



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

BID / TENDER NO. LSPE 02/2021

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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR PROVISION OF:

Property description:	QUEENSTOWN: ALTERNATIVE ACCOMMODATION FOR DEPARTMENT OF HOME AFFAIRS
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Bid no:	LSPE 02/2021		
Advertising date:	07 May 2021	Closing date:	01 June 2021
Closing time:	11:00	Validity period:	56 days

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

<input checked="" type="checkbox"/>	The bid must be submitted on or before the closing date and time of the bid.
<input checked="" type="checkbox"/>	The (DPW-08 (LS)): Bid offer must be clearly completed by the bidder, with clear specification of the financial offer in terms of rental and tenant installation allowance offered by bidder and the bid documents should be duly signed in ink, by the bidder. The offer should be submitted as per the bid questionnaire which forms part of the bid documents.
<input type="checkbox"/>	Submission of a original valid Tax Clearance Certificate.
<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Bidder's Past Supply Chain Management Practices..
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (LS)): List of returnable documents.
<input checked="" type="checkbox"/>	If the bidder is an agent, a copy of the mandate from the owner must be submitted with the bid documents or in case of a prospective buyer the signed purchase agreement must be submitted.
<input checked="" type="checkbox"/>	<i>Proposed layout plan for the bid must be attached to the bid</i>
<input checked="" type="checkbox"/>	<i>Provide proof of registration with National Treasury Central Supplier Database by completing the Supplier Registration Number / Tax Compliance status Pin (TCSP) on the form of offer</i>
<input checked="" type="checkbox"/>	<i>Compliance with Pre-qualification criteria for Preferential Procurement</i>
<input checked="" type="checkbox"/>	<i>Use of correctional fluid is prohibited.</i>
<input type="checkbox"/>	<i>Attendance of compulsory pre-tender briefing. Attendance Register to serve as proof.</i>
<input checked="" type="checkbox"/>	<i>Cost breakdown of bid price as per Annexure to DPW08.01 to be completed and submitted with the Bid.</i>

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

<input type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status level of contributor: <input checked="" type="checkbox"/> Level 1 or <input checked="" type="checkbox"/> Level 2 or <input checked="" type="checkbox"/> Level 3
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Notice and Invitation to Bid: PA-04 (LS)

	or <input checked="" type="checkbox"/> Level 4 or <input type="checkbox"/> Level 5 or <input type="checkbox"/> Level 6 or <input type="checkbox"/> Level 7 or <input type="checkbox"/> Level 8
<input checked="" type="checkbox"/>	An EME or QSE
<input type="checkbox"/>	A tenderer subcontracting a minimum of 30% to: <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships <input type="checkbox"/> A co-operative which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An EME or QSE;

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

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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Price:	
Price:	80 % of 20
Total must equal:	100%

Functionality:	
Functionality:	100 %
Minimum Functionality Score	50 %
Total must equal:	100%

Functionality criteria:	Weighting factor:
Locality: Required area: CBD of Queenstown Not in industrial and residential area If not in the required area the bid will not be further evaluated All items complaint:	 40 5



Accessibility:		
Requirements for people with disability is a prerequisite. If the building does not comply it will not be considered.		
Close to major roads and public transport amenities	1	20
Easily accessible and visible to public	2	
Meets entrance and exit requirements	1	
Availability to public parking	1	
Suitability:		
Minimum required size and number of parking bays to be provided that must be undercover and lockable on site of the proposed accommodation (1 843.16m ² and 20 under cover parking bays , 8 lockable parking for GG vehicles, 1 lockable parking for mobile office and 2 disabled parking).		
After refurbishment grading of the building to be B and higher		
1. Layout easily obtainable	1	40
2. Multi-tenant -other Government Department	1	
3. Ground floor and continuous floor	2	
4. Parking secured	1	
All items provided	5	
Total		100 Points

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

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

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

1. COLLECTION OF BID DOCUMENTS:

- Bid documents may be collected during working hours at the following address ***Eben Donges Building, Cnr of Hancock and Roberts Street, North End, Port Elizabeth Room 296.***
- A non-refundable bid deposit of R **500.00** is payable, (Cash only) is required on collection of the bid documents.
- A ***non-compulsory*** pre bid meeting with representatives of the Department of Public Works will take place at ***Department of Public Works*** on starting at Venue . (if applicable)

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

Contact person:	Eugene Wicks	Telephone no:	041 408 2060
Cell no:		Fax no:	041 484 1385
E-mail:	Eugene wicks@dpw.gov.za		

3. DEPOSIT / RETURN OF BID DOCUMENTS:

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

<p>BID DOCUMENTS MAY BE POSTED TO:</p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 3913, <i>Norh End</i> <i>Port Elizabeth</i> 6056</p> <p>ATTENTION: PROCUREMENT SECTION: ROOM 483</p> <p><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></p>	OR	<p>DEPOSITED IN THE TENDER BOX AT:</p> <p><i>Eben Donges Building</i> <i>Cnr Hancock and Robert Street</i> <i>North End</i> <i>Ground Floor Entrance</i></p>
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4. COMPILED BY:

E.Wicks		
Name of Property Manager	Signature	Date

EASTERN CAPE: DEPARTMENT OF HOME AFFAIRS: QUEENSTOWN LOCAL OFFICE LARGE : ALTERATIVE ACCOMMODATION

SERIAL NO	DESCRIPTION OF ROOM	PROPOSED PU	NORM PER PU	ASM	REMARKS
	ASSIGNABLE AREA QUEENSTOWN				
1	EMPLOYEE SPACE				
2	DISTRICT MANAGER OPERATIONS	1	16.00	16.00	Extra 4m ² for meetings
3	ADMIN SUPPORT	1	8.00	8.00	
4	ADMIN CLERK LEVEL 6	2	6.00	12.00	
5	HOUSEHOLD AID	1	6.00	6.00	
	OFFICE MANAGEMENT/ ADMIN SUPPORT				
6	OFFICE MANAGER	1	12.00	16.00	Extra 4m ² for meetings
7	ADMIN SUPPORT	1	8.00	8.00	
8	CIVIC SUPERVISORS	3	8.00	24.00	
9	CASHIER SUPERVISOR	1	8.00	8.00	
10	FO CLERK LEVELS 5, 6 & 7	17	6.00	102.00	
11	BO CLERK LEVEL 7	4	6.00	24.00	
12	ADMIN CLERK LEVEL 6	2	6.00	12.00	
13	SWITCHBOARD CLERK LEVEL 6	1	6.00	6.00	
14	HOUSEHOLD AID	1	8.00	8.00	
15	HEAD OF PERMITS LEVEL 9	1	12.00	12.00	
16	CLERK LEVEL 5,6 & 7	8	6.00	48.00	
17	IMMIGRATION OFFICERS	8	6.00	48.00	
	BO SPACE				
18	CABINETS	113	0.90	101.70	
19	SHELVES	172	0.17	29.24	
20	SPARE OFFICE SPACE	1	12.00	12.00	
21	GENERAL STORE	1	16.00	16.00	
22	STATIONERY STORE	1	8.00	8.00	
23	PHOTOCOPY ROOM FOR MANAGEMENT	2	8.00	16.00	
24	PHOTOCOPY SPACE OPEN PLAN FACILITY	1	4.00	4.00	
25	PASSPORT PROCESSING AREA	2	4.00	8.00	
26	INSPECTORATE INTERROGATION AREA	1	12.00	12.00	
27	INSPECTORATE SECURED WAITING AREA	1	30.00	30.00	
	HR SPACE				
28	KITCHEN CONNECTED TO LUNCH ROOM	1	12.00	12.00	
29	LUNCH ROOM	1	20.00	20.00	
30	REFRESHMENTS POINT	2	4.00	8.00	
31	LECTURE / COMMITTEE ROOM THAT CAN BE DIVIDED	1	65.00	65.00	

DEPARTMENT OF PUBLIC WORKS
Private Bag 13913, Port Elizabeth, 6056
Inspectorate & Compliance
2018-09-08
REVIEWED / RECOMMENDED / NOT RECOMMENDED

DEPARTMENT OF PUBLIC WORKS
Private Bag 13913, Port Elizabeth, 6056
Inspectorate & Compliance
2017-11-12
REVIEWED / RECOMMENDED / NOT RECOMMENDED

DEPARTMENT OF PUBLIC WORKS
Private Bag 13913, Port Elizabeth, 6056
Inspectorate & Compliance
2019-02-13
REVIEWED / RECOMMENDED / NOT RECOMMENDED

EASTERN CAPE: DEPARTMENT OF HOME AFFAIRS: QUEENSTOWN LOCAL OFFICE LARGE : ALTERNATIVE ACCOMMODATION

SERIAL NO	DESCRIPTION OF ROOM	PROPOSED PU	NORM PER PU	ASM	REMARKS
32	GENERAL BUILDING SPACE				
	STRONG ROOM	1	12.00	12.00	
33	EXTRA ARCHIVE SPACE FOR READY DOCUMENTS	1	30.00	30.00	
34	INFORMATION COUNTER	1	8.00	8.00	
35	SECURITY SURVEILLANCE CONTROL ROOM	1	12.00	12.00	
36	SERVER/ TELECOM ROOM	1	10.00	10.00	
37	UPS ROOM	1	12.00	12.00	
	CLIENTS SPACE				
38	COUNTERS: CIVIC SERVICES	11	1.70	18.70	
39	COUNTERS: PERMITS	5	1.70	8.50	
40	COUNTERS: INFORMATION	1	1.70	1.70	
41	COUNTERS: AREA IN FRONT	17	1.70	28.90	
42	COUNTERS: AREA BEHIND CIVIC SERVICE COUNTERS	11	2.72	29.92	
43	COUNTERS: AREA BEHIND PERMITS COUNTERS	5	2.72	13.60	
44	COUNTERS: AREA BEHIND INFORMATION COUNTERS	1	2.72	2.72	
45	WAITING AREA: GENERAL WITH SEPARATE SEATING ARRANGEMENTS FOR FINGERPRINT AREA	1	650.00	650.00	
46	FINGERPRINT SEPARATED AREA	1	12.00	12.00	
47	CASHIER ENCLOSED AREA	1	8.00	8.00	
48	ROOMS: MATRIMONIAL	1	20.00	20.00	
49	ROOMS: INTERVIEW CS	2	12.00	24.00	
50	ROOMS: INTERVIEW: PERMITS	1	12.00	12.00	
51	ROOMS: BABY ROOM	1	8.00	8.00	
	TOTAL ASSIGNABLE AREA		ASM	1621.98	
	NON ASSIGNABLE AREA (20%) CIRCULATION, MAINTENANCE, DUTY TOILETS AND STRUCTURAL SPACES			405.50	
52	MRA TOILETS	4			
	MALE TOILETS	4			

DEPARTMENT OF PUBLIC WORKS
Private Bag 43913, Port Elizabeth, 6056
Inspectorate & Compliance
2016-09-08
REVIEWED / RECOMMENDED / NOT RECOMMENDED
Signature:

DEPARTMENT OF PUBLIC WORKS
Private Bag 43913, Port Elizabeth, 6056
Inspectorate & Compliance
2017-10-02
REVIEWED / RECOMMENDED / NOT RECOMMENDED
Signature:

DEPARTMENT OF PUBLIC WORKS
Private Bag 43913, Port Elizabeth, 6056
Inspectorate & Compliance
2019-02-13
REVIEWED / RECOMMENDED / NOT RECOMMENDED
Signature:

EASTERN CAPE: DEPARTMENT OF HOME AFFAIRS: GOUSENSTOWN LOCAL OFFICE LARGE : ALTERNATIVE ACCOMMODATION

SERIAL NO	DESCRIPTION OF ROOM	PROPOSED PU	NORM PER PU	ASM	REMARKS
53	FEMALE TOILETS	6			
54	DISABLED TOILET	1			
	CLIENTS TOILETS				
55	MALE TOILETS	4			
56	FEMALE TOILETS	6			
57	DISABLED TOILET	1			
	PARKING				
	UNDER ROOF PARKING	20			
58	LOCK - UP PARKING FOR GG VEHICLES	8			
59	LOCK UP PARKING FOR MOBILE OFFICE	1			
60	DISABLED PARKING	2			
61	GENERATOR STORE	1			
62	DIESEL STORAGE	1			OUTSIDE (FENCED) OUTSIDE (FENCED)
	TOTAL GROSS AREA			2027.48	
	TOTAL LETTABLE AREA FOR LEASE PURPOSES			1843.16	

COMPILED BY: [Signature] CHECKED BY: [Signature]
 DATE: 2013/11/04 DATE: 2013/11/08

ACCOMMODATION PARTICULARS AND SPACE NORMS APPLIED

CERTIFIED BY: [Signature] D:KAM (DIRCO & OTHERS): [Signature]
 DATE: 2013-11-08 DATE: 12/11/2013

DEPARTMENT OF PUBLIC WORKS
 Private Bag X3913, Port Elizabeth, 6056
 Inspectorate & Compliance
 2016-09-08
 REVIEWED / RECOMMENDED / NOT RECOMMENDED
 Signature:.....

DEPARTMENT OF PUBLIC WORKS
 Private Bag X3913, Port Elizabeth, 6056
 Inspectorate & Compliance
 2017-10-02
 REVIEWED / RECOMMENDED / NOT RECOMMENDED
 Signature:.....

DEPARTMENT OF PUBLIC WORKS
 Private Bag X3913, Port Elizabeth, 6056
 Inspectorate & Compliance
 01 NOV 2021
 REVIEWED / RECOMMENDED / NOT RECOMMENDED
 SIGNATURE:.....

DEPARTMENT OF PUBLIC WORKS
 Private Bag X3913, Port Elizabeth, 6056
 Inspectorate & Compliance
 2019-02-13
 REVIEWED / RECOMMENDED / NOT RECOMMENDED
 Signature:.....

ANNEXURE A

Additional responsive criteria that may be required during the bid evaluation

1. Certified copy of the Founding Statement (CK1), if the firm is a Close Corporation
2. Articles of Agreement, (CM1) and shareholding certificates endorsed by an auditor if the firm is a Company.
3. Articles of Association and shareholding certificate, endorsed by an auditor, if the firm as a private company (Pty) Ltd.
4. In the event of the bidder being a public company, a letter from their auditor, certifying their status as a public company and attached thereto, a certified copy of the bidder's Articles of Agreement.
5. Submission of certified copy(s) of identify document(s) if natural person(s) or partnership.
6. Copy of joint venture agreement if bidder is a joint venture and / or consortium.
7. Contract period 5 years.
8. The Tenderer must submit together with the bid, a maintenance programme for the period of the lease agreement for electrical installations including emergency lights and generator, a letter committing to refurbish the building to conform to the tenant specification and a copy of the proposed floor plan. The refurbishment must be in compliance with the Government standard specifications and conform to the standards, norms and specification of the tenants and their corporate image. All costs of the tenant installation shall be borne by the tenderer. The tenderer must commit to submit a letter ensuring that after the refurbishment of the building, the building will comply with all the National Building Regulations. Tenderer must commit to submit prior to occupation a certificate of Compliance with the Occupational Health and Safety Act (OHASA) and Accessibility Regulation. This tender is subject to the tenderer signing the government standard lease agreement without amendments.
9. The tenderer must submit together with this document present and future photographic portfolio of the building and building floor plans. The tenders will be evaluated in terms of the PPPFA/ B-BBEE.
10. **It is compulsory for the tenderer to complete the annexure to the DPW08.1 (LS) – the LS Price Confirmation of the summary of the Bid Price**

PLEASE NOTE: The Department reserves the right to negotiate options of lease to purchase / or lease to own with the highest scoring bidder

ANNEXURE B

Additional to standard specification

All accommodation to comply to the following

1. Security measures
 - > Burglar proofing to all accessible windows
 - > Security gates must be fixed to all entrances,
 - > External security lighting
 - > Alarm System

2. Specialised equipment
 - > Air conditioning to be provided in all offices (hot and cold)
 - > Blinds should be provided to all offices and rooms with windows.
 - > Generator to be installed as backup electricity supply.
 - > Energy efficiency.
 - > Hot and cold water to be provided in kitchen and bathrooms.

3. Professional Services
 - > Architects who have proven ability to Project Management must be made available to co-ordinate layout and design with the Client. In addition architect drawings detailing proposals for layout and design is required.

4. Flexibility
 - > The proposed layout should cater for flexibility in re-arrangement of office space in consultation with the Client

5. Available and functional
 - > 3 – 6 months for existing accommodation and 8-12 months for building under construction.

