



**public works**

Department:  
Public Works  
**REPUBLIC OF SOUTH AFRICA**

# DEPARTMENT OF PUBLIC WORKS

## STANDARD LEASE AGREEMENT FOR OFFICE AND FUNCTIONAL ACCOMMODATION

BUILDING NAME AND ADDRESS:

CLIENT NAME: SOUTH AFRICAN POLICE SERVICES

PROPERTY CODE:

FILE NO:



public works

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

## STANDARD LEASE AGREEMENT FOR OFFICE AND FUNCTIONAL ACCOMMODATION



## INDEX

CLAUSE	HEADING	PAGE
1	PARTIES	4
2	DEFINITIONS AND INTERPRETATION	4
3	THE LEASE	7
4	DURATION AND RENEWAL	7
5	THE RENTAL	8
6	USE OF THE PREMISES	9
7	OCCUPATION OF THE PREMISES	9
8	CONDITION OF THE PREMISES AT THE COMMENCEMENT DATE AND AT THE TERMINATION DATE	9
9	FIXTURES	11
10	EXPENSES, MAINTENANCE AND REPAIRS	11
11	OBLIGATIONS OF THE LESSOR	12
12	OBLIGATIONS OF THE LESSEE	14
13	INSURANCE	15
14	FIRE FIGHTING EQUIPMENT AND LIFTS	16
15	ALTERATIONS, ADDITIONS AND IMPROVEMENTS	16
16	DAMAGE TO OR DESTRUCTION OF THE PREMISES	17
17	BREACH	18
18	MANAGEMENT RULES	19
19	LESSORS RIGHT OF ENTRY AND CARRYING OUT OF WORKS	19
20	CESSION, ASSIGNMENT AND SUB-LETTING	19
21	NON-WAIVER	20
22	RIGHT OF FIRST REFUSAL	20
23	SALE OF PREMISES	21
24	WHOLE AGREEMENT	21
25	DOMICILIUM CITANDI ET EXECUTANDI	21
26	WARRANTY OF AUTHORITY	22
27	SEVERABILITY	22
28	SUSPENSIVE CONDITION	23
29	DISPUTE RESOLUTION	23
30	ARBITRATION	24

## 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 of the insurance policy will be communicated in writing to the lessee from time to time.
- 13.3 Should the lessee knowingly do or cause to be done anything that causes an increase in the premiums of such insurance policy, the lessee will be liable for the increase in the premiums occasioned by the actions of the lessee. The lessor shall furnish to the lessee proof from the insurer of such increase before any payment shall be due from the lessee.

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

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

#### **14 FIRE FIGHTING EQUIPMENT AND LIFTS**

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

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

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

#### **15 ALTERATIONS, ADDITIONS AND IMPROVEMENTS**

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



and has added value to the building or premises, the lessor shall not be obliged to compensate the lessee in respect thereof unless otherwise agreed between the parties prior to such alteration or addition being made.

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

## **16 DAMAGE TO OR DESTRUCTION OF THE PREMISES**

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

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

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

16.4 Should there be any dispute as to the extent to which the premises have been damaged and/or the extent to which the premises are unfit for occupation and capable of being used for the purpose for which they are let, the dispute shall be referred to an expert, who shall act as an expert and not as an arbitrator, and whose decision shall be final and

binding on the parties. The parties shall jointly agree on who the expert shall be, failing which the expert shall be appointed by the chairperson of the Law Society of South Africa or his delegate.

## 17 BREACH

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

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

conclusion the contract will impair the validity of this contract warranting the lessee to terminate this agreement.

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

## **18 MANAGEMENT RULES**

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

## **19 LESSORS RIGHT OF ENTRY AND CARRYING OUT OF WORKS**

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

## **20 CESSION, ASSIGNMENT AND SUB-LETTING**

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

- 20.1 cede or assign all or any of the rights and obligations of the lessee under this agreement; or
- 20.2 sublet the premises in whole or in part; or

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

## **21 NON-WAIVER**

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

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

## **22 RIGHT OF FIRST REFUSAL**

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

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

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

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

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

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

## 23 SALE OF PREMISES

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

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

## 24 WHOLE AGREEMENT

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

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

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

## 25 DOMICILIUM CITANDI ET EXECUTANDI

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

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

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

26.2.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee’s *domicilium citandi et executandi*, shall be deemed to have been received by the addressee on the tenth (10<sup>th</sup>) 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 1<sup>st</sup> 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 .....



## SCHEDULE C

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

### SCHEDULE C1: TENANT INSTALLATIONS (5 – 9 YEARS / 11 MONTHS)

INSTALLATIONS:	PARTY TO EFFECT:	PARTY TO PAY:	DATE OR FREQUENCY:
Space planning and refurbishing requirements / needs	Lessee	Lessee	Within three months of signing of lease agreement
Tenant Installation Project Execution Plan provided to the Portfolio Manager at the Regional Office	Landlord	Landlord	Within three months of signing of lease agreement
Installation of carpets / ceramic tiles in some offices and installation of ceramic tiles in all common areas	Landlord	Landlord	Upon approval of tenant installations by User. But not later than six months after signing of lease agreement.
Install ramps for people with disabilities / upgrade ablution facilities	Landlord	Landlord	Upon approval of tenant installations by User. But not later than six months after signing of lease agreement.
Install blinds and maintenance of blinds	Landlord	Landlord	Upon approval of tenant installations by User. But not later than six months after signing of lease agreement.

## SCHEDULE C2: FUNDED MAINTENANCE PLAN

INSTALLATIONS:	PARTY TO EFFECT:	PARTY TO PAY:	DATE OR FREQUENCY:
Funded Maintenance Plan must be provided as part of the Lease Agreement and initialled by Representatives of both Lessor and Lessee.	Landlord	Landlord	Within two months of signing the lease agreement.
General repairs and maintenance of the building	Landlord	Landlord	Monthly
Servicing and ensuring functional lifts	Landlord	Landlord	Monthly or as per specification of OEM
Replace lights and fittings (where necessary)	Landlord	Landlord	Within 24 hours
Repair ceiling	Landlord	Landlord	Within 24 hours
Service Air conditioners	Lessor	Lessor	Monthly or as per OEM
Pest control	Lessor	Lessor	Minimum once a year

## SCHEDULE C3: UPGRADE PLAN

All defects must be identified within 30 days and major upgrades within a year and all others within 6 months.

INSTALLATIONS:	PARTY TO EFFECT:	PARTY TO PAY:	DATE OR FREQUENCY:
<p>Upgrade Plan required.</p> <p><b>Note:</b> Upgrade plan required where complaints have been tendered about the state of the building.</p> <p>For 9 years /11 months lease period, upgrade plan is compulsory regardless of complaints lodged about the state of the building.</p>	Landlord	Landlord	Within three (3) months of it being identified.
<p>Upgrade plan must be submitted.</p> <ul style="list-style-type: none"> <li>• Structural upgrade</li> <li>• Mechanical installations and lifts upgrade or replacement</li> <li>• Electrical reticulation and cabling</li> <li>• Plumbing reticulation</li> <li>• Replacement of emergency staircases (where occupational health and safety risk has been identified).</li> </ul>	Landlord	Landlord	Within three (3) months of it being identified.
<p>Ensure that all roof leaks are repaired.</p>	Landlord	Landlord	Within three (3) months of it being identified.
<p>Replace gutters and down pipes</p>	Landlord	Landlord	Within three (3) months of it being identified.
<p>Replace emergency stair cases</p>	Landlord	Landlord	Within three (3) months of it being identified.
<p>Installation of generator</p>	Landlord	Landlord	Within six (6) months of signing of the lease agreement.

Installation of air-conditioning (system or split units) or Repair of the existing one to excellent functioning condition.	Landlord	Landlord	Upon approval of tenant installations by User. But not later than six months after signing of lease agreement.
Installation of the disability toilet to comply with Occupational Health and Safety requirements.	Landlord	Landlord	Upon approval of tenant installations by User. But not later than six months after signing of lease agreement.
Installation of fire equipment and maintenance	Landlord	Landlord	Upon approval of tenant installations by User. But not later than six months after signing of lease agreement.
Emergency assembly point needs to be provided and marked with signage	Landlord	Landlord	Upon approval of tenant installations by User. But not later than six months after signing of lease agreement.
Standard plug points	Landlord	Landlord	Upon approval of tenant installations by User. But not later than six months

			after signing of lease agreement.
Appropriate cost for the upgrade plan.	Landlord	Landlord <b>Amount:</b> <b>R.....</b>	Within three (3) months of it being identified.



## SCOPE OF REQUIREMENTS FOR PROCUREMENT OF ALTERNATIVE OFFICE ACCOMMODATION FOR GARAGE UNIT AT NEWCASTLE

### TENDER/BID: DBN24/01/03

Interested property owners/agents who own buildings in existence or land for the construction of office accommodation are invited to submit an offer.

