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

PLEASE TAKE NOTE

**BID NUMBER: H21/007 PF** 

**CLOSING TIME: SHARP 11:00** 

**CLOSING DATE: 08/12/2021** 

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

The Original Valid Tax Clearance Certificate for Bid Purposes from the Receiver of Revenue and the Bid Form must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

#### BID DOCUMENTS MAY BE POSTED TO

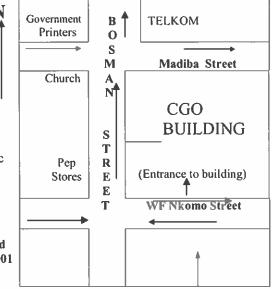
DIRECTOR-GENERAL Department of Public Works Private Bag X65 PRETORIA 0001

> ATTENTION: TENDER SECTION: Central Government office: Room 121

Bid documents that are posted must reach the Department of Public Works: Tender section, before 14:00 on the closing date of the bid.

OR

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



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

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

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

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

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

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

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

Map PWH June 2009



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

## **RETURNABLE DOCUMENTS**

## **FOR**

DEPARTMENT OF COOPERATIVE GOVERNANCE AND TRADING AFFAIRS: PROCUREMENT OF ALTERNATIVE OFFICE ACCOMMODATION LETTABLE AREA OF 20 028 SQM AND 790 PARKING BAYS FOR A PERIOD OF 5 YEARS IN PRETORIA (HATFIELD, BROOKLYN AND CENTURION)

**TENDER NUMBER: H21/007 PF** 



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

## THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR PROVISION OF:

PERIOD OF 5 YEARS IN HATFIELD, BROOKLYN AND CENTURION	Property description:	PROCUREMENT OF ALTERNATIVE OFFICE ACCOMMODATION FOR THE DEPARTMENT OF COORPARATIVE GOVERNANCE AND TRADITIONAL AFFAIRS COMPRISING OF 20 028.70SQM AND 790 PARKING BAYS FOR PERIOD OF 5 YEARS IN HATFIELD, BROOKLYN AND CENTURION
---	-----------------------	---

Bid no:	H21/007PF		
Advertising date:	16 November 2021	Closing date:	8 December 2021
Closing time:	11.00	Validity period:	60 days

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

	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
	The (DPW-08 (LS)): Bid offer must be clearly completed by the bidder, with clear specification of the financial offer in terms of rental and tenant installation allowance offered by bidder and the bid documents should be duly signed in ink, by the bidder. The offer should be submitted as per the bid questionnaire which forms part of the bid documents.
	The building must be within the geographic boundaries specified in the bid documents. HATFIELD, BROOKLYN AND CENTURION
×	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
	Submission of (PA-11): Declaration of Interest and Bidder's Past Supply Chain Management Practices
	Submission of (PA-29): Certificate of Independent Bid Determination.
	Submission of other compulsory returnable schedules / documents as per (PA-09 (LS)): List of returnable documents.
$\boxtimes$	If the bidder is an agent, a copy of the mandate from the owner must be submitted with the bid documents or in case of a prospective buyer the signed purchase agreement must be submitted.
	Compliance to Local Production and Content requirements
	Registration on National Treasury 's Central Supplier Database (CSD)
	Compliance with Pre-qualification criteria for Preferential Procurement
$\boxtimes$	PA32 should be fully completed
	An agent may bid on behalf of the owner of the Property but the responsiveness of the bid only measured on the owner/real owner of the property. No responsive points or functionality points will be given to the owner unless he/she is buying a property. A copy of the mandate from the owner must be submitted with the bid documents or in case of prospective buyer the signed purchased agreement with a Title Deed of the owner must be submitted. Title Deed will be required if the tenderer owns the building
$\boxtimes$	The Building must be within the geographic boundaries specified in the bid documents:Hatfield,Brooklyn and Centurion

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

$\boxtimes$	Category A - refers to segment where a property is owned by an enterprise(s)/
	individual(s) which are not less than:

# Department Process Applied Bernist D. Of Son oth AFRICA

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

- A maximum of 10/20 points may be allocated in accordance with sub-regulation 7(2) and 6(2) respectively of the PPPFA Regulations of 2017.
- The points scored by a tenderer in respect of the level of BBBEE contribution contemplated in sub regulation 6 (2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6 (1) and 7 (1) respectively
- Subject to regulation 7, the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act.

ā	0011	COTION			
П	. COLL	.ECHON	OF RID	DOCL	IMENTS:

Bid documents may be collected during working hours at the following address 21 CGO Building.
A non-refundable bid deposit of R 1000.00 is payable, (Cash only) is required on collection of the bid documents.
A select pre bid meeting with representatives of the Department of Public Works will take place at insert address on dd/mm/yyyy starting at insert time. Venue insert venue. (if applicable)

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

Contact person:	Tshifhiwa Muavha Telephone no:		0123105242	
Cell no:	0663701148	Fax no:	N/a	
E-mail: Tshifhiwa.Muvha@dpw.				

## 3. DEPOSIT / RETURN OF BID DOCUMENTS:

- 3.1. Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.
- 3.2. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.
- 3.3. All tenders must be submitted on the official forms (not to be re-typed).

BID DOCUMENTS MAY BE POSTED TO:		DEPOSITED IN THE TENDER BOX AT:
THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 65 Pretoria 0001	OR	DEPARTMENT OF PUBLIC WORKS CENTRAL GOVERNMT CORNER BOSMAN AND MADIBA STREER Reception
ATTENTION: PROCUREMENT SECTION: ROOM 212  POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT		

#### 4. COMPILED BY:



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

	<ul> <li>a. 51% Black-ownership</li> <li>b. 51% Black-manageme</li> <li>c. 51% Black controlled</li> <li>d. With a B-BBEE certife</li> <li>Property Sector codes</li> </ul>	and ficate statu	s level 4 or above assessed in terms of the
indiv	Category B – refers to a segment where a property is owned by an enterprise(s individual(s) which have not less than:		
	<ul> <li>a. 20% Black- ownership</li> <li>b. 20% Black manageme</li> <li>c. 20% Black Controlled</li> <li>d. With a B-BBEE certif</li> <li>Property Sector Codes</li> </ul>	ent ; and icate_status	s level 4 or above assessed in terms of the
	egory C - refers to a s	egment wh	ere a property is owned by an enterprise(s)/
	<ul> <li>a. 20% Black- ownership</li> <li>b. 20% Black manageme</li> <li>c. 20% Black Controlled</li> <li>d. With a B-BBEE certif</li> <li>Property Sector Codes</li> </ul>	ent ; and icate status	s level 4 or above assessed in terms of the
Category D – refers to property funds listed on the Stock Exchange:  a. That qualify as listed property funds or real estate investment trusts (REIT b. That have ownership by black individuals or black entities of more than 1 less than 51%; and  c. That are managed by property asset management entities with not less 51% Black ownership; 51% Black management and 51% Black control			
This bid will be evaluated a preference point scoring sy		l procureme	ent model in the PPPFA: (Tick applicable
80/20 Preference points scoring system	90/10 Preference point system	ts scoring	Either 80/20 or 90/10 Preference points scoring system
Price:			
Price:		%	of
Total must equal:		100%	
Functionality:			
Functionality:		%	
Minimum Functionality Sco	ore	%	
Total must equal:		100%	
			A
Functionality criteria:			Weighting factor:



LOCATION		
1. Preferred areas, Hatfield, Bro	oklyn and Centurion = 5	202/
2. Stand -alone building	=4	30%
3. Single tenant bilding	= 3	
4. two of the above	=2	
Accessibility		
1.Property must be close to maj 2. Meet entrance and exit requir 3. Property to meet requirement All three = 5	ements as per Building Regulations	20%
None of the above=0		
SUITABILITY		
Proposed design and layout mu standards(bear in mind the impa as per attached specification	st meet requirements of the National building act on structural changes of prospective premises)	# # # # # # # # # # # # # # # # # # #
BUILDING GRADES		
1. The property must be grade	A or B	
A grade building	= 5	20%
Grade B	=4	
B with grade A finishes	=3	
Commitment/confirmation letter the grade finishes and attach gr None of the above	that the building will be refurbished according to ading certificate.	
Maintenance Plan		
1. maintenance plan that covers 5	the whole period of the lease should be attached =	10%
2. none of the above = 0		
PARKING REQUIREMENTS		
50% covered parking in the sar	me building and 30% adjacent to building = 4	20%
None of the above =0		
Total		100 Points

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

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



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

	(40 Mg)	
Tshifhiwa Muavha	Moda	15/11/2021
Name of Property Manager	Signature	Date

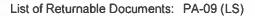


## PA-09 (LS): LIST OF RETURNABLE DOCUMENTS

Property description:	Procurement of alter	ooperative Governand rnative office accommo eriod of 5 years in Hatfid	dation of 20 028 SQI	VI and 790
Property Manager:	Tshifhiwa Muavha	Bid / Quote no:	H21/007 PF	

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

Bid Document Name:	Number of Pages:	Returnable document:
PA-04(LS) Notice and Invitation to Bid	4 Pages	$\boxtimes$
PA-09(LS) List of Returnable Documents	2 Pages	$\boxtimes$
PA-10(LS) Important Conditions of Bid	1 Pages	$\boxtimes$
PA-11(LS) Declaration of Intrest and Bidders' Past Supply Chain Management Practice	5 Pages	×
PA-15.1 Resolution of Board of Directors	2 Pages	$\boxtimes$
PA-15.2 Resolution of Board of Directors to enter into Consortia or Join Venture	2 Pages	×
PA-15.3 Special Resolution of Consortia or Joint Venture	3 Pages	$\boxtimes$
PA-16 Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017	6 Pages	×
PA-29 Certificate of Independent Bid Determination	4 Pages	$\boxtimes$
PA-32(LS) Invitation to bid	3 Pages	$\boxtimes$
PA-40 Declaration of Designated Groups for Preferential Procurement	2 Pages	
DPW-06 (LS) Lease Agreement	12 Pages	$\boxtimes$
DPW-08.1 (LS) Bid offer - Office Accommodation	3 Pages	$\boxtimes$
DPW-11.1 (LS) Specification of Minimum Requirements - Office Accommodation	3 Pages	
DPW-12 Compliance with all the Acts, Regulations and By-Laws Governing the Built Environment Certificate	1 Pages	
	Pages	
	Pages	
- 234	Pages	
	Pages	





