

# public works & infrastructure

# Department: Public Works and Infrastructure REPUBLIC OF SOUTHAFRICA

# **Bid Document**

Project Title: Procurement of alternative office accommodation Wonderboompoort (Police Station) comprising of 1789.62 M<sup>2</sup> and 20 parking bays for a period of 5 (five) year.

Bid No: H24/002PF

Closing Date: 24 May 2024 Closing Time: 11:00 pm

Briefing Meeting Date: N/A

Briefing Meeting Time: N/A

Tenders CSD	) No:
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Name of the Tenderer:....

# BID DOCUMENTS MAY BE POSTED TO:

# SCM SPECIFIC ENQUIRIES:

Enquires: Harry Mokgoatiane

Tel: 012 406 1805

Cell No.:

Email Address: harry.mokgoatjane@dpw.gov.za

# DEPOSITED IN THE TENDER BOX AT:

# TECHNICAL/PROJECT SPECIFIC ENQUIRIES:

Enquires: Ms. Boitumelo Bolokwe

Tel: 012 310 5946 Cell No.: 072 048 9917

Email address: Boitumelo.Bolokwe@dpw.gov.za

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

PLEASE TAKE NOTE

BID NUMBER: H24/002PF

**CLOSING TIME: SHARP 11:00** 

**CLOSING DATE: 24 MAY 2024** 

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

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

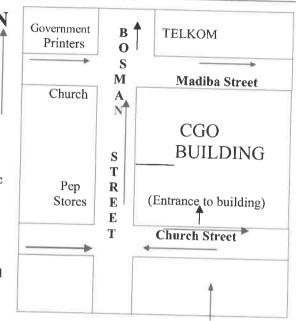
DIRECTOR-GENERAL Department of Public Works Private Bag X65 **PRETORIA** 0001

ATTENTION: TENDER SECTION:

Central Government office: Room 121

Bid documents that are posted must reach the Department of Public Works: Tender section, before 11:00 on the closing date of the bid.

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



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

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

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

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

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

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

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

Map PWH June 2009



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

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

Property description:	WONDERBOOMP		ACCOMMODATION FOR OMPRISING ON 1789.62 SQM ARS.
Bid no:	H24/002PF		
Advertising date:	30/04/2024	Closing date:	24/05/2024
Closing time:	11H00	Validity period:	84 days

# 1. FUNCTIONALITY CRITERIA APPLICABLE YES ⊠ NO □

Note 1: Functionality will be applied to test the capability and capacity of the tenderer, such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference. Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria:1	Weighting factor:
SUITABILITY	
- Stand-alone building with burglar bars for windows and doors and a backup generator installed. The building must also be a single tenant. = 5	30%
None of the above	30 /8
Commitment/ confirmation letter that the building will have a backup generator installed and operational before client takes occupation of the building.	
ACCESSIBILITY	
1. Property to be close to major routes and amenities 2. Meet entrance and exit requirement 2. Property to many the major routes and amenities	
3. Property to meet requirements for people with disability	20%
All three = 5	
* 2 and 3 = 4	
* 1 and 3 = 3	
* None of the above = 0 PARKING REQUIREMENTS	
PARKING REGUIRENTS	000/
20 covered parking bays in the same building	30%
BUILDING GRADE	
Grade A = 5	
Grade B with grade A finishes	
Grade B with grade B finishes = 3	20%
Grade C with grade B finishes = 2	
Commitment/ confirmation letter that the building will be upgraded to the required grade	

<sup>&</sup>lt;sup>1</sup> The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