Item	Description
1.0	The tender document must be accompanied by a building plan and elevations drawn by a suitable South African Council for the Architectural Profession (SACAP) registered Architectural Professional, in compliance with the SANS 10400 and SANS 204 Energy Efficiency, showing: <ul style="list-style-type: none"> <li>(i) A layout plan that meets the client's needs in terms of the approved space and norms. <i>(The plan must be functional and may be redefined at a later stage at the landlord's cost).</i></li> <li>(ii) The floor area of rooms/offices must be indicated on the plan.</li> <li>(iii) The minimum floor to ceiling height must be 2400mm <i>(unless otherwise specified by the lessee).</i></li> </ul>
2.0	Usable/Rentable Areas:
2.0.1	Confirmation of the usable and rentable space issued by a registered architectural professional with South African Council of Architectural Profession (SACAP), as per SAPOA method of calculating rentable space.
2.0.2	Total rentable area on Ground Floor = 1033.m <sup>2</sup> ; OR
2.0.3	Total rentable area on First Floor and above with Total Space = .....m <sup>2</sup> on the same floor; OR
2.0.4	Rentable area on each floor, where the client will occupy a building with contiguous floors (more than one floor), with Total space = .....m <sup>2</sup> .
3.0	Parking: 48 Bays
3.0.1	Secured undercover parking bays on site = ...48 bays
3.0.2	Secured undercover parking bay(s) allocated for people living with disabilities .....bays.
4.0	Building Compliance with Building Regulations/Standards/Acts.
4.0.1.	The entire building must be fully accessible to people living with disabilities, both staff/personnel and clientele /public; taking note of service counters, non-





	visual communications, etc.
4.0.2	<ul style="list-style-type: none"> <li>The entire building must be compliant with the National Building Regulations (SANS); Occupational Health and Safety Act (OHSA) 85 of 1993 with Regulations.</li> </ul>
5.0	Corporate Image to be in compliance with the client's specifications.
6.0	Provide professional team for planning and execution of tenant installations
7.0	<p>The following applicable certifications together with the Local Authority approved tenant installation drawings to be provided <b>prior</b> to the occupation of the building:</p> <ul style="list-style-type: none"> <li>A Structural Engineers stability certificate; OR</li> <li>A gangnail roof truss design certificate by a professional engineer.</li> <li>Glazing certificate from SAGGA.</li> <li>A SAPOA certificate.</li> <li>An Electrical compliance certificate.</li> <li>Plumbing certificate.</li> <li>Fire fighting equipment certificate.</li> <li>An occupational certificate by the Local Authority.</li> <li>Airconditioning Certificate with regards to air velocity/fresh air, etc.</li> <li>An entomologist Certificate.</li> <li>A fire clearance certificate from the Local Authority / Fire dept. if the building falls under the jurisdiction of a Local Authority.</li> <li>A fire clearance certificate from a Consulting Architect / Fire specialist if the building does not fall under the jurisdiction of a Local Authority.</li> </ul>
8.0	<p><b>GENERAL</b></p> <ol style="list-style-type: none"> <li>In terms of an appropriate layout the following will be considered:</li> <li>The provision of natural light and ventilation throughout the building will be an advantage.</li> <li>Buildings deep in floor plans should be provided with light wells, atriums, etc. to promote natural light and ventilation into the building.</li> <li>Ideally buildings should not be deeper in floor plan than 2 offices on either side of a passage. The offices must be provided with adequate operable windows.</li> <li>Buildings must be designed to eliminate "sic k building syndrome".</li> <li>Internal offices without natural lighting must be fitted with viewing panels.</li> </ol>



	<ul style="list-style-type: none"> <li>(vii) Allow for 2hour fire rated doors in server room, archives and security surveillance rooms.</li> <li>(viii) Install solid door and security locks in cashier and security surveillance control rooms, including inaccessible ceilings.</li> <li>(ix) The proposed accommodation must be secured. Access to the leased premises must be controlled for that particular tenant. , with fire walls separating tenant accommodations.</li> <li>(x) All door locks are to be cylinder locks. Each floor level is to be provided with a MASTER KEY that is only functional to that floor. The entire building is to be provided with a GRAND MASTER KEY that will open any door. The landlord is sensitized to make his service provider aware of this before any door locks are installed. If the incorrect ironmongery is used this requirement cannot be achieved.</li> <li>(xi) Kitchens are to be fitted with Hydro boils.</li> <li>(xii) Hard wearing yet aesthetically pleasing kitchen cupboards are to be provided. Granite tops are extensively used and therefore reasonably economical, the use of granite tops is encouraged.</li> <li>(xiii) In main entrance and / lift lobbies and board rooms allow for striking wall finishes, as well as bulkhead ceilings with lights emphasizing striking wall finishes and wall mounted photos and /artifacts. Colours and samples to clients' specifications and approval prior to applications</li> <li>(xiv) The floor to ceiling heights must be indicated by a section through the building. Specific client's requirements must be considered in this regards, e.g., raised Judges' podium with appropriate floor to ceiling heights.</li> <li>(xv) To avoid traffic jams, ingress and egress into sites must be of two-way driveways.</li> </ul>
9.0	<b>ELECTRICAL REQUIREMENTS</b>
9.1	Each workstation to have a network point in a three compartment trunking
9.2	Each workstation must have a Telkom point in a three compartment trunking
9.3	Each workstation must have a dedicated socket outlet in a three compartment trunking
9.4	Each workstation must have a normal socket outlet in a three compartment trunking
9.5	The passages must have a 4 x 4 socket outlet every 15 meter in length, mounted flush on the wall
9.6	All other rooms must have at least one single socket outlet
9.7	Staff Kitchen must have a stove isolator with wiring
9.8	Staff Kitchen must have two double socket outlets
9.9	Lighting at Reception to have a minimum 500lux
9.10	Lighting in offices to have a minimum 500lux
9.11	Lighting in Passages to have a minimum 300lux
9.12	Lighting in Rest Rooms to have a minimum 100lux



9.13	Lighting in Stores to have a minimum 200lux
9.14	Lighting in Parking Area to have a minimum 75lux
9.15	All exit areas and stairways must have light fittings with a min. of 75lux
9.16	Each office /room to have a separate light switch
9.17	External lighting must be controlled by a photo-cell
9.18	Each floor there must be a lockable distribution board with all circuits labelled
9.19	In the event we have different clients per building/per floor then each distribution board must be metered
9.20	All dedicated socket outlets must be wired via an emergency generator
9.21	Installation of generator must comply to the NDPW Standards
9.22	Lift installation must be on generator and UPS backup
9.23	Allow for conduits and boxes for network and Telkom cables, it will depend on the size of the building/floor area
9.24	The network and fire cabling must be in separate conduits
9.25	Supply and install an isolator per installation of split- air conditioner
9.26	Security systems i.e. biometrics, camera, x-ray machines, CCTV, smoke alarms must be wired via a UPS backup
9.27	The main incoming supply must be metered and this room must be well ventilated and lockable
9.28	The load factors must be taken into account in the electrical installation
9.29	The entire electrical wiring must comply to the SANS 0412 regulation
9.30	All user manuals must be handed over to the Departmental representative.
9.31	The entire installation and lighting must be energy compliant. Use energy efficient equipment, fittings and applications
9.32	A COC must be issued on completion of the electrical installation
9.33	Allow for a backup generator for all dedicated socket outlets and critical equipment.
9.34	For water storage tanks pressure pumps: <ul style="list-style-type: none"> <li>• Allow for a circuit breaker depending on the pump size; and</li> <li>• Allow for a power cable to suit pump current ratings.</li> </ul>
10.0	<b>MECHANICAL SERVICES</b>
10.1	<p><b>Air Conditioning</b></p> <p>(1) All rentable office spaces shall be provided with an adequate supply of conditioned air taking into consideration particularly with respect to altitude, ambient temperatures and atmospheric conditions, insuring a safe, health and hygienic working environment.</p> <p>(2) The Air Conditioning shall generally be in accordance with SABS 1125-1977, SABS 0400 and the NDPW Standard specifications.</p> <p>(3) Design shall be energy efficient and use “Green” refrigerant gas, such as, R410a or approved alternative.</p> <p>(4) The Air Conditioning Plant and equipment shall be regularly maintained, serviced and kept in full working condition. A maintenance register shall be kept of all servicing &amp; repairs undertaken on the units.</p>



	(5) Server Room – 2x 100% Capacity wall mounted split units for IT protection of server.
10.2	<b>De-Humidifier Packaged Units for Gun safe, documents (deeds office) and exhibits)</b> (1) All De-humidifiers shall be Amcor Model DC 800 or approved alternative. (2) The de-humidifier shall operate using a refrigerant system having the following minimum details: - Moisture removal of 30 <sup>o</sup> , 70% RH. Unless otherwise specified by the Lessee.
10.3	<b>Fire Automatic Detection</b> (1) All office spaces shall be provided with Smoke and Fire Detection devices, installed in accordance with National Fire Regulations. The systems shall be regularly maintained, serviced and tested annually in accordance with National Fire Regulations.
10.4	<b>Fire Inert Gas Protection System for Archives and registry</b> (1) Archives, Document and other Store Rooms where essential or vital documentation are kept, shall be protected by means of an Inert Gas System. The installation of which and the regularly maintained, serviced and tested annually of the entire system shall be in accordance with National Fire Regulations.
10.5	<b>Fire Protection Equipment</b> (1) The entire rentable area shall be provided with Fire Extinguishers and Hose Reels which shall be regularly maintained, serviced and tested annually in accordance with the National Fire regulations. (2) A register of all the fire protection Equipment shall be kept and made available for inspection purposes.
10.6	<b>Fire Sprinkler Automatic System for Garages, large warehouse and air wing</b> (1) The entire rentable space shall be provided with a fully automatic sprinkler system. Which shall be regularly maintained, serviced and tested in accordance with the National Fire Regulations? Note: The control systems, water pumps etc shall all be on standby generator power supply.
10.7	<b>Lift – Passenger (Express)</b> (1) A fully operational and regularly maintained, high speed passenger lift shall provide access to the rentable areas. (2) The lift shall be duly registered with the department of labour, be fully maintained in full working condition and have a complete service record for the past five (5) years with a registered lift company. (3) The lift shall not have been in service or installed for more than ten (10) years. (4) A Service Record Book containing the details of all repairs, servicing and testing undertake shall be kept in the lift Plant room and be available for inspection purposes. (5) The lift must be blind and paraplegic friendly and be fully accessible. (6) The Car shall be capable of carrying at least a loading of 1200 kg. Unless otherwise specified by the Lessee.
10.8	<b>Lift – Service</b> (1) A fully operational and regularly maintained, service lift shall provide access