Name of Bidder	Signature	Date



## PA-10 (LS): IMPORTANT CONDITIONS OF BID

Bid no:	H21/007 PF	Closing date:	08/12/2021
Advertising date:	16/11/2021	Validity period:	60 days

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

#### **BIDDER'S SIGNATURE:**

38	W 1840.0-0			
	\$P			
	Name of Bidder	Signature	Capacity	Date

# PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in <u>full</u> and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:  Department of Cooperative Governance and Traditional Affairs:  Procurement of alternative office accommodation of 20 028 SQM and parking bays for a period of 5 years in Hatfield, Brooklyn and Centuric				
Bid no:	H21/007 PF	Reference	no:	
The following particula	ars must be furnished. In the	case of a joint ve	enture, separate	declarations in respect of
each partner must be	completed and submitted.			
1. NAME OF ENTER	RPRISE			
	354		3.00	
2. CIDB REGISTRA	TION NUMBER (if applicab	ele)		
3. PARTICULARS O	F SOLE PROPRIETORS A	ND PARTNERS	IN PARTNERS	HIPS
Name*	Identity num	ber*	Persona	al income tax number*
		- 34%		
* Complete only if sole	e proprietor or partnership an	id attach separate	e page if more t	han 3 partners
, , , , , , , , , , , , , , , , , , , ,	, , , , , , , , , , , , , , , , , , ,			•
4. PARTICULARS	F COMPANIES AND CLOS	SE CORPORATION	ONS	
Company registration	number			
Close corporation reg	istration number			
Tax reference number	r			



- 5. Any legal person, including persons employed by the State1; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:
- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

6.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
6.1	Full Name of bidder or his or her representative:
6.2	Identity number:
6.3	Position occupied in the Company (director, trustees, shareholder <sup>2</sup> ect
6.4	Company Registration Number:
6.5	Tax Reference umber:
6.6	VAT Registration Number:
6.6	5.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.
ı "Stat	e" means –
	(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
	(b) any municipality or municipal entity; (c) provincial legislature;
	(d) national Assembly or the national Council of provinces; or (e) Parliament.
² "Shar	reholder" means —
	(a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise
6.7	Are you or any person connected with the bidder presently employed by the state?  YES N

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". Page 2 of 5

For External Use

Effective date June 2015

Version: 1.1



6.7.1	If so, furnish the following particulars:						
	Name of person / director /trustees/shareholder/ member:						
	is connected to the bidder is employed						
	Position occupied in the state institution:						
	Any other particulars:						
	,						
6.7.2	If you are presently employed by the state, did you obtain the appreciate authority to undertake remunerative work outside employment in the public sector? YES NO						
6.7.2.1	If yes, did you attach proof of such authority to the bid document?						
	(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.						
6.7.2.2	If no, furnish reasons for non-submission of such proof:						
6.8	Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months?						
6.8.1	If so, furnish particulars:						
6.9	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?						
6.9.1	If so, furnish particulars.						
6.10	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?						
6.10.1	If so, furnish particulars.						

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". Page 3 of 5 For External Use Effective date June 2015 Version: 1.1

6.11			whether or not they are bidd		
6.11.1	If so, furnish particular				
7. Fu	ll details of directors /	trustees / memb	ers / shareholders.	••••••	
Full N	lame	Identity Number	Personal Tax Reference Number		mployee r / Persal r
	10.00				
		7			
	CTICES		DER'S PAST SUPPLY CHA	AIN MAN	AGEMENT
8.1	Treasury's database as business with the public (Companies or persoinformed in writing	s companies or per c sector? ons who are list of this restriction	ed on this database were on by the National remains and the National remains applied).	Yes	□ No
8.2	If so, furnish particulars				
8.3	Is the tenderer / bidder Tender Defaulters in te Combating of Corrupt / To access this Regis	rms of section 29 Activities Act (No 1	2 of 2004)?	Yes	□ No

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". Page 4 c. For External Use Effective date June 2015 Version: 1.1 Page 4 of 5 Version: 1.1



	website, www	treasury.gov.za, click on	the icon "Register for		
	Tender Defau	ilters" or submit your wr	itten request for a	ŀ	
	hard copy of	the Register to facsimile r	number (012) 3265445.		
3.4	If so, furnish pa				
3.5		er / bidder or any of its directo court outside of the Republic			□ No
		ring the past five years?	or oculir minoay for mada	Yes	
3.6	If so, furnish pa				
8.7	Was any contra	nct between the tenderer / bid	der and any organ of state		
0.7		ng the past five years on acco		₩	☐ No
		ith the contract?		Yes	
8.8	If so, furnish pa	rticulars:			
9. CEI	RTIFICATION				
I the ur	ndersigned (full	name)	certify that the	informatic	n furnishe
	•				
his de	claration form is	s true and correct.			
Laccer	nt that in additio	on to cancellation of a contr	act action may be taken	against m	e should t
•	-		act, action may be taken	agamst m	ic snound t
declara	ation prove to be	false.			
Name	e of Tenderer /	<u> </u>			. •
	bidder	Signature	Date	Posi	tion
		<u> </u>	L		

This form has been aligned with SBD4 and SBD 8



# PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

Project title:	Procurement of alterna	tive office accomp	ance and Traditional Affairs: modation of 20 028 SQM and 790 atfield, Brooklyn and Centurion
Tender / Bid no:	H21/007PF	Reference no:	
Ι,			(surname and name),
identity number,		do hereby declare	that I am a registered medical
practitioner, with my	•		, practising at
declare that I have exa			(Physical or postal addresses)
identity number		and	have found the said person to be
permanently disabled or h	aving a recurring disability		
The nature of the disability	is as follows:		
Thus signed at	on this _	day of	20
Signature	Date		
			OFFICIAL STAMP OF MEDICAL PRACTITIONER



## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

(legall	y correct full name and registration number, if applica	able, of the Enterprise)	
Held	at	(place)	
on _		(date)	
RES	OLVED that:		
1. 1	he Enterprise submits a Bid / Tender to the	Department of Public Works in r	espect of the following project:
- 0	project description as per Bid / Tender Document)		
Е	Bid / Tender Number:	(Bid / Tender N	lumber as per Bid / Tender Document)
2. *	Mr/Mrs/Ms:		
iı	h *his/her Capacity as:		(Position in the Enterprise)
a	and who will sign as follows:		
a	be, and is hereby, authorised to sign the correspondence in connection with and reliny and all documentation, resulting from above.	ating to the Bid / Tender, as we	If as to sign any Contract, and
	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12	122		
13			
14			



### Resolution of Board of Directors: PA-15.1

15		
16		
17		
18		
19		
20		

20		
	bidding enterprise hereby absolves the Department of Public Works froment being signed.	m any liability whatsoever that may arise as a result of this
No	te:	ENTERPRISE STAMP
1.	* Delete which is not applicable.	
2.	NB: This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.	
3	In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).	
4.	Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).	
5.	Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.	



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

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of: (Legally correct full name and registration number, if applicable, of the Enterprise) Held at \_ (place) (date) **RESOLVED that:**  The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises: (List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint to the Department of Public Works in respect of the following project: (Project description as per Bid /Tender Document) Bid / Tender Number: (Bid / Tender Number as per Bid / Tender Document) \*Mr/Mrs/Ms: in \*his/her Capacity as: \_\_\_\_\_\_\_\_(Position in the Enterprise) and who will sign as follows: \_\_\_\_\_ be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above. 4. The Enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above: Physical address: \_ (code)

stal Address:	 		
	 	<u>_</u>	
	 	(code)	

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

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

### Note:

\* Delete which is not applicable.

Fax number:

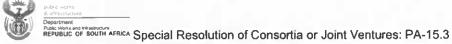
- NB: This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding /
- the Bidding Enterprise (attach proof of shareholding / ownership hereto).

  Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).

  Should the number of Directors / Members / Partners
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENT	ERPRISE	STAMP
	_	

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". Page 2 of 2 Version: 1:2 For external use Effective date April 2012



# PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. s	
3.	
-	
4.	
5.	
6.	
7.	
2	
В.	
3	
Helo	d at(place)
on _	(date)
RE	SOLVED that:
RES	SOLVED that:
	The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:
	(Project description as per Bid /Tender Document)
	Bid / Tender Number:(Bid / Tender Number as per Bid /Tender Document)

Telephone number:

For external use

Fax number: \_

Effective date April 2012

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	Name	Capacity	Signature
1			
2			
3			
4			
5	N = N = N =		
6	1.0		
7			
8			
9			S. S. S. S.
10	***		
11			
12			
13			
14			
15			

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

#### Note:

- \* Delete which is not applicable.
- Delete which is not applicable.

  NB: This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.

  Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.

  Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).



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

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

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

#### 1. **GENERAL CONDITIONS**

- 1.1. The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- The value of this bid is estimated to Exceed R50 000 000 (all applicable taxes included) and therefore 1.2. the...90/10.....system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
  - Price: and (a)
  - B-BBEE Status Level of Contribution. (b)
- 1.3.1 The maximum points for this bid are allocated as follows:

		POINTS
1.3.1.1	PRICE	90
1.3.1.2	B-BBEE STATUS LEVEL OF CONTRIBUTION	10
	Total points for Price and B-BBEE must not exceed	100

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

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". Page 1 of 6

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

#### 2. DEFINITIONS

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

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

  "Tender" or "Tenderer".