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 8

A. Linguis of	提提 PA	ROBERTION: DIFF VIRONS POR SOUTH AFRICA	
	-111		
T	otal	The second of th	100 Points
(V fu	Veightir Inctiona	ngs will be multiplied by the scores allocated during the evaluati ality points)	ion process to arrive at the total
М	inimun	n functionality score to qualify for further evaluation:	50
(( pr	Total mi ovide m	ninimum qualifying score for functionality is 50 percent, any deviation notivation below.	n below or above the 50 percent,
	Method	oval is hereby requested for the following procurement proced  1 (Financial offer)   Method 2 (Financial and Particular of the following procurement proced  Method 2 (Financial and Particular of the following procurement procedure)	reference offer)
	⊠ 80/20	Preference points     90/10 Preference points scoring	Either 80/20 or 90/10 eference points scoring system
	.1. Indi	CONSIVENESS CRITERIA  licate substantive responsiveness criteria applicable for this to criteria stated hereunder shall result in the tender offer be sideration:  Only those tenderers who satisfy the eligibility criteria stated in tenderers.	ing disqualified from further
,		tenders.  Tender offer must be properly received on the tender closing invitation. fully completed with the control of the con	
2		invitation, fully completed either electronically (if issued in elegibly in non-erasable ink. (All as per Standard Conditions of Te	actronic format) or his walking !
3	$\boxtimes$	Registration on National Treasury's Central Supplier Database.	
4		The (DPWI-08 (LS)): Bid offer must be clearly completed by the of the financial offer in terms of rental and tenant installation a The offer should be submitted as per the bid questionnaire documents.	lowance offered by the hidden
5	$\boxtimes$	The building must be within the geographic boundaries specified	in the bid documents.
6	$\boxtimes$	Use of correction fluid is prohibited.	Alt. 11 (Alt. III)
7		Submission of record of attending compulsory virtual bid clarificatinsert motivation why the tender clarification meeting is dec	tion / site inspection meeting.

U	PAGE 14	
8	×	An agent may bid on behalf of the owner of the Property but the responsiveness of the bid only measured on the registered owner of the property. No points will be given to the Agent 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
9		The building must be within 3km radius of the current Wonderboompoort police station (818 Paul Kruger Street Mayville)
10		Specify other responsiveness criteria
11		Specify other responsiveness criteria

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

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

$\boxtimes$	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.		
	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.		
$\boxtimes$	Submission of (PA-09 (LS): List of Returnable Documents		
$\boxtimes$	ibmission of (PA-11): Bidder's disclosure.		
$\boxtimes$	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.		
$\boxtimes$	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).		
	Specify other responsiveness criteria		
	Specify other responsiveness criteria		
	Specify other responsiveness criteria		

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

1	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022

# 4. Compliance with objective Criteria for Preferential Procurement, Applicable to Leasing Services only

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



☐ Category A	Refers to segment where a property is owned by an enterprise(s) or individual(s) which are not less than.
	51% Black ownership 51% Black managed 51% Black controlled and
	With a BBBEE certificate status level 4 or above assessed in terms of the Property Secto Codes.
	Enterprises in this category, depending on the requirements of the User Department qualify for leases of greater than 5 years.
⊠ Category B	Refers to segment where a property is owned by an enterprise(s) or individual(s) which have not less than.
	20% Black ownership 20% Black managed 20% Black controlled and
	With a BBBEE certificate status level 4 or above assessed in terms of the Property Sector Codes.
	Enterprises in this category, qualify for leases of a maximum 5 years.
☐ Category C	Refers to segment where a property is owned by an enterprise(s) or individual(s) with less than.
	20% Black ownership 20% Black managed 20% Black controlled and
	With a BBBEE certificate status level 4 or above assessed in terms of the Property Sector Codes.
N	Enterprises in this category, qualify for leases of a maximum 3 years.
⊠ Category D	Refers to property funds listed on the stock exchange
	<ul> <li>a) That qualify as listed property funds or Real Estate Investment Trusts (REITS)</li> <li>b) That have ownership by black individuals or black entities of more than 10% but less than 51% and</li> </ul>
	c) That are managed by property asset management entities with not less than 51% Black ownership, 51% Black Management and 51% Black control.
	Enterprises in this category, qualify for leases of a maximum 5 years.

# 5. Method to be used to calculate points for specific goals

			d below are applicable.
Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted be bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul> <li>SANAS Accredited BBBEE         Certificate or Sworn Affidavit where applicable.     </li> </ul>
2.	Located in a specific Local Municipality or District	2	<ul> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul>

	Province area for work to be	e	Any account or statement which is in the name of the bidder.  Or     Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.  Or     Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is a least 51% owned by black women (Mandatory)	t 4	<ul> <li>SANAS Accredited BBBEE         Certificate or Sworn Affidavit where applicable.     </li> </ul>
4.	An EME or QSE which is a least 51% owned by black people with disability (Mandatory)		<ul> <li>SANAS Accredited BBBEE         Certificate or Sworn Affidavit where applicable.</li> <li>and</li> <li>Medical Certificate Indicating that the disability is permanent.</li> <li>Or</li> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> <li>Or</li> <li>National Council for Persons with Physical Disability in South Africa</li> </ul>
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	registration (NCPPDSA).  SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
5.2. Fo	r procurement transaction with we of all applicable taxes) the s	rand value greate	er than R1 Million and up to R50 Million I below are applicable.
Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
4.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE     Certificate or Sworn Affidavit     where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or	2	Official Municipal Rates Statement which is in the name of the bidder.