	<p>to the rentable areas.</p> <p>(2) The lift shall be duly registered with the department of labour, be fully maintained in full working condition and have a complete service record for the past five (5) years with a registered lift company.</p> <p>(3) The lift shall not have been in service or installed for more than ten (10) years.</p> <p>(4) A Service Record Book containing the details of all repairs, servicing and testing undertaken on the lift shall be kept in the lift Plant room and be available for inspection purposes.</p> <p>(5) The Car shall be capable of carrying at least twelve (12) persons (900 kg. Unless otherwise specified by the Lessee.</p>																																				
10.9	<p><b>Ventilation (Forced)</b></p> <p>(1) The entire rentable area shall be provided with an adequate volume of fresh air. In the event that natural ventilation is insufficient, then mechanical ventilation shall be in accordance with the National Building Regulations.</p>																																				
11.	<p><b>EMERGENCY WATER STORAGE TANKS</b></p>																																				
11.1	<p>To calculate the size of the water tank: The number of visitors and staff / personnel utilising the building during peak hours is required to calculate an average daily water demand. See example below:</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Numbers</th> <th>Design Value</th> <th>Average Daily Demand</th> </tr> </thead> <tbody> <tr> <td>Administration</td> <td>60</td> <td>70l/p/d</td> <td>4200l/d</td> </tr> <tr> <td>Visitors</td> <td>250</td> <td>20l/p/d</td> <td>5000l/d</td> </tr> <tr> <td>Fire</td> <td></td> <td></td> <td>9000l</td> </tr> <tr> <td>24 hours consumable</td> <td></td> <td></td> <td><b>9200 litres</b></td> </tr> <tr> <td>48 hours consumable</td> <td></td> <td></td> <td><b>18 400 litres</b></td> </tr> <tr> <td><b>Totals</b></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>24 hrs cons + fire</b></td> <td></td> <td></td> <td><b>18 200 litres</b></td> </tr> <tr> <td><b>48 hrs cons + fire</b></td> <td></td> <td></td> <td><b>27 400 litres</b></td> </tr> </tbody> </table> <p><b>Note: The domestic water design shall comply with SANS 10252: 2018 as the minimum requirement.</b></p>	Description	Numbers	Design Value	Average Daily Demand	Administration	60	70l/p/d	4200l/d	Visitors	250	20l/p/d	5000l/d	Fire			9000l	24 hours consumable			<b>9200 litres</b>	48 hours consumable			<b>18 400 litres</b>	<b>Totals</b>				<b>24 hrs cons + fire</b>			<b>18 200 litres</b>	<b>48 hrs cons + fire</b>			<b>27 400 litres</b>
Description	Numbers	Design Value	Average Daily Demand																																		
Administration	60	70l/p/d	4200l/d																																		
Visitors	250	20l/p/d	5000l/d																																		
Fire			9000l																																		
24 hours consumable			<b>9200 litres</b>																																		
48 hours consumable			<b>18 400 litres</b>																																		
<b>Totals</b>																																					
<b>24 hrs cons + fire</b>			<b>18 200 litres</b>																																		
<b>48 hrs cons + fire</b>			<b>27 400 litres</b>																																		
11.2	<p>Water Storage for Fire – Calculations: PW345: Specification for Domestic and Fire for Public Buildings, calls for; See example above:</p> <ul style="list-style-type: none"> <li>• A minimum fire storage of 9000 litres and a ready water supply for a minimum of 24 hours in cities and towns with reliable water reticulation; otherwise</li> <li>• A 48 hours supply should be available in towns and rural areas with pumped unreliable supply.</li> </ul> <p><b>Note: The fire water installation shall comply with SANS 10400 Part T and SANS 10400 Part W. All fire hose reels shall be fitted with pressure gauges.</b></p>																																				
11.2.1	<p>Pressure pumps &amp; required fittings to enable automatic connection in the event of</p>																																				



	<p>a water cut:</p> <ul style="list-style-type: none"><li>• A dual pump set shall be used for domestic water, a control system shall be configured to start the pumps when there is no municipal water supply.</li><li>• A dual pump set with a jockey pump shall be used for firefighting.</li><li>• The capacity of the pumps will vary with the size and capacity of the building.</li></ul>
11.3	<p><b>Location / Positioning of Water Storage Tanks in Buildings / Site:</b> It is recommendable to position the water tank as close to a water meter as possible or in a place that will not be too far from the water supply and from the building to be supplied. This ensures we receive enough pressure head to continuously fill up the tank and that minimal piping material is used so as to not run into exorbitant costs.</p>

Name of Bidder	Signature	Date



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

**CONFIRMATION TO UNDERTAKE  
TENANT INSTALLATION REQUIREMENTS BY BIDDER.**

<b>BID NO</b>	<b>DBN24/01/03</b>
<b>REFERENCE NO</b>	<b>24/2/1/2/10/6217/269</b>
<b>PROJECT TITLE</b>	<b>SAPS : PROCUREMENT OF ALTERNATIVE OFFICE ACCOMMODATION FOR A PERIOD OF FIVE YEARS AT NEWCASTLE FOR THE GARAGE UNIT.</b>
<b>DATE OF ADVERT</b>	<b>26 January 2024</b>
<b>CLOSING DATE</b>	<b>20 February 2024</b>

I, the undersigned (Full Name) \_\_\_\_\_ hereby confirm to provide office accommodation as per DPW11.1 LS (specification on minimum requirements – office accommodation) and undertake/execute/implement and effect Tenant Installation requirements at **my cost** according to the Clients specifications and contribution as per DPW08.03 LS (Bid offer /office accommodation).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

**DETAILED REQUIREMENTS ARE INDICATED AS FOLLOWS:**

Please take particular note of the Clients specialised requirements.

The information provided will also assist the layout and design of suitable drawings and provide a basis to determine tenant installation costs.

Details are as follows:

Description	Quantity	Norm in m <sup>2</sup>	Total in m <sup>2</sup>	Remarks
<b>WORK SPACE A</b>				
Post 9 / 10	1	10	10	
Post 7 / 8	5	8	40	
Mechanics	1	20	20	Specialised needs required please.
Post 5 / 6	4	8	32	Open plan required.
<b>SUPPORT SPACE FOR WORK SPACE A</b>				
Reception Area	1	38	38	
Walk-In-Safe	1	10	10	Please provide specification of safe as well as safe door and key. Is a dehumidifier required? Is shelving required?



Males Cloak Room with showers	1	18	18	
Cleaners Rest Room	1	12	12	
General Store	1	12	12	
Consumable Store	1	12	12	Is shelving required?
<b>TOTAL LETTABLE AREA</b>			1033	
Under cover secure parking for light vehicles			14	Including turning and delivery areas  Client please to provide specification of road finishes
Secure parking for heavy vehicles			3	Including turning and delivery areas  Client please to provide specification of road finishes
Wash Bay	1	50	50	Client please to provide specification
SAPS 13 Vehicle Camp	1	840	840	Client please to provide specification for the solid walls as well as paving required.

Oil Store	1	8	8	Please provide specification of oil store as well as door and key. Is a dehumidifier required? Is shelving required?
Archives	1	12	12	Is a dehumidifier required? Is shelving required?
Tool Store	1	16	16	Please provide specification of tool store as well as door and key. Is a dehumidifier required? Is shelving required?
Workshop	6	112	672	Client please to provide specification as to the type of ventilation required as well as required height.
Tyre Store	1	30	30	Please provide specification of tyre store as well as door and key. Is a dehumidifier required? Is shelving required?
Compressor Store	1	6	6	Please provide specification of compressor store as well as door and key. Is a dehumidifier required? Is shelving required?
Spares	1	12	12	Please provide specification of this room as well as door and key. Is a dehumidifier required? Is shelving required?
Tea Kitchen	1	4	4	
Tea / Break away Room	1	17	17	

**1.1.3 SAPS 13 small items exhibit store (New construction)**  
See Annexure 3

**GENERAL**

**Room size** as indicated on an approved needs assessment document.

**CONSTRUCTION**

**Foundations** to be a minimum 600 x 230 mm concrete strip foundations (3:3:1 mix ratio @ 30 MPa) with the top surface of the foundation 340 mm minimum below the natural ground level, for stable soil conditions. Where suspect soil conditions exist, a qualified and registered *structural engineer* must be appointed to design a suitable foundation.

**Plinth walls** to be constructed of a burnt clay brick, laid in stretcher bond brick laying pattern, with wire mesh brick reinforcing in every consecutive brick layer from foundation up to floor screed height. SABS approved damp proof sheeting to be installed in walls at level of concrete surface bed.

**Walls** to be constructed of a burnt clay brick, laid in stretcher bond brick laying pattern, with wire mesh brick reinforcing in every fifth consecutive brick layer. All joints between bricks to be properly filled with mortar. All corners to be properly tied-in with overlapping brick work. Walls to be finished on both sides with a 20 mm thick cement plaster finished with a steel trowel and covered with 2 x coats Acrylic base PVA paint in light colour (Beige etc.) on a suitable universal primer paint.

**Ceiling** to be 170 mm minimum thick reinforced concrete slab as specified by registered *structural engineer*, finished on the underside with 20 mm thick cement plaster, finished with a steel trowel and covered with 2 x coats Acrylic base PVA paint in colour: White on a suitable universal primer paint. Floor to ceiling height to be minimum 2550 mm (30 brick layers).

**Roof construction and covering** as per *architect's* specifications.

**Floor** to be 25 mm steel trowel floated cement screed on top of 75 mm thick in-situ casted concrete surface bed (3:3:1 mix ratio @ 30 MPa) with (Product code 193) 200 x 200 x 5.6 mm diameter mild steel mesh reinforcing' on top of hard core filling material compacted in layers not exceeding 150 mm. Cement screed to be finished with clear penetrating concrete sealant in accordance with manufacturer's specifications. SABS approved damp proof sheeting to be installed under the concrete surface bed on top of the hard core layer compaction.