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

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

#### 3. ADJUDICATION USING A POINT SYSTEM

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

#### 4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

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

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Pmin = Comparative price of lowest acceptable bid

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

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

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

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

6.	DID	DECL	ADA	TION
13.		DEGL	.ARA	

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
- 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1
- 7.1 B-BBEE Status Level of Contribution: = .....(maximum of 10 or 20 points)

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

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

8	SUB-CONTRACTING (relates to 5.5)					
8.1	Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable					
8.1.1	I If yes, indicate:  (i) what percentage of the contract will be subcontracte%  (ii) the name of the sub-contractor?					
	(iii) the B-BBEE status level of the sub-contractor?					
not a	(iv) whether the sub-contractor is an EME/ a QSE? applicable)	YES/NO	O (delete which is			
Des	signated Group: An EME or QSE which is at last 51% owned by:	EME V	QSE √			
Black	k people					
	k people who are youth					
	k people who are women					
	k people with disabilities					
	k people living in rural or underdeveloped areas or townships	-				
	perative owned by black people					
Black	k people who are military veterans  OR					
A 1						
Any I Any (						
Ally V	Q3E					
9	DECLARATION WITH REGARD TO COMPANY/FIRM					
9.1	Name of company/firm		: :			
9.2	VAT registration number :					
9.3	Company registration number:					
9.4	TYPE OF COMPANY/ FIRM					
fTick.	Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation Company (Pty) Limited APPLICABLE BOX]					

## 6

## Preference Points Claim for Bids: PA-16

5			PRINCIPAL BUSINESS ACTIVITIES			
9.6	COMPANY CLASSIFICATION  Manufacturer Supplier Professional service provider Other service providers, e.g. transporter, etc. [Tick applicable box]					
9.7	Total nun	Total number of years the company/firm has been in business?			business?	
9.8	that the p	oints cla regoing	nimed, based on the B-BBE s	tatus lev	to so on behalf of the company/firm, certify yel of contribution indicated in paragraph 7 the company/ firm for the preference(s)	
	(i) (ii) (iii) (iv)	<ul> <li>indicated in paragraph 1 of this form.</li> <li>In the event of a contract being awarded as a result of points claimed as sh paragraph 7, the contractor may be required to furnish documentary proof satisfaction of the purchaser that the claims are correct;</li> </ul>				
		(a)	Disqualify the person from	the bido	ding process;	
		(b)	Recover costs, losses or d that person's conduct;	lamages	s it has incurred or suffered as a result of	
		(c)			damages which it has suffered as a result arrangements due to such cancellation;	
		(d)	shareholders and director business from any organ	s who a of state	ts shareholders and directors, or only the cted on a fraudulent basis, from obtaining for a period not exceeding 10 years, after other side) rule has been applied; and	
		(e)	forward the matter for crin	ninal pro	osecution	
	WITNE	ESSES:				
1.	*******					
2.					SIGNATURE(S) OF BIDDER(S)	
DATE				ADDF	RESS:	



## 7

Preference Points Claim for Bids: PA-16

.......



## PA-29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	Department of Cooperative Governance and Traditional Affairs: Procurement of alternative office accommodation of 20 028 SQM and 790 parking bays for a period of 5 years in Hatfield, Brooklyn and Centurion		
Bid no:	H21/007PF	Reference no:	:

#### INTRODUCTION

- This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
- 2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe* se prohibition meaning that it cannot be justified under any grounds.
- 3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

<sup>&</sup>lt;sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.



<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

he undersigned, in submitting the accompanying bid:	
(Bid Number and Description)	
response to the invitation for the bid made by:	
(Name of Institution)	
hereby make the following statements that I certify to be true and complete in spect:	ı every
ertify, on behalf of:	that:
(Name of Bidder)	
I have read and I understand the contents of this Certificate.	
I understand that the accompanying bid will be disqualified if this Certificate is not to be true and complete in every respect.	s found
I am authorized by the bidder to sign this Certificate, and to submit the accomp	anying

- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
- 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:



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

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



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

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract. sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Name of Bidder	Signature	Date	Position



# PART A INVITATION TO BID

Department of Cooperative Governance and Traditional Affair accommodation of 20 028 SQM and 790 parking bays for Brooklyn and Centurion			
accommodation of 20 028 SQM and 790 parking bays for			
A CONTRACTOR OF THE PARTY OF TH	a period of 5 years in Hatfield,		
DESCRIPTION Brooklyn and Centurion			
The state of the s			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRAC	CT FORM (DPW04.1 GS or DPW04.2 GS).		
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX			
SITUATED AT (STREET ADDRESS)  Department of Public Works, Corner Madiba and Bosman, Pretoria			
Department of Fuoric Works, Corner Madioa and Bosinan, Fretoria			
OR POSTED TO:	· ·		
Department of Public Works, Private bag x 65, Pretoria, 001: Attention SC	M		
opuliment of fuono works, invite out x 65, inclored, our recention se			
SUPPLIER INFORMATION	a management as a management of the		
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER CODE NUMBER	2		
CELLPHONE NUMBER			
FACSIMILE NUMBER CODE NUMBER	₹		
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TCS PIN: OR CSD No			
B-BBEE STATUS LEVEL VERIFICATION Yes B-BBEE STATUS	S Yes		
CERTIFICATE LEVEL SWORN  [TICK APPLICABLE BOX] No AFFIDAVIT	□No		
IF YES, WHO WAS THE CERTIFICATE	_   NO		
ISSUED BY?			
AN ACCOUNTING OFFICER AS ONTE ACT (CCA)	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION		
	EDITED BY THE SOUTH AFRICAN		
CORPORATION ACT (CCA) AND NAME ACCREDITATION SYSTEM (SANAS)			
THE APPLICABLE IN THE TICK BOX  A REGISTERED AUDITOR			
NAME:  [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR E	MES& OSES MUST BE SUBMITTED IN		
ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED Yes No ARE YOU A FO			
REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS BASED SUPPLI THE GOODS /S			
OFFERED?   IF YES ENCLOSE PROOF    NWORKS OFFE			
CIONATURE OF PIRRER			
SIGNATURE OF BIDDER DATE  CAPACITY UNDER WHICH THIS BID IS			
SIGNED (Attach proof of authority to sign	2		
this bid; e.g. resolution of directors, etc.)			
TOTAL BID PRI			
TOTAL NUMBER OF ITEMS OFFERED APPLICABLE T BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATI	ION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY CONTACT PERSON	THE PROPERTY OF		
CONTACT PERSON TELEPHONE NUMBER			



REPUBLIC OF SOUTH AFRICA	
TELEPHONE NUMBER	FACSIMILE NUMBER
FACSIMILE NUMBER	E-MAIL ADDRESS
E-MAIL ADDRESS	

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

#### Note Well:

For Internal Use

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT
- b) All delivery costs must be included in the bid price, for delivery at the prescribed destination.
- c) The price that appears on this form is the one that will be considered for acceptance as a firm and final offer.

Effective date April 2018

- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

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Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". THIS FORM IS ALIGNED TO SBD1

Invitation to Bid: PA-32



<sup>1</sup> All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies



# PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

1 LIST ALL PROF	1 LIST ALL PROPRIETORS. MEMBERS OR SHAREHOL	SHAREHOLDE	DERS BY NAME. IDENTITY NUMBER. CITIZENSHIP AND DESIGNATED GROUPS.	ENTITY NUMBER	CITIZENSHIP A	ND DESIGNATE	AND DESIGNATED GROUPS.	
ē	Identity/ Passport number and Citizenship##		Back	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
		%	☐ Yes ☐ No	□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
2.		%	☐ Yes ☐ No	□ Yes □ No	☐ Yes ☐ No	□ Yes □ No	□R □ UD □T □ U	☐ Yes ☐ No
છ		%	□ Yes □ No	□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No		□ Yes □ No
4.		%	☐ Yes ☐ No	□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
5.		%	□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No	□ Yes □ No	OR OUDOT OU	☐ Yes ☐ No
9		%	☐ Yes ☐ No	☐ Yes ☐ No	□ Yes □ No	☐ Yes ☐ No		☐ Yes ☐ No
7.		%	☐ Yes ☐ No	□ Yes □ No	□ Yes □ No	☐ Yes ☐ No	OR OWD T OU	☐ Yes ☐ No
80		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□R□W□T□U	☐ Yes ☐ No
.60		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□R□W□T□U	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□R □ UD □T □ U	☐ Yes ☐ No
11.		%	□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□R □ UD □T □ U	☐ Yes ☐ No
12.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	OR OUD OT OU	☐ Yes ☐ No

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

<sup>&</sup>lt;sup>1</sup> EME: Exempted Micro Enterprise <sup>2</sup> QSE: Qualifying Small Business Enterprise



# PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

# 2. DECLARATION:

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

The information and particulars contained in this Affidavit are true and correct in all respects; 2

The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;

The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein.

The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;

Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

# Signed by the Tenderer

S

	Date
	Signature
	Name of representative
The state of the s	



# DPW-06 (LS): LEASE AGREEMENT INDEX

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

DPW-06 (LS): Lease Agreement

### **LEASE**



4	- DA	рτі	IES:
	- FA	RII	IEJ.

The parties to this agreement are:	
	Registration Number if the Lessor is a Company or
Close Corporation represented by	duly authorised as per
attached resolution, hereinafter referred to	as the Lessor

### AND

The Government of the Republic of South Africa, represented by the Director General of the Department of Public Works or his/ her delegate duly authorised, hereinafter referred to as the Lessee.