ANALYSIS ORGANIZATION OF THE PROPERTY OF THE P	Province area for work to be done or services to be rendered in that area (Mandatory)		Any account or statement which is in the name of the bidder.  Or     Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.  Or     Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul> <li>SANAS Accredited BBBEE         Certificate or Sworn Affidavit             where applicable.     </li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul> <li>SANAS Accredited BBBEE         Certificate or Sworn Affidavit         where applicable.     </li> <li>Medical Certificate indicating that         the disability is permanent.     </li> <li>South African Social Security         Agency (SASSA) Registration         indicating that the disability is         permanent.     </li> <li>Or</li> <li>National Council for Persons with         Physical Disability in South Africa         registration (NCPPDSA).</li> </ul>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul> <li>SANAS Accredited BBBEE         Certificate or Sworn Affidavit             where applicable.     </li> </ul>

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

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



- 6	2.	Located in a specific Located	al. 2	Official Municipal Rates Statement
ran,	And a property and a second and	Municipality or District Municipality or Metro of Province area for work to be done or services to be rendered in that area.	ct or e e	which is in the name of the bidder.  Or  Any account or statement which is
· usi nota santo sau	Asses) (Anninospringering	(Mandatory)		in the name of the bidder.  Or
	\$564			Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.
	Wynana in	P		Or
				Lease Agreement which is in the name of the bidder.
	3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)		<ul> <li>SANAS Accredited BBBEE         Certificate or Sworn Affidavit             where applicable.     </li> </ul>
and the late	4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)		SANAS Accredited BBBEE     Certificate or Sworn Affidavit     where applicable.
Es	1 1			and
nyse - au	erme: internation		Parameter of	Medical Certificate indicating that the disability is permanent.
	thereis age		· ·	Or
фонтинувания просоденном р	ADAMATI NAÇA MA			South African Social Security     Agency (SASSA) Registration     indicating that the disability is     permanent.
on the second	-	¥		Or
OMERNEY CLUMPS AND MAN AND AND AND AND AND AND AND AND AND A				National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
Proceedings		OR		
And the second second	5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory	2	SANAS Accredited BBBEE     Certificate or Sworn Affidavit     where applicable.
COLUMN SOL TO:	- consistence control of the control	NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both		

# 5. COLLECTION OF BID DOCUMENTS:

Bid documents may be collected during working hours at the following address 256 Madiba Street CGO Building, Pretoria 0001.

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 7 of 8



A non-refundable bid deposit of R **500.00** 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)

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

Contact person:	Boitumelo Bolokwe	Telephone no:	012 310 5946
Cell no:	071 048 9917	Fax no:	
E-mail:	Boitumelo.bolokwe@dp w.gov.za		- William Communication

# 7. 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
THE DIRECTOR –GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X65 PRETORIA 0001	OR	DEPARTMWNT OF PUBLIC WORKS AND INFRASTRUCTURE CGO BUILDING, 256 MADIBA STREET, PRETORIA.
ATTENTION:		
PROCUREMENT SECTION: ROOM B2 - 27		
POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT		

## 8. COMPILED BY:

		Miles and the second se
BOITCH LE BOLKER	Politica	19/04/2020
Name of Property Manager	Signature	Date