6. Corporate image
 - > Must be as the corporate colours of the department



home affairs

Department:
Home Affairs
REPUBLIC OF SOUTH AFRICA

Building a New Home Affairs

Specifications

DHA Pilot Office Refurbishments

31 July 2008



FeverTree
CONSULTING

ATKEARNEY



List of Office Refurbishments included in the scope of the pilot

Office Refurbishment		Comments
1	Outside DHA sign	
2	Outside signboard with operating hours	
3	Counter signs and indicator signs	Based on specifications of GCIS government wide signage
4	Services & pricing board	New specification
5	Information pillars including take away leaflets	New specification
6	Seating equipment	Standard specification used
7	Writing ledge counters to fill out applications	New specification
8	New service counters layout	New specification (there are different alternatives used by DHA currently)
9	Queue rails	Standard specification used
10	Cleaning Contract / Maintenance Contract (ablation, lighting ⁽¹⁾ , locks, windows, air-con ⁽²⁾)	No specification needed
11	Coat of paint	Two alternatives available
12	New floor in waiting areas	Will highly depend on needs assessment, if not needed this will not be incorporated
13	External surroundings / painting	Scope only includes tidying and cleaning

Notes:

(1) Implies fixing or changing current lights but not changing the attachment to the ceiling or the electricity set-up

(2) In principle all offices should have an air-con, installing an air-con is out of scope and should be done by the building owner

1. Outside DHA sign

Outside DHA sign

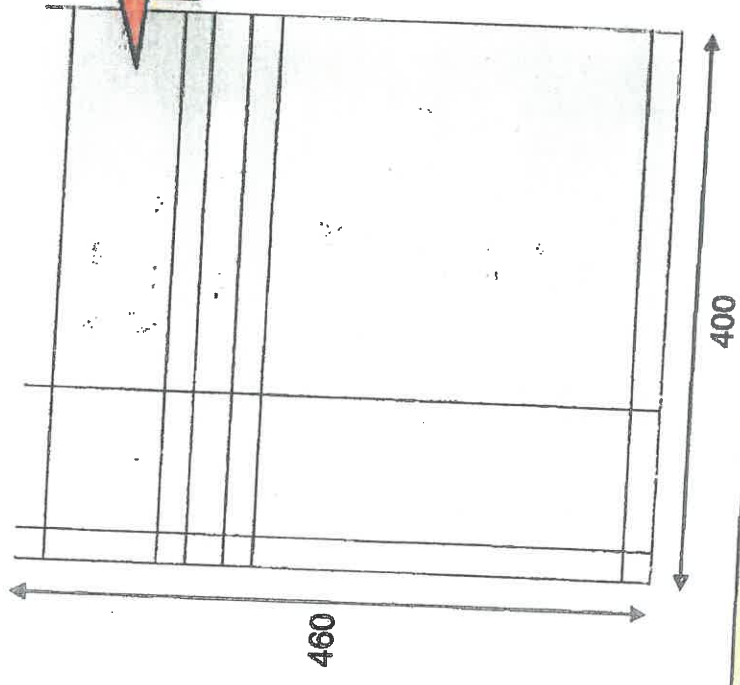


Detailed specifications	
Material:	Natural Anodized Aluminium frame, Opal Perspex
Colour:	DHA logo printed on white background
Lighted:	Yes, in the light box
Mounting:	Flat mounted on the wall

- Based on GCIS government departments corporate identity and branding guidelines for signage for government departments
- As a standard no use of local language

2. Outside signboard with operating hours

Outside signboard on glass door – if glass door available



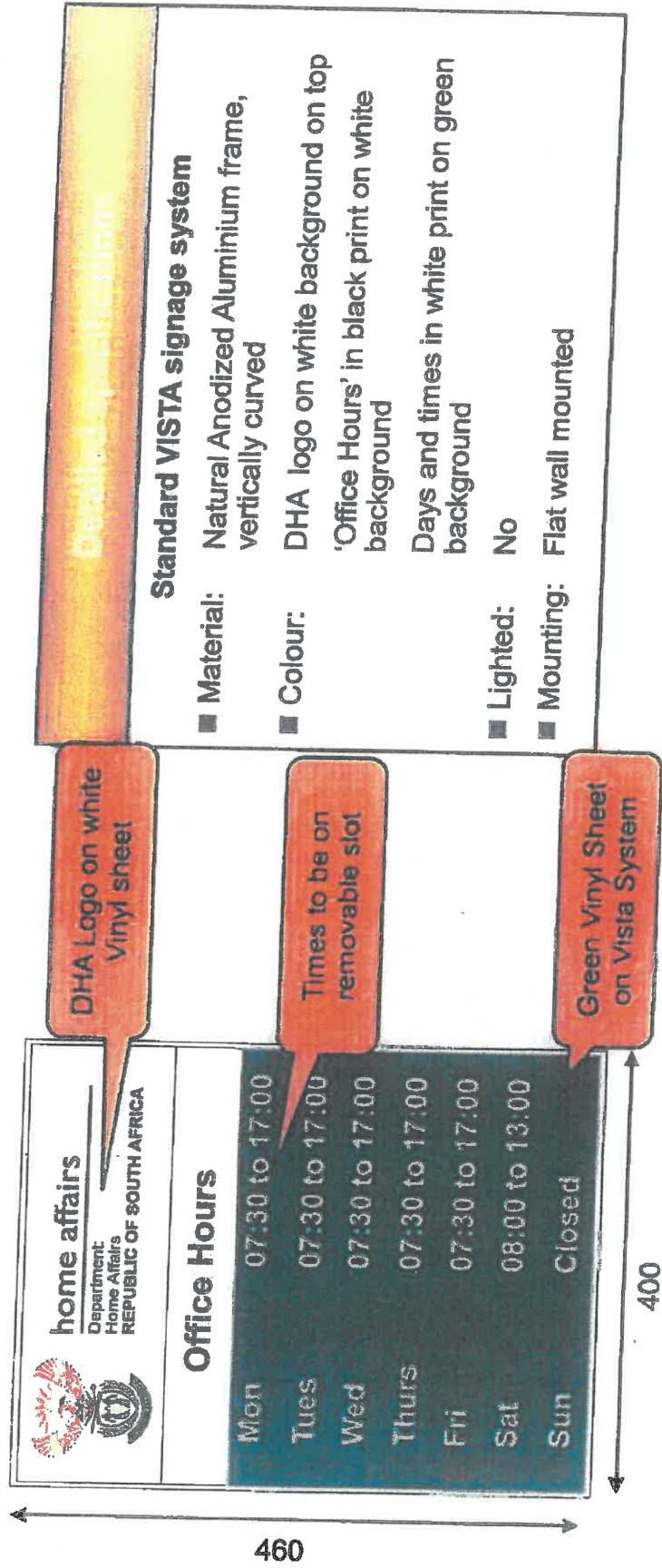
Details specifications

- Material: Removable stick-on sandblasting
- Colour: White print on light grey plastic background
- Lighted: No
- Mounting: Reverse Vinyl sheet to be applied to glass door, and must be fixed from outside for tinted glass
- In case of double doors: DHA logo on left and office hours on right
- In case of single door: DHA logo above and office hours below

- Based on GCIS government departments corporate identity and branding guidelines for signage
- Recommended by DHA Communications not to use local language as signboard is self-explanatory
- Use of stick-on sandblasting (instead of permanent sandblasting) as office hours might change with time
- Offices wishing to change from office hours set above must first obtain written consent from DDG Civic Services or NIB as applicable

2. Outside signboard with operating hours – cont'd

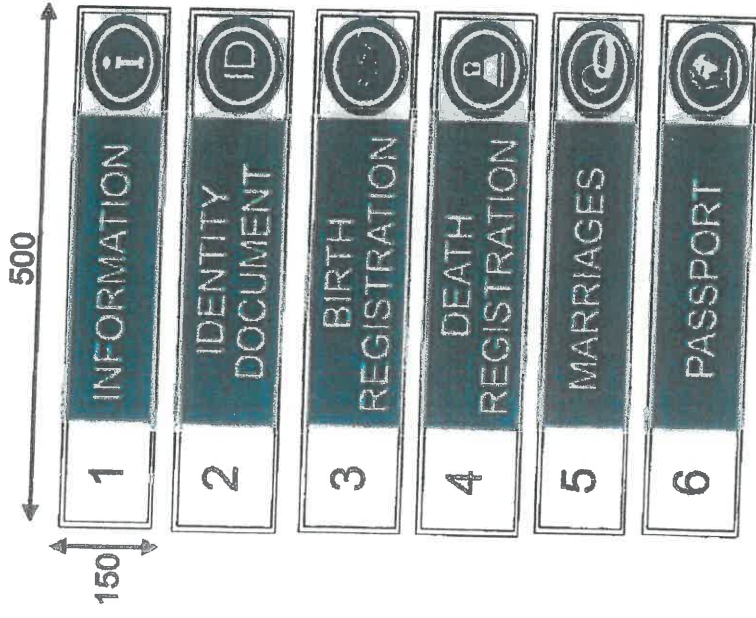
Outside signboard wall mounted - if glass door not available



- Based on GCIS government departments corporate identity and branding guidelines for signage
- Recommended by DHA Communications not to use local language as signboard is self-explanatory
- Times to be on a removable slot to enable changing office hours

3. Counter signs and indicator signs

Counter signs



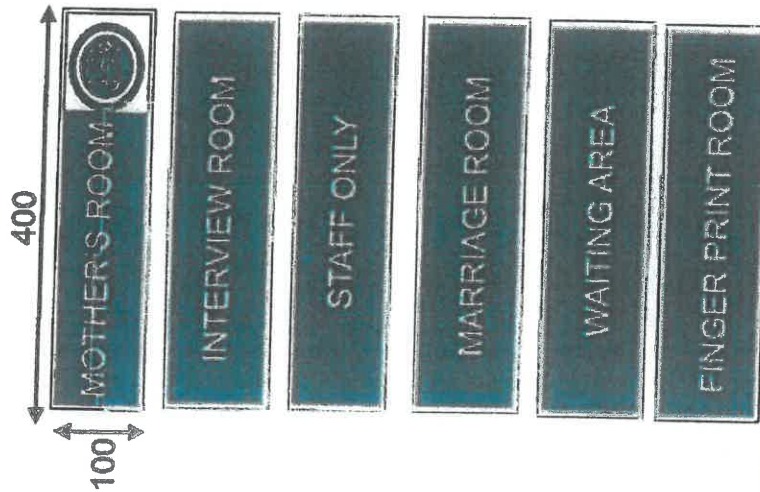
Standard VISTA signage system	
Material:	Natural Anodized Aluminium frame, vertically curved
Colour:	White print on green background Pictogram on white background Counter number in green print on white background
Lighted:	No
Mounting:	Suspended Signs

Other signs in this format: Permits, Cashier, Collections

- Based on DHA Corporate Identity document signed by Minister in 2004 (except for number)
- Discussed with DHA Communications
- Use of Pictogram recommended instead of local language
- Legend of Pictograms in local language(s) to be provided on the Information Pillar

3. Counter signs and indicator signs – cont'd

Room signs

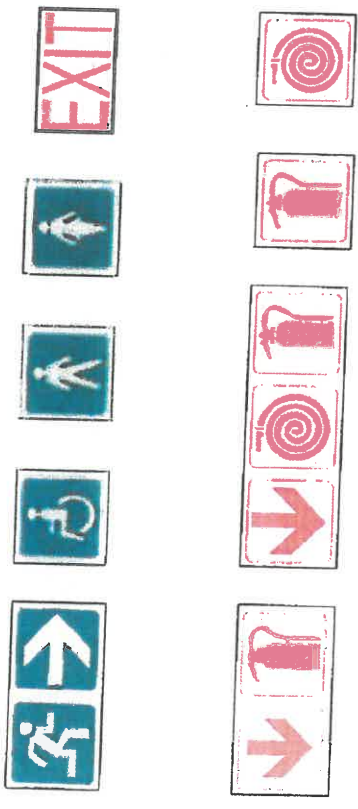


Standard VISTA signage system	
Material:	Natural Anodized Aluminium frame, vertically curved
Colour:	White print on green background Pictogram on white background Counter number in green print on white background
Lighted:	No
Mounting:	Flat wall mounted

- ▣ Based on DHA Corporate Identity document signed of by Minister in 2004 (except for number)
- ▣ Discussed with DHA Communications
- ▣ Use of Pictogram recommended instead of local language

3. Counter signs and indicator signs – cont'd

Indicator signs



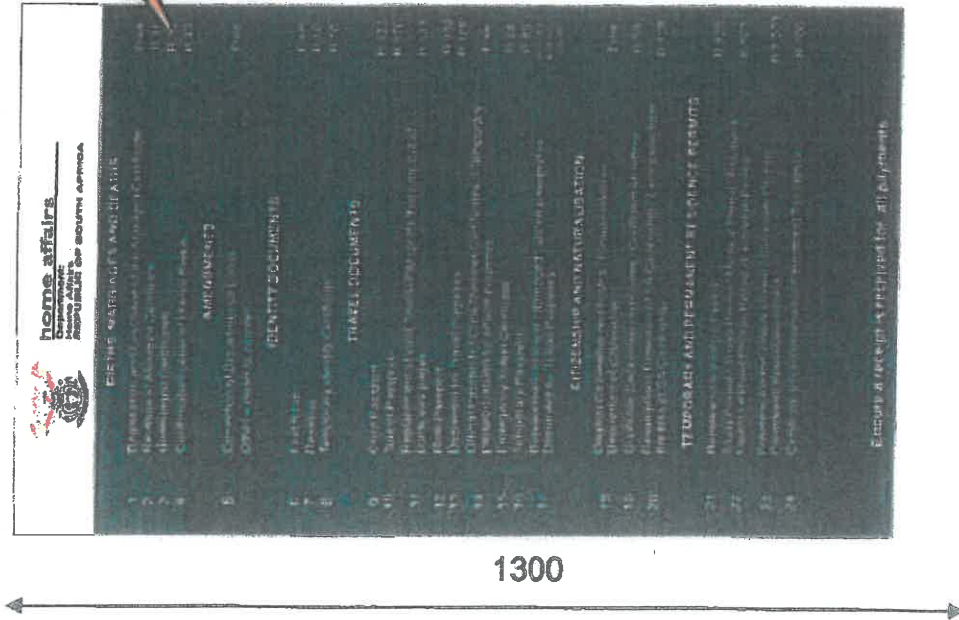
Standard VISTA signage system

- **Material:** Natural Anodized Aluminium frame, vertically curved
- **Colour:** White print on green background, except for ones that need to be in red (Emergency exit, Escape route, Fire extinguisher)
- **Lighted:** No
- **Mounting:** Flat wall mounted

■ Based on standard Statutory signs

4. Services & pricing board

Services & pricing board



1300

798

Standard VISTA signage system

- Material: Natural Anodized Aluminium frame, vertically curved
- Colour: Logo on top
Services & prices in white print on green background
Remark on receipt in green print on white background
- Lighted: No
- Mounting: Flat wall mounted

- New specification developed based on Standard VISTA system using DHA colours
- Discussed with DHA Communications

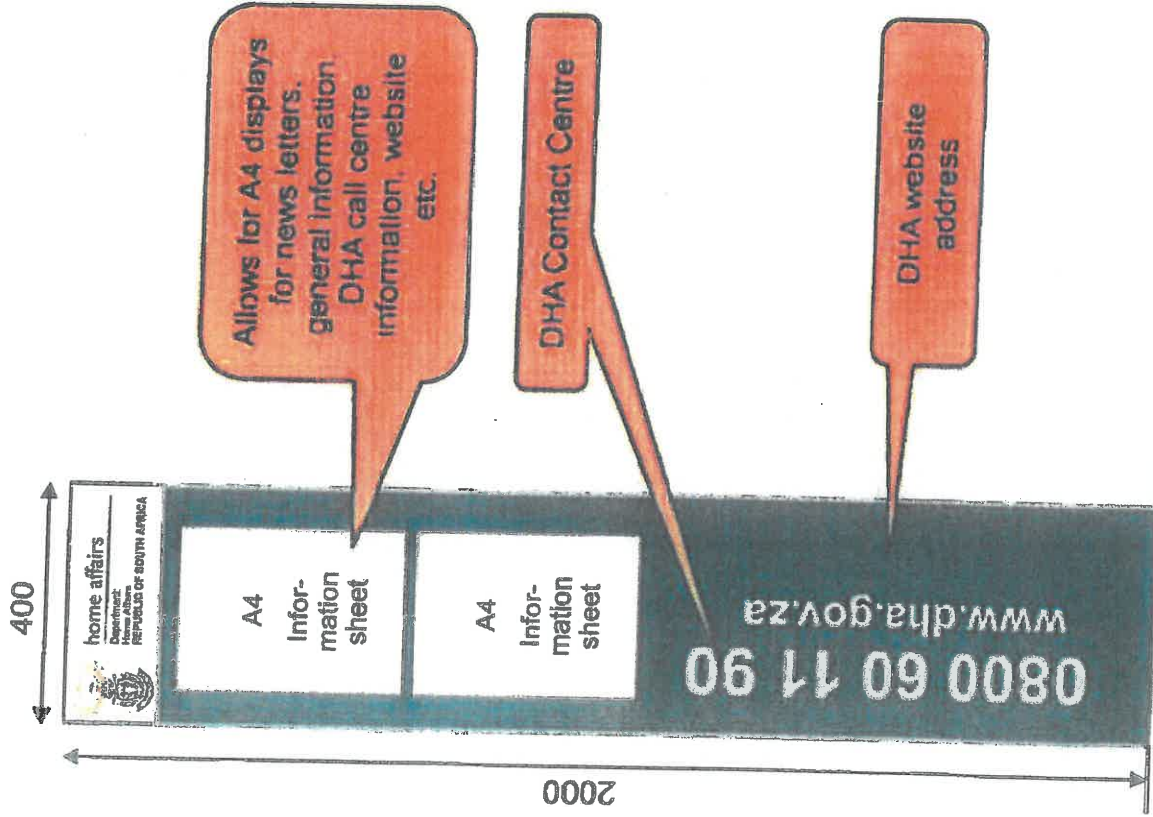
Price Lists in official local languages to be provided next to the board in perspex slots (mounted to the wall) and where applicable