**Strong room door** to be a SABS approved single heavy duty category 2 safe door, installed in accordance with the manufacturer's specifications and preferably by an accredited installer recommended by the manufacturer.

**Telescopic safe ventilators** are to be installed inside the walls of the small items store in accordance with the manufacturer's specifications. The strong room door manufacturer will normally also supply the *telescopic safe ventilators*. No windows in walls.

One surface mounted static camera must be provided on the inside of the room at an appropriate location to monitor the entrance. The position must be selected in a manner whereby shelving and storage items do not impede the line of sight to the entrance. A 20 mm diameter conduit will be installed from the designated camera position to the ceiling void in adjacent proximity of the CCTV, access control, data & telephone welded wire mesh cable tray.

It is recommended that all data CAT-5/CAT-6 be of blue or grey insulation and bundled together on one half of the cable tray and that all CCTV and access control CAT-5/CAT-6 cables be of purple insulation and bundled together on the opposite half of the cable tray.

#### **Electronic access control**

The architecture of all access control systems must be IP based. The door controllers will be installed in the ceiling void above the ceiling slab. A single 100 x 50 mm emergency power single pole Isolator with red steel faceplate and appropriately shaved earth will be provided in a weather proof slide lid type synthetic enclosure in the ceiling void in the approximate position of the door controller. It is recommended that the door controllers can also function in an off-line mode.

The category-2 door will be furnished with the following electronic access control devices:

- Magnetic lock with integrated door monitor and associated striker plate.
- Biometric reader.

The magnetic lock will be installed at approximately 2000 mm AFFL on the side wall of the entrance and in a vertical orientation. A 100 x 50 mm recessed draw box with steel faceplate will be installed in a vertical position in the side wall of the entrance and next to the magnetic lock mounting position. A 20 mm diameter conduit will be installed from the draw box to the ceiling void near of the door controller.

A surface mounted biometric reader will be installed at 1200 mm AFFL on the opening side of the category-2 door, no closer than 300 mm from the door frame. A recessed 63 mm diameter draw box will be installed in a position directly behind the designated position of the biometric reader. A 20 mm diameter conduit will be installed from the draw box, internal to the wall and ceiling slab and will enter the ceiling void in a symmetrically clustered formation with the other access control conduit routes associated with the same room.

**1.1.6 SAPS 13 walk-in fire arm exhibit safe and station walk-in fire-arm safe (New construction)**  
See Annexure 5

**GENERAL**

Room size as indicated on an approved needs assessment document.

**CONSTRUCTION**

**Foundations** to be a minimum 600 x 230 mm concrete strip foundations (3:3:1 mix ratio @ 30 MPa) with the top surface of the foundation 340 mm minimum below the natural ground level, for stable soil conditions. Where suspect soil conditions exist, a qualified and registered *structural engineer* must be appointed to design a suitable foundation.

**Walls and plinth walls** to be 200 mm thick reinforced in-situ casted concrete as specified by a professional registered *structural engineer*. Walls to be finished on both sides with a 20 mm thick cement plaster finished with a steel trowel and covered with 2 x coats Acrylic base PVA paint in light colour (Beige etc.) on a suitable universal primer paint. SABS approved damp proof sheeting to be installed in walls at level of concrete surface bed.

Alternatively, walls may be constructed as follows:

A 330 mm thick cavity wall constructed of a burnt clay brick, laid in stretcher bond brick laying pattern, with wire mesh brick reinforcing in every fifth consecutive brick layer. All joints between bricks to be properly filled with mortar. All corners to be properly tied-in with overlapping brick work. The central cavity between brick skins to be in-situ casted concrete (3:3:1 mix ratio @ 30 MPa) with (Product code 888) 200 x 200 x 12 mm diameter mild steel mesh reinforcing vertically installed inside the concrete core. Walls to be finished on both sides with a 20 mm thick cement plaster finished with a steel trowel and covered with 2 x coats Acrylic base PVA paint in light colour (Beige etc.) on a suitable universal primer paint.

**Ceiling** to be 170 mm minimum thick reinforced concrete slab as specified by registered *structural engineer*, finished on the underside with 20 mm thick cement plaster, finished with a steel trowel and covered with 2 x coats Acrylic base PVA paint in colour: White on a suitable universal primer paint. Floor to ceiling height to be minimum 2550 mm (30 brick layers).

**Roof construction and covering** as per *architect's* specifications.

**Floor** to be 25 mm steel trowel floated cement screed on top of 75 mm thick in-situ casted concrete surface bed (3:2:1 mix ratio @ 30 MPa) with (Product code 193) 200 x 200 x 5.6 mm diameter mild steel mesh reinforcing, on top of hard core filling material compacted in layers not exceeding 150 mm. Cement screed to be finished with clear penetrating concrete sealant in accordance with manufacturer's specifications. SABS approved damp proof sheeting to be installed under the concrete surface bed on top of the hard core layer compaction.

**Strong room door** to be a SABS approved single heavy duty category 2 safe door, installed in accordance with the manufacturer's specifications and preferably by an accredited installer recommended by the manufacturer.

**Telescopic safe ventilators** are to be installed inside the walls of the large item store in accordance with the manufacturer's specifications. The strong room door manufacturer will normally also supply the *telescopic safe ventilators*. No windows in walls.

A retractable **security gate** manufactured from mild steel is to be installed on the inside of the strong room door opening. The security gate must have a properly fitted floor slider guide as well as side and top frame – top frame to have top slider guide. Security gate to be finished with baked enamel paint in colour: Grey.

A **service counter** will be provided inside the fire arm safe for dispatch / receive and record keeping purposes. Provide a mild steel security trellis on top of the counter with a 100 mm opening between counter top and the underside of trellis security panel.

**Shelving** for hand guns to be a standalone pigeonhole type, durable mild steel racking system finished with baked enamel powder coated epoxy. The racks must be at least 300 mm deep.

A **wall mounted bullet trap** suitable for hand held firearms and rifles with a **SABS** minimum product quality standard to be mounted against the wall in front of the counter, as indicated on Annexure 5.

Rifle rack for hand rifles and shot guns as per detail drawings. Annexure 6.

## **MECHANICAL**

A **SABS** approved **De-humidifier** shall be installed inside the fire arm safe in strict accordance with the manufacturer's specifications. The climatic zone in which the police station is located, must be considered when specifying the unit size. It is preferred that a registered *mechanical engineer* specify the equipment and oversee the installation.

### **Dehumidifiers**

The most common way to dehumidify an environment is to cool the air being treated to a temperature well below the dew point and, thus, remove moisture from the air as water droplets. The treated air is then heated to the required temperature and the resultant relative humidity is a product of the amount of moisture removed by cooling and the final temperature of the air being treated.

This approach though practical, simple and common, has a number of significant problems. Firstly, the energy cost in cooling and then reheating air is quite substantial and should be considered as a factor in the long term running of any environment. Secondly, the amount of moisture removed from the air is proportional to the temperature differential and a system will often have to be oversized in order to be suitable for a wide range of environmental conditions experienced in many places. This is a particular problem in cool environments. And finally, it is very difficult to get accurate control using these sorts of systems, which may lead to cycling such that the system constantly seeks to adjust the conditions and this leads to regular increases and decreases in temperature and humidity, which is in itself detrimental to the storage of collection material.

**Desiccant dehumidification** is the removal of moisture from the air within a storage area by using a substance (desiccant) that is able to absorb moisture. The desiccant is subsequently heated, outside the controlled area to remove the absorbed moisture after which it can be reused. Such systems can achieve the low levels of dehumidification required for archival storage in most environments and are more energy efficient than the common cooling and heating approach described above. It is therefore recommended that the desiccant dehumidifier be considered other than the refrigerant.

## **ELECTRICAL**

### **Lighting**

A nominal lighting level of 350 *lux* must be achieved.

Luminaries are of 600 x 600 *mm LED* format with a cool white colour rendering and must have *SABS* approval. Luminaries must be of recessed type as used in office areas but be installed with proprietary surface mount steel frame finished in white powder coating. Conduit and draw boxes (63 *mm* diameter) will be cast into roof slab with luminary draw boxes directly behind the designated positions of luminaries. A centrally located 20 *mm* conduit entry will be provided for cable access to a surface mounted dual type (Infrared – Ultra Sonic) occupancy sensor. If the lighting design requires a centrally located luminary, the occupancy sensor will be positioned off-centre. All other conduit for electrical installations will be of 25 *mm* diameter.

An external red/green (default) *LED* indicator light, mounted directly above the passage door (category-2 door) at a height of 2300 *mm* above finished floor level (*AFFL*) and must also be activated by the internal occupancy sensor. No external or internal light switches will be provided.

### **Switched socket outlets**

A single 100 x 100 *mm* recessed normal power switched socket outlet with white steel face plate at 300 *mm AFFL* are provided for the dehumidifier.

### **Electronic fire detection**

A centrally located surface mounted smoke detector will be provided. This smoke detector will be associated with the fire detection control panel located in the behind counter area of the *CSC*.

### **Closed circuit television**

The architecture of all *CCTV* systems must be *IP* based. Static cameras must be of *PoE* type.

One surface mounted static camera must be provided on the inside of the room at an appropriate location to monitor the entrance. The position must be selected in a manner whereby shelving and storage items do not impede the line of sight to the entrance. A 20 *mm* diameter conduit will be installed from the designated camera position to the ceiling void in adjacent proximity of the *CCTV*, access control, data & telephone welded wire mesh cable tray.

It is recommended that all data *CAT-5/CAT-6* be of blue or grey insulation and bundled together on one half of the cable tray and that all *CCTV* and access control *CAT-5/CAT-6* cables be of purple insulation and bundled together on the opposite half of the cable tray.