# PA 32: INVITATION TO BID PART A

	INVITED TO BID FOR	REQUIREMENTS					ENTITY)		
	124/001PF	CLOSING I		24 MA				11:00	
	ROCUREMENT	OF		ΓERNA					FOR
	VONDERBOOM					MPRISING O	N 1789.	.62 SQM	AND 20
	PARKING BAYS								
	BIDDER WILL BE REC			IGN A WE	RITTEN	I CONTRACT FORM	1 (DPW04	.1 GS or DP	N04.2 GS).
	OCUMENTS MAY BE I (STREET ADDRESS)	DEPOSITED IN	THE RID						
	BOSMAN AND N	ADIBA ST	REET						
CGO BUILDIN									
<b>PRETORIA</b>									
0001									
ndpwquotation	s@dpw.gov.za								
OR POSTED TO:									
SUPPLIER INFORM	MATION								
	ATION								
NAME OF BIDDER									
POSTAL ADDRESS									
STREET ADDRESS	<b>&gt;</b>								
TELEPHONE NUME	BER	CODE				NUMBER			
CELLPHONE NUME	BER								
FACSIMILE NUMBE	R	CODE				NUMBER			
E-MAIL ADDRESS									
VAT REGISTRATIO	N NUMBER								
		TCS PIN:			OR	CSD No:			
			1			ill			
SIGNATURE OF BI					DATE				
	WHICH THIS BID IS								
SIGNED (Attach pro sign this bid; e.g. r									
directors, etc.)									
						L BID PRICE (1ALL			
TOTAL NUMBER O		DE DIDECTED TO	٥.	TECUM		ICABLE TAXES)	R	OTED TO	
DEPARTMENT/ PUI	URE ENQUIRIES MAY E	DE DIKECTED TO	U:	CONTAC		RSON	RF DIKE	JIED IO:	
CONTACT PERSON						JUMBER			
TELEPHONE NUME				FACSIM					

# PART B TERMS AND CONDITIONS FOR BIDDING

E-MAIL ADDRESS

1. BID SUBMISSION:

**FACSIMILE NUMBER** 

E-MAIL ADDRESS

- 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



2.6

NUMBER MUST BE PROVIDED.

PA-32: Invitation to Bid

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).
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.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

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
IF T	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? HE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND VE.	YES NO NO A TAX COMPLIANCE STATUS / D IF NOT REGISTER AS PER 2.3

WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD

# NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) All delivery costs must be included in the bid price, for delivery at the prescribed destination.

c) The price that appears on this form is the one that will be considered for acceptance as a firm and final offer.

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

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

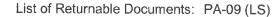


# PA-09 (LS): LIST OF RETURNABLE DOCUMENTS

Property description:	PROCUREMENT OF ALTERNATIVE ACCOMMODATION FOR WONDERBOOMPOORT POLICE STATION COMPRISING ON 1789.62 SQM AND 20 PARKING BAYS FOR A PERIOD OF 5 (FIVE) YEARS						
Property Manager:	BOITUMELO BOLOKWE	Bid / Quote no:	H24/001PF				
Receipt Number:							

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

Bid Document Name:	Number of Pages:	Returnable document:
PA-04 (LS) Notice and Invitation to Bid	8 Pages	
PA-09 (LS) List of Returnable Documents	2 Pages	$\boxtimes$
PA-10 (LS) Important Conditions of Bid	1 Pages	$\boxtimes$
PA-11 Declaration of Interest and Bidders Past Supply Chain Mangement Practices	4 Pages	$\boxtimes$
PA-15.1 Resolution of Board of Directors	2 Pages	
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 Join Venture	3 Pages	
PA-16 Preference Points Claim Form in terms of Preferencial Procurement Regulation 2017	6 Pages	$\boxtimes$
PA-29 Certification of Independent Bid Determination	4 Pages	$\boxtimes$
PA-32 Invitation to bid	3 Pages	
PA-40 Declaration of Designated Groups for Preferential Procurement	2 Pages	
DPW-06 (LS) Lease Agreement	12 Pages	
DPW-08.1 (LS) Bid Offer -Office Accommodation	3 Pages	$\boxtimes$
DPW-11.1 (LS) Special of Minimum Requirements-Office Accommodation	3 Pages	$\boxtimes$
DPW-12 (LS) Compliance with all the Acts,Regulations and BY- Laws Governing the Built Environment Certificate	1 Pages	$\boxtimes$
	Pages	





Name of Bidder	Signature	Date



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

Bid no:	H24/002PF	Closing date:	24 May 2024	
Advertising date:	30 April 2024	Validity period:	84 days	