Price List in
IsiZulu

Price List in
SeSotho

Price List in
Afrikaans

5. Information pillars including take away leaflets



Standard VISTA signages

Standard VISTA signage system

- **Format:** Three sided allowing 6 spaces for Information sheets
- **Material:** Natural Anodised Aluminium framed structure with Natural Anodized Aluminium kick plate skirting
- **Colour:** Logo on top
Pillar in DHA green
Perspex A4 sized pockets and
- **Lighted:** No
- **Mounting:** Free Standing

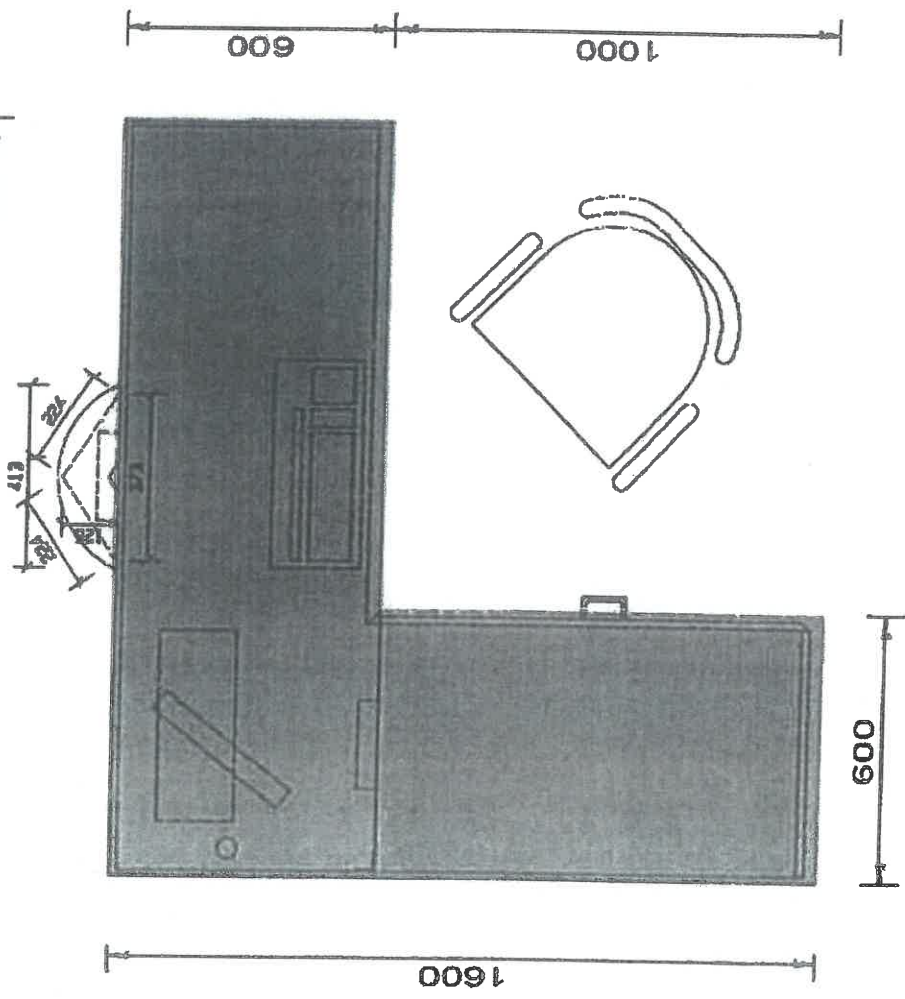
Suggestions for information to be put on the pillar:

- Organogram of the office
- Possible picture of Office manager and Employee of the month
- Schedule of the Mobile Unit if applicable
- Update on the Turnaround Program
- New initiatives developed by Home Affairs

8. New counters layout (but based upon current counter setup)

New counter layout – top view

1700 or 1500 (DEPENDING ON AVAILABLE SPACE)

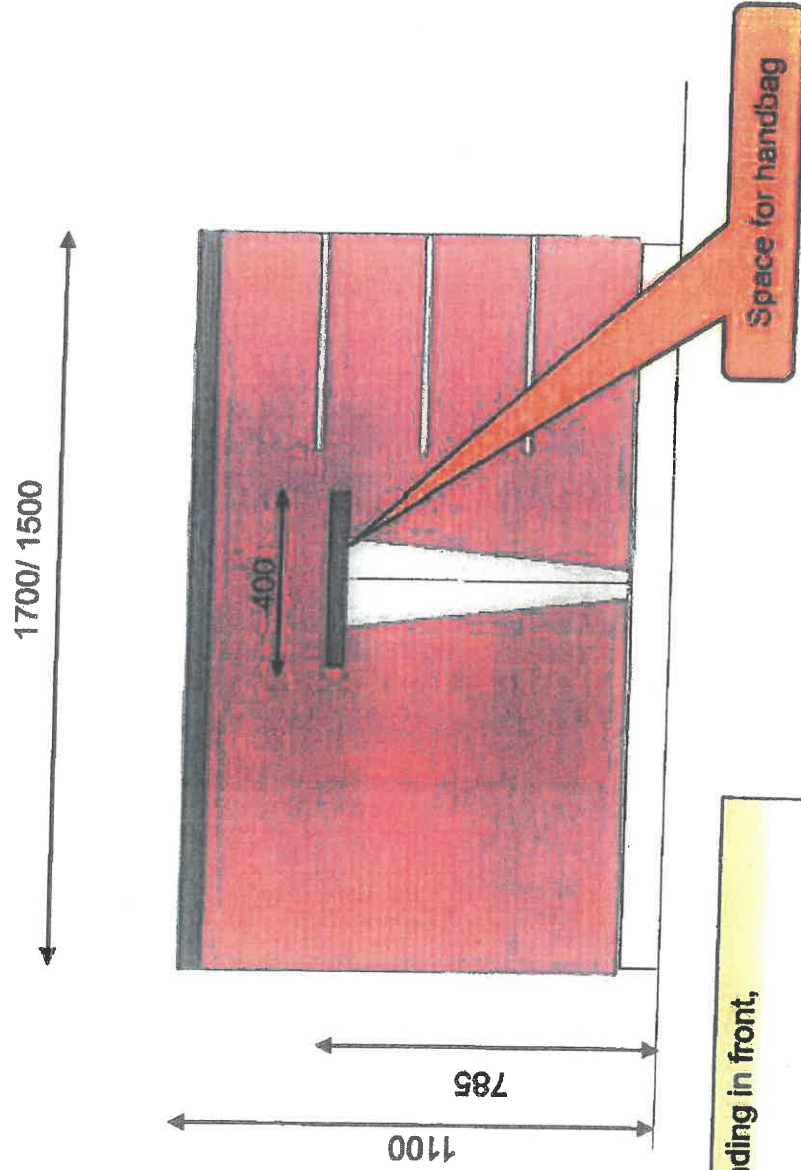


New Counter	
■ Material:	Work surfaces to be manufactured from high-density MFB Mellawood board with Supawood substrate SABS compliant, Density to be in excess of 680kg per cubic meter
■ Colour:	Boards to be finished with 0.6mm low glare continuous decorative laminate in a Cherry Royale finish Underside finished with 0.3mm quality balancing backer, with Natural Anodised Aluminium support for ledges and strips inserts
■ Mounting:	Standing on floor and can be fixed with brackets to adjacent counter

■ Assumption is customer standing in front, accompanied by one person
■ DHA official to sit on bar-stool chair

8. New counters layout (but based upon current counter setup) – cont'd

New counter layout – frontal view



- Assumption is customer standing in front, accompanied by one person
- DHA official to sit on bar-stool chair
- Counter to be 1700 or 1500 depending on the available space

11. Interior Finishes and Painting

Interior Finishes and Painting

■ Wall (Plascon Range)
 Below Dado: Granny Smith
 Dado: Red Oxide
 Above Dado: Yellow Brick
 Entire Wall: Yellow Brick
 Waiting & Public Areas
 Other Offices

■ Floor

■ Tiles:
 Herb Green vinyl tiles / natural look ceramic tile of same value (Waiting & Public Areas)
 Nexus Barber Point 920 (Offices only)

■ Carpets:

■ Doors
 Spinach
 Door Frames: Red Oxide

■ Blinds
 Blinds: Salmon Pink vertical blinds

■ Wall (Dulux Range) or Similarly Approved
 Below Dado: Rosa stone slate tile (Diamond shape)
 Dado: Essential moulding D07 Mahogany colour dado
 Above Dado: Dulux Wall and all Caramel sand 5
 Entire Wall: Dulux Wall and all Caramel sand 5 } Other Offices

■ Floor

■ Tiles:
 Rosa stone slate tiles (Waiting & Public Areas)

■ Carpets:
 Nexus Barber Point 920 Senegal (Offices only)

■ Doors
 Doors: Dulux Caramel sand 3
 Door Frames: Aluminium

■ Blinds
 Blinds: Aluminium horizontal blinds

■ New Coat of Paint is applied at the sample room next to security on Maggs street



home affairs

Department:
Home Affairs
REPUBLIC OF SOUTH AFRICA

Finishing Schedule. Rev 1

Public Areas

Finishes

- Floors:** JOHNSON "KUHLE" 400 X 400 FLOOR TILE As supplied by Ceragran code C2932CD, Approved Glazed Porcelain tile, laid in 45° Pattern with "Goldstar" tile adhesive, with Aluminum formable straight edge code ASE 100 in transition between Public Areas and back offices, public areas and main entrance door.
- Skirting:** JOHNSON "KUHLE" 400 X 400 FLOOR TILE As supplied by Ceragran code C2932CD, Approved Glazed Porcelain tile, laid in 45° Pattern with "Goldstar" tile adhesive, with with polysulphide joint between vertical and horizontal tiles in Public Areas.
- Dado Rails:** 115x16mm Meranti Moulded Essential Moulding Dado rail Code 92 37 317 Mould N 17, Stained with Mahogany color fixed 1100 above Finished Floor Level.
- Walls:** Below Dado Rail: JOHNSON "KUHLE" 400 X 400 FLOOR TILE As supplied by Ceragran code C2932CD, Approved Glazed Porcelain tile, laid in 45° Pattern with "Goldstar" tile adhesive, with with polysulphide joint between vertical and horizontal tiles in Public Areas.
- Above Dado Rail: Two coats Dulux Caramel Sand 5 or any similarly approved Plascon Double Velvet Colour
- Ceiling:** Gypsum plaster board or suspended ceiling or plastered ceiling. All painted with PVA paint (colour White) and to be done by Land Lord.
- Doors:** Two coats Dulux Caramel Sand 3 or any similarly approved Plascon Double Velvet Colour Caramel Sand 3
- Frames:** Two Coats Dulux Colour: Caramel Sand 5 or Similarly approved Plascon Double Velvet
- Steel Windows:** Two Coats Dulux Colour: Caramel Sand 5 or Similarly approved Plascon Double Velvet

Counter

Counter as per drawings Melawood (MLB super wood Substrate) 839 Cherry Royale, with Formica Moss Granite 654 Top

Lock: US 20 Center patch lock and US 20 patch lock cover with single throw lock (code DL 810) and lock keeper plate (code DL01/1) finished in polished chrome

Hinge: 180° Hinge bevelled (code DL 73B/30) and 180° clamp (code 76/3) Finished: Polished chrome

Connector: DL76/3 Glass to glass connector Finished: Polished chrome edging.

Dividers: 10mm Laminated Safety Glass to be Sand Blasted and to be polished on all edges.

Official Seat: Operator chair with clutch Mechanism- Gas Height Adjustment- Nylon base castors with Draughtmans height with p/u non-flexi arms and Black p/u rubber, with a black foot ring, swivel and tilt

mechanism upholstered in Vulcan black fabric and pu base on castors (or Similarly approved) for Service counters only.

Writing Ledge Standing Melawood (MLB super wood Substrate) 839, Formica Moss Granite 654 Top

Queue Rail System:

- Natural Anodized PSG (or Similarly Approved) Post with Black ABS base with Bottle green belt (belt to be minimum 1,8m) Queue Rail system
- Natural Anodized PSG (or Similarly Approved) End Post with Black ABS base without belt Queue Rail system

Signage

Signage: To details

- 400 x 460mm New Sand Blast Vinyl Stick on Business Hours decal on shop front
- 400 x 460mm wall mount slats, V400 Aluminium sign for Business Hours decal foxed to Wall all in accordance with according to vista system – with 2 metal (aluminium) end caps for V400 extrusion Code DHA 100.
- 798 x 1300 wall mount Price List directory per Services with 2 x Perspex information leaf let all in accordance with Vista System, Code DHA 110:
 - VA4 (215mm/8.42") aluminium sign holder extrusion, Clear Anodize, 800 mm.
 - Clear cover (Non glare on one side) for VA4 extrusion (1mm thick), Glossy/Non glare, 800 mm.
 - 2 Metal (Aluminium) end caps for VA4 extrusion, Clear Anodize.
 - V600 (600mm/23.62") aluminium sign holder extrusion, Clear Anodize, 1399 mm.
 - Clear cover for V600 extrusion (2mm thick), Glossy/Non glare, 1399 mm.
 - 2 Metal (Aluminium) end caps for V600 extrusion, Clear Anodize.
 - 2 V100 (100mm/3.93") aluminium sign holder extrusions, Clear Anodize, 1399 mm.
 - 2 Clear covers (Non glare on one side) for V100 extrusion (1mm thick), Glossy/Non glare, 1399 mm.
 - 4 Metal (Aluminium) end caps for V100 extrusion, Clear Anodize.

This sign is divided into 2 sides

Side 1 contains 33 Black divided strips spaced as follows: 16 units, 52mm height. 16 units, 52mm height. 17 units, 26mm height. 17 units, 26mm height. 1 unit, 26mm height. 1 unit, 26mm height.

Side 2 contains 33 Black divided strips spaced as follows: 16 units, 52mm height. 17 units, 26mm height. 1 unit, 26mm height.

- A4 215 x 350 mm Perspex Poster frame with Translation leaflet in Local Language - DHA 120:
 - VA4 (215mm/8.42") aluminium sign holder extrusion, Clear Anodize, 350 mm.
 - Clear cover (Non glare on one side) for VA4 extrusion (1mm thick), Glossy/Non glare, 50 mm.
 - 2 Metal (Aluminium) end caps for VA4 extrusion, Clear Anodize.
 - Black divided strip.
 - VLetterRack-2555 - Clear PETG Rack Letter folded.
- 150 x 500mm Suspended Service Counter slats Sign all in accordance with Vista system CODE - DHA 130:
 - 2 V150 (150mm/5.9") aluminium sign holder extrusions, Clear Anodize, 500 mm.
 - 2 Clear covers (Non glare on one side) for V150 extrusion (1mm thick), Glossy/Non glare, 500 mm.

- 2 Stainless steel cable 1.5 mm, 3 Foot.
- 4 Metal (Aluminium) end caps for V150 extrusion, Clear Anodize.
- 2 Double sided connectors for V150 (double sided tape included).
- 4 Cable clamps.

This sign to receive a vinyl print of the specific service being offered on the counter, a reference to the counter number and a pictogram of the service being offered.

100 x 400 Sign all in accordance with Vista System - Code DHA 140:

- V400 (400mm/15.74") aluminium sign holder extrusion, Clear Anodize, 100 mm.
- Clear cover for V400 extrusion (1.5mm thick), Glossy/Non glare, 100 mm.
- 2 Metal (Aluminium) end caps for V400 extrusion, Clear Anodize.