**Electronic access control**

The architecture of all access control systems must be IP based. The door controllers will be installed in the ceiling void above the ceiling slab. A single 100 x 50 mm emergency power single pole isolator with red steel faceplate and appropriately shaved earth will be provided in a weather proof slide lid type synthetic enclosure in the ceiling void in the approximate position of the door controller. It is recommended that the door controllers can also function in an off-line mode.

The category-2 door will be furnished with the following electronic access control devices:

- Magnetic lock with integrated door monitor and associated striker plate.
- Biometric reader.

The magnetic lock will be installed at approximately 2000 mm AFFL on the side wall of the entrance and in a vertical orientation. A 100 x 50 mm recessed draw box with steel faceplate will be installed in a vertical position in the side wall of the entrance and next to the magnetic lock mounting position. A 20 mm diameter conduit will be installed from the draw box to the ceiling void near of the door controller.

A surface mounted biometric reader will be installed at 1200 mm AFFL on the opening side of the category-2 door, no closer than 300 mm from the door frame. A recessed 63 mm diameter draw box will be installed in a position directly behind the designated position of the biometric reader. A 20 mm diameter conduit will be installed from the draw box, internal to the wall and ceiling slab and will enter the ceiling void in a symmetrically clustered formation with the other access control conduit routes associated with the same room.



- 1.1.7 **SAPS 13 walk-in fire arm exhibit safe and station walk-in fire-arm safe (Existing facilities)**  
See Annexure 7

**GENERAL**

Room size as existing.

**CONSTRUCTION**

**Foundations** as existing.

**Walls** as existing.

Existing walls to be a minimum of 220 mm thick brick work construction finished with a 20 mm thick cement plaster finished with a steel trowel and covered with 2 x coats Acrylic base PVA paint in light colour (Beige etc.) on a suitable universal primer paint.

Existing window openings to be bricked up and finished to match existing walls. In case of a *heritage building*, the required permission must be obtained from the provincial heritage counsel for the required changes.

**Ceiling** to be 170 mm minimum thick reinforced concrete slab as specified by registered structural engineer, finished on the underside with 20 mm thick cement plaster, finished with a steel trowel and covered with 2 x coats Acrylic base PVA paint in light colour: White on a suitable concrete primer paint. Floor to ceiling height to be minimum 2550 mm (30 brick layers).

Should a concrete ceiling be absent, a purpose made, 2 mm thick mild steel sheet metal ceiling must be installed with proper support, in replacement of the existing ceiling. The structure of the ceiling is to be designed by a registered building professional, either being an *architect* or a *structural engineer*. Mild steel ceiling to be finished with two coats enamel paint in colour: White on one coat lead free metal primer paint.

**Roof construction and covering** as existing.

**Floor** to be 25 mm steel trowel floated cement screed on top of 75 mm thick in-situ casted concrete surface bed (3:3:1 mix ratio @ 30 MPa) with (Product code 193) 200 x 200 x 5.6 mm diameter mild steel mesh reinforcing, on top of hard core filling material compacted in layers not exceeding 150 mm. Cement screed to be finished with clear penetrating concrete sealant in accordance with manufacturer's specifications. SABS approved damp proof sheeting to be installed under the concrete surface bed on top of the hard core layer compaction.

**Strong room door** to be a SABS approved single heavy duty category 2 safe door, installed in accordance with the manufacturer's specifications and preferably by an accredited installer recommended by the manufacturer.

**Telescopic safe ventilators** are to be installed inside the walls of the large item store in accordance with the manufacturer's specifications. The strong room door manufacturer will normally also supply the *telescopic safe ventilators*. No windows in walls.

## Annexure A

A retractable security gate manufactured from mild steel is to be installed on the inside of the strong room door opening. The security gate must have a properly fitted floor slider guide as well as side and top frame – top frame to have top slider guide. Security gate to be finished with baked enamel paint in colour: Grey.

A service counter will be provided inside the fire arm safe for dispatch / receive and record keeping purposes, should existing space allows. Provide a mild steel security trellis on top of the counter with a 100 mm opening between counter top and the underside of trellis security panel.

Shelving for hand guns to be a standalone pigeonhole type, durable mild steel racking system finished with baked enamel powder coated epoxy. The racks must be at least 300 mm deep.

A wall mounted bullet trap suitable for hand held firearms and rifles with a SABS minimum product quality standard to be mounted against the wall in front of the counter, as indicated on Annexure 5.

Rifle rack for hand rifles and shot guns as per detail drawings. Annexure 6.

### **MECHANICAL**

A SABS approved De-humidifier shall be installed inside the fire arm safe in strict accordance with the manufacturer's specifications. The climatic zone in which the police station is located, must be considered when specifying the unit size. It is preferred that a registered *mechanical engineer* specify the equipment and oversee the installation.

#### **Dehumidifiers**

The most common way to dehumidify an environment is to cool the air being treated to a temperature well below the dew point and, thus, remove moisture from the air as water droplets. The treated air is then heated to the required temperature and the resultant relative humidity is a product of the amount of moisture removed by cooling and the final temperature of the air being treated.

This approach though practical, simple and common, has a number of significant problems. Firstly, the energy cost in cooling and then reheating air is quite substantial and should be considered as a factor in the long term running of any environment. Secondly, the amount of moisture removed from the air is proportional to the temperature differential and a system will often have to be oversized in order to be suitable for a wide range of environmental conditions experienced in many places. This is a particular problem in cool environments. And finally, it is very difficult to get accurate control using these sorts of systems, which may lead to cycling such that the system constantly seeks to adjust the conditions and this leads to regular increases and decreases in temperature and humidity, which is in itself detrimental to the storage of collection material.

Desiccant dehumidification is the removal of moisture from the air within a storage area by using a substance (desiccant) that is able to absorb moisture. The desiccant is subsequently heated, outside the controlled area to remove the absorbed moisture after which it can be reused. Such systems can achieve the low levels of dehumidification required for archival storage in most environments and are more energy efficient than the common cooling and heating approach described

## Annexure A

above. It is therefore recommended that the desiccant dehumidifier be considered other than the refrigerant.

### **ELECTRICAL**

Similar to that for new construction, installations and cabling routes will be recessed into walls and slabs as far as possible. Installations will be surface mounted in areas where the structures do not allow for recessed installations.

#### **Electronic fire detection**

Electronic fire detection installations will be extended from existing electronic fire detection infrastructure.

#### **Closed circuit television**

CCTV installations will be extended from existing CCTV infrastructure.

#### **Electronic access control**

Electronic access control will be extended from existing access control infrastructure.

**1.1.12 SAPS 13 vehicles exhibit impound yard**  
**See Annexure 12**

**GENERAL**

Yard size as indicated on an approved needs assessment document.  
The yard should be designed by a registered *architect* considering the number and type of vehicles to be stored, access and circulation, and be so positioned on the premises that a 2 meter patrol area be maintained always where located adjacent to boundary fencing.

**CONSTRUCTION**

Foundations for perimeter walls to be a minimum 600 x 230 mm concrete strip foundations (3:2:1 mix ratio @ 30 MPa) with the top surface of the foundation 340 mm minimum below the natural ground level, for stable soil conditions. Where suspect soil conditions exist, a qualified and registered *structural engineer* must be appointed to design a suitable foundation.

Plinth walls to be constructed of a satin face brick, laid in stretcher bond brick laying pattern, with wire mesh brick reinforcing in every consecutive brick layer from foundation up to floor screed height.

Perimeter walls to be constructed of a satin face brick, laid in stretcher bond brick laying pattern, with wire mesh brick reinforcing in every fifth consecutive brick layer. All joints between bricks to be properly filled with mortar. All corners to be properly tied-in with overlapping brick work. Wall to be 2210 mm above the finished ground level with a roller brick course on top. Provide flat-wrap razor wire on top of the perimeter wall. Vertical expansion joints to be provided in the perimeter wall at distances not exceeding 12 m. Provide weep holes at the base of the perimeter wall at 900 mm intervals by leaving half a brick opening, for storm water to flow away.

Perimeter columns for lateral support to be 440 x 440 mm satin face brick columns spaced at 3 meter centre intervals; laid in stretcher bond brick laying pattern, with wire mesh brick reinforcing in every fifth consecutive brick layer. All joints between bricks to be properly filled with mortar. All corners to be properly tied-in with overlapping brick work. Provide pyramid shaped pre-manufactured concrete coping to top of columns.

**Road surfaces (Paving specification)**

The area to be paved will be scarified to a depth of 150 mm where good soil conditions exist. Poor soil conditions to be scarified, backfilled and compacted according to *civil engineer's* specifications. The soil / base will be stabilized to its optimum moisture content and then compacted with a vibrating roller (*Bomac*), whichever is deemed more appropriate for the paved area. The base course is to be approved by a registered *civil engineer* prior to being treated with a weed killer similar or equal to HYVARX at the rate of 4 g/m<sup>2</sup> spread on a 45 mm thick loose layer of bedding sand (compacted to 30 mm).

The sand shall be sharp and well graded, silt or clay content not exceeding 3% with 85% or more passing a 2.36 mm sieve. The sand must be levelled using a straight edge or other suitable means. The sand surface must not be disturbed or walked upon before placing the paving bricks.

**Closed circuit television**

The architecture of all *CCTV* systems must be IP based. Static cameras must be of *PoE* type. *PTZ* cameras must be of *PoE+* type. Cameras must be low light capable down to .03 *lux*.

*CCTV* cameras can be mounted to *GRP* poles utilised for illumination of the impound yard. An additional 32 *mm* galvanised conduit will be cast into applicable concrete plinths for entry of power and fibre optic cabling. This route will protrude the top of the plinth and continue to the camera gear cabinet height. The camera gear cabinet will be located directly above the designated camera height. This will allow all sleeve and cable entries to be located at the bottom of the cabinet to enhance ingress protection. The camera gear cabinet will have the following features:

- Size 400 *mm* (height) x 300 *mm* (width) x 200 *mm* (depth)
- Manufactured from 304L stainless steel
- *IP* rating of 66
- Include chassis plate and pole mount brackets
- Lockable
- Temperature rated -20 °C to +60 °C

It is recommended that all *CCTV CAT-5/CAT-6* cables be of purple insulation.