- Bids that are not accompanied by written proof that the bidder is authorised to offer the accommodation for leasing will not be considered.
- 2. The only or lowest offer will not necessarily be accepted.
- 3. The Department of Public Works is the sole adjudicator of the suitability of the accommodation for the purpose for which it is required. The Department's decision in this regard will be final.
- 4. The Department of Public Works will in no way be responsible for or committed to negotiations that a user department may or might have conducted with a lessor or owner of a building.
- 5. It is a requirement that the accommodation offered, including all equipment and installations, must comply with the National Building Regulations and the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended. A certificate to this effect must be issued.
- 6. Drawings/ Architect's plans of the accommodation offered must be submitted. In this regard it is a prerequisite that bidders should do a preliminary planning on the floor plans in accordance with the norm document.
- 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. Additional offers may be made but only on photocopies of the original documents or on other forms requisitioned. Additional offers are regarded as separate bids and must be treated as such by the bidder. The inclusion of various offers as part of a single submission in one envelope is not allowed. Additional offers must be submitted under separate cover.
- 14. The successful bidder will be responsible for the cost of alterations necessary to adapt the offered accommodation to the specific needs of the user department in accordance with the norm document and/or specified and minimum requirements.
- 15. Appended herewith is an example of a (PA-07): Application for Tax Clearance Certificate of which an original signed and stamped certificate should be obtained from the SA Revenue Services and submitted together with the completed bid document.
- 16. Failure to comply with the above-mentioned conditions may invalidate a bid.

# **BIDDER'S SIGNATURE:**

Name of Bidder	Signature	Capacity	Date



# PA-11: BIDDER'S DISCLOSURE

# 1. PURPOSE OF THE FORM

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

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

# 2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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



2.2	who is employed by the procuring institution?
	YES / NO
2.2.1	If so, furnish particulars:
2.3	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  YES / NO
2.3.1	If so, furnish particulars:
3 D	ECLARATION
	I, the undersigned, (name) in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:
3.1 3.2 3.3	I have read and I understand the contents of this disclosure; I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect; The bidder has arrived at the accompanying bid independently from, and without
	consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4	In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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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For External Use

Effective date 5 July 2022

Version: 2022/03

<sup>2</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.



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

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

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

Signature	Date
Position	Name of bidder

# Department: Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA

# PA- 40: DECLARATION OF DESIGNATED GROUPS

# Tender no:

Name of Tenderer						☐ EME¹ ☐ QSE² [	☐ QSE² ☐ Non EME/QSE (tick applicable box)	licable box)
1. LIST ALL PROP	LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS	R SHAREHOLD	ERS BY NAME, IL	BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.	, CITIZENSHIP	AND DESIGNATE	o groups.	
Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
<del>-</del>		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□ R □ UD □ T □ U	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□R □ UD □T □ U	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□ R □ UD □ T □ U	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		□ Yes □ No
89		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□ R □ UD □ T □ U	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□R □ UD □T □ U	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□ Yes □ No		□ Yes □ No
11.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
12.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		□ 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

# Tender no:

# 2. DECLARATION:

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

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

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 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), National Small 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; Ŋ

# Signed by the Tenderer

Date
Signature
Name of representative



# **PA-15.1: RESOLUTION OF BOARD OF DIRECTORS**

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

(Leg	gally correct full name and registration number	er, if applicable, of the Enterprise)	
Hel	d at	(place)	
on		(date)	
RE:	SOLVED that:		
1.	The Enterprise submits a Bid / Tend	der to the Department of Public Works in	n respect of the following project:
	(Project description as per Bid / Tender Doc	cument)	
	Bid / Tender Number:	(Bid / Tende	er Number as per Bid / Tender Document)
2.			
	in *his/her Capacity as:		(Position in the Enterprise)
	and who will sign as follows:		
	correspondence in connection with	sign the Bid / Tender, and any and and relating to the Bid / Tender, as wing from the award of the Bid / Tend	vell as to sign any Contract, and
	Name	Capacity	Signature
	1		
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### PA-15.1: Resolution of Board of Directors

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20		

# The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed. Note: **ENTERPRISE STAMP** \* Delete which is not applicable. 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). 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) (place) (date) **RESOLVED** that: 1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises: (List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture) to the Department of Public Works in respect of the following project: (Project description as per Bid /Tender Document) Bid / Tender Number: (Bid / Tender Number as per Bid / Tender Document) \*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. 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)

679	
100	Organization
2/	REPUBLIC OF SOUTH AFRICA

PA-15.2: Resolution of Board of Directors	to enter into	Consortia or	Joint Venture:
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Postal Address:		
	(code)	
Telephone number:		
Fax number:		