400 x 2000 Free Standing V400 Tower complete with 2 x A4 Brochure Holder and 1 x A4 Display Holder all mounted on Tower and in accordance with Vista System Code DHA 150:

- 3 V400 (400mm/15.74") aluminium sign holder extrusions, Clear Anodize, 2000 mm.
- 3 Clear covers for V400 extrusion (1.5mm thick), Glossy/Non glare, 2000 mm.
- Metal (Aluminium) end cap for V400 triangle sign, Clear Anodize.
- Metal (Steel) base for triangle design V400 (~15.7"), Black Painted.

215 X 200 New Statutory Indicator Sign all in accordance with Vista system sign to include metal End Cap Code DHA 160:

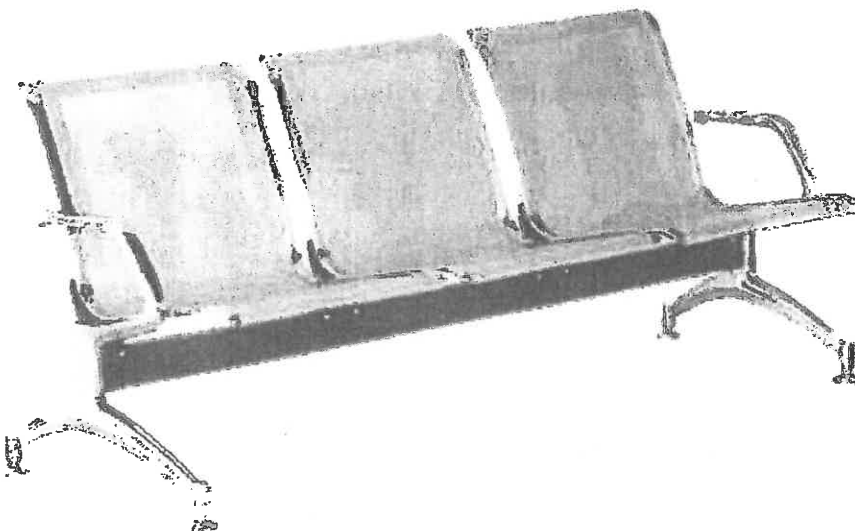
- VA4 (215mm/8.42") aluminium sign holder extrusion, Clear Anodize, 200 mm.
- Clear cover (Non glare on one side) for VA4 extrusion (1mm thick), Glossy/Non glare, 200 mm.
- 2 Metal (Aluminium) end caps for VA4 extrusion, Clear Anodize.

Blinds:

Perforated Silver aluminium venetian blind, size to be confirmed on site with 25 x 0,21mm thick slats including 25 x 25mm high matching aluminium powder coated top and bottom tracks with stainless steel separator pins, cordlock and roller pins, and blinds to be face fixed to plastered brickwork.

Terminal Seating

Modern designed airport seating benefiting you in your every day need in terminal seating, to be used at Airports, Hotel lobbies, Railway and Bus stations, Hospitals and other public buildings, which make the use of Seating worth your while.



- Main Option:

01030 SILVELINE 3 SEATER 1800mm (W) 680mm (D) 800mm (H)

- Material

The Silveline bench must be produced out of mild steel. The curved perforated shell with its waterfall seat makes air flow ventilation possible as well as easy blood flow throughout the human body.

It must be in a powder coated silver finish and side rails, armrests and legs are chrome plated for a scratch free, highly polished look.

The thickness of the nickel deposits is between 25-35 microns. The decorative chrome plating is deposited on to the nickel plating, the thickness of which will be 0.3 microns minimum.

The beam has a wall thickness of 1.6 and is black powder coated. The brackets on the beam are welded right through on all 4 sides which makes it stronger than the standard spot welding process on other products.

- Accessories / Variations
 - Adjustable feet come standard, making it easy to adjust the bench in areas with uneven floor surfaces
 - Floor fixing brackets are optional
- Warrantee

The Silveline bench must carry a 5 year warrantee against faulty workmanship and component defects. The use of chemicals other than the specified cleaning method stated by the supplier will eliminate the warrantee on this product.

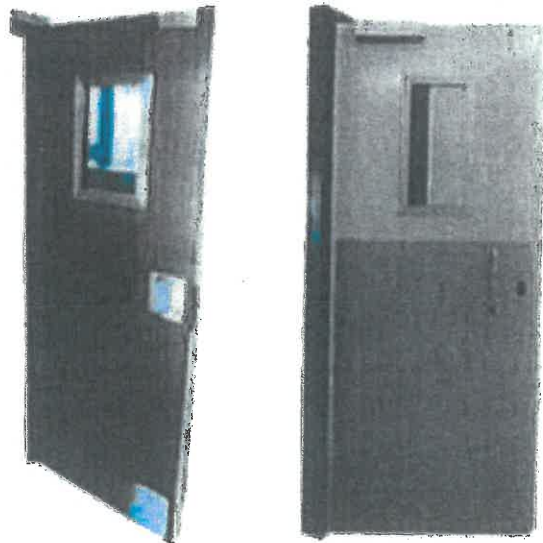
ANTI BANDIT DOORS

Level	Classification	Description
G1	Handguns up to and including 9mm Parabellum	No view panel. Internal application
G1	Handguns up to and including 9mm Parabellum	View panel - 28mm glass. Internal application
G2	Handguns up to and including .357 Magnum as well as 12 gauge shotgun firing buckshot	No view panel. Internal application
G2	Handguns up to and including .357 Magnum as well as 12 gauge shotgun firing buckshot	View panel - 38mm glass. Internal application
G3	AK 47 assault rifle up to and including 12 gauge shotgun firing Brenneke slugs.	No view panel. Internal application
G3	AK 47 assault rifle up to and including 12 gauge shotgun firing Brenneke slugs.	View panel - 53mm glass. Internal application.

Purpose made bullet resistant doors, manufactured with 100mm x 50mm x 2mm mild steel frame, supplied with a 5 pin CISA dead lock, continuous roton type hinge, aluminum slam bar and D-style pull handles

Optional Extras

- ▶ External Doors
- ▶ Non Standard doors
- ▶ Stainless steel / aluminum kick/push plates (4 per door)
- ▶ Door closure - light duty TS72
- ▶ Door closure - heavy duty TS91
- ▶ Magnetic lock - light duty (200kg)
- ▶ Magnetic lock - heavy duty (500kg)
- ▶ 6 Amp power supply
- ▶ Key switch and surface mounted casing
- ▶ Push buttons
- ▶ Interlock system
- ▶ Adams-rite electronic lock & stricker
- ▶ Frame - 2095mm H x 930mm W
- ▶ Wall Opening - 2105mm H x 940mm W



Special door sizes and configurations are available on request.

PAY WINDOWS

- ▶ Choice of locking and entry systems
- ▶ Ballistic Protection
- ▶ Easy installation
- ▶ Provides extra protection against physical attack
- ▶ Designed for locating at staff entrances
- ▶ Constructed to ward off determined raiders / intruders

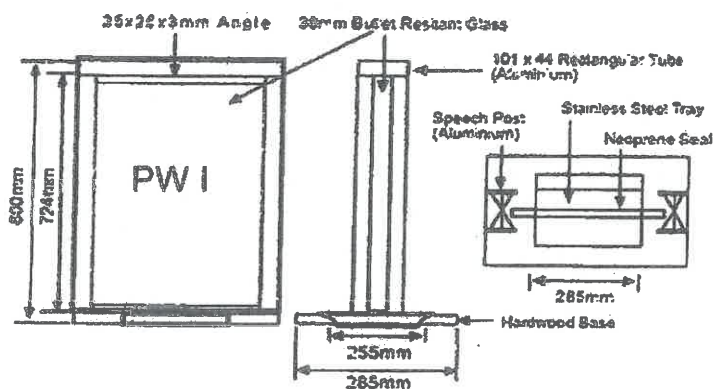


Window Type 1 Shallow Trays - PWI Classification

Level	Classification	Description
G1	Handguns up to and including 9mm Parabellum	Purpose made bullet resistant pay window glazed in 28mm glass
G2	Handguns up to and including .357 Magnum as well as 12 gauge shotgun firing buckshot	Purpose made bullet resistant pay window glazed in 38mm glass
G3	AK 47 assault rifle up to and including 12 gauge shotgun firing Brenneke slugs	Purpose made bullet resistant pay window glazed in 53mm glass

All windows supplied with natural anodized aluminum frame and 32mm post formed oak counter top fitted with a 19mm deep stainless steel dish tray.

Type 1



Optional Extras

- ▶ Non-Standard Windows
- ▶ Special counter finishes
- ▶ Exterior stainless steel counter finish- standard window
- ▶ Grey tinted glass
- ▶ S10 silver tinted reflective glass (one way)

Window size

- ▶ 800mm H x 600mm W

Wall opening

- ▶ 810mm H x 610mm W



KRONE

ADC Telecommunications (Africa) (Pty) Limited
(Company Registration No. 1982/005762/07)

DEPARTMENT OF HOME AFFAIRS – NATIONAL OFFICE
REFURBISHMENTS
COMMUNICATION CABLING INSTALLATION
ADC KRONE DESIGN OVERVIEW

This document covers the supply, installation, commissioning and documentation of the structured communication cabling system for The Department of Home Affairs.

1. CONCEPT LAYOUT

All communication cabling from the telecommunications rooms/spaces to work areas will be installed within ceiling void with drops to telecommunications outlets via utility poles, conduits or approved equivalents. The structured cabling solution shall allow for consolidation points installed within ceiling void. To remain within the 90m horizontal cabling limit imposed by cabling standards the floor plate is required to be served by a minimum of one telecommunications room/space per facility. All telecommunications rooms will be linked by means of a multimode data backbone (fibre optic) and a telephone backbone (voice grade) back to the server room main distribution area where applicable. The fibre backbone allowed for is multimode and ensures throughput of 10 Gp/s.

2. WORK AREA UTP INSTALLATION

The work area UTP (Unshielded Twisted-Pair) data installation shall be a conventional structured cabling system conforming to Category 6 cabling standards (1Gigabit Ethernet) suitable for Class E computer installations/applications and shall comprise of ADC KRONE products only. The work area UTP installation shall allow for a separate telecommunications outlets for the data network & telephone to each work area. Consolidation points shall be installed within ceiling void and points presented on patch panels in data racks located within telecommunications rooms. Consolidation points allow for spare capacity to enable flexibility for future moves, additions and changes, in this case being 25% which is the industry standard based on average churn. This is a strong recommendation as it minimises future costs of additions to the environment. Consolidation points also add to the structured cabling system and makes managing the network effortless. Access switches shall also be located in data racks in the telecommunications rooms and linked to data centre via multimode fibre optic cabling (OM3).



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3. DATA CENTRE UTP INSTALLATION - OPTIONAL

The data centre UTP (Unshielded Twisted-Pair) installation shall conform to Category 6A cabling standards (10GIG) suitable for Class E/F computer installations/applications. Where distances exceed 90m within the data centre fibre optic cabling shall be used.

4. FIBRE OPTIC BACKBONE INSTALLATION

A conventional multimode fibre optic infrastructure (OM3) is provided linking all telecommunications rooms/distribution racks to the server room network area. All backbone links shall be between the active components rack in each telecommunications room/space and the fibre cabinet in the network area of the server room.

5. TELEPHONE BACKBONE INSTALLATION - OPTIONAL

Each telecommunications room data rack shall each be linked to the Main Distribution Frame (MDF) within the server room by means of multicore voice grade backbone cable.

6. WLAN ACCESS POINTS - OPTIONAL

Provision is made for wireless access points in the ceiling void as required to support wireless LAN. The standard UTP cabling system provides the most cost effective way of providing service to the majority of users; however a wireless LAN is recommended as an overlay technology to support mobile users with mobile devices and to allow temporary additional workstations in any area without the need for cabling changes.

To enable wireless technology to be supported where required as an overlay to the structured cabling system, a network point and power point will be provided in the ceiling void. This will be confirmed by WLAN hardware supplier. Power points installed by others.



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7. GUARANTEE

The data and voice cabling shall be a certified ADC Krone installation carrying the supplier's 20-year system warranty. Where reference is made to the system supplier it shall refer to ADC Krone.

The data contractor shall review the design for conformance to system supplier requirements and include for any required modifications in the Tender bid. Any required modifications shall be fully documented in a covering letter to the Tender. The data contractor shall be responsible for all arrangements required in achieving certification of the installation. No claims for additional costs to achieve system supplier certification will be considered after tender submission.

A written undertaking from the system supplier to certify the system as described in the tender and tender drawings, if installed to system supplier standards, shall accompany the tender. Proof of Certification of the Tenderer as a registered installer for the system supplier shall be submitted with the Tender.

8. STANDARDS

The data and voice cabling shall conform to the current edition of the following Standards:

- ISO/IEC 11801 2008 Edition 2.1: Generic cabling for customers premises.

All components shall comply with ISO/IEC 11801. Where contradiction exists between this Standard and the system supplier standards this shall be referred to the client in writing.

IEC = International Electrotechnical Commission (Standard)

ISO = International Organisation for Standardization (Standard)



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9. TESTING AND DOCUMENTATION

Each cable between the data rack and consolidation point, and between data rack and final outlet (permanent link) shall be fully tested and documented in accordance with TIA 568 including TSB67 and system supplier requirements.

The tester shall be suitable for Cat 6/Cat 6A as applicable. System supplier confirmation shall be forwarded confirming test instrument approval.

Testing of UTP links shall comprise full Level 3 tests performed from both ends.

OTDR testing of all fibre optic links shall be undertaken. OTDR test plots shall be included in the As Installed documentation. In addition all multimode and singlemode optical fibre links shall be tested for; Propagation delay, Optical attenuation of link 2 x wavelengths – 2 x direction, Continuity and maintenance of polarity.

Test results shall be submitted both as hard copy and CD in original format.

All points must be tested by a standards approved minimum Level 3 cable tester. The following tests are required:

- Wire map
- Length
- Attenuation
- NEXT – NEAR END CROSSTALK LOSS
- PSNEXT – POWER SUM NEAR END CROSSTALK
- FEXT – FAR END CROSSTALK LOSS
- ELFEXT – EQUAL LEVEL FAR END CROSSTALK
- PSELFEXT – POWER SUM EQUAL LEVEL FAR END CROSSTALK
- ACR – ATTENUATION TO CROSSTALK RATIO
- PSACR – POWER SUM ATTENUATION TO CROSSTALK RATIO
- Insertion Loss
- Return Loss
- Delay
- Delay skew

Test standard to be EIA/TIA, ISO Category 6 Permanent Link.



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Other settings required on the test equipment:

- Nominal Velocity of Propagation (NVP) to be set at 69% on category 6 and 65% on category 6A
- Fault anomaly threshold to be set at 15%.

Full test results must be supplied on disk with the files saved to "Text" format. A hard copy summary print out is supplied with all documentation.

A computer generated floor plan must be provided including all telecommunications rooms/spaces and the data centre on completion of installation with the following detail:

- All walls, both internal and external.
- Office numbers (if applicable).
- Cable routes.
- Exact location of each point with the actual point number.
- Location of consolidation points with point numbers

The date and method of last calibration of Category 6 tester used for testing this installation must be supplied to the system supplier as well as the details of the company that performed the calibration.

The complete structured communication cabling installation shall be fully tested and documented in accordance with Telecommunications Industry Association (TIA) 568 and system supplier standards.

The numbering system shall be agreed with the client prior to implementation and shall be such that it is consistent throughout the building and that the location of any point may be derived from its associated number.

Three complete sets of manuals including As Built drawings and comprehensive test records shall be supplied.

Equipment schematics and cabling diagrams for the data and telecoms installations shall be permanently mounted in Perspex holders within each telecommunication room/space.



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The following forms must be completed in full, signed by the client and data contractor, and supplied to the system supplier on completion of the installation:

- Inspection Request.
- Design Check List
- Pre-Inspection Check List.
- As Built" Drawings
- Certification Test Results of the Installation.
- Warranty registration form

10. ADC KRONE DESIGN RECOMMENDATIONS

The following items are excluded from the ADC Krone bill of materials and must be considered as it has a direct impact on the cabling and network environment:

WIREWAYS

Communication cabling wireways within ceiling void shall be a minimum of 200mm wide located at least 152mm away from enclosed electrical trunking. Wireways within ceiling void shall be medium duty galvanised wire mesh basket or approved equivalent. There should be a minimum allowance of 1 x 25mm PVC conduit to each work area from the main communication cabling run, a second must be added if work areas require more than three outlets. All communication cabling wireways to be located within accessible locations/paths i.e. within ceiling void with removable ceiling tiles.