Two 110 *mm* nextube sleeves will provide reticulation routes for fibre optic and power cabling from the server room to a manhole located in close vicinity to the vehicle impound yard, specifically for illumination and *CCTV* coverage of the yard.

**Electronic access control**

Access to the vehicle yard will be by means of an automated sliding vehicle gate. The gate will be controlled via biometric readers located on the inside and outside of the gate. Biometric readers will be mounted in weatherproof enclosures suitable for the application. The weatherproof enclosures must be mounted on goose necks appropriately positioned to provide unobstructed entrance to vehicles. Goose necks must be cast in plinths with dimensions appropriate to the application. A single 25 *mm* diameter conduit must be cast into the plinth to provide a side entry through the plinth from the manhole used for *CCTV* and security lighting cabling.

# Existing vehicle impound yards are required to meet the above minimum construction standards.

**1.1.18 Flammable liquid exhibit store**  
See Annexure 21

**GENERAL**

**Room size** as indicated on an approved needs assessment document.

A flammable liquid store is to be a loose standing building as specified by a registered *architect* in conjunction with a registered *fire engineer* in order to perform a rational fire design for the structure if required.

**CONSTRUCTION**

**Foundations** to be a minimum 600 x 230 mm concrete strip foundations (3:3:1 mix ratio @ 30 MPa) with the top surface of the foundation 340 mm minimum below the natural ground level, for stable soil conditions. Where suspect soil conditions exist, a qualified and registered *structural engineer* must be appointed to design a suitable foundation.

**Plinth walls** to be constructed of a burnt clay brick, laid in stretcher bond brick laying pattern, with wire mesh brick reinforcing in every consecutive brick layer from foundation up to floor screed height. SABS approved damp proof sheeting to be installed in walls at level of concrete surface bed.

**Walls** to be constructed of a burnt clay brick, laid in stretcher bond brick laying pattern, with wire mesh brick reinforcing in every fifth consecutive brick layer. All joints between bricks to be properly filled with mortar. All corners to be properly tied-in with overlapping brick work. Walls to be finished on both sides with a 20 mm thick cement plaster finished with a steel trowel and covered with 2 x coats Acrylic base PVA paint in light colour (Beige etc.) on a suitable universal primer paint.

**Ceiling** to be 170 mm minimum thick reinforced concrete slab as specified by registered *structural engineer*, finished on the underside with 20 mm thick cement plaster, finished with a steel trowel and covered with 2 x coats Acrylic base PVA paint in colour: White on a suitable universal primer paint. Floor to ceiling height to be minimum 2550 mm (30 brick layers).

**Roof construction and covering** as per *architect's* specifications.

**Floor** to be 25 mm steel trowel floated cement screed on top of 75 mm thick in-situ casted concrete surface bed (3:3:1 mix ratio @ 30 MPa) with (Product code 193) 200 x 200 x 5,6 mm diameter mild steel mesh reinforcing, on top of hard core filling material compacted in layers not exceeding 150 mm. Cement screed to be finished with clear penetrating concrete sealant in accordance with manufacturer's specifications. Finished floor slab to be 170 mm below the entrance door threshold in order to provide a liquid catchment area. Finished floor screed to be finished with suitable chemical resistant and liquid proofing sealant. SABS approved damp proof sheeting to be installed under the concrete surface bed on top of the hard core layer compaction.

**Strong room door** to be a SABS approved single heavy duty category 2 safe door, installed in accordance with the manufacturer's specifications and preferably by an accredited installer recommended by the manufacturer. The bottom of the door to

**Electronic fire detection**

A centrally located surface mounted smoke detector will be provided. This smoke detector will be associated with the fire detection control panel located in the behind counter area of the *CSC*.

**Closed circuit television**

The architecture of all *CCTV* systems must be *IP* based. Static cameras must be of *PoE* type.

One surface mounted static camera must be provided on the inside of the room at an appropriate location to monitor the entrance. The position must be selected in a manner whereby shelving and storage items do not impede the line of sight to the entrance. A 20 mm diameter conduit will be installed from the designated camera position to the ceiling void in adjacent proximity of the *CCTV*, access control, data & telephone welded wire mesh cable tray.

It is recommended that all data *CAT-5/CAT-6* be of blue or grey insulation and bundled together on one half of the cable tray and that all *CCTV* and access control *CAT-5/CAT-6* cables be of purple insulation and bundled together on the opposite half of the cable tray.

**Electronic access control**

The architecture of all access control systems must be *IP* based. The door controllers will be installed in the ceiling void above the ceiling slab. A single 100 x 50 mm emergency power single pole isolator with red steel faceplate and appropriately shaved earth will be provided in a weather proof slide lid type synthetic enclosure in the ceiling void in the approximate position of the door controller. It is recommended that the door controllers can also function in an off-line mode.

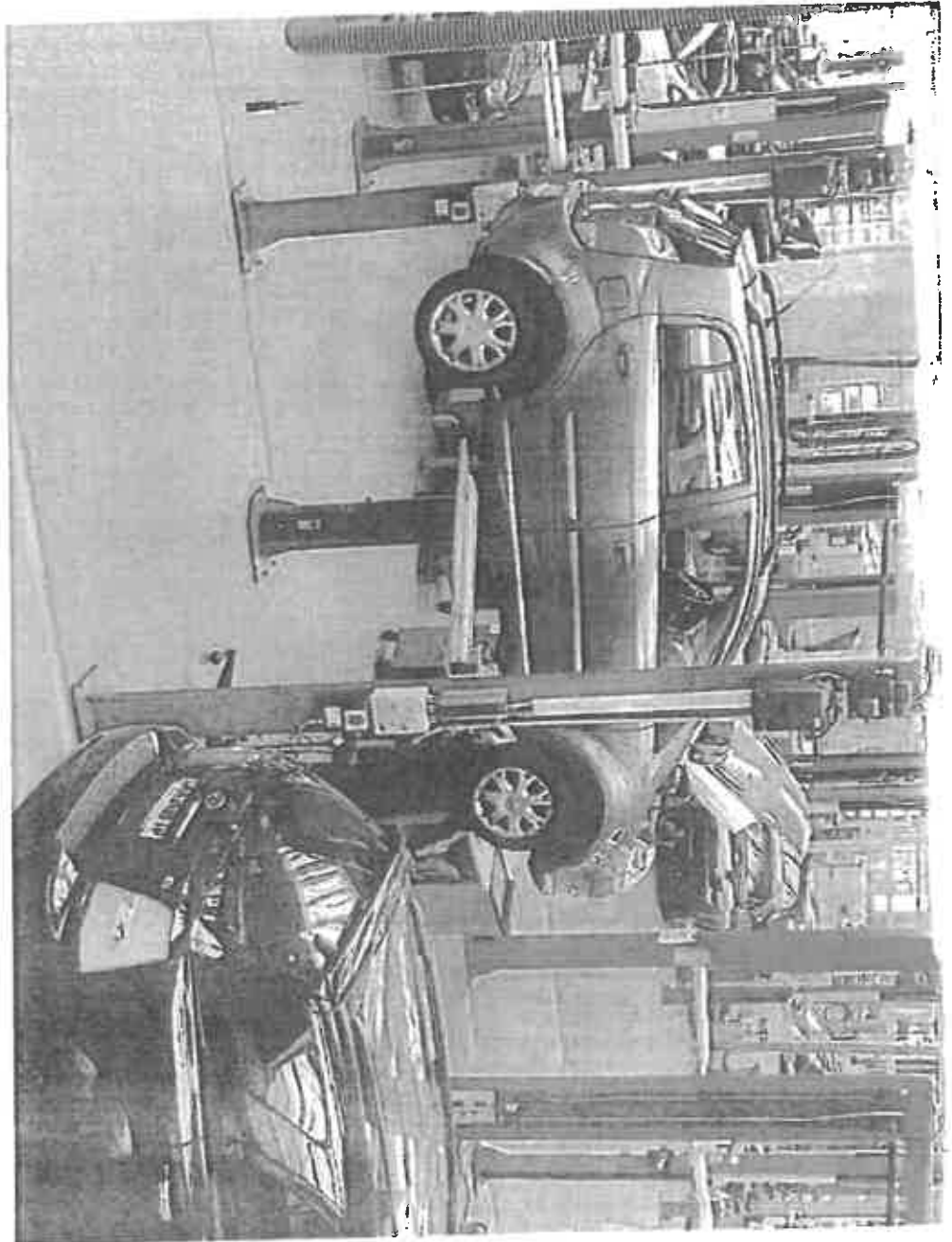
The category-2 door will be furnished with the following electronic access control devices:

- Magnetic lock with integrated door monitor and associated striker plate.
- Biometric reader.

The magnetic lock will be installed at approximately 2000 mm *AFFL* on the side wall of the entrance and in a vertical orientation. A 100 x 50 mm recessed draw box with steel faceplate will be installed in a vertical position in the side wall of the entrance and next to the magnetic lock mounting position. A 20 mm diameter conduit will be installed from the draw box to the ceiling void near of the door controller.

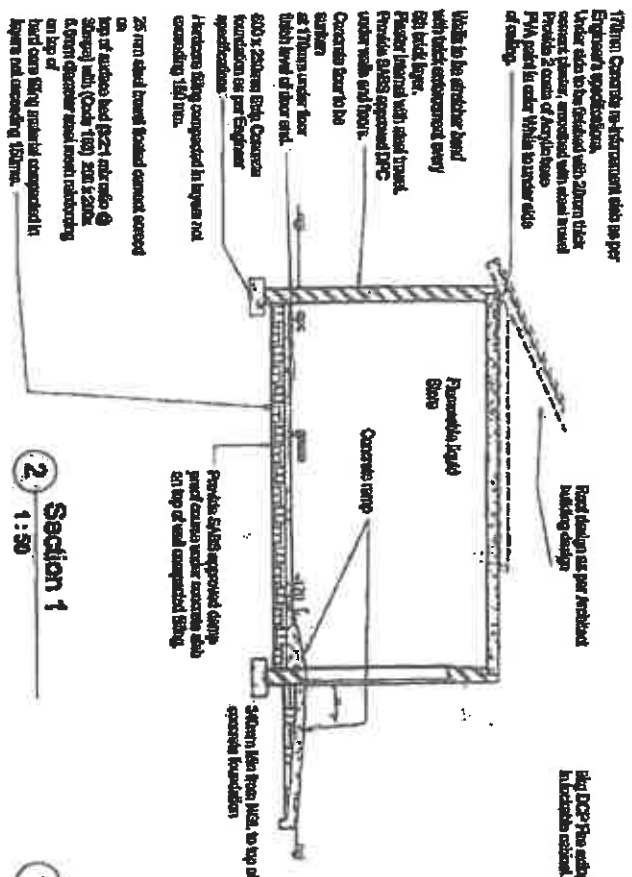
A surface mounted biometric reader will be installed at 1200 mm *AFFL* on the opening side of the category-2 door, no closer than 300 mm from the door frame. A recessed 63 mm diameter draw box will be installed in a position directly behind the designated position of the biometric reader. A 20 mm diameter conduit will be installed from the draw box, internal to the wall and ceiling slab and will enter the ceiling void in a symmetrically clustered formation with the other access control conduit routes associated with the same room.

~~Annexure A~~  
Annexure B

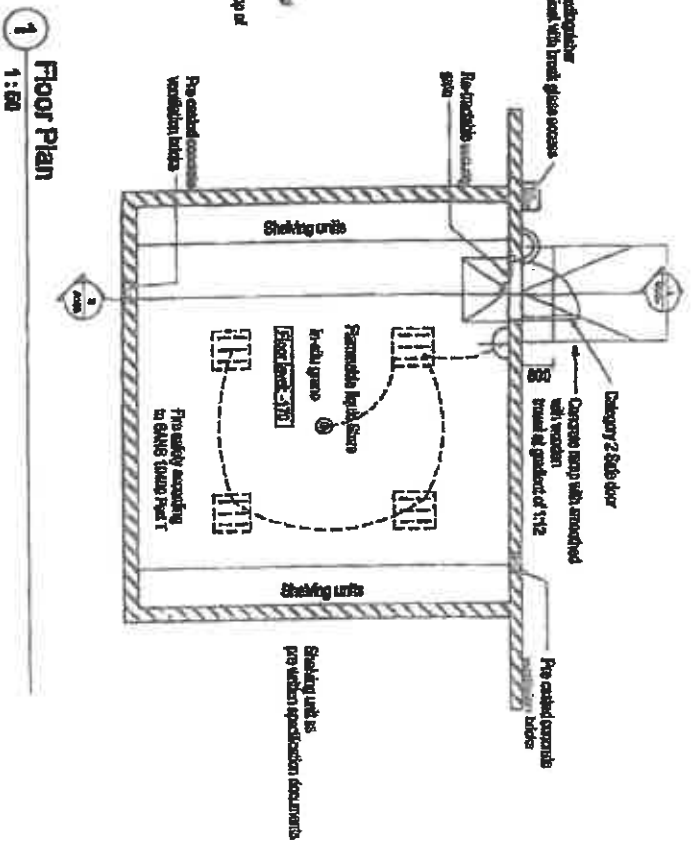




# TRUWCASTLE Garage



2 Section 1  
1:50

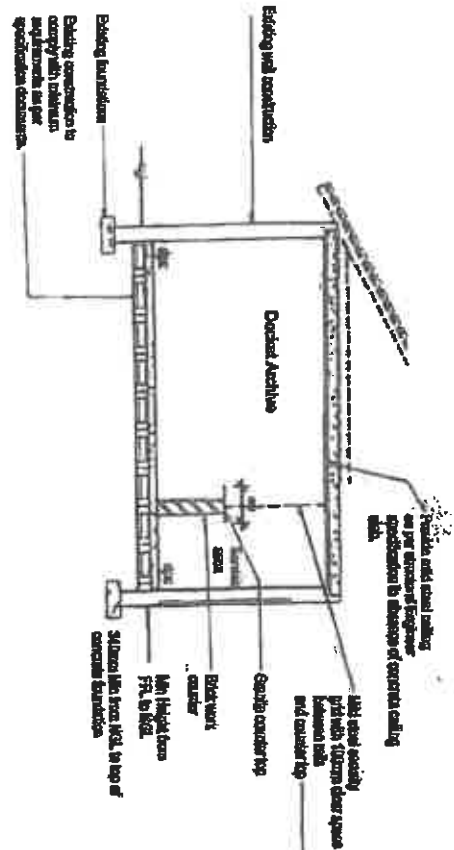


1 Floor Plan  
1:50

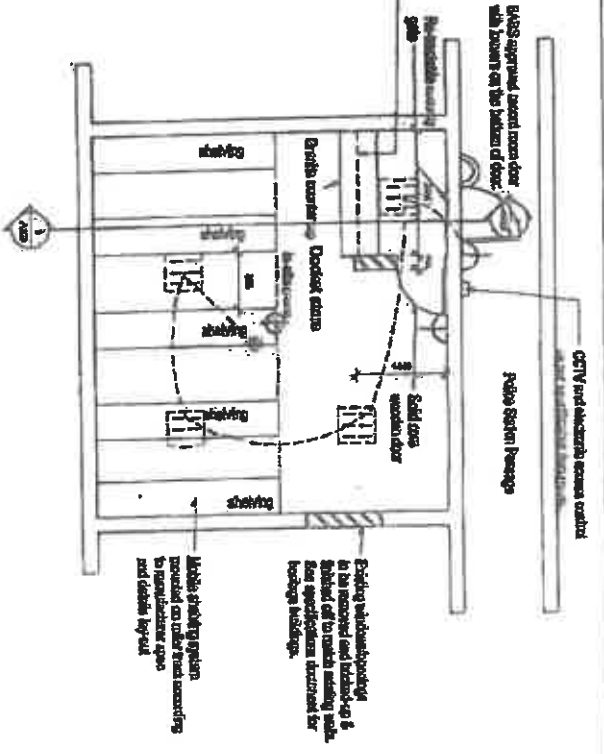
**Drawings not for construction purposes.**  
**Guideline documents only.**  
**Construction drawings by registered building professional in compliance with SANS 10400.**  
**Drawings to be read in conjunction with typed minimum standards, store, documents.**

Buckled Legend	
	Luminaires 600-recessed LED with cool white color rendering
	Subsoil lighting LED with cool white 230 AFTL
	Single UTR x 400 recessed cooler with steel long joint, 300mm
	Computer server
	Gas detector

# Newcastle Garage and other units

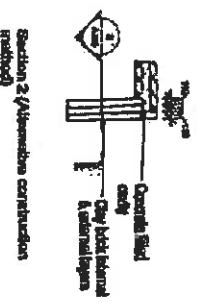


1 Section 1  
1:50

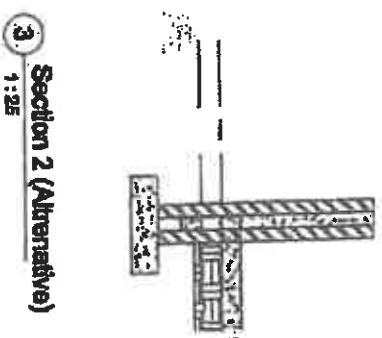


2 Section 2 (Alternative)  
1:25

**Drawings not for construction purposes. Guidelines documents only. Construction drawings by registered building professional in compliance with SANS 10400. Drawings to be read in conjunction with typed minimum standards, store, documents.**








Section 2 (Alternative construction details)



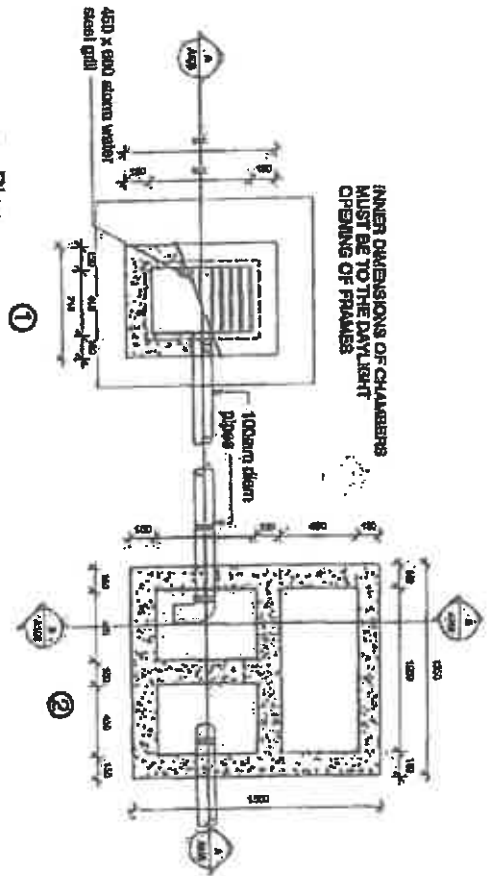
3 Section 2 (Alternative)  
1:25



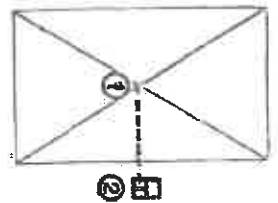
2 Floor Plan  
1:50

Electrical Legend	
	Light fixture (20W x 800mm LED with cold white color rendering)
	LED recessed outdoor light fixture door
	Recessed lighting (LED with cool white 230 V/100)
	Occupancy sensor
	Safety detector

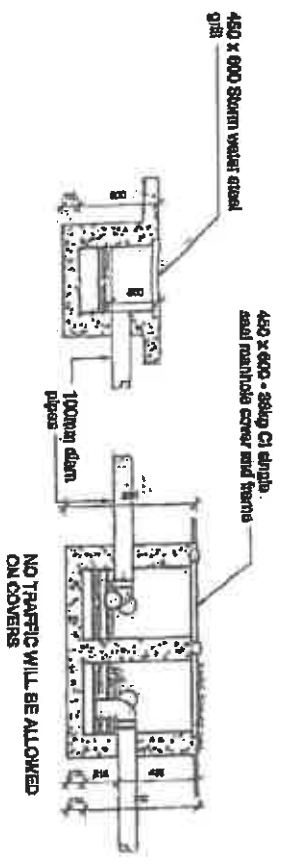
Newcastle Garage



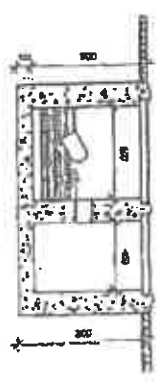
① Plan 1:20



Plan of wash bay

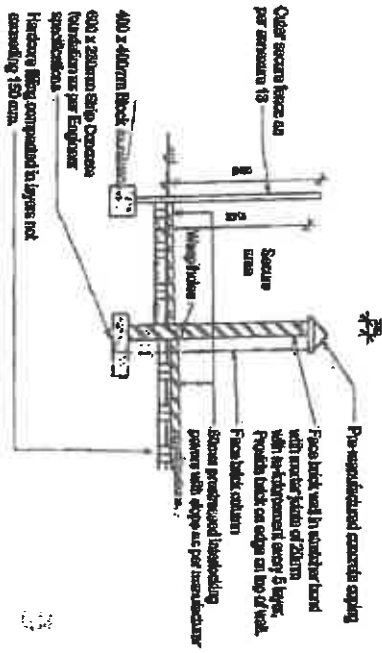


Section A-A 1:20

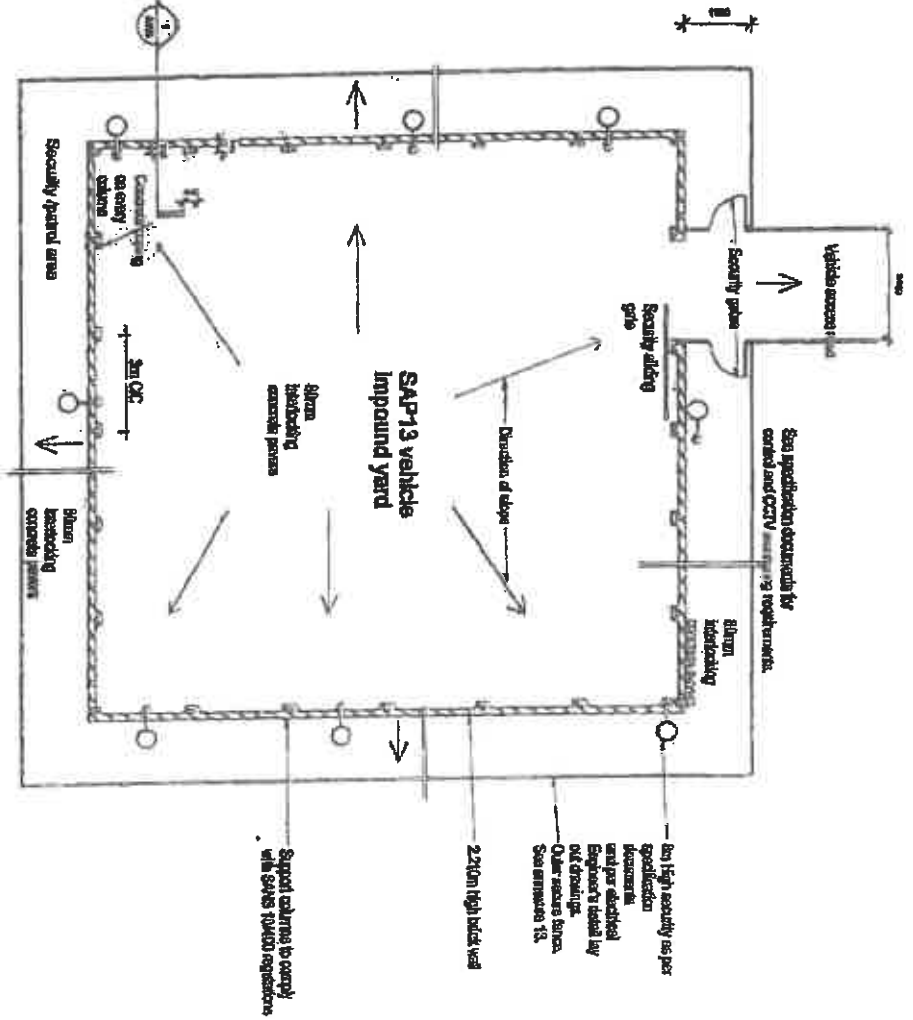


Section B-B 1:20

*Newcastle Garage*

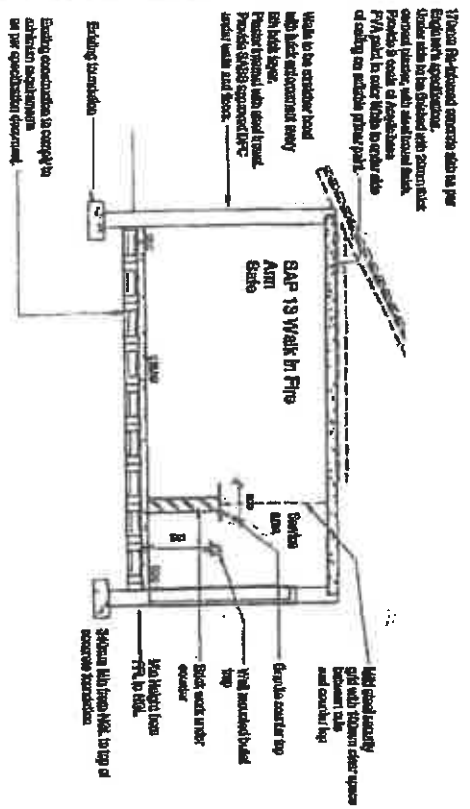


**1** Section 1  
1 : 80



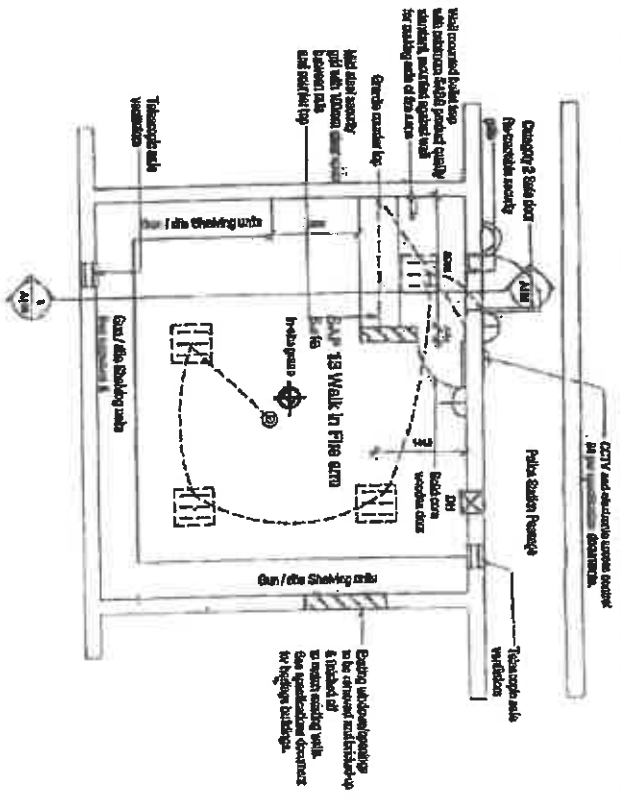
**2** Floor Plan  
1 : 100

Newcastle Garage & other units

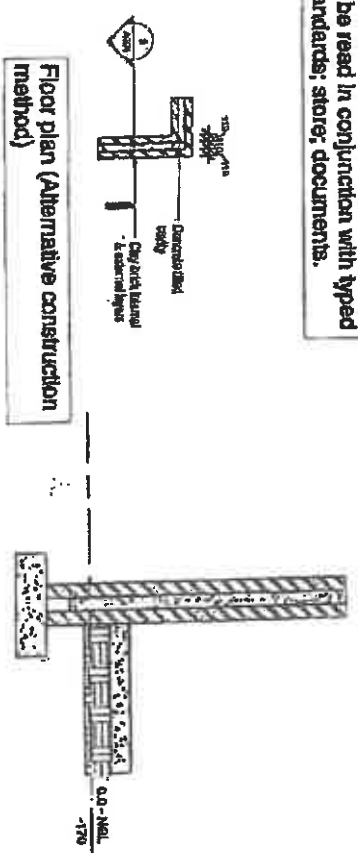


1 Section 1  
1 : 50

Drawings not for construction purposes. Guide-line documents only. Construction drawings by registered building professional in compliance with SANS 10400. Drawings to be read in conjunction with typed minimum standards, store, documents.



2 Floor Plan  
1 : 50



3 Section 2 (Alternative)  
1 : 25

Electrical Log grid	
	Landlord 600 r Edison LED with cool white color rendering
	LED recessed luminaire 800 above door
	Bi-phased lighting LED with cool white 2800 K/FFL
	Sign 150 x 100 recessed ceiling with stainless steel, 600mm x 600mm
	Occupancy sensor
	Gravel infill
	De-Header