### 2. <u>DEFINITIONS AND INTERPRETATION</u>

- 2.1. In this agreement, unless the context indicates otherwise, the following words have the meaning assigned to them hereunder:
- "adjustment date" the date, or the last day of the period, mentioned in Item 4 of Schedule 1 on which the escalation rate comes into operation;
- "building" the entire structure known by the name as set out in Item 2 of Schedule 1 and situated on the property set out in Schedule 1;
- "commencement rental" the monthly rental payable in respect of the first year of the lease or, in the event of the first fixed period of the lease being less than one year, the rental determined for that period, the amount of which is stipulated in Item 6 of Schedule 1;
- "commencement date" the date stipulated in Item 5 of Schedule 1 on which the lease commences;
- "escalation rate" the percentage mentioned in Item 7 of Schedule 1, which adjusts the rental on every adjustment date;
- "Lessee" the Government of the Republic of South Africa, herein represented by the Director-General of the Department of Public Works or his delegate duly authorised;
- "Lessor" the owner of the premises (or a sub lessor who warrants his authority to enter into this lease agreement with the Lessee and attaches such authorisation hereto) who, if he does not sign personally, is herein represented by the person mentioned in Item 9 of Schedule 1 who by his signature hereto warrants that he is authorised to sign this agreement on behalf of the Lessor;
- "occupant" the Government Department that will physically occupy the premises for the duration of the contract of lease;
- "premises" the building and/or the structure and/or the land, or portions thereof, mentioned in Item 2 of Schedule 1, which forms the subject of this lease;
- " renewal period" the period mentioned in Item 12 of Schedule 1 for which this lease can be extended by the Lessee and the Lessor;
- "termination date" the date stipulated in Item 13 of Schedule 1 on which the lease terminates;
- 2.2. The clause headings of this agreement have been inserted for reference purposes only and shall not be taken into account in its interpretation. Unless the context indicates otherwise, words importing the singular shall include the plural, words importing persons shall include bodies corporate, and, in each instance, also the opposite thereof.

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

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

### 3. THE LEASE:

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

### 4. THE PERIOD:

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

### 5. RIGHT TO RENEW:

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

### 6. THE RENTAL:

6 1	The commencement	rental sh	all be a total	amount of R	made up of:
υ. ι .		i ei ilai Si i	iali de a lulai	annount of ix	made up oi.

- R in respect of Office Rental
- R in respect of parking;
- R (other- specify)

Subtotal

Vat

TOTAL

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

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

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### 7. USE OF PREMISES:

- 7.1. The Lessee records that he will use the premises for the purpose specified in Item 14 of Schedule 1 and for no other purpose, except with the written consent of the Lessor, which consent shall not be withheld unreasonably.
- 7.2. The Lessor shall be obliged to obtain such consents and authorisations (excluding trade and other licences) as may be required by competent authorities or title conditions to enable the Lessee to use the premises for the purpose referred to in 7.1.

### 8. OCCUPATION OF THE PREMISES:

The Lessor warrants the Lessee's right to free and undisturbed possession of the premises from the commencement date until termination of the contract: Subject thereto that any delay in taking possession due to actions of the Lessee or the occupant, shall not be regarded as a delay on the part of the Lessor.

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

- 9.1. Schedule 2 contains details of the installations required by the Lessee, the party responsible for effecting those installations and the party who bears the costs in respect thereof. Schedule 2 also contains the obligations, if any, of the Lessee in regard to the removal thereof at the termination of the contract.
- 9.2. The Lessee shall, within five (5) working days of occupation, furnish the Lessor with three (3) dates and times, which dates must be within twenty-one (21) days of occupation, to convene a meeting to inspect the premises. The Lessor shall accept a date, from those furnished, that is suitable to him. At such meeting the parties, including the occupant, shall jointly inspect the premises, so as to ascertain any damage or defect in the premises and the general condition of the premises and to record them in a list which all three parties shall sign.
- 9.3. The Lessor shall within fourteen (14) days of such inspection repair the defect(s).
- 9.4. Should the Lessor fail to comply with his obligations in respect of installations required by the Lessee, if any, or fail to repair the defect(s), the Lessee shall notify the Lessor of such failure and unless the Lessor so complies within fourteen (14) days, save in emergencies, the Lessee shall be entitled to rectify those matters at his own expense and to recover the costs thus incurred from the Lessor.
- 9.5. The Lessor shall furnish the dates and times at least fourteen working (14) days prior to the expiry of the lease for the inspection of the premises after termination of the lease. Within fourteen (14) days after the expiry of the lease, the Lessor shall ensure that the following lists are compiled:
  - 9.5.1.A list of all the items where both parties agree that such items are damaged or defective and that the Lessee is liable; and
  - 9.5.2.A list of the items, which are damaged, or defective and which in the opinion of the Lessor the Lessee is liable for, whereas the Lessee denies liability.
- 9.6. The items recorded in the list contemplated in clause 9.5.2 shall be replaced as per agreement between the parties. Should the parties fail to reach such an agreement, the dispute may by agreement between the parties be referred to an independent professional who shall act as a mediator.
- 9.7. The Lessee shall not be responsible for the payment of rent or damages during the month when the damages caused to the premises are being repaired.

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

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### 10. FIXTURES:

- 10.1. The parties agree that for the purposes of the interpretation of this clause and of this lease, fixtures shall refer to movable or immovable fittings installed by the Lessee and required for his purposes, such as computer cables and telephone systems. The Lessee shall be entitled, at his expense and with the written consent of the Lessor, which consent shall not be unreasonably withheld (alternatively, as arranged in Schedule 2), to install fixtures (which shall remain the property of the Lessee) on the premises: Provided that, after the termination of this lease
  - fixtures may be removed by the Lessee on condition that the premises are restored to the condition in which they were before the installation of the fixtures, fair wear and tear excepted; or
  - the Lessor may demand that fixtures which have not been thus removed, shall be removed by the Lessee, in which event the same requirements regarding the restoration of the premises shall apply.

### 11. EXPENSES, MAINTENANCE AND REPAIRS;

- 11.1. For the purpose of the interpretation of this clause and of the lease, the parties agree that the words in the heading bear meanings assigned to them hereunder:
  - "expenses" those disbursements in respect of the premises which are occasioned by the ownership or the operation thereof, e.g. assessment rates, municipal levies, air-conditioning and lift maintenance, insurance premiums, etc.;
  - "maintenance" everything which is required to be done in order to enable the Lessee to return the premises to the Lessor on the termination date in the condition they were in at the commencement date, fair wear and tear excepted;
  - "repairs" everything which is required to be done in order to achieve the same goal as that envisaged in the definition of "maintenance", but which requires more labour and more expense than maintenance, such as the replacement of cables, taps, locks, floor tiles, geysers and the like. The parties are agreed that normal wear and tear can through time require repairs.
- 11.2. Responsibilities of the Lessor: -
  - assessment rates and fixed municipal levies including all related increases;
  - · Any related insurance of the premises and the increases thereof;
  - normal maintenance and repairs (including painting) of both the exterior and interior of the premises, including the cleaning of the exterior of the premises as well as windows, in a high rise building;
  - the operation (including maintenance and repairs) of the air-conditioning system and the lifts during normal office hours or during such times as may be agreed upon;
  - water and electricity consumption to the extent that these are not separately metered for the Lessee;
  - municipal rates (existing and future) levied on ownership (including rates increases);
  - installation and maintenance of the fire extinguishing and fire detection equipment as stipulated in clause 13; and
  - the replacement of carpeting at the expiry of their agreed lifetime.

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

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### 11.3. Responsibilities of the Lessee: -

- · domestic cleaning of the interior of the premises
- the domestic services such as the provision of toilet paper, soap, towels, etc.;
- the costs of water and electricity consumption to the extent that these are separately metered;
- · the costs of refuse removal and sanitary services;
- 11.4. In the event of the premises being a portion of a building and it consequently being necessary to determine the Lessee's pro rata share in respect of maintenance or consumption of necessary services, the pro rata share of the Lessee, for the purpose of this agreement, shall be determined by calculating the area of the premises as a fraction of the total area of the building. For the purpose of such calculation areas shall be determined from time to time by the Sapoa-method for the calculation of rentable areas. Where the pro rata share or portion thereof is payable to the Lessor, the Lessee shall pay on receipt of a properly substantiated account. The parties agree that the Lessee's pro rata share (as contemplated in this clause) is the percentage as indicated in Schedule 1
- 11.5. Should the Lessor fail to pay expenses or to undertake repairs the Lessee may remind the Lessor in writing, and should the Lessor still be in default thirty days after receipt of such reminder (or such longer period which the parties may have agreed upon ) the Lessee shall be entitled to demand specific performance or to pay such expenses or to undertake such repairs and to recover the amounts thus disbursed from the rental due to the Lessor by set off or by legal action. A certificate by the Lessee of such expenses shall be prima facie proof thereof.

### 12. LIMITATION OF THE LIABILITY OF THE LESSOR:

- 12.1. The Lessor shall insure the building and shall maintain such insurance throughout the currency of the lease and any extension thereof. The Lessee may not after the commencement of the lease do, or allow anything that is contrary to the provisions, which will cause an increase in the premiums of any insurance policy held by the Lessor over the property.
- 12.2. Should the Lessee do or cause to be done anything that causes an increase in the premiums of such policy, the Lessee will be liable for the increase in the premiums occasioned by the actions of the Lessee. The Lessor shall furnish to the Lessee proof from the insurer.
- 12.3. The Lessor shall not be liable for any damage which the Lessee may suffer as a consequence of rain, wind, hail, lightning, fire, earthquake, storm, riots, strikes, actions by enemies of the State or in consequence of the interruption of any facility or service supplies to the premises by third parties, unless such damage is caused by the intent or negligence of the Lessor, his employees or agents.
- 12.4. The Lessor shall not be liable for any accident, injury or damage incurred by the Lessee, his employees, agents or visitors, in or near the premises, unless it is the result of intent or negligence on the part of the Lessor, his employees or agents.

### 13. FIRE FIGHTING EQUIPMENT AND LIFTS:

- 13.1. The Lessor shall be obliged to install, maintain and operate on the premises fire extinguishing and fire detection equipment complying with the National Building Regulations and Building Standards Act (Act 103 of 1977) as amended, and /or other applicable legislation.
- 13.2. The Lessor shall be obliged to maintain the lifts and ensure that regular checks are done in accordance with the Occupational Health and Safety Act (Act 85 of 1993) as amended and /or any other applicable legislation.