WORK AREA OUTLETS

There shall be a minimum of 2 x telecommunications outlets per work area to be flush mounted in powerskirting or recessed into wall/partition where applicable. Surface mounted outlets may be considered in areas where the available routing does not allow for recessed outlets and must be approved by the client.



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LIGHTING

Lighting shall be a minimum of 500 Lux. Open channel fluorescent fittings are recommended with a minimum length of 1200mm. The installation of ceilings is not recommended. Lighting fixture shall not be powered from the same electrical distribution panel as the telecommunications equipment within the telecommunications rooms. Emergency lights and signage shall be installed as per local regulations.

ACCESS FLOOR - OPTIONAL

Access flooring (raised floor) is recommended to be installed within telecommunications rooms and the server room/data centre. Modular floor panels shall be a minimum of 600mm x 600mm in dimension with a minimum depth of 300mm. A stringered access floor system shall be installed with brace pedestals for improved lateral support, provide additional support for panels and facilitate frequent removal and replacement of floor panels. To facilitate cable tray placement, it is recommended that they be installed before the floor stringers are attached to the pedestal. Power and data services shall be reticulated via cable trays within access floor.

Floor loading capacity in the telecommunications rooms shall be sufficient to bear both the distributed and concentrated load of the installed equipment with associated cabling and media. The minimum distributed floor loading capacity shall be 7.2kPa. The recommended floor loading capacity is 12kPa. Access flooring shall have anti-static properties. Access floor panels shall be constructed from high pressure laminate or vinyl or other approved equivalent. No carpets shall be installed on floor panels.

HVAC

The telecommunications rooms HVAC system should be supported by the standby generator. The HVAC shall be provided on a 24 hours-per-day, 365 day-per-year basis. Rooms to be properly ventilated/cooled to prevent equipment malfunction, a maximum temperature of 20 degrees Celsius is recommended.

All of the above-mentioned design considerations are standards based.

GENERAL NOTES & SPECIFICATIONS

1. THE DESIGNER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE CONSTRUCTION DOCUMENTS AND HAS FOUND THEM TO BE COMPLETE AND CONSISTENT WITH THE PROJECT AND WITH THE SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND ALL OTHER AGENCIES INVOLVED IN THE PROJECT.

NO.	DATE	DESCRIPTION
1		ISSUED FOR PERMITTING
2		ISSUED FOR CONSTRUCTION
3		ISSUED FOR AS-BUILT
4		ISSUED FOR FINAL REVIEW
5		ISSUED FOR ARCHIVE

REV DATE DESCRIPTION

1 01/15/2024 ISSUED FOR PERMITTING

2 02/01/2024 ISSUED FOR CONSTRUCTION

3 03/15/2024 ISSUED FOR AS-BUILT

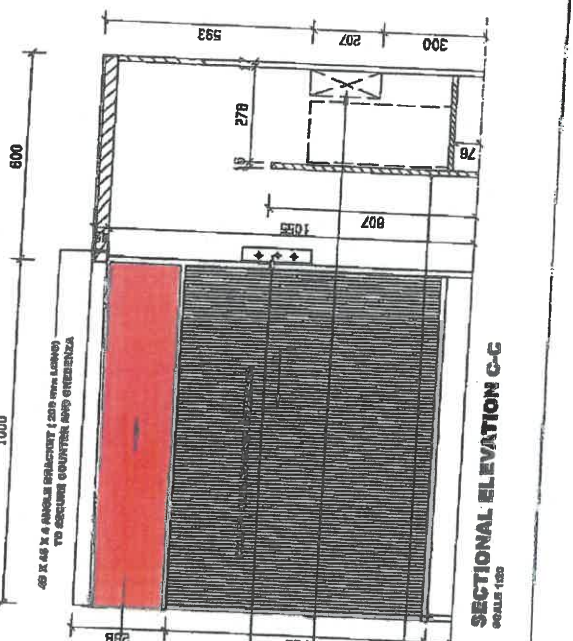
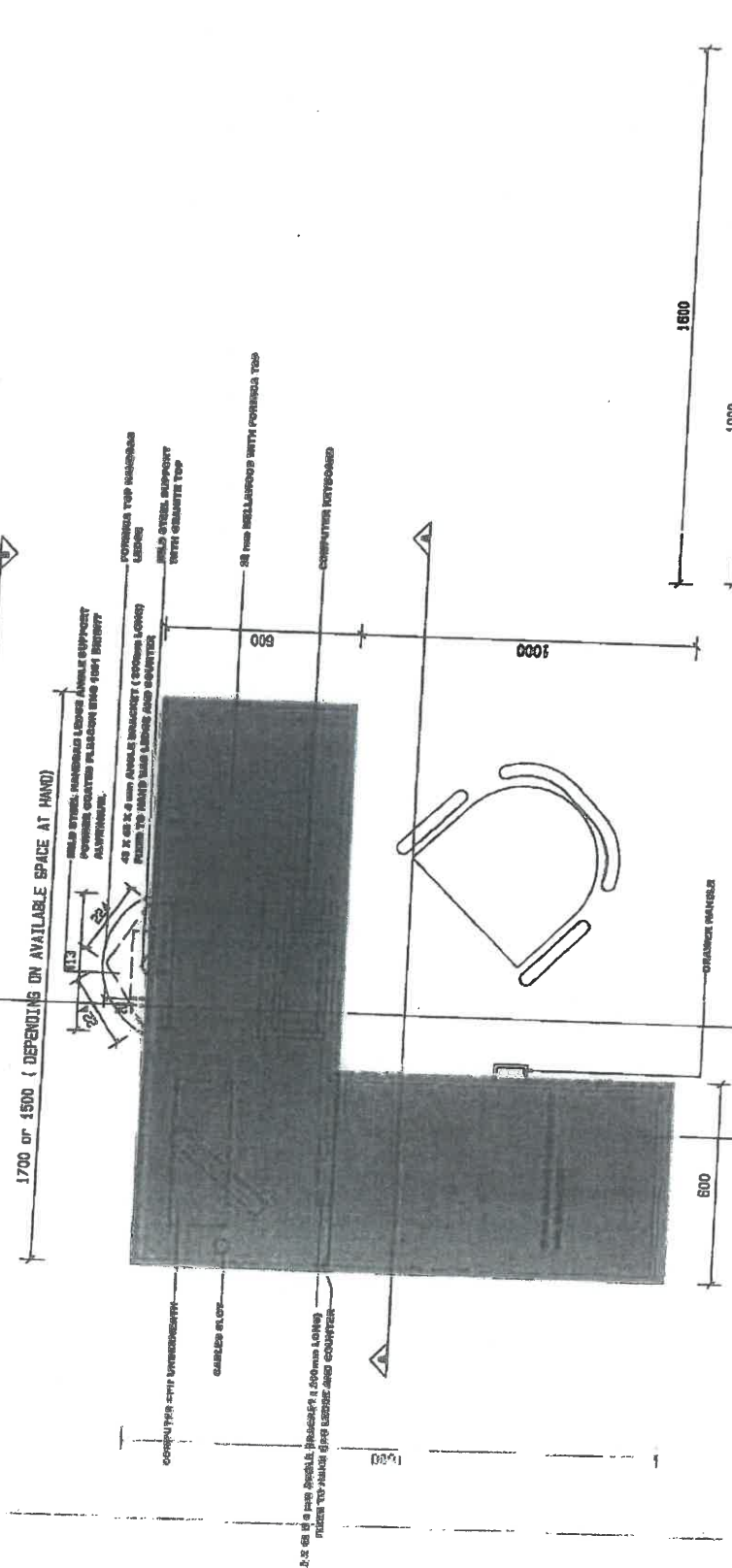
4 04/01/2024 ISSUED FOR FINAL REVIEW

5 05/01/2024 ISSUED FOR ARCHIVE

PROJECT: [REDACTED] RECEPTION AREA
 LOCATION: [REDACTED] OFFICE

SCALE: 1/8" = 1'-0"

DATE: 01/15/24
 DRAWN BY: [REDACTED]
 CHECKED BY: [REDACTED]
 PROJECT NO: 0104 0104



SPECIAL NOTES & SPECIFICATIONS

SEE OTHER DRAWINGS FOR MATERIAL SPECIFICATIONS
 ALL DIMENSIONS SHALL BE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED
 DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE SPECIFIED
 ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE SPECIFIED

NO.	DESCRIPTION
1	FORMICA MOSS GRANITE TOP
2	MILD STEEL HAND BAG LEDGE
3	45 X 45 X 4 ANGLE BRACKET
4	MILD STEEL ANGLE SUPPORT
5	COATED PLASCON BNG 1051 BRIGHT ALUMINIUM
6	10 X 3mm NATURAL ANODISED ALUM. STRIP
7	MFB MELLAWOOD WITH SUPAWOOD SUBSTRATE, CHERRY ROYALE FINISH
8	76 X 1.9mm NATURAL ANODISED ALUMINIUM SKIRTING



ALDO ARDO
 ALUMINIUM
 MATERIALS

SCALE: 1:10
 DATE: 01/10/2010
 DRAWN: DINA BLO
 CHECKED: [blank]

COUNTER TOP WITH FORMICA MOSS GRANITE

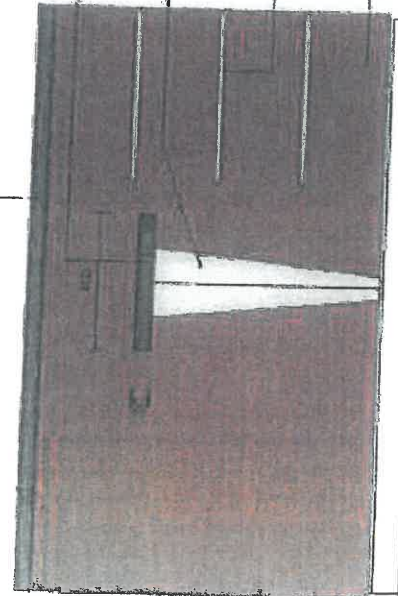
FORMICA MOSS GRANITE TOP

MILD STEEL HAND BAG LEDGE ANGLE SUPPORT POWDER COATED PLASCON BNG 1051 BRIGHT ALUMINIUM.

10 x 3mm NATURAL ANODISED ALUM. STRIP GLUED IN, 3mm EDGE EXPOSED AND PROJECTING 4mm (CORNERS TO BE ROUNDED).

MFB MELLAWOOD WITH SUPAWOOD SUBSTRATE, CHERRY ROYALE FINISH

76 X 1.9mm NATURAL ANODISED ALUMINIUM SKIRTING

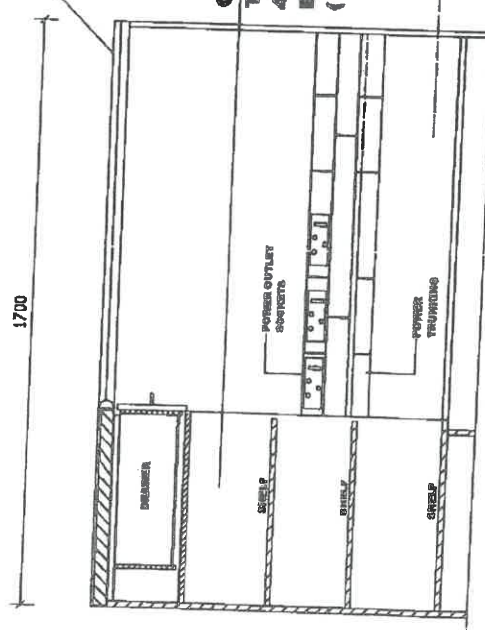


ELEVATION B-B
 SCALE 1:10

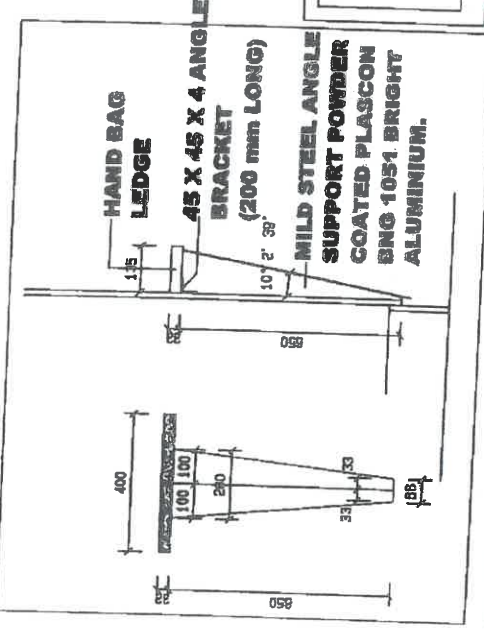
COUNTER TOP WITH FORMICA MOSS GRANITE

CREDENZA UNIT FIXED TO DESK WITH 45 X 45 X 4mm ANGLE BRACKET (200mm LONG)

MFB MELLAWOOD WITH SUPAWOOD SUBSTRATE, CHERRY ROYALE FINISH



SECTIONAL ELEVATION A-A
 SCALE 1:10



HAND BAG LEDGE

45 X 45 X 4 ANGLE BRACKET (200 mm LONG)

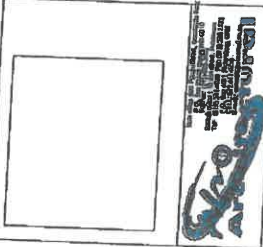
MILD STEEL ANGLE SUPPORT POWDER COATED PLASCON BNG 1051 BRIGHT ALUMINIUM.

GENERAL NOTES & SPECIFICATIONS

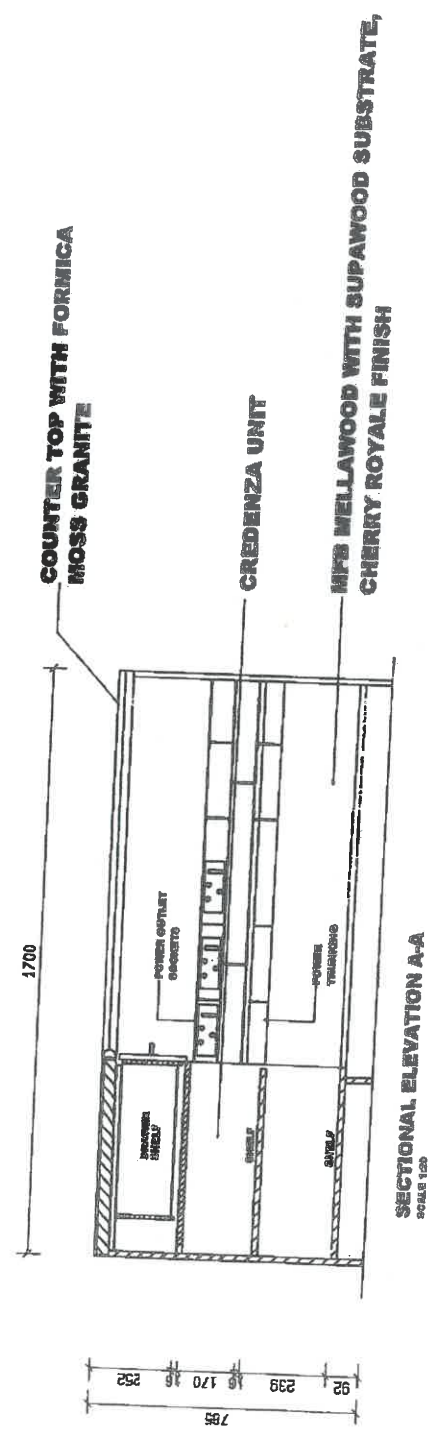
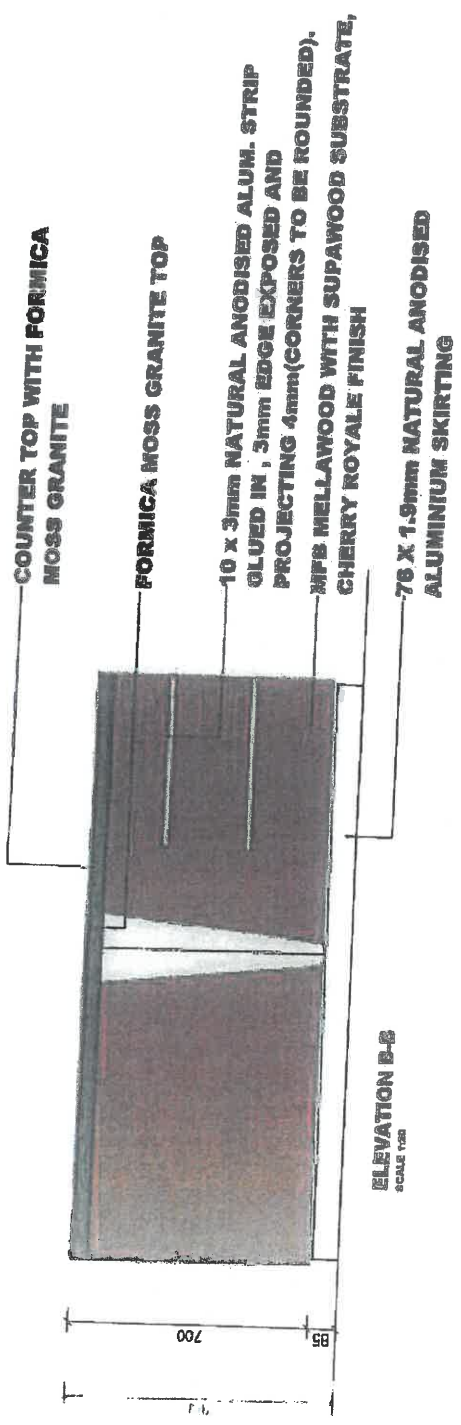
SEE OTHER DRAWINGS FOR ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
 ALL DIMENSIONS SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
 ALL DIMENSIONS SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

SYMBOL	DESCRIPTION
○	10mm RADIUS
○	15mm RADIUS
○	20mm RADIUS
○	25mm RADIUS
○	30mm RADIUS
○	35mm RADIUS
○	40mm RADIUS
○	45mm RADIUS
○	50mm RADIUS
○	55mm RADIUS
○	60mm RADIUS
○	65mm RADIUS
○	70mm RADIUS
○	75mm RADIUS
○	80mm RADIUS
○	85mm RADIUS
○	90mm RADIUS
○	95mm RADIUS
○	100mm RADIUS

REV	DATE	DESCRIPTION



PROJECT:	
DATE:	
SCALE:	
DRAWN BY:	
CHECKED BY:	
DATE:	

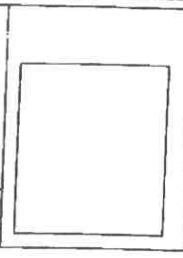


GENERAL NOTES & SPECIFICATIONS

SEE OTHER DRAWINGS FOR MATERIAL SPECIFICATIONS
 ALL WORK TO BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS
 AND CONDITIONS OF CONTRACT AND THE DRAWINGS
 CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY
 PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES
 ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE TO FACE UNLESS
 OTHERWISE INDICATED.