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

## Note:

- \* Delete which is not applicable.
- NB: This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- 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).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

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	-131	I	OIAIIII

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: 2021/01



# 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) Held at \_\_\_\_\_\_ (place) \_\_ (date) **RESOLVED that: RESOLVED** that: A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project: (Project description as per Bid /Tender Document) Bid / Tender Number: \_\_\_\_\_\_(Bid / Tender Number as per Bid / Tender Document)



# PA-15.3: Special Resolution of Consortia or Joint Ventures

В.	*Mr/Mrs/Ms:			
	in *his/her Capacity a	as:(Position in the Enterprise)		
	and who will sign as	follows:		
	connection with and	thorised to sign the Bid, and any and all other documents and/or correspondence in relating to the Bid, as well as to sign any Contract, and any and all documentation, ard of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.		
C.	The Enterprises cons all business under the	tituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct e name and style of:		
D.	the obligations of the	e Consortium/Joint Venture accept joint and several liability for the due fulfilment of Consortium/Joint Venture deriving from, and in any way connected with, the Contract Department in respect of the project described under item A above.		
E.	Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.			
F.	No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the othe Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.			
G.		ose as the domicilium citandi et executandi of the Consortium/Joint Venture for all the consortium/joint venture agreement and the Contract with the Department in under item A above:		
	Physical address: _			
	-			
	-	(Postal code)		
	Postal Address:			
	-			
	-	(Postal code)		
	Telephone number:			
	Fax number:			



# PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
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The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

## Note:

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



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

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

# 1.2 Preference Points System to be applied

(tick whichever is applicable).

X	The applicable preference point system for this tender is the <b>80/20</b> preference point	int system
	The applicable preference point system for this tender is the 90/10 preference point	int system
	Either the 90/10 or 80/20 preference point system will be applicable in this to lowest/ highest acceptable tender will be used to determine the accurate systemders are received.	

- 1.3 Points for this tender shall be awarded for:
- 1.3.1 Price; and
- 1.3.2 Specific Goals

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

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

# 1.5 **Breakdown Allocation of Specific Goals Points**

1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable. Table 1 Specific Goals Serial Preference Documentation to be submitted by No Points bidders to validate their claim Allocated out of 20 1. An EME or QSE which is at 10 SANAS Accredited BBBEE least 51% owned by black Certificate or Sworn Affidavit people (Mandatory) where applicable. 2. Located in a specific Local 2 Official Municipal Rates Municipality or District Statement which is in the name Municipality or Metro or of the bidder. Province area for work to be done or services to be Or rendered in that area (Mandatory) Any account or statement which is in the name of the bidder. Or Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or Lease Agreement which is in the name of the bidder. 3. An EME or QSE which is at 4 SANAS Accredited BBBEE least 51% owned by black Certificate or Sworn Affidavit women (Mandatory) where applicable. 4. An EME or QSE which is at 2 SANAS Accredited BBBEE least 51% owned by black Certificate or Sworn Affidavit people with disability where applicable. (Mandatory) and

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

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

# Table 2

X

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

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

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

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

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

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

# 2. **DEFINITIONS**

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation:
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes:
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal

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

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

# 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

# 3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

# 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

# 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

# **DECLARATION WITH REGARD TO COMPANY/FIRM**

Name of company/firm

# 4.4. Company registration number:

# 4.5. TYPE OF COMPANY/ FIRM

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

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

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

	\$
	SIGNATURE(S) OF TENDERER(S)
	(=, == ================================
CUDNAME AND MAKE	
SURNAME AND NAME:	
DATE:	
DATE:	
ADDRESS:	ă
	9.9



# 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



### **LEASE**

### 1. PARTIES:

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

### AND

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

### 2. <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 shall be a total amount of R made up of:

R in respect of Office Rental

R in respect of parking:

R (other-specify)

Subtotal

Vat

**TOTAL** 

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

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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. <u>CONDITION OF THE PREMISES AT THE COMMENCEMENT DATE AND AT THE TERMINATION DATE:</u>

- 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.

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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.

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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.

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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 "Tenderr" 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. DOMICILIUM CITANDI ET EXECUTANDI

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

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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:	Ti .		
Name of witness	Signature	Date	



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

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

### Department Public Works REPUBLIC OF SOUTH AFRICA

### **SCHEDULE 1**

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



### **SCHEDULE 2**

Details of installations required by Lessee:

Installations:	Party to effect:	Party to pay:
Arrangements in respect of	installations at termination:	



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

### DPW - 08.3 (LS): BID OFFER - OFFICE ACCOMMODATION

Bid no:	H24/002PF	Closing date:	24 May 2024
Advertising date:	30 April 2024	Validity period:	84 days

### 1. ACCOMMODATION PARTICULARS

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

### 1.1 OFFER: (COMPULSORY FOR ALL BIDDERS)

	Offices	Stores	Parking
Lettable area	m²	m²	
Parking bays			
Rental per month	R	R	R
VAT per month	R	R	R
Total per month	R	R	R
Tariffs	R /m²	R /m²	R / bay
VAT	R /m²	R /m²	R /bay
Total (1)	R /m²	R /m²	R /bay
Escalation rate	%	%	%
Operating Costs (Provide details on what costs entail)	R /m²	/m²	
VAT	R /m²	/m²	
Total (2)	R /m²	/m²	
Escalation rate	%	%	
Total (1+2)	R /m²	/m²	R / bay



Bid Offer - Office Accommodation: DPW-08 3 (LS)

Total price per month (VAT incl.)	
,	

Minimum of R500/m2 (VAT excl.) for Tenant Installation (T.I.) excluding electrical/ mechanical/ structural items, which are Landlord's responsibility as well as providing certificates of compliance.	R	/m²	R	/m²	/bay
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### 2 RESPONSIBILITIES

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

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

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

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

2.3 Rates and Insurance	State	Lessor	Estimated cost per month
2.3.1. Municipal rates & Increases			
2.3.2. Insurance & Increases			
2.3.3. ASRIA insurance + Increase			

2.4	Other Responsibilities	State	Lessor	Estimated cost
		Otato	E03301	per month



Bid Offer - Office Accommodation: DPW-08.3 (LS) 2.4.1 **Contract costs** 2.4.2 Stamp duty 2.4.3 Firefighting equipment 2.4.4 Cost of alterations Note: the state is not prepared to accept responsibility for services or costs involved within grey coloured columns. (Indicate where applicable) Note: the price stated in words will take precedence over the price in figures where figures are not clear Note: the total bid price should be include the costs (offices, parking, stores, operating costs and escalation) Note: the award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as a firm and final offer. **NATIONAL BUILDING REGULATIONS: Electricity Compliance Certificate** Yes 🗍 No 🗍 Yes 🗌 No 🗌 Fire Regulation Yes 🗌 No  $\square$ Accessibility Regulation Yes 🗌 No 🗌 Health and Safety Regulation PARTICULARS FOR PAYMENT OF RENTAL: Person/Organisation to whom cheque must be issued Postal address Telephone no. Cell. No. e-mail address 5. INCOME TAX REFERENCE NUMBER: INCOME TAX REFERENCE NUMBER (in terms of Section 69 of the Income Tax Act, 1962 (Act 58 of 1962) as amended) Signature of Owner / Duly Authorised Representative Date

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

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

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



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

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

#### 1. GENERAL:

- (a) This specification forms part of the written offer of the bidder and must be initialled and submitted with all other documents.
- (b) Any requirements laid down in this specification shall be considered as supplementary to those set out in the written offer of the bidder and on the drawings. The fact that the Department checked the documentation and 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 "Tender" 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 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.

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 3

H24/002PF

Bid no:



24 May 2024

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

Closing date:

Advertising date:	30 April 2024	Validity period:	84 Days
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		(the bide	ders name) acknowledge that I as
the property in question and By - Laws:	shall ensure that n) complies in every respect v	vith the requirements of	(description of the following Acts, Regulations
(ii) The National Buildir (iii) The Municipal by-la (iv) The local fire regula this/these premises and I furthermore agree to a	and Safety Act, 1993. (Act 8 ag Regulations and Building Saws and any special requirem ations, to guarantee/ensure that the public visiting the premisadvise the Department of Publics of this agreement and to	Standards Act, 1977 (Actents of the local supply the health and safety of a ses for business or other lice. Works immediately in the standard of the second	authority.  all State employees occupying er purposes.  n writing of any reason I am
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