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

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### 14. DAMAGE TO OR DESTRUCTION OF THE PREMISES:

- 14.1. In the event of the premises being destroyed and therefore rendered totally unfit for occupation, this lease shall be terminated automatically.
- 14.2. In the event of the premises being damaged and remaining partially suitable for the purposes of the Lessee, the parties shall have the right to terminate the agreement forthwith. Should the parties continue with the agreement, the Lessee shall be entitled to a reduction in rental to the extent to which the Lessee is deprived of the full use of the premises

### 15. BREACH:

- 15.1. In the event of either one of the parties committing a material breach of any of the terms of this agreement, and failing to remedy such material breach within a period of thirty (30) days, after receipt of a written notice from the other party calling upon the defaulting party to remedy the material breach complained of, then: -
  - 15.1.1. the aggrieved party will be entitled, at his sole discretion, and without prejudice to any of his rights in law and/or in terms of this agreement, either to:
    - (a) claim specific performance and/or
    - (b) cancel the agreement and/or
    - (c) claim damages from the defaulting party.

### 16. MANAGEMENT RULES:

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

### 17. REASONABLE ACCESS:

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

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

### 18. CESSION, ASSIGNMENT AND SUB-LETTING:

- 18.1. The Lessee shall not, except with the prior written consent of the Lessor, which shall not be unreasonably withheld;
  - 18.1.1. cede or assign all or any of the rights and obligations of the Lessee under this lease; or
  - 18.1.2. sublet the premises in whole or in part; or
  - 18.1.3. give up possession of the premises or any portion thereof to any third party;

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

### 19. NON-WAIVER:

19.1. Neither party shall be regarded as having waived, or be precluded in any way from exercising, any right under or arising from this lease by reason of such party having at any time granted any extension of time for or having shown any indulgence to, the other party with reference to any

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

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payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against the other party.

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

### 20. SALE OF PREMISES:

- 20.1. Transfer of the premises from the Lessor pursuant to a sale thereof shall not in any way affect the validity of this lease. It shall accordingly, upon registration of transfer of the premises into the name of the purchaser, remain of full force and effect save that the purchaser shall be substituted as Lessor and acquire all rights and be liable to fulfil all the obligations which the Lessor, as Lessor, enjoyed against or was liable to fulfil in favour of the Lessee in terms of the lease.
- 20.2. Nothing shall prevent the Lessor from advertising the premises as "for sale" or as "to let" as long as it does not disturb the Lessee in its use and enjoyment of the premises.

### 21. STAMP DUTY:

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

### 22. TERMINATION:

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

### 23. WHOLE AGREEMENT:

- 23.1. This is the entire agreement between the parties.
- 23.2. Neither party relies, in entering into this agreement, on any warranties, representations, disclosures or expressions of opinion, which have not been incorporated into this agreement as warranties or undertakings.
- 23.3. No variation or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by the duly authorised representatives of both parties.

### 24. <u>DOMICILIUM CITANDI ET EXECUTANDI</u>

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

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

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

- 24.2.3. is faxed to the chosen fax number, will be presumed to be received unless the other party proves the contrary: -
  - 24.2.3.1. within four (4) hours after being faxed during normal business hours;
  - 24.2.3.2. if not faxed within normal business hours, at twelve o'clock on the first day of business that follows the day on which it was faxed.
  - 24.2.3.3. within four (4) hours after being faxed during normal business hours; or
  - 24.2.3.4. if not faxed within normal business hours, at twelve o'clock on the first day of business that follows the day on which it was faxed.
- 24.3. Either party shall be entitled, on seven (07) days notice to the other, to change the address of his domicilium citandi et executandi.

SIGNED AT	ON THIS THE	DAY OF	20
The witness:			
Name of witness	Signature		Date
The witness:			
Name of witness	Signature		Date



### The Lessor / Represetative (Duly authorised as per attached resolution)

lame of Lessor / Representative	Signature	Dat	e
GNED AT	ON THIS THE	DAY OF	20
ne witness:			
Name of witness	Signature	Dat	e
he witness:		· · · · · · · · · · · · · · · · · · ·	
Name of witness	Signature	Dat	8
he Departmental delegation: (Duly a	uthorised as per Departme	ntal delegation)	
Name of Departmental delegation:	Signature	Dat	e

DPW-06 (LS): Lease Agreement



### **SCHEDULE 1**

Physical address Lessor:				
		 		- 1
Postal address Lessor:				
Fax no:				
Physical address Lessee:				
Postal address Lessee:				
Premises Leased:				
Floor Area Leased (m²):				
Storage (m²):				
Parking:				
Adjustment date:				
Commencement date:				
Commencement rental:				
Escalation rate:				
Lease period:				
Lessor / Lessor's representative:				
VAT Registration No.:				
Pro- rata share:				
Renewal Period:				
Termination date:				
Use of premises:				
Life time of carpeting:		 		



### **SCHEDULE 2**

Details of installations required by Lessee:

Installations:	Party to effect:	Party to pay:
		415Wii
		<u> </u>
		*
	-	
angements in respect of i	nstallations at termination:	
	(C)	
	*	



## DPW - 08.1 (LS): BID OFFER - OFFICE ACCOMMODATION

Bid no:	H21/007 PF	Closing date:	08/12/2021
Advertising date:	16/11/2021	Validity period:	60 days

### 1. ACCOMMODATION PARTICULARS

Name of building	2
Address of building	
Market Value of building	- AMA 12 - 12 - 12 - 12 - 12 - 12 - 12 - 12
Municipal valuation of building	
Gross floor area of accommodation	m²
Date accommodation may be occupied	
Commencement date of lease	
Lease period	
Option period	
Value Added Tax Number	

### 2. RENTALS (OFFICES, STORES AND PARKING)

	Offic	es	Store	es	Park	ing
Lettable Area		m²		m²	HILL	No.
Parking bays	100		1			
						THE
Rental per month	R				R	
VAT per month	R				R	
Total per month	R				R	
Tariffs	R	/m²	R	/m²	R	each
VAT	R	/m²	R	/m²	R	each
Total (1)	R	/m²	R	/m²	R	each
Escalation Rate	%		%		%	
Operating Costs (Provide details on what costs entail)	R	/m²	R	/m²		I BOS
VAT	R	/m²	R	/m²		
Total (2)	R	/m²	R	/m²		
Escalation Rate		%				
Total (1 + 2)	R	/m²	R	/m²	R	each
Alteration Cost for Lessor:	R		R		100	48 19

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

Page 1 of 3



### 3. RESPONSIBILITIES

Note: The state is not prepared to accept responsibility for services or costs involved as per grey areas. (Indicate where applicable)

3.1. Services	State	Lessor	Estimated cost per month
3.1.1. Water consumption			
3.1.2. Electricity consumption		0.2	
3.1.3. Sanitary services			
3.1.4. Refuse removal			
3.1.5. Domestic cleaning service			
3.1.6. Consumable Supplies			
3.2. Maintenance	State	Lessor	Estimated cost per month
3.2.1. Internal maintenance			
3.2.2. External			
3.2.3. Garden (If applicable)			
3.2.4. Air conditioning			
3.2.5. Lifts			
3.2.6. Floor covering: normal wear			
3.3. Rates and Insurance	State	Lessor	Estimated cost
3.3.1. Municipal rates & Increases		Name of the second	
3.3.2. Insurance & Increases			
3.3.3. SASRIA insurance + Increase			
3.4. Other Responsibilities	State	Lessor	Estimated cost per month
3.4.1. Contract costs	and the said of the		
3.4.2. Stamp duty			
3.4.3. Fire fighting equipment			
3.4.4. Cost of alterations			
Note: State is not prepared to accept respon	sibility for costs inve	olved within grey colo	oured columns
Does the building comply with the National B	Building Regulations	?	☐ Yes ☐ No

DPW-08.1 (LS): Bid Offer - Office accommodation



### 4. NATIONAL BUILDING REGULATIONS:

Electricity Compliance Certificate			☐ Yes	☐ No
Fire Regulation			☐ Yes	□No
Accessibility Regulation			☐ Yes	□No
Health and Safety Regulation			☐ Yes	□No
5. PARTICULARS FOR PAYMEN	T OF RENTAL:			
Person/Organisation to whom chequ	e must be issued			
Postal address				
Telephone no.				
Cell. No.				
e-mail address				
6. INCOME TAX REFERENCE NUMBI Act, 1962 (Act 58 of 1962) as amend	ER (in terms of Section 69	of the Income Tax		
Name of owner / Duly authorised representative	Signature		Date	



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

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

### 1. GENERAL:

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

### 2. CONSTRUCTION AND APPEARANCE OF BUILDING:

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

### 3. SECURITY:

The following security measures shall be complied with:

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

### 4. RECORD ROOMS:

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

### 5. ROOM AREAS AND PARTITIONS:

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

### 6. PASSAGE WIDTH:

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

### 7. FLOOR TO CEILING HEIGHTS:

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

### 8. DOORS, LOCKS AND KEYS:

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tendere" or "Tenderer". Page 1 of 3



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

### 9. FLOOR COVERING:

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

### 10. POWER POINTS:

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

### 11. LIGHTING:

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

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

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

### 12. TELEPHONES:

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

### 13. TRUNKING:

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

### 14. FACILITIES FOR CLEANERS

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

### 15. TOILET FACILITIES:

The following norms shall be applied:

### 15.1. Males - staff and public

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

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". Page 2 of 3



### 15.2. Females - staff and public

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

### 15.3. Physically challenged persons

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

### 16. MATERIAL AND FINISHES:

- (a) All walls and ceilings, whether painted or finished otherwise, shall be of a neutral colour.
- (b) Walls of tea kitchens, stairs, entrance halls and toilets shall be washable and hardwearing and acceptable to the Department of Public Works.