SYMBOL	DESCRIPTION
1/4"	1/4" THICK GLASS
1/2"	1/2" THICK GLASS
3/4"	3/4" THICK GLASS
1"	1" THICK GLASS
1 1/2"	1 1/2" THICK GLASS
2"	2" THICK GLASS
3"	3" THICK GLASS
4"	4" THICK GLASS
5"	5" THICK GLASS
6"	6" THICK GLASS
8"	8" THICK GLASS
10"	10" THICK GLASS

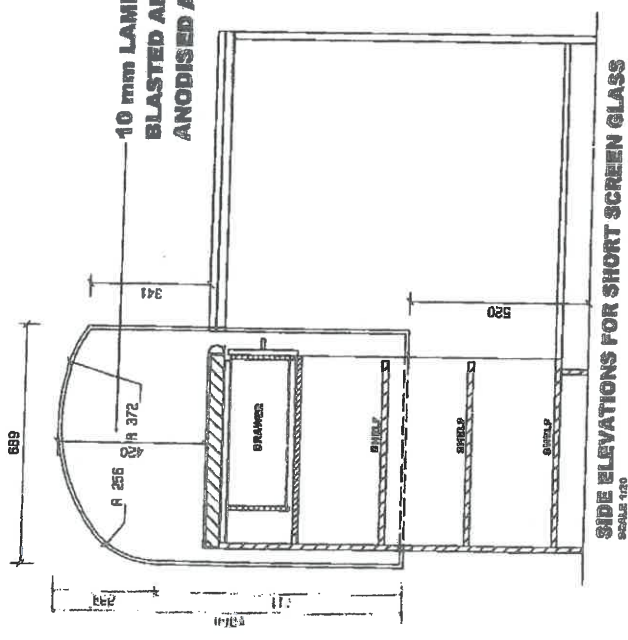
REV	DATE	DESCRIPTION



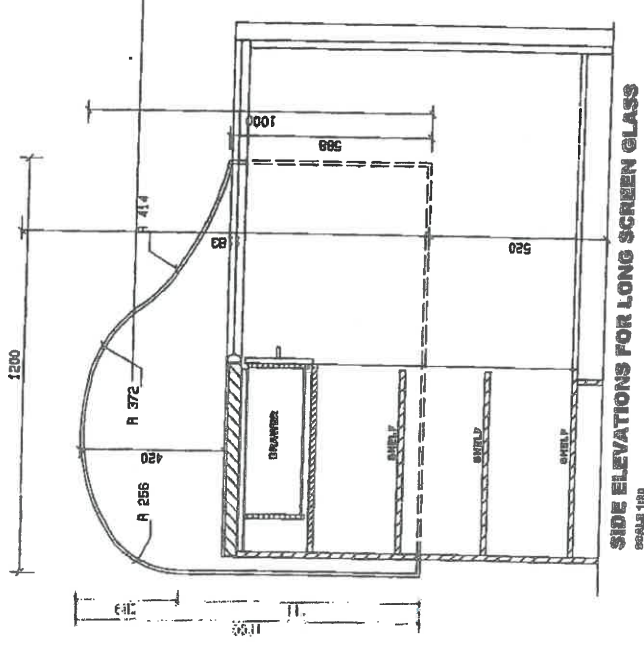
PRIORITY SCREEN DETAILS

DATE: 12/28/11
 DRAWN BY: DHA_039

**10 mm LIMITED SAFETY GLASS TO BE SAND
 BLASTED AND TO RECEIVE 10mm NATURAL
 ANODISED ALUMINIUM STIPS ON ALL EDGES**



**10 mm LIMITED SAFETY GLASS TO BE SAND
 BLASTED AND TO RECEIVE 10mm NATURAL
 ANODISED ALUMINIUM STIPS ON ALL EDGES**



GENERAL NOTES & SPECIFICATIONS

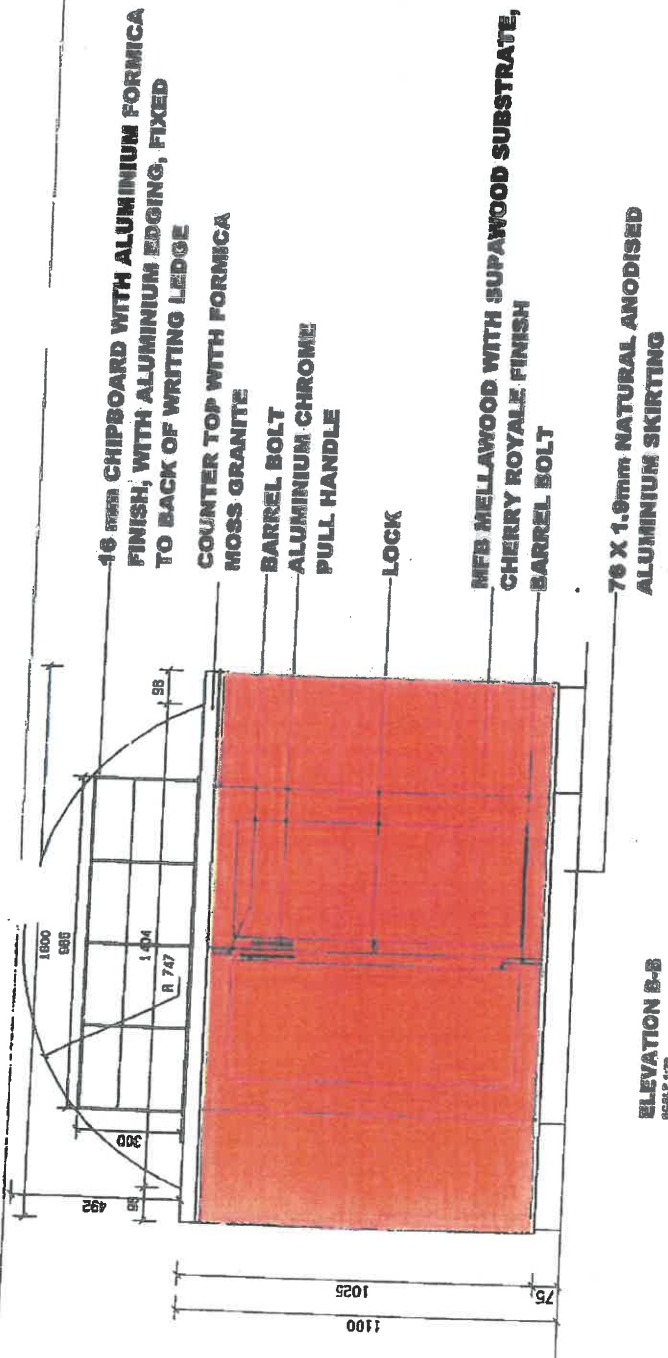
SEE OTHER DRAWINGS FOR THIS PROJECT'S SPECIFICATIONS
 ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN MILLIMETERS
 FINISHES AND MATERIALS TO BE DETERMINED BY THE CONTRACTOR
 CONSULT ARCHITECT FOR ANY SPECIFICATIONS
 ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF OTTAWA
 AND THE NATIONAL BUILDING CODE

SYMBOL	DESCRIPTION
1	STANDARD WALL
2	STANDARD WALL WITH FINISH
3	STANDARD WALL WITH FINISH AND TRIM
4	STANDARD WALL WITH FINISH AND TRIM AND DOOR
5	STANDARD WALL WITH FINISH AND TRIM AND DOOR AND WINDOW
6	STANDARD WALL WITH FINISH AND TRIM AND DOOR AND WINDOW AND LIGHT
7	STANDARD WALL WITH FINISH AND TRIM AND DOOR AND WINDOW AND LIGHT AND SILL
8	STANDARD WALL WITH FINISH AND TRIM AND DOOR AND WINDOW AND LIGHT AND SILL AND CASE
9	STANDARD WALL WITH FINISH AND TRIM AND DOOR AND WINDOW AND LIGHT AND SILL AND CASE AND LINEN
10	STANDARD WALL WITH FINISH AND TRIM AND DOOR AND WINDOW AND LIGHT AND SILL AND CASE AND LINEN AND MANTEL
11	STANDARD WALL WITH FINISH AND TRIM AND DOOR AND WINDOW AND LIGHT AND SILL AND CASE AND LINEN AND MANTEL AND CHIMNEY
12	STANDARD WALL WITH FINISH AND TRIM AND DOOR AND WINDOW AND LIGHT AND SILL AND CASE AND LINEN AND MANTEL AND CHIMNEY AND BAY
13	STANDARD WALL WITH FINISH AND TRIM AND DOOR AND WINDOW AND LIGHT AND SILL AND CASE AND LINEN AND MANTEL AND CHIMNEY AND BAY AND PORCH
14	STANDARD WALL WITH FINISH AND TRIM AND DOOR AND WINDOW AND LIGHT AND SILL AND CASE AND LINEN AND MANTEL AND CHIMNEY AND BAY AND PORCH AND TERRACE
15	STANDARD WALL WITH FINISH AND TRIM AND DOOR AND WINDOW AND LIGHT AND SILL AND CASE AND LINEN AND MANTEL AND CHIMNEY AND BAY AND PORCH AND TERRACE AND BALCONY

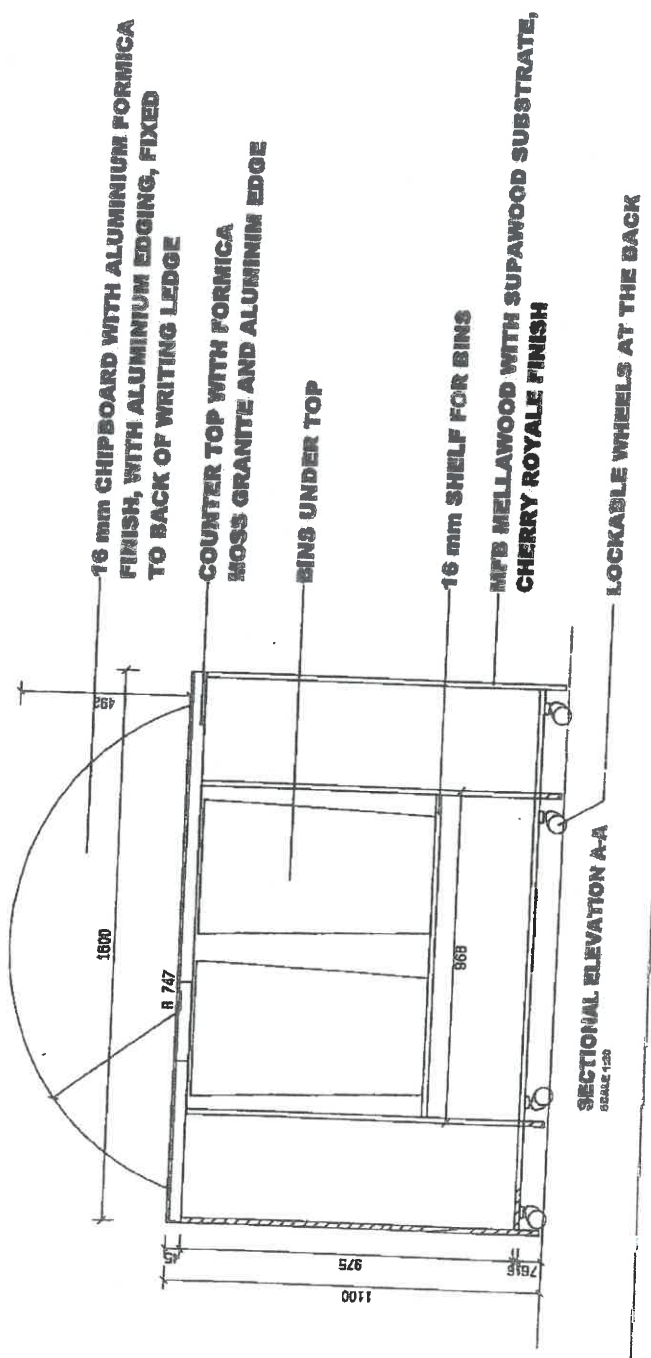
REV	DATE	DESCRIPTION



PROJECT:	STATIONARY FLOOR CABINET RECEPTION AREA
DATE:	
SCALE:	
DESIGNER:	DNA DC1



ELEVATION B-B
SCALE 1:20



SECTIONAL ELEVATION A-A
SCALE 1:20

1800

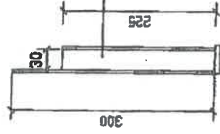
COUNTER TOP WITH FORMICA
MOSS GRANITE

4 X A4 PERSPEX HOLDER FOR
FORMS FIXED TO TOP
OPENING FOR WASTE PAPER TO BIN UNDER

PLAN
SCALE 1:20

MFB MELLOWOOD WITH SUPAWOOD SUBSTRATE,
CHERRY ROYALE FINISH STRUCTURE

4 mm PERSPEX FORMING A4
CASING TO HOUSE FORMS



SECTION THROUGH PERSPEX A4

16 mm CHIPBOARD WITH ALUMINIUM FORMICA
FINISH TO FRONT TO BOARD, WITH ALUMINIUM EDGING,
FIXED TO BACK OF WRITING LEDGE WITH SELF TAPPING
SCREWS OR SIMILARLY APPROVED

LOCKABLE WHEELS

BACK VIEW
SCALE 1:20

GENERAL NOTES & SPECIFICATIONS

ALL WORK TO BE DONE IN ACCORDANCE WITH THE
REQUIREMENTS OF THE CONTRACT AND THE
REQUIREMENTS OF THE SPECIFICATIONS.
ALL WORK TO BE DONE IN ACCORDANCE WITH THE
REQUIREMENTS OF THE CONTRACT AND THE
REQUIREMENTS OF THE SPECIFICATIONS.

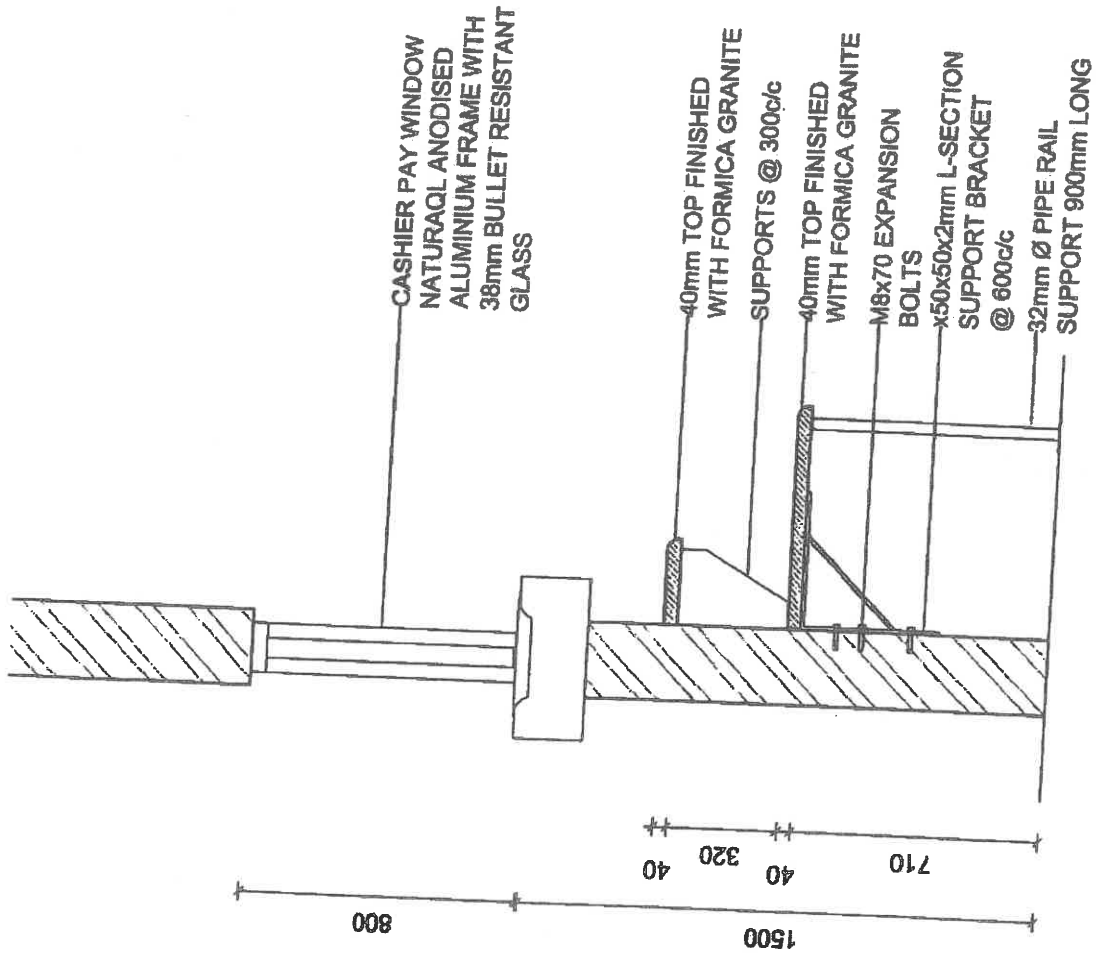
NO.	DESCRIPTION
1	FORMICA SHEET
2	ALUMINIUM EDGING
3	CHIPBOARD
4	PERSPEX SHEET
5	ALUMINIUM EDGING
6	FORMICA SHEET
7	ALUMINIUM EDGING
8	CHIPBOARD
9	PERSPEX SHEET
10	ALUMINIUM EDGING
11	FORMICA SHEET
12	ALUMINIUM EDGING
13	CHIPBOARD
14	PERSPEX SHEET
15	ALUMINIUM EDGING
16	FORMICA SHEET
17	ALUMINIUM EDGING
18	CHIPBOARD
19	PERSPEX SHEET
20	ALUMINIUM EDGING

REV	DATE	DESCRIPTION



PROJECT NO. 1000
DRAWING NO. 1000
DATE 10/10/2020

REV. 1
DATE 10/10/2020
DRA. DETA.



CASHIER PAY WINDOW
 NATURAQL ANODISED
 ALUMINIUM FRAME WITH
 38mm BULLET RESISTANT
 GLASS

40mm TOP FINISHED
 WITH FORMICA GRANITE
 SUPPORTS @ 300c/c

40mm TOP FINISHED
 WITH FORMICA GRANITE

M8x70 EXPANSION
 BOLTS

x50x50x2mm L-SECTION
 SUPPORT BRACKET
 @ 600c/c

32mm Ø PIPE RAIL
 SUPPORT 900mm LONG

DEPARTMENT OF
HOME AFFAIRS

HEAD OFFICE
 Corner Meggs &
 Petroleum Street
 Walfredo
 Pretoria

Postal Address:
 Dept. of Home Affairs
 Private Bag X114
 Pretoria
 0001

Tel: (012) 810 8323

consultant

ETIQA
 ENGINEERING CONSULTANTS

PRETORIA
 Telephone (012) 345 3393

DEPARTMENT
 HOME AFFAIRS

drawing title

**DETAIL:
 CASHIER
 COUNTER**

rel.no	designed
scale 1:20	drawn NK
date 27/10/2010	checked
type number	
drawing number	REV No 2

DETAIL: CASHIER COUNTER
SCALE 1:20

PHYSICAL SECURITY STANDARD REQUIREMENT1

Standard specifications

The following standard specifications are applicable:

1 PERIMETER FENCE (WHERE APPLICABLE)

- 2.4 meter high palisade type fence, 50mm x 50mm bars, 100mm apart.
- Electric fence (2.7 m), on inside of palisade type fence, linked to detection alarm system.
- NB the measurement of the construction of the fence should start from outside not inside.

2 SECURE OFFICES AND BOARD ROOMS

Where a specific type of DHA premises has offices where sensitive / face value documents are handled and / or board rooms where sensitive matters are discussed, such rooms have to be secured as follows:

WALLS

- Double brick wall (100mm) or 'dry-wall' partitioning (strengthened with expanded metal/high security wire mesh)
- 12,7 Rhino board (both sections- internal and external).
- A steel mesh frame (VALMATEX 6320 H) fixed to the roof and floor and fitted between the section of the Rhino Board. In case of dry-wall partitioning, the following specifications must be adhered with regard the construction thereof :
- Sound dampening material (e.g. 75 mm fibre glass matting), to be fitted in the cavity between the sections of the Rhino board.

DOORS

- Solid hardwood doors on the inside (50 mm thick and plain on both sides- routed patterns will weaken the structure of the door).
- Hinges (heavy duty type steel hinges) must be fitted on the inside of the door.
- The hinges and frame must be suitable to carry the weight of the door and the frame must be correctly tied to the surrounding wall.

LOCKS

- Locks should be at least four tumbler types of locks.
- Keys are to be handled in accordance with the Key Control Procedure.

OFFICE SAFES

- A SABS 751:1997 category 1 office must be supplied, if the documents with a classification of secret or higher are handled by the occupant of the office.

3 SERVER ROOMS

Multiple servers for LAN's large networks

Requirements

- Solid bricks walls (110 mm internal)
- No windows.
- Solid hardwood doors (with a 2 hour rating).

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- Steel (at least 3mm) hinges must be fitted on the inside of the door.
- The hinges and frame must be suitable to carry the weight of the door and the frame must be correctly tied to the surrounding wall.
- Down Blowers/Chillers
- WireFrames (For Electrical)
- WireBasket (Network Cables)
- Raised floor (all cabling must be run under the floor).
- Anti – static tiles must be used as the floor covering.
- Conduits (25mm steel) leading to and from the Computer Room must be sealed with the fire retardant material.
- Environmental Monitoring System.

4 ACCESS CONTROL

- Access doors must be fitted with the following:
 - Magnetic locks, Biometrics
 - Automatic door closer (opening section)
- Biometric readers must be linked to an on-line access control system and access must be restricted to Regional IT personal and DHA Security only.

5 FIRE PROTECTION

- The following equipment must be installed :
- Smoke detectors (ionising) must be installed against the ceiling and underneath the raised floor (specific designed detectors for use in floor voids).
- 4,5 kg Carbon Dioxide Fire extinguishers per 10m² of floor space (mounted outside the entrance door to the room)

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PHYSICAL SECURITY MINIMUM STANDARDS (Compiled by Dir: Security Services)

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- Automated gas extinguishers system. The suppressant of choice is currently FM 200 (to be phased out over the next 10-15 years of the Montreal Protocol and to be replaced with a high pressure water mist system).
- At larger installations, the gas must be supplied in a battery of cylinders. This must be linked to strategically placed floor and ceiling mounted nozzles. Wall mounted cylinders can be used at smaller installations ;
- A switch unit for automatic or manual setting of the system must be installed outside rooms in this manner ;
- An oxygen cylinder, complete with a mask, must be installed outside the entrance door if an automated system is installed. Staff members must be trained to operate the system safely and effectively.

6 SWITCH/HUB ROOM

- Anti-Static Floors
- Split Unit Air-Con (Min 2000BTU)
- WireFrames (For Electrical)
- WireBasket (Network Cables)
- Biometric Access
- Environmental Monitoring System

Type of requirement	High-level description	Detailed description	Types of Offices			Remarks
			Large Offices	Medium Offices	Small Offices	
General	Perimeter fence (Where applicable)	<ul style="list-style-type: none"> • Palisade fencing (50 x 50 mm bars) must be erected where possible around the building with an approximate height of 2.4m • Palisade fencing to be strengthened (where possible) with a non-lethal electric fence on the inside of the premises to height of 2.7m • Fencing of premises has to be strengthened by linking electric fencing to premises alarms system 	XIP	X	X	Constitutes a building requirement

Type of requirement	High-level description	Detailed description	Types of Offices			Remarks
			Large Offices	Medium Offices	Small Offices	
General	Burglar proofing on all windows and doors	<ul style="list-style-type: none"> All windows reachable from the ground level to fitted with a good quality burglar proofing with the following specifications: The proposed bars must be secured in the brick and mortar walling of the building 	X	X	X	Constitutes a building requirement
General	Camera surveillance system	The solution presented should be a full IP system with a minimum of 45 days recording space.	X	X	X	DHA in-house
General	Alarm system with control panel, motion detection, panic buttons, link to armed response company and SMS service, PA system	The intruder detection system shall be installed for this contract in accordance with the requirements of Department of Home Affairs and in accordance with SABS 0192, SABS 0193 as well as all recommendations and requirements of SAIDSA. The Public address system to cover the whole building and be linked to the security control room.	X	X	X	Outsourced where there is a budget, otherwise DHA in-house
General	Lighting – Area lighting	<ul style="list-style-type: none"> Area lights shall be installed to enhance natural surveillance of premises at night. Area lighting shall be installed in accordance with the requirements of Department of Home Affairs and in accordance with SABS specifications 	X	X	X	Constitutes a building requirement
General	Lock-up parking	For government vehicles. As far as possible not within the security perimeter of the premises, otherwise at least to 50 metres from buildings to control risk of smuggling documents to cars and taking such out of DHA premises	X	X	X	Constitutes a building requirement
NB the measurement of the fence should start from outside not inside.						
Accessibility	Access Control	The Access Control System for all Department of Home Affairs should Biometric access to all identified access points. See sensitive areas for zoning. Should be outfitted with anti-pass back features enforcing staff members to swipe the pass when entering and leaving a room. There should also be a back-up maintenance plan such that the Access Control System is in operation at all times. System to be equipped with a UPS (Uninterrupted power supply) to energise the system for at least 4 hours.	X	X	X	Constitutes a building requirement
Accessibility	Metal detector at entrance for clients	Bi-directional operation. Mass of metal indicator (optional) Detects ferrous and non-ferrous metals	X	X	X	Constitutes a building requirement

Type of requirement	High-level description	Detailed description	Types of Offices			Remarks
			X	Optional	X	
Accessibility	X-ray machine at entrance for clients	Able to recall previous visible image areas, zoom overview Must meet all applicable laws and regulations with respect to X-ray emitting devices	X	X	X	Constitutes a building requirement
Accessibility	Cubicles (entrance & exit)	Cubicles shall be installed for pedestrian control	X	Optional	Optional	Constitutes a building requirement (Optional)
Accessibility	Turnstiles (entrance & exit)	Where more feasible turnstiles shall be installed for pedestrian control	X	Optional	Optional	Constitutes a building requirement (Optional)
Accessibility	Search cubicles	To be installed at all DHA offices, manned by Security Officials to perform searches on staff in private. Has to meet all relevant legislative requirements (women searching women, etc)	X	Optional	Optional	Constitutes a building requirement
Interior security	Controlled access to restricted areas	Access can be granted on the DHA access control system, all doors to be restricted areas have a biometric reader with anti-pass back software installed. See sensitive areas for zoning	X	X	X	Constitutes a building requirement
Interior security	Fire detectors	Shell comply with SABS specifications	X	X	X	Constitutes a building requirement
Interior security	Fire suppression system	Shell comply with SABS specifications	X	X	X	Constitutes a building requirement
Interior security	Cashier separated area	Enclosed with brick walls, solid wood doors with high cylinder lock, ceilings secured with wired mesh/slab, bullet proof glass windows to Bank specifications (encased within 5mm steel frame and protected with external steel mesh), Panic button @ desk	X	X	X	Constitutes a building requirement
Interior security	Strong Room	Double brick walls, concrete slab ceiling, steel strong room door, no windows, presence of electricity points. Access Controlled	X	X	X	Constitutes a building requirement
Interior security	Extra archive space	Enclosed with brick walls / reinforced dry-walling, solid wood doors with access control, ceilings secured with wired mesh/slab, no windows,	X	X	X	Constitutes a building requirement
Interior security	Archive space for ready documents behind Information counter	Enclosed with brick walls / reinforced dry-walling, solid wood doors clad with 2mm slab with access control, ceilings secured with wired mesh/slab, no windows,	X	X	X	Constitutes a building requirement
Interior security	Security surveillance control room	Enclosed with brick walls / reinforced dry-walling, solid wood doors with high cylinder locks, ceilings secured with wired mesh/slab, Facility has to be installed to back-up surveillance data	X	X	X	Constitutes a building requirement

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Type of requirement	Type of requirement	High-level description	Detailed description	Types of Offices			Remarks
				Large Offices	Medium Offices	Small Offices	
Interior security	UPS room		Enclosed with brick walls / reinforced dry-walling, solid wood doors with high cylinder locks, ceilings secured with wired mesh/slab, no windows, anti-static floors	X	X	X	Constitutes a building requirement (Optional)
EQUIPMENT							
	Cashier Room		Access Control (Biometric) and CCTV	X	X	X	Office manager, Cashier Supervisor and Cashier to be granted access.
	Counters		CCTV (One Camera to cover two counters)	X	X	X	
	Server/hub room		Access control (Biometric) and CCTV	X	X	X	
	Control Room		Access Control (Biometric) and CCTV	X	X	X	Regional IT personal and DHA Security
	Registry/ Strong room		Access Control (Biometric) and CCTV	X	X	X	DHA Security
	Main Entrance for employees (T/A)		Access Control (Biometric)	X	X	X	Office Manager and Supervisor
	All entrances to the building		CCTV	X	X	X	All office staff members
	Fire escape exits		Access Control (Maglock, break glass and siren) and CCTV	X	X	X	

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 PHYSICAL SECURITY MINIMUM STANDARDS (Compiled by Dir: Security Services)

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	Due to the different office layouts please involve security with finalising the security system specification and design.					
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PHYSICAL SECURITY MINIMUM STANDARDS (Compiled by Dir: Security Services)

PA-09 (LS): LIST OF RETURNABLE DOCUMENTS

Property description:	QUEENSTOWNM:ALTERNATIVE ACCOMMODATION FOR DEPARTMENT OF HOME AFFAIRS		
Property Manager:	Mr. E.Wicks	Bid / Quote no:	LSPE 02/2021
Receipt Number:			

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	Number of Pages:	Returnable document:
PA-04 (LS): NOTICE AND INVITATION TO BID (Inclusive of Client Needs Assessment ,inclusive of Corporate Finihers / refurbishment document Annexure A and Annexure B)	58 Pages	<input type="checkbox"/>
TCC001: APPLICATION FOR TAX CLEARANCE CERTIFICATE	2 Pages	<input type="checkbox"/>
PA-09 (LS): LIST OF RETURNABLE DOCUMENTS	2 Pages	<input type="checkbox"/>
PA-10 (LS): IMPORTANT CONDITIONS OF BID	1 Pages	<input type="checkbox"/>
PA-11: DECLARATION OF INTEREST	4 Pages	<input type="checkbox"/>
PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS	1 Pages	<input type="checkbox"/>
PA-15.1: RESOLUTION OF BOARD OF DIRECTORS	2 Pages	<input type="checkbox"/>
PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES	2 Pages	<input type="checkbox"/>
PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES	3 Pages	<input type="checkbox"/>
PA-16: PREFERENCE CERTIFICATE	5 Pages	<input type="checkbox"/>
DPW-06 (LS): AGREEMENT (DRAFT)	25 Pages	<input type="checkbox"/>
DPW-08.1(LS): BID OFFER - OFFICE ACCOMMODATION AND ANNEXURE LS PRICE CONFIRMATION OF SUMMARY OF BID PRICE	4 Pages	<input type="checkbox"/>
DPW-11.1 (LS): SPECIFICATION ON MINIMUM REQUIREMENTS	3 Pages	<input type="checkbox"/>
DPW-12(LS): OCCUPATIONAL HEALTH AND SAFETY ACT CERTIFICATE	1 Pages	<input type="checkbox"/>
DPW-16 (EC): SITE INSPECTION CERTIFICATE	0 Pages	<input type="checkbox"/>
PA-29: CERTIFICATION OF INDEPENDENT BID DETERMINATION	4 Pages	<input type="checkbox"/>
PA-40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUMENT	2 Pages	<input type="checkbox"/>
NATIONAL TREASURY RSA: GOVERNMENT PROCUMENT: GENERAL CONDITIONS OF CONTRACT	15 Pages	<input type="checkbox"/>
CENTRAL SUPPLIER DATABASE TO BE ATTACHED OR NUMBER TO BE PROVIDED ANYWHERE IN THE BID DOCUMENT	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>



		Pages	<input type="checkbox"/>
Name of Bidder	Signature	Date	



Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders Good standing

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

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)		
Trading name (if applicable)		
ID/Passport no	Company/Close Corp. registered no	
Income Tax ref no	PAYE ref no	7
VAT registration no	SDL ref no	L
Customs code	UIF ref no	U
Telephone no	Fax no	
E-mail address		
Physical address		
Postal address		

Particulars of representative (Public Officer/Trustee/Partner)

Surname		
First names		
ID/Passport no	Income Tax ref no	
Telephone no	Fax no	
E-mail address		
Physical address		

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

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

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

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

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

- -

Signature of representative/agent Date

Name of representative/agent

Declaration

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

- -

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.



PA-10 (LS): IMPORTANT CONDITIONS OF BID

Bid no:	LSPE 02/2021	Closing date:	01 June 2021
Advertising date:	07 May 2021	Validity period:	56 days

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

BIDDER'S SIGNATURE:

Name of Bidder	Signature	Capacity	Date

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

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

Project title:	QUEENSTOWN: ALTERNATIVE ACCOMMODATION FOR DEPARTMENT OF HOME AFFAIRS.		
Bid no:	LSPE 02/2021	Reference no:	

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

1. CIDB REGISTRATION NUMBER (if applicable)

2. Any legal person, including persons employed by the State¹; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity number:.....
- 3.3 Position occupied in the Company (director, trustees, shareholder² ect
- 3.4 Company Registration Number:
- 3.5 Tax Reference umber:.....
- 3.6 VAT Registration Number:

3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

² "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state? YES NO

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

Name of state institution at which you or the person is connected to the bidder is employed

Position occupied in the state institution:.....

Any other particulars:

.....

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months? YES NO

3.8.1 If so, furnish particulars:.....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES NO

3.9.1 If so, furnish particulars.

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the

5.3	<p>Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	If so, furnish particulars:		
5.5	<p>Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	If so, furnish particulars:		
5.7	<p>Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	If so, furnish particulars:		

6. CERTIFICATION

I the undersigned (full name) _____ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8



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

Project title:	QUEENSTOWN: ALTERNATIVE ACCOMMODATION FOR DEPARTMENT OF HOME AFFAIRS		
Tender / Bid no:	LSPE02/2021	Reference no:	24/2/1/2/17/6429

I, _____ (surname and name),
 identity number, _____ do hereby declare that I am a registered medical
 practitioner, with my practice number being _____, practising at
 _____ (Physical or postal addresses)
 declare that I have examined Mr. / Ms. _____,
 identity number _____ and have found the said person to be
 permanently disabled or having a recurring disability.

“Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.” –

The nature of the disability is as follows:

Thus signed at _____ on this _____ day of _____ 20____

 Signature

 Date

OFFICIAL STAMP OF
 MEDICAL PRACTITIONER

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

_____ (legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

_____ (project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

- *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
2			
3			
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14			

15			
16			
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18			
19			
20			

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

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



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

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

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

- 1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

- 2. *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position in the Enterprise)
and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- 3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
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3			
4			
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15			

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

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

B. *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position in the Enterprise)
and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
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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:

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

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

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

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

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2.
- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
 - b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 1.3. Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4. The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

- 1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

1.1. B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

1.1. Will any portion of the contract be sub-contracted?
 (*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------



v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Table with 3 columns: Designated Group: An EME or QSE which is at least 51% owned by:, EME, QSE. Rows include Black people, Black people who are youth, Black people who are women, Black people with disabilities, Black people living in rural or underdeveloped areas or townships, Cooperative owned by black people, Black people who are military veterans, OR, Any EME, Any QSE.

8. DECLARATION WITH REGARD TO COMPANY/FIRM

1.1. Name of company/firm:.....

1.2. VAT registration number:.....

1.3. Company registration number:.....

1.4. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited

[TICK APPLICABLE BOX]

1.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....

1.6. COMPANY CLASSIFICATION

- Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

1.7. Total number of years the company/firm has been in business:.....

1.8. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in



paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.





public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

STANDARD LEASE AGREEMENT FOR OFFICE AND FUNCTIONAL ACCOMMODATION

BUILDING NAME AND/OR ADDRESS:

PROPERTY CODE/FILE NO



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

STANDARD LEASE AGREEMENT FOR OFFICE AND FUNCTIONAL ACCOMMODATION

INDEX

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

LEASE

1 PARTIES

The parties to this agreement are:

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

and

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

2 DEFINITIONS AND INTERPRETATION

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

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

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

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

“commencement date” – means the date stipulated in item 7 on Schedule A on which date the lease commences;

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

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

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

"expenses" – means those disbursements in respect of the premises which are occasioned by the ownership or the operation thereof, including but not limited to, assessment rates, municipal levies, air-conditioning maintenance, lift maintenance and insurance premiums;

"GCC" – means the General Conditions of Contract, as amended from time to time, issued by the National Treasury of the Government of the Republic of South Africa for purposes of goods and services procurement;

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

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

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

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

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

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

“repairs” – means 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;

“SCC” – means the Special Conditions of Contract, as included in the bid document for the leasing of the premises in question;

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

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

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

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

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

- 2.2 The clause headings of this agreement have been inserted for reference purposes only and shall not be taken into account in its interpretation. Unless the context indicates otherwise, words importing the singular shall include the plural, words importing persons shall include natural persons and created entities and the state and *vice versa*;
- 2.3 If a provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive provision in the body of the agreement, notwithstanding that it is in the definitions clause.
- 2.4 Any reference to an enactment, regulation, rule or by-law is to that enactment, regulation, rule or by-law as at the signature date, and as amended or replaced from time to time.
- 2.5 Where any number of days is prescribed, such number shall exclude the first and include the last day, unless the last day falls on a Saturday, Sunday or public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.6 The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording succeeding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s.
- 2.7 The expiration or termination of this agreement shall not affect those provisions of this agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding the fact that the clauses themselves do not expressly provide this.

- 2.8 In its interpretation, the *contra proferentem* rule of construction shall not apply (this agreement being the product of negotiations between the parties) nor shall this agreement be construed in favour of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this agreement.
- 2.9 The provisions of this agreement shall be subject to the provisions of the SCC and GCC, to the extent that such conditions are applicable to this agreement.
- 2.10 In the event of a conflict between a provision in this agreement and any provision of the GCC, the provisions in the SCC and this agreement shall prevail.

3 THE LEASE

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

4 DURATION AND RENEWAL

- 4.1 This agreement shall commence on the commencement date and shall endure for the period as specified in item 3 of Schedule A as the initial lease period.
- 4.2 Upon the expiry of the initial lease period, the lessee shall have the option of renewing this agreement for an additional period as specified in item 4 of Schedule A as the secondary lease period upon the terms and conditions contained in this agreement provided that in respect of rental payable from the date on which the secondary lease period commences ("the renewal date"), the parties will agree on a market related rental for the premises however the annual escalation rate applicable during the secondary

lease period shall be limited to headline inflation or the escalation rate applicable during the initial lease period, whichever is the greater;

- 4.3 The lessee shall give written notice to the lessor of its intention to exercise the option to renew this agreement (referred to in clause 4.2 above) by no later than 3 months prior to the expiry of the initial lease period. Should the lessee fail to so exercise the option and the lessee remains in occupation of the premises after the expiry of the initial period or where the option is exercised and the lessee remains in occupation of the premises after expiry of the secondary lease period, this agreement shall continue on a month to month basis on the same terms contained in the Agreement but subject to escalations in the rental until such time as either of the parties gives the other a written notice terminating this agreement, in which event, this agreement shall terminate at the end of the month following the month in which the notice was given.
- 4.4 All extensions to the lease period in this agreement, and any changes to the terms and conditions of lease during such extended period, shall be concluded in writing and signed by the parties prior to the termination date or expiry of any extended period, as the case may be.

5 THE RENTAL

- 5.1 During the initial lease period, with effect from the commencement date, the monthly rental payable by the lessee to the lessor shall be as specified in Schedule B.
- 5.2 The lease commences with the commencement rental. Thereafter the rental shall escalate each year, on each adjustment date, in accordance with the compounded escalation rate as set out in item 9 on Schedule A.
- 5.3 The rental shall be paid by the lessee to the lessor, monthly in advance on or before the 7th (seventh) day of each and every month.
- 5.4 All payments made by the lessee to the lessor in terms of this agreement, shall be effected by electronic payment directly into the lessor's nominated bank account.

- 5.5 The parties agree that all rentals payable in terms of this agreement shall include VAT where such tax is payable. The lessor shall specify such tax for record and tax purposes separately from the basic rental.
- 5.6 The lessee undertakes to pay all VAT, at the standard rate applicable from time to time, leviable on any amounts payable by the lessee in terms of this agreement.
- 5.7 The lessor shall be liable to pay all rates, taxes, other regulatory amounts and levies in respect of the premises to the relevant authority as well as any expenses and increases.

6 USE OF THE PREMISES

- 6.1 The lessee records that she/he will use the premises for the purpose specified in item 5 of Schedule A and for any legitimate Government purpose, provided that the lessee shall give the lessor not less than (3) three months' notice of such intent. Where the lessee uses the premises for a purpose other than its intended purpose, the onus shall rest on the lessee to obtain and maintain all necessary permits and/or consents for the use of the premises for that purpose.
- 6.2 The lessor hereby warrants and undertakes that the premises are fit for use for the purpose set out in item 5 of Schedule A.
- 6.3 The lessor shall be obliged to obtain such consents and authorisations (excluding trade and other licences) as may be required by competent authorities or title conditions to enable the lessee to use the premises for the purpose referred to in 6.1.

7 OCCUPATION OF THE PREMISES

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

on which the lessee occupies the premises, which shall also be the date of commencement of the lease

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

- 8.1 Schedule C contains details of the installations required by the lessee, the party responsible for effecting those installations and the party who bears the costs in respect thereof. Schedule C also contains the obligations, if any, of the lessee in regard to the removal thereof on termination of this agreement. To the extent that any party does not make the installations listed opposite its name in Schedule C, either of the other parties may have such installations made at the reasonable cost thereof and the party which was responsible for such installation shall become liable for such reasonable amount;
- 8.2 The lessee shall in writing accept that the lessor has complied with terms of the agreement and that the building is ready and available and ready for use.
- 8.3 The lessee shall, within 30 days of occupation of the premises, furnish the lessor with three (3) dates and times, which dates must be within twenty-one (21) days of occupation, to convene a meeting to inspect the premises. The lessor shall accept a date, from those furnished, that is suitable to him. At such meeting the parties, including the occupant, shall jointly inspect the premises, so as to ascertain any damage or defect in the premises and the general condition of the premises and to record them in a list which all three parties shall sign.
- 8.4 The lessor shall within thirty (30) days of such inspection (or such longer period as may be reasonably necessary to repair the defects) repair the defect(s).
- 8.5 The lessor shall furnish dates and times at least fourteen working (14) days prior to the termination of the agreement for the inspection of the premises after termination of the

agreement. Within 14 days after the expiry of this agreement, the lessor shall ensure that the following lists are compiled and delivered to the lessee:

- 8.5.1 A list of all the items where the parties agree that such items are damaged or defective and that the lessee is liable; and
- 8.5.2 A list of the items, which are damaged or defective and which in the opinion of the lessor the lessee is liable for, whereas the lessee denies liability.
- 8.6 The items recorded in the list contemplated in clause 8.5.2 shall be replaced as per agreement between the parties. Should the parties fail to reach such an agreement within seven (7) days from the date of delivery of the lists to the lessee, the dispute may by agreement between the parties be referred to an independent professional who shall act as a mediator in an attempt to resolve the dispute.
- 8.7 The lessee shall be liable for a pro rata rental in the event the premises/ part of the premises is not available for use.

9 FIXTURES

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

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

9.2 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 9.1 above shall apply.

10 EXPENSES, MAINTENANCE AND REPAIRS

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

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

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

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

10.5 Should the lessor fail to pay expenses or to undertake repairs for which the lessor is liable in terms of this agreement, the lessee may remind the lessor in writing, and should the lessor still be in default 30 days after receipt of such reminder (or such longer period which the parties may have agreed upon) the lessee shall be entitled to demand specific

performance or to pay such expenses or to undertake such repairs (if and to the extent agreed between the parties) and to recover the amounts thus disbursed from the rental due to the lessor by set off (if and to the extent agreed between the parties) or by legal action. A certificate by the lessee of such expenses shall be *prima facie* proof thereof.

11 OBLIGATIONS OF THE LESSOR

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

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

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

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

11.4 Landscape maintenance of the premises, if applicable;

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

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

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

- 11.8 Normal maintenance and repairs (including painting) of both the exterior and interior of the premises, including the cleaning of the exterior of the premises as well as windows, in a high rise building;
- 11.9 Operation (including maintenance and repairs) of the air-conditioning system and the lifts during normal office hours or during such times as may be agreed upon;
- 11.10 Water and electricity consumption to the extent that these are not separately metered for the lessee;
- 11.11 Municipal rates (existing and future) levied on ownership (including rates increases);
- 11.12 Installation and maintenance of the fire extinguishing and fire detection equipment as stipulated in clause 14; and
- 11.13 Replacement of floor covering (carpeting etc.) at the expiry of their agreed lifetime which in the case of carpeting is 5 years from the date of installation;
- 11.14 Submission of valid annual tax certificate;
- 11.15 Compliance with Occupational Health and Safety and Act (Act No. 85 of 1993);
- 11.16 Compliance with Department of Labour's applicable standards annually – Certification of Occupation;
- 11.17 Quarterly fumigation of the premises. Without prejudice to any rights and/or remedies available to the lessor in terms of this agreement, where any losses, expenses, costs, damages or breakages are attributable to any act or omission of the lessee and/or negligence or wilful intent of the lessee, the lessor shall be entitled to attend to the necessary and recover the reasonable cost thereof from the lessee.

12 OBLIGATIONS OF THE LESSEE

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

- 12.1 Not use the premises or allow them to be used, in whole or part, for any purpose other than that of the business;
- 12.2 Take good and proper care of the interior of the buildings;
- 12.3 Be responsible for all reasonable security, manned or otherwise, necessary to protect the premises;
- 12.4 Not cause or commit any unreasonable nuisance on the premises or cause any annoyance or discomfort to neighbours or the public;
- 12.5 Not unreasonably leave refuse or allow it to accumulate in or about the premises;
- 12.6 Refrain from interfering with the electrical, plumbing, or gas installations or systems serving the premises;
- 12.7 Take all reasonable measures to prevent blockages and obstructions from occurring in drains, sewerage pipes and water pipes serving the premises;
- 12.8 At all times comply with any law, by-law or regulation of the local authority relating to the conduct of its business at the premises and also with the conditions of the title deed under which the premises are held by the lessor;
- 12.9 Not be permitted to place such electrical or other signage on the exterior of the premises without the prior written consent of the lessor;
- 12.10 Forthwith disclose in writing to the lessor details of any act, matter or thing, stored or carried out upon the premises which may affect, vitiate or endanger the fire insurance

policy in respect of the property or which may result in an increase of the fire insurance premium;

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

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

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

13 INSURANCE

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

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

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

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

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

14 FIRE FIGHTING EQUIPMENT AND LIFTS

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

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

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

15 ALTERATIONS, ADDITIONS AND IMPROVEMENTS

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

compensate the lessee in respect thereof unless otherwise agreed between the parties prior to such alteration or addition being made.

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

16 DAMAGE TO OR DESTRUCTION OF THE PREMISES

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

16.2 In the event of the premises being damaged and remaining partially suitable for the purposes of the lessee, the parties shall be entitled to terminate this agreement by thirty (30) days' notice in writing given to the other party within thirty (30) days after such destruction or damage unless the destruction of the premises is due to the wilful intent or negligence of the lessee and/or occupant in which case only the lessor shