated in clause 14; and

11.13 Replacement of floor covering (carpeting etc.) at the expiry of their agreed lifetime which in the case of carpeting is 5 years from the date of installation;

11.14 Submission of valid annual tax certificate/sustain CSD compliance throughout the lease;

11.15 Compliance with Occupational Health and Safety and Act (Act No. 85 of 1993);

11.16 Compliance with Department of Labour's applicable standards annually – Certification of Occupation;

11.17 Quarterly fumigation of the premises. Without prejudice to any rights and/or remedies available to the lessor in terms of this agreement, where any losses, expenses, costs, damages or breakages are attributable to any act or omission of the lessee and/or negligence or wilful intent of the lessee, the lessor shall be entitled to attend to the necessary and recover the reasonable cost thereof from the lessee.

11.18 Should the Lessee/occupant be deprived of the full use and enjoyment of the premises through acts or omissions of the lessor e.g. non-functioning air conditioning system, lifts, water shortage etc, the lessee will be entitled to a pro rata reduction in the rental amount.

12 OBLIGATIONS OF THE LESSEE

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

12.1 Not use the premises or allow them to be used, in whole or part, for any purpose other than that of the business;

12.2 Take good and proper care of the interior of the buildings;

12.3 Be responsible for all reasonable security, manned or otherwise, necessary to protect the premises;

12.4 Not cause or commit any unreasonable nuisance on the premises or cause any annoyance or discomfort to neighbours or the public;

12.5 Not unreasonably leave refuse or allow it to accumulate in or about the premises;

12.6 Refrain from interfering with the electrical, plumbing, or gas installations or systems serving the premises;

12.7 Take all reasonable measures to prevent blockages and obstructions from occurring in drains, sewerage pipes and water pipes serving the premises;

12.8 At all times comply with any law, by-law or regulation of the local authority relating to the conduct of its business at the premises and also with the conditions of the title deed under which the premises are held by the lessor;

12.9 Not be permitted to place such electrical or other signage on the exterior of the premises without the prior written consent of the lessor;

12.10 Forthwith disclose in writing to the lessor details of any act, matter or thing, stored or carried out upon the premises which may affect, vitiate or endanger the fire insurance policy in respect of the property or which may result in an increase of the fire insurance premium;

12.11 Undertake domestic cleaning of the interior of the premises, including domestic services such as the provision of toilet paper, soap, towels, etc.; excluding common areas;

12.12 Be responsible for the costs of water, electricity and sewerage consumption to the extent that these are separately metered as fully set out in clause 10 above; and

12.13 Be responsible for the costs of refuse removal and sanitary services.

13 INSURANCE

13.1 The lessor shall comprehensively insure the property and the building, and the lessor's fittings at its replacement value, at the lessor's own risk and cost.

13.2 The lessee and the occupant may not after the commencement of the lease do, or allow anything that is contrary to the provisions of the insurance policy, which will cause an increase in the premiums of any insurance policy held by the lessor over the property, provided that the conditions or the insurance policy will be communicated in writing to the lessee from time to time.

13.3 Should the lessee knowingly do or cause to be done anything that causes an increase in the premiums of such insurance policy, the lessee will be liable for the increase in the

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

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

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

14 FIRE FIGHTING EQUIPMENT AND LIFTS

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

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

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

15 ALTERATIONS, ADDITIONS AND IMPROVEMENTS

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

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

15.2 Notwithstanding the aforesaid, the lessee shall be entitled to make any non- structural alterations or additions to the interior of the premises with~~out~~ the lessor's prior written consent, provided that the lessee may, on the expiration of this agreement, remove such non-structural alterations or additions as it may have made, provided that simultaneously with any such removal, it reinstates the premises or part of the premises in question, at the lessee's cost, to their same condition (fair, wear and tear excepted) as they were in prior to the carrying out of such alterations or additions.

16 DAMAGE TO OR DESTRUCTION OF THE PREMISES

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

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

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

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

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

17 BREACH

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

17.1.1. the rental or any other amount payable by the lessee in terms of this agreement not be paid by due date or should the lessee commit or suffer or permit the commission of any breach of any of the remaining conditions of this agreement and fail to pay such rental or amount or to remedy such breach within 30 (thirty) days after receipt of written notice by the lessor requiring it to do so, or such longer period as may be reasonable in the circumstances,

17.1.2. subject to due process of law, the lessor shall be entitled to claim specific performance, cancel this agreement and retake possession of the premises (without prejudice to any of its other rights under this agreement or at all) and /or claim damages.

17.1.3. should the lessor and subsequent to an alleged breach by lessee or expiry of the lease, disturb the peaceful possession of the premises by the lessee without following due process of law and thereby disrupt government services, the lessor will be liable to compensate the lessee and occupant. The parties hereby agree that the compensation payable for each day of disruption will be the equivalent of a total monthly rental last payable in terms of this lease i.e. 2 days of disturbance/disruption the compensation is the equivalent of 2 monthly rentals. This clause does not limit or preclude the lessee or occupant's common law delictual rights and remedy should the actual loss suffered be more than the compensation provided for in this clause,

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

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

18 MANAGEMENT RULES

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

19 LESSORS RIGHT OF ENTRY AND CARRYING OUT OF WORKS

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

20 CESSION, ASSIGNMENT AND SUB-LETTING

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

20.1 cede or assign all or any of the rights and obligations of the lessee under this agreement; or

20.2 sublet the premises in whole or in part; or

20.3 give up possession of the premises or any portion thereof to any third party.

21 NON-WAIVER

21.1 Neither party shall be regarded as having waived, or been precluded in any way from exercising, any right under or arising from this agreement by reason of such party having at any time granted any extension of time for or having shown any indulgence to the other party with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of any right of action against the other party.

21.2 The failure of either party to comply with any non-material provision of this agreement shall not excuse the other parties from performing their obligations hereunder fully and timeously.

22 RIGHT OF FIRST REFUSAL

22.1 The Lessor hereby grants to the Lessee and the Lessee hereby accepts the right of first refusal to purchase the property.

22.2 Pursuant to the right granted by the Lessor in favour of the Lessee in 22.1, the Lessor shall not dispose of any part or whole of the property at any time except in accordance with the following circumstances;

22.2.1 if the Lessor intends to so dispose, the Lessor shall deliver to the Lessee a written notice offering ("the offer notice) so to dispose, to the Lessee at a consideration (which shall sound in money in South African currency) and on such terms as may be stipulated in the offer notice; and

22.2.2 the Lessee may, at any time within 60 days after the receipt of the offer notice, accept it by giving written notice to the Lessor to that effect.

22.3 If the Lessee does not accept the offer within the aforesaid period, the Lessor may dispose of the property on terms no more favourable than the terms contained in the offer

notice within a period of 90 (ninety) days after the Lessee has rejected the offer, whereafter the Lessor shall again be obliged to follow the procedure in clause.

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

23 SALE OF PREMISES

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

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

24 WHOLE AGREEMENT

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

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

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

25 DOMICILIUM CITANDI ET EXECUTANDI

25.1 The parties respectively choose as *domicilium citandi et executandi* and as the address for the serving of notices the address appearing underneath their names in Schedule A

(and the lessor is explicitly barred from serving such notices on officials and offices in the Regions/Provinces).

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

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

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

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

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

26 WARRANTY OF AUTHORITY

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

27 SEVERABILITY

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

provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

28. SUSPENSIVE CONDITION

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

29. DISPUTE RESOLUTION

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

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

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

30. ARBITRATION

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

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

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

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

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

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

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

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

SIGNED AT..... ON THIS THE .....DAY OF..... 20.....

WITNESSES

1. .....
FULL NAME AND SIGNATURE

2. .....
FULL NAME AND SIGNATURE

.....

SIGNATURE OF LESSOR / REPRESENTATIVE

.....

FULL NAMES

Duly authorised as per attached resolution.

SIGNED AT..... ON THIS THE .....DAY OF..... 20.....

WITNESSES

1. .....
FULL NAME AND SIGNATURE

2. .....
FULL NAME AND SIGNATURE

.....

SIGNATURE OF LESSEE / REPRESENTATIVE

.....

FULL NAMES

.....

CAPACITY

Duly authorised as per Departmental delegation dated .....

SIGNED AT..... ON THIS THE .....DAY OF..... 20.....

.....

SIGNATURE OF OCCUPANT

.....

FULL NAME

.....

CAPACITY

Duly authorised as per Departmental delegation dated .....

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

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

Bid no:	CPTLS61/23	**Closing date:**	18 January 2024
Advertising date:	14 December 2023	**Validity period:**	84 days

1. ACCOMMODATION PARTICULARS

Name of Company	
Erf no. / Name and address of building	
Title Deed Number of property offered (Provide certified copy of the Title Deed)	
Market value / Municipal valuation of building	m²
Gross floor area of accommodation	
Date accommodation may be used	
Commencement date of lease	
Lease period	years
Option period	years
Value Added Tax Number	

1.1 OFFER: (COMPULSORY FOR ALL BIDDERS)

	Offices	**Stores**	**Parking**
Lettable area	m²	m²	
Parking bays			
Rental per month	R	R	R
VAT per month	R	R	R
Total per month	R	R	R

Tariffs	R /m²	R /m²	R / bay
VAT	R /m²	R /m²	R /bay
Total (1)	R /m²	R /m²	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

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

Total bid price*		
Total bid price (VAT incl.)		
Total Bid price in words		

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)
Note: the price stated in words will take precedence over the price in figures where figures are not clear
Note: the total bid price should include the costs (offices, parking, stores, operating costs and escalation)
Note: the award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as a firm and final offer.

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

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

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

*Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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 Firefighting equipment			
2.4.4 Cost of alterations			

Note: the state is not prepared to accept responsibility for services or costs involved within grey coloured columns. (Indicate where applicable)
Note: the price stated in words will take precedence over the price in figures where figures are not clear
Note: the total bid price should include the costs (offices, parking, stores, operating costs and escalation)
Note: the award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as a firm and final offer.

3. NATIONAL BUILDING REGULATIONS:

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

4. PARTICULARS FOR PAYMENT OF RENTAL:

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

5. INCOME TAX REFERENCE NUMBER:

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

Signature of Owner / Duly Authorised Representative	Date

Note: the state is not prepared to accept responsibility for services or costs involved within grey coloured columns. (Indicate where applicable)
Note: the price stated in words will take precedence over the price in figures where figures are not clear
Note: the total bid price should include the costs (offices, parking, stores, operating costs and escalation)
Note: the award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as a firm and final offer.

public works
& infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF BID

1. DOCUMENTS TO BE SUBMITTED

The following documents should accompany the tender documentation.

1.1 Copy of the founding statement (CK1), if the firm is a Close Corporation.

1.2 Articles of Agreement, (CM1) and shareholding certificates endorsed by an auditor if the firm is a Company for the bidding entity. If the property offered is held by the holding company which is not the tendering entity, the shareholding certificates of that holding entity must be submitted as well.

1.3 Articles of Association and shareholding certificate, endorsed by an auditor, if the firm as a private company (Pty) Ltd. If the property offered is held by the holding company which is not the tendering entity, the shareholding certificates of that holding entity must be submitted as well.

1.4 In the event of the bidder being a public company, a letter from their auditor, certifying their status as a public company and attached thereto, a copy of the bidder's Articles of Agreement.

2. SPECIAL CONDITION BEFORE OCCUPATION

2.1 In the event of an existing building, the building must be available for occupation by the Deparment by no later than **four (04) months** after the approved space plans. In the case of a vacant site, the building **MUST** be available for occupation by the Department by no later than **Sixteen (16) months** after the award of tender (four (4) months to obtain the all necessary approvals from the Municipality and twelve (12) months to complete the construction of the building and to obtain Occupational Certificate).

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

2.3 The building must have a water tank with a minimum capacity of 15,000 litres to supply water to the building during water scarcity or outages.

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

3. BBBEE CERTIFICATE

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

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

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

5. INSURANCE CLAIMS, ETC.

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

6. PRICE ESCALATION

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

7. DURATION OF CONTRACT

7.1 The contract duration is for a period of five (05) years.

7.2 **The Department reserves the right to consider the renewal of the lease, without going to an open bidding process.**

8. DISPUTES

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

9. COMMUNICATION

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

10. OCCUPATION DATE

10.1 In the event of an existing building, the building must be available for occupation by the Deparment by no later than **four (04) months** after the approved space plans. In the case of a vacant site, the building **MUST** be available for occupation by the Department by no later than **Sixteen (16) months** after the award of tender (four (4) months to obtain the all necessary approvals from the Municipality and twelve (12) months to complete the construction of the building and to obtain Occupational Certificate).

10.2 Furthermore, a finishing schedule is also required. (**Refer to the DPW-11.1 LS form and the minimum technical requirements)**

11. COMPLIANCE

11.1 All required building compliance certificates and maintenance contracts shall be issued to the Department 10 (ten) days before hand-over of the building. Non-compliance will lead to cancellation of the award. Certification must include, not limited to the following:

Fire, Electrical, Roof, Institute of Plumbing SA, COC, Building Grade Certificate, Area Certificate or floor plans certified by a professional Architect, as well as air quality certificate, Borehole Beetle test.

11.2 The accommodation must comply with all existing Legislation and Regulations applicable to the Built Environment.

12. PRICE NEGOTIATION

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

(a) The Department may -

(i) negotiate a market-related price with the bidder scoring the highest points or cancel the tender;

(ii) if the first highest scoring bidder does not agree to a market-related price, the second highest scoring bidder will be considered or cancel the tender;

(iii) if the second highest bidder does not agree to market-related price the tender shall be cancelled.

(b) If a market-related price is not agreed as envisaged in paragraph (a) (iii), the Department **must** cancel the tender.

13. BUILDING OPERATING COSTS

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

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

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

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

14. BUILDING MAINTENANCE COSTS

14.1 All maintenance shall be the responsibility of the landlord.

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

15 PENALTIES

15.1 The landlord shall be liable for any damages to the end user's equipment, machineries and vehicles that may occur as a result of poor or lack of maintenance of the building (e.g damages as a result roof leakages).

15.2 In light of the above (15.1) the landlord shall be responsible for the replacement cost as a result of the said damages.

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 it's 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.

public works

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

Bid no:	CPTL56/23	**Closing date:**	18 January 2024
Advertising date:	14 December 2023	**Validity period:**	84

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

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

public works & infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

Name of Tenderer .....

☐ EME[1] ☐ QSE[2] ☐ Non EME/QSE (tick applicable box)

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

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

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

[1] EME: Exempted Micro Enterprise
[2] QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

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**

SARS

TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate

Purpose

Select the applicable option ..... Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (if applicable)

ID/Passport no

Company/Close Corp. registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company?..... YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/ agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/ Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
   (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
   (b) without just cause shown by him, refuses or neglects to-
      (i) furnish, produce or make available any information, documents or things;
      (ii) reply to or answer truly and fully, any questions put to him ...

   As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

Annexure "A"

SPECIAL CONDITIONS OF BID

1. DOCUMENTS TO BE SUBMITTED

The following documents should accompany the tender documentation.

1.1 Copy of the founding statement (CK1), if the firm is a Close Corporation.

1.2 Articles of Agreement, (CM1) and shareholding certificates endorsed by an auditor if the firm is a Company for the bidding entity. If the property offered is held by the holding company which is not the tendering entity, the shareholding certificates of that holding entity must be submitted as well.

1.3 Articles of Association and shareholding certificate, endorsed by an auditor, if the firm as a private company (Pty) Ltd. If the property offered is held by the holding company which is not the tendering entity, the shareholding certificates of that holding entity must be submitted as well.

1.4 In the event of the bidder being a public company, a letter from their auditor, certifying their status as a public company and attached thereto, a copy of the bidder's Articles of Agreement.

2. SPECIAL CONDITION BEFORE OCCUPATION

2.1 In the event of an existing building, the building must be available for occupation by the Deparment by no later than **four (04) months** after the approved space plans. In the case of a vacant site, the building **MUST** be available for occupation by the Department by no later than **Sixteen (16) months** after the award of tender (four (4) months to obtain the all necessary approvals from the Municipality and twelve (12) months to complete the construction of the building and to obtain Occupational Certificate).

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

2.3 The building must have a water tank with a minimum capacity of 15,000 litres to supply water to the building during water scarcity or outages.

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

3. BBBEE CERTIFICATE

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

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

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

5. INSURANCE CLAIMS, ETC.

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

6. PRICE ESCALATION

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

7. DURATION OF CONTRACT

7.1 The contract duration is for a period of five (05) years.

7.2 **The Department reserves the right to consider the renewal of the lease, without going to an open bidding process.**

8. DISPUTES

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

9. COMMUNICATION

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

10. OCCUPATION DATE

10.1 In the event of an existing building, the building must be available for occupation by the Deparment by no later than **four (04) months** after the approved space plans. In the case of a vacant site, the building **MUST** be available for occupation by the Department by no later than **Sixteen (16) months** after the award of tender (four (4) months to obtain the all necessary approvals from the Municipality and twelve (12) months to complete the construction of the building and to obtain Occupational Certificate).

10.2 Furthermore, a finishing schedule is also required. (**Refer to the DPW-11.1 LS form and the minimum technical requirements)**

11. COMPLIANCE

11.1 All required building compliance certificates and maintenance contracts shall be issued to the Department 10 (ten) days before hand-over of the building. Non-compliance will lead to cancellation of the award. Certification must include, not limited to the following:

Fire, Electrical, Roof, Institute of Plumbing SA, COC, Building Grade Certificate, Area Certificate or floor plans certified by a professional Architect, as well as air quality certificate, Borehole Beetle test.

11.2 The accommodation must comply with all existing Legislation and Regulations applicable to the Built Environment.

12. PRICE NEGOTIATION

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

(a) The Department may -

(i) negotiate a market-related price with the bidder scoring the highest points or cancel the tender;

(ii) if the first highest scoring bidder does not agree to a market-related price, the second highest scoring bidder will be considered or cancel the tender;

(iii) if the second highest bidder does not agree to market-related price the tender shall be cancelled.

(b) If a market-related price is not agreed as envisaged in paragraph (a) (iii), the Department **must** cancel the tender.

13. BUILDING OPERATING COSTS

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

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

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

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

14. BUILDING MAINTENANCE COSTS

14.1 All maintenance shall be the responsibility of the landlord.

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

15 PENALTIES

15.1 The landlord shall be liable for any damages to the end user's equipment, machineries and vehicles that may occur as a result of poor or lack of maintenance of the building (e.g damages as a result roof leakages).

15.2 In light of the above (15.1) the landlord shall be responsible for the replacement cost as a result of the said damages.