### 17. INSPECTION:

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

Name of witness

H21/007PF

Bid no:



08/12/2021

Date

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

Closing date:

Advertising date: 16/11/2021	validity period:	60 DAYS
COMPLIANCE WITH ALL THE ACTS	, REGULATIONS AND BY- LAW	S GOVERNING THE BUILT
I,		duly authorised to represent
	(the I	bidders name) acknowledge that I as
	nsure that	(description of
the property in question) complies in e and By - Laws:	very respect with the requirements	s of the following Acts, Regulations
(i) Occupational Health and Safety Act (ii) The National Building Regulations ( (iii) The Municipal by-laws and any spe (iv) The local fire regulations, to guara this/these premises and the public visi I furthermore agree to advise the Depa unable to perform in terms of this agre	and Building Standards Act, 1977 ecial requirements of the local sup ntee/ensure the health and safety ting the premises for business or cartment of Public Works immediate	ply authority. of all State employees occupying other purposes. ely in writing of any reason I am
Name owner / authorised representative	Signature	Date
1. WITNESS:		
Name of witness	Signature	Date
2. WITNESS:		
- 15		

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tendere" or "Tenderer". Page 1 of 1

Signature

GAUTENG: DEPT. OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS: CENTURION: NATIONAL DISATER MANAGEMENT CENTRE BRANCH; NEW ACCOMMIDIATION

	DESCRIPTION OF ROOM	LEVEL	PROPOSED	MOREM PER	ASM	REMARKS
	ASSIGNABLE AREA					
	CENTURION					
	BRANCH: NATIONAL DISASTER HANAGEMENT CENTRE				щ	
-	DEPUTY DIRECTOR GENERAL	15	-	25.00	25.00	PRIVATE BATHROOM TO BE PROVIDED
2	SENIOR MANAGER	13	1	18.00	18.00	
63	EXECUTIVE ASSISTANT	89	1	8.00	8.00	
4	DEPUTY MANAGER	00	4	12.00	49.00	
	CHIEF DIRECTORATE: LEGISLATION AND POLICE AND COMPLIANCE MANAGEMENT					
I/3	EXECUTIVE MANAGER	14	-	20.00	20.00	
	DIRECTORATE: POLICY AND COMPLIANCE MANAGEMENT					
6	SENOR MANAGERS	13	1	18.00	18.00	
7	ADMIN ASSISTANT	9	-	90.0	6.00	
60	MANAGER	11	1	16.00	16.00	
G)	DEPUTY MANAGER	ø	-	12.00	12.00	
	DRRECTORATE: FIRE SERVICES COORDINATION					
10	SENIOR MANAGERS	43	1	18.00	18.00	
+	MANAGER	Ξ	-	16.00	16.00	
	CHEF DIRECTORATE: PLANNING, COORDINATION INTERVENTION AND SUPPORT					
12	EXECUTIVE MANAGER	7		20.00	20.00	
13	ADMIN ASSISTANT	60	**	9.00	6.00	
	DIRECTORATE: PLANNING, INTERVENTION AND SUPPORT					
14	SENOR MANAGERS	5	1	18.00	18.00	
15	DEPUTY MANAGER	۵	2	12.00	24.00	
9	SENIOR AMIN OFFICER	62	1	8.DO	8.00	
	DIRECTORATE: CAPACITY BUILDING AND DEVELOPMENT					
17	SENIOR MANAGER	13	-	18.00	18.00	
<b>5</b>	ADMIN ASSISTANT	9	1	0.00	0.00	

CAUTENS: DEPT, OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS: CENTURION: NATIONAL DISATER MANAGEMENT CENTRE BRANCH: NEW ACCOMMODATION

-			00000	
EVEL	<b>.</b>	<b>5</b> 5	No.	
11	2	16.00	32.00	
8	+	12.00	12,00	
7	1	8.00	9.00	
14	-	20,00	20.00	
9	1	6.00	8.00	
			I	
13	1	18.00	18.00	
11	6	16.00	48.00	
۵	2	12.00	24.00	
7	1	8.00	000	
÷	-	16.00	16.00	
2		20.00	20.00	
40	-	6.00	8.00	
	-	40.00	40.00	40,00 To be used by staff
	-	80 00	80.00	Bo.oo Registry will be used by NOMC
	2	9.00	12.00	
	-	20.00	20.00	
		VSM	007530	
	20 2 2 0 0 5 0 2 0 2 0 2 0		2	1 18.00 1 20.00 1 6.00 1 20.00 1 20.00 1 20.00 1 20.00

CAUTENS: DEPT. OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS: CENTURICH: NATIONAL DISATER MANAGEMENT CENTRE BRANCH: NEW ACCOMMODATION

	DESCRIPTION OF ROOM	LEVEL	PROPOSED PU	PER	ABM	REMARKS
1	NON ASSIGNABLE AREA (33%)				322.61	
	CIRCULATION, MAINTENANCE, DUTY AND STRUCTURAL SPACE					
	RECEPTION AREA					STATE OF THE PROPERTY OF THE P
38	STRONG ROOM PER FLOOR		-	24.00	24.00	
38	STORE ROOM		-1	40.00	40.00	
37	CHANGE ROOM ( CLEANERS)			12.00	12.00	
38	CHANGE ROOM (GENERAL ASSISTANTS)		•	12.00	12.00	
8	CHANGE ROOM (SECURITY)			12.00	12.00	
9	CHANCE ROOM (AIRCON TECHNICIAN)		-	12,00	12.00	
4	SERVER ROOM		-	50.00	50.00	
42	CANTEEN		1	30,00	30.00	
	COMMON AREAS				7	
43	SICK BAY ROOM		1	24,00	24.00	
	PARKING					
	STAFF AND VISITORS PARKING		99			UNDERCOVER PARKING
	TOTAL GUIDELINE GROSS LETTABLE AREA (GLA)				1153.51	त्र
	TOTAL LETTABLE AREA FOR LEASE PURPOSES				1085.10	
COMPIL DATE:	COMPILED BY: 18-13-15			CHECKE BY:	70	2000 C
<u> </u>	VERIFIED BY: Bid LOLINERO			CONFIR	MED: ACON	CONFIRMED: ACCOMMODATION PARTICULARS AND SPACE NORMS APPLIED DATE:

DESCRIPTION OF ROOM	PROPOSED	NORM PER PU	ASM	REMARKS
ASSIGNABLE AREA				
PRETORIA				Onlesses arthur most
BRANCH NATIONAL DISASTER MANAGEMENT CENTRE				
DEPUTY DIRECTOR GENERAL (15)	1	25 00	25.00	Private ballycom to be installed
SENIOR MANAGER (13)	1	16 00	18.00	
EXECUTIVE ASSISTANT (8)	1	8.00	800	
DEPUTY MANAGERS (9)	4	12 08	48 00	
CHIEF DIRECTORATE: LEGISLATION AND POLICY AND COM	PLIANCE	11		
MANAGEMENT				West State of the
EXECUTIVE MANAGER ( LEVEL 14)	1	20 00	20,00	
DIRECTORATE POLICY AND COMPLIANCE MANAGEMENT				
SENIOR MANAGERS (LEVEL 13)	1 3	18 00	18.00	
ADMIN ASSISTANT (LEVEL 5)	1	6 00	6.00	
MANAGER (LEVEL 11)	1	16 00	16.00	
DEPUTY MANAGER (LEVEL 8)	1	12 00	12 00	
DIRECTORATE:FIRE SERVICES COORDINATION				
SENIOR MANAGERS (LEVEL 13)	1	18 00	18.00	Sheeps.
MANAGER (LEVEL 11)	1	16 00	16.00	
CHIEF DIRECTORATE: PLANNING, COORDINATION INTERVE	CINA NORTH			
SUPPORT			. 1	TANK CONTRACT
EXECUTIVE MANAGER ( LEVEL 14)	1	20.00	20.00	
ADMIN ASSISTANT (LEVEL 8)	1	6.00	6 00	
DIRECTORATE:PLANNING, INTERVENTION AND SUPPORT				
SENIOR MANAGERS (LEVEL 13)	1	18 00	18 00	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
DEPUTY MANAGER'S (LEVEL 9)	2	12 00	24 00	
SEMOR ADMIN OFFICER (LEVEL 8)	1	8.00	8 00	
DIRECTORATE:CAPACITY BUILDING AND DEVELOPMENT				
SENIOR MANAGERS (LEVEL 13)	1	18 00	18.00	
ADMIN ASSISTANT (LEVEL 8)	1	6 00	6 00	
MANAGER (LEVEL 11)	2	16.00	32 00	
DEPUTY MANAGER (LEVEL 9)	1	12 00	12 00	
ADMIN OFFICER (LEVEL 7)	1	8 00	8 00	
CHIEF DIRECTORATE:INTELLIGENCE AND INFORMATION M			0.00	
AND SYSTEMS				
EXECUTIVE MANAGER ( LEVEL 14)	<b>—</b> —	20 00	20.00	
ADMIN ASSISTANT (LEVEL 6)	1		E CONTRACTOR	
2000 CO	1	6.00	6 00	and the second
DIRECTORATE: INTELLIGENCE AND COMMUNICATION MAN. SENIOR MANAGERS (LEVEL 13)	AGEMENT SYS	18 00	18 00	

Page 1 of 2

Moder TIB

DESCRIPTION OF ROOM	PROPOSED	NORM PER PU	ABM	REMARKS
MANAGER (LEVEL 11)	3	16 00	48,00	
DEPUTY MANAGER'S (LEVEL S)	2	12.00	24.00	E STATE OF THE STA
ADMIN OFFICER (LEVEL 7)	1	8.00	6.00	
DIRECTORATE: EARLY WARNING AND CAPABILTY SYSTEM	ds			
MAHAGER (LEVEL 11)	1	16.00	16.00	
CHIEF DIRECTORATE:INTERGATED DISASTER MANAGEME	NT SUPPORT			
AND MONITORING AND EVALUATION SYSTEMS				
EXECUTIVE MANAGER (LEVEL 14)	1	20.00	20.00	
AOMIN ASSISTANT (LEVEL 8)	1	8.00	6.00	
COMMON ARREAS				
BOARDROOM	1	40.00	40.00	To be used by Staff
REGISTRY	1	60.00	50,00	To be used by Staff Registry will be used by NDMC
TWO KITCHENS PER FLOOR	2	12.00	24.00	
SICK BAY ROOM	1	24.00	24.00	
LIBRARY	1	20.00	20.00	The second secon
TOTAL ASSIGNABLE AREA		ASM	334.60	
NON ASSIGNABLE AREA (33%)			164.51	
RECULATION, MAINTENANCE, DUTY AND STRUCTURAL SP.	ACE		Perse	
RECEPTION AREA				
STRONG ROOM PER FLOOR	1	24.00	24.00	
STORE ROOM	1	40.00	400,00	
ICHANGE ROOM ( CLEANERS)	1	12.00	12.00	
CHANGE ROOM ( GENERAL ASSISTANTS)	1	12.00	12.00	
CHANGE ROOM ( SECURITY)	1 1	12.00	12.00	
CHANGE ROOM ( AIRCON TECHNICIAN)	1	12.00	50.00	
SERVER ROOM	1	50.00	50.00	
CANTEEN	1	30,00	30.00	
STAFF AND VISITORS PARKING	60			UNDERCOVER PARKING
TOTAL GUIDELINE GROSS LETTABLE AREA (GLA)				
TOTAL LETTABLE AREA FOR LEASE PURPOSES	-			
101/26.				
BDBY Mola SM: Fact bes Maragen	APPROVED	BY:ACCOU	IO DAITI	FICER:
10.12.2014.	DATE: L	2/12	1/14	4/





	USER SPECIFIED ACCOMM (To be completed and attached by the Liner Departs	ODATION SCH	EDULE
1.	USER DEPARTMENT:	THE RESIDENCE SOCIETY OF THE PERSON OF THE P	compress Commence
2.	ACCOMMODATION REQUIREMENT:	Streetshy C Main	Mark with X if
2.1.	New		applicable
2.2.	Additional		-
2.3.	Alternative		
2.4.	Renewat		-
2.5.	Renewal and additional		- V
2.6.	Alterations to existing accommodation		
	Specify:		
3.	RECOMMENDED LEASE PERIOD:	2015 70	- water
91	ACCOMMODATION TYPE:	1/23	Mark with X
4.1.	Office		where applicable
4.2.	Parking		
4.3.	Functional		V
4.4.	Residential		
4.6.	Storage		
4.6.	Other		V
	Specify:		
5.	PREFERRED LOCATION: (TOWN/SUBURB)	Canqueso	
5,1	LOCALITY		Mark with X where applicable
44.	Central		Where applicable
.1.2.	Decentralised (outskirts of CDB)		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
.1.3.	Industrial		/
.1.4.	Residential		
.1.8.	Township		
.1.6.	Farm		-/-
1.7.	Other:		

Milala O.

6.	BUILDING SPECIFICATIONS	3:	Mark with X where applicable
6.1.	Cellular building (stand alone)		1
6.2.	Multi-tenented		
8.3.	Ground floor		
8.4.	Other		
7.	USER SPECIFIED REQUIRE	MENTS: * Specification	ne to be attached (where available)
7.1.	SECURITY MEASURES		
7.1.1.	Basic (specify)		
7.1.2.	Advanced (specify)		
7.1.3.	Special(sed (specify)		
7.2,	ELECTRICAL (SPECIFY)		
7.2.1.	Energy officiency		
7.2.2.	Generators		
7.2,3.	Other		
7.3.	ACCESSIBILITY: (SPECIFY)		
7.3.1.	Proximity to specific service providers(specify)	Yes 1	Now Jourt
7.3.2.	Near to public transport nodes (specify)	7=5	
7.3.3.	Facilities for physically challenged (specify) (Pre-requisite responsive bid criteria)	Yes	
7.4.	Corporate image/internal finishings (specify)	Jas	
-8_	Additional comments:		

SIGNATURE OF ACCOUNTING OFFICER
OF DELEGATED OFFICIAL

/

2

1930 a Ca

(W)

PROJECT PARTICULARS		10.00	- S		100	
PROJECT:	LEASING: APP	LICATION FOR	YEW ACCOMINO	DATION FOR NATIONAL	PPLICATION FOR NEW ACCOMMODATION FOR NATIONAL DISASTER MANAGEMENT CENTRE (NDMC)	IDMC)
FILE NO.:						9
LEASE PERIOD:	5 YEARS					
2 WORKSPACE						
DESCRIPTION OF ROOM	NUMBER	SPATIAL RE-	ASSIGNABLE SQUARE METER	NORM	CLIENT MOTIVATION	REMARKS
	FTE'S					
EXECUTIVE MANAGEMENT INCL MINISTERS				20-25m2		
POST 1 (16)	-	25	•	25		WORKSPACE ASSIGNED
SENIOR MANAGEMENT				16-20m2		
POST 1 (15)	1	20	20	20		WORKSPACE ASSIGNED
TECHNICAL & MANAGEMENT				8-16m2		
POST 1 (14)	21	16	336	16		WORKSPACE ASSIGNED
POST 2 (13)	-	14		14		WORKSPACE ASSIGNED
POST 3 (11/12)	10	12	120	12		WORKSPACE ASSIGNED
POST 4 (9/10)	-	10	,	10		WORKSPACE ASSIGNED
POST 5 (7/8) (OPEN PLAN)	75	80	600	89		WORKSPACE ASSIGNED (OPEN OFFICE)
POST 5 (7/8) (OFFICE)	1	00	1	10		OFFICE (MIN AREA FOR WORKABLE OFFICE) MOTIVATE SEE NOTE 1
SPECIALIST AREAS: ICT AND GIS	•	16	•			
ADMINISTRATION				6-8m2		
POST 1 (5/8)	8	8	•	8		WORKSPACE ASSIGNED / OPEN OFFICE
POST 2 (3/4)		9		8		WORKSPACE ASSIGNED / OPEN OFFICE
POST 3 (2)		9		9		WORKSPACE ASSIGNED / OPEN OFFICE
TOTAL NET WORKINGSPACE (LESS CLEANERS)	107	10	1.076			<12m2
PAINDONDY COAPE DED WINDWROAPE ABEA						

DESCRIPTION IN WATTALY ABOA	150	0.30	45		SPACE PER DAY
ROARDROM 20 PERSONS	400	36.00	36	FOR NDIAC BRANCH MEETING	FOR 20 PEOPLE @ 1.8 M2 PER PERSON. ENTER NUMBER OF BOARDROOMS
BOARDROOM 25 PERSONS	7	45.00	315		FOR 15 PEOPLE @ 1.8m2 PER PERSON. ENTER NUMBER OF BOARDOOMS
DOC OPERATIONS ROOM (300 PERSONS)	•	540.00	540		
AUDITORIUM 150 PERSONS	-	270.00	270	AS ALIGNED TO DISASTER MANAGEMENT ACT OF 2002 THIS IS A REQUIREMENT TO ENABLE FUNCTIONING TOGETHER WITH THE INCLUSION OF PROVISION FOR ICT	
AUDITORIUM 50 PERSONS		90.00	06	AS AUGNED TO DISASTER MANAGEMENT ACT OF 2002 THIS IS A REQUIREMENT TO ENABLE FUNCTIONING TOGETHER WITH THE INCLUSION OF PROVISION FOR ICT	
VIP BRREFING 50 PERSONS	-	90.00	06		
SERVER ROOM	2	16.00	32		ENTER NUMBER: CLIENT TO MOTIVATE IF
ICT REPAIR AND MAINTENANCE ROOM	1	16.00	16		
STRONG ROOMS	9	10.00	90		ONE PER UNIT
REGISTRY	-	250.00	250		20 FILES PER PERSON X 5 YEARS. ENTER TOTAL NUMBER OF STAFF MEMBERS
REPRODUCTION STATION 85CM	4	8.00	32		
REPRODUCTION STATION 4SQM	2	4.00	8		HI (4
CAFFTERIA IFOOD SERVICES (KITCHEN)	107	0.22	24	RATIO INCREASED (DOUBLED) DUE TO STAFF SLEEPING HERE AND DUE TO NATURE OF CLENT	NUMBER OF STAFF MEMBERS TO BE USED IN CONJUNCTION WITH CAFETERIA (SEATING) FUNCTIONAL AREA IS 12 SOM MINIBALIM
CAFETERIA (FOOD SERVICES) (SEATING)	107	0.48	51	RATIO INCREASED (DOUBLED) DUE TO STAFF SLEDPING HERE AND DUE TO NATURE OF CLIENT	30% OF STAFF MEMBERS. ENTER STAFF MEMBERS. SEATING TO BE USED IN COLUINCTION WITH CAFETERIAL (KITCHEN) FUNCTIONAL AREA IS 25SOM MENUMUM
VIP CAFETERIA (FOOD SERVICES) (SEATING)	m	20.00	150		PLEASE MOTIVATE
LIBBARY	-	100.001	100	SEEMS QUITE LARGE: POSSIBLY MAKE IT A BIT SMALLER?	A BIT SMALLER?

STATIONARY	-	25.00	25			EACH UNIT TO HAVE STATIONARY SPACE, FUNCTIONAL SPACE BSOM MIN. SEE NOTE 2. FNTER TOTAL NUMBER OF STAFF MEMBERS
STORE ROOMS EQUIPMENT	2	25.00	50			EACH UNIT TO HAVE STORE SPACE. FUNCTIONABLE SPACE 8 SQM, SEE NOTE 2. ENTER TOTAL NUMBER OF STAFF MEMBERS.
STORE ROOMS EQUIPMENT	2	15.00	98			
FITNESS AND SHOWER AREA	107	0:30	32			THE CLIENTS FUNCTION THE PERCENTAGE USAGE IS INCREASED TO 80 %
EMERGENCY MEDICAL ROOMS	2	12.00	24			WITH BASIN AND WC IN CLOSE PROXIMITY
SECURITY	-	18.00	16			FOR AT LEAST 2 STAFF MEMBERS
SLEEPING QUARTERS MALE	12	8.00	96			
SLEEPING QUARTERS FEMALE	12	8.00	96			30 TO 60 % OF WORKSPACE AREA
GENERATOR/ UPS/ WATER BACK UP	-	00.00	1	INCLUDED IN CORE SPACE	ORE SPACE	
			-			60% Mex
TOTAL NET SUPPORT SPACE A	,		2,478 >	%09<		230.3%
						NATURE OF THE CLIENT AS A DISASTER CENTRE
3.2 PARKING SPACE: BUPPORT SPACE B						
PARKING SPACE	75	18	-			
COVERED PARKING	75	18	-			
BUS COVERED PARKING SPACE	1	35				
COVERED PARKING SPACE WITH ELECTRICAL PLUGGING POINTS	4	25	ą			
UN DEMARCATED SPILL OVER PARIGNG	200	18	ŀ			
HEJIPAD X 1	1	3,850	-			
REHABILITATION AREA X 1	1	2,500				
			-			
TOTAL NUMBER OF PARKING SPACES	357		-			

	DRGANISATION SUPPORT		%09	Max				SO TO 80 % OF WORK SPACE (SHOULD A HIGHER PERCENTAGE THAN 60% BF REQUIRED, A FULL MOTIVATION IS TO BE PROVIDED)
	IRCULATION , TECHNICAL SUPPORT , FACILITIES MANAGEMENT ND ABLUTIONS ACC. SANS 10400			645.60				PROVIDE 1m2 PER CLEANER. MIN 8m2 PER 'REST ROOM WITH LOCKERS, PROVIDE ONE 6m2 CLEANER STORE ROOM PER 1350m2
				-	1		7	
	OTALS REFLECTED ARE ESTIMATED SPACE TO INFORM ACQUISITIO COST INPLICATIONS & OTHER NOTES:	ON OF LEASE ACCO	MODATION					
	MATER TANK REQUIRED: YES ENERATOR REQUIRED: YES							
	ECURITY MEASURES REQUIRED (BIOMETRICICARD SYSTGEMBURGI	LAR BARS/MOTION I	DETECTION	AMERAS ETC): YES				
	тнек:							
			8	00 00				, , ,
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	larra		gnature					anan n
	CONFINACED BY:							
	AM NIENABER	*	Authuraliak	*				17 MAY 2021 Dette
	APPROVED BY:							
NOTES IN SUPPORT SPACE IN SUPPORT SPACE ONE SPACE PRIXING SPACE RECENTING SPACE RECENTING SPACE	Vario	8	gnature	:				Date
DRE SPACE PER WORKSPACE AND A SPACE RESPANSE A TOTAL NEIT WORKING SPACE	IOTES IN SUPPORT SPACE IN SUPPORT SPACE- PARKING SPACE							
CORE SPACE PRECENTAGE CAN BE ALTERED TO ACCOMMODATE SPECIAL NEEDS OF THE CLENTS, MINIMUN PARAMATER IS 50% AND MAXIMUM PARAMETER IS 80%. MOTIVATION TO BE PROVIDED IF OVER 60%	ore space per workspace area Recentage a total neit working space Dre space percentage can be altred to accommodate special needs of t	THE CLENTS, MINIMUN	I PARAMATER IS	SO% AND MAXIMUM PAR	AMETER IS 809	K. MOTIVATION TO BE PROVIDE	ID IF OVER 60%	

NOTE 2: TO ENABLE SPACES TO WORK PROPERLY/ FUNCTIONALLY/ USABLE, THE MINIMUM AREA IS PRESCRIBED IN THE COMMENT COLUMN, WHEN THE OFFICE PROVIDED FOR IS SMALL, THE AREA WILL BE MULTIPLIED WITH THE STAFF NUMBERS AND THE RESULT
WOLLD BE A VERY SMALL AREA. IN THIS CASE THE AREA WILL BE TOO SMALL TO SEFUNCTIONABLE, THEREFORE THE GLIDE TO A MINIMUM AREA IS PROVIDED. IN THIS CASE, ONE REPLACES THE FORMULA WITH THE RECOMMENDED MINIMUM AREA.

Example: change number FTE's and change Spatial Requirements: 1 X 4 = 4sm.

Do not change Assignable Square Meter formula





Department: Public Works REPUBLIC OF SOUTH AFRICA public works

.£.1.3	Industrial	
5.1.2.	Decentralised (outskirts of CDB)	х
.1.1.8	Central	
۲.8	LOCALITY	Mark with X where applicable
.5	'Minimum Infrastructural Requirements for the PREFERRED LOCATION: (TOWN/SUBURB)	Thaba Tahwane (preferred), Centurion Murrayfield, Lyttleton, Groenkloof, Mukleneuk
		in the attached document pertaining to the
4.6.	Walk in safes or strong rooms	x
19.4	Storage	x
ל'ל'	Residential	
4.3.	Functional	x
4.2.	Parking	x
11.4	Office	X
٠,	ACCOMMODATION TYPE:	Mark with X where applicable
3.	RECOMMENDED LEASE PERIOD:	5 YEARS, Period of lease to be linked to the time needed to design, fund and build a dedicated facility for the NDMC.
	to the 'Minimum Infrastructural Requirement	
.9.2	Alterations to existing accommodation	
2.5.	Renewal and additional	
	Renewal	
	Alternative	
2.2.	IsnoiiibbA	
2.2.		X
2.1. 2.2. 2.3. 2.3.	ACCOMMODATION REQUIREMENT: New Additional	ISASTER MANAGEMENT CENTRE)  Ratk with X if X

				UPS Standby Generator with adequate capac
Z. 7	.2.	Generators	x	
		favorous f6 touz	•	Energy saving lights Water efficient ablutions and taps Emergency lights Water tanks to serve the building as set in the criteria
	.17.3	Energy efficiency	X	
.7	2.	ELECTRICAL (SPECI	나)	
r.7	Č	Advanced (specify)	· · · · · · · · · · · · · · · · · · ·	High security boundary fence Access control to site and building (guarhouse(s) and security control room Security lighting Integrated security camera Digital cameras High Definition CCtv cameras Biometric access control Operational fire detection system with sprinklers with full maintenance plan fro
1.7	35	Basic (specify)		
7		SECURITY MEASURE	C:	
		out in the attached docum	nent pert	ENTS: The requirements of the NDMC are aining to the 'Minimum Infrastructural aster Management Centre'.
9	'b	Single tenant A- B Grac	əp	x
9	3.	Ground floor		x
9	.2	Multi-tenanted		
.9	1	Cellular building (stand	alone)	x
9		BUILDING SPECIFICA		where applica
.T. r.a	Othe	:10		
.8.1.6	Farm			
.2.1.5	IWOT	qidar		
.p.r.a	Resid	dential		

		Media and Public Information Centre.
		Communications Centre (COC). Training,
		Disaster Operations Centre (DOC). Central
		Disaster Management Centre' which include a
	9	Infrastructural Requirements for the National
		attached document pertaining to the 'Minimum
		The requirements of the MDMC are set out in the
.8	Additional comments:	X
		requirements/specifications
	finishings (specify)	OMGM of gnibroopA •
.4.7	Corporate image/internal	X
		of audio, braille and wheelchair users.
		Lifts should be user friendly in terms
		disability.
		conducive for use by people with
	(Pre-requisite responsive bid criteria)	Parking and main entrance ramps
	challenged (specify)	• Compliance with SANS 10400, Part S1
.8.8.7	Facilities for physically	X
		• Gautrain
		Tshwane bus service
		Public buses and taxis
	nodes (specify)	Easy access to main roads
.2.2.7	Mear to public transport	x
		travel to the NDMC
		Entities to the extent that they may
	providers(specify)	Other government departments and
.1.2.7	Proximity to specific service	
.5.7	ACCESSIBILITY: (SPECIFY	
		Cross Ventilation
		period.
		maintenance plan for the entire lease
.6.2.7	Other	Spilt Unit air-conditioner with full
		criteria
		to power the entire building as set out in the
	W	

1505 VIII. 15	Chap
Administrative offices. Information Technology and Communication System facilities (server rooms). Security and parking. Open area.  • DOC, Server room, Registry and Security control room.  • Assembly Point SHOULD BE MARKED.  • Floor allocated for boardrooms.  • Strong communication network access etc.	

2021/07/23	

:3TAG

:BTAQ

SIGNATURE OF ACCOUNTING OFFICER OR DELEGATED OFFICIAL

HEAD: NATIONAL DISASTER MANAGEMENT CENTRE OR DELEGATED OFFICIAL

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FOR NATIONAL DISASTER MANAGEMENT CENTRE CENTURION OFFICE AFFAIRS: PRETORIA REGION: PROCUREMENT OF OFFICE ACCOMMODATION SUBJECT: DEPARTMENT OF COOPERATIVE GOVERNANCE AND TRADITIONAL

### A BRUXBNIA

### Procedures and Processes:

Ensure compliance to:-

- The approved space and cost norm (attached)
- The standard operating procedures of Supply Chain Management
- The teasing procedures and processes according to internal Circular number 4 of 2007

## Specifications and mandatory regulations in terms of access for

# SABS/SANS 400 - 1900: National Building Regulations (Section 5) Disabled Persons as contained in:

- SABS/SANS 0246 1993: Accessibility of Buildings to Disabled Persons.
- with Disabilities): March 2001. DPW: Standard Guldelines for the Design of Accessible Buildings (Facilities for people

### Asset Management: 3°

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

### Reporting Framework:

- information for billing purposes:-Provide the Directorate: Customer Billing Head Office with the following leasing
- Building Name
- Cost per m2 and monthly rental
- Dessel sens IstoT
- Number of parking bays and cost per parking bay.
- Lease commencement and explry date
- Lease period
- Occupation date
- information, record keeping and budgetary purposes. Ensure that a copy of the algned lease agreement is forwarded to the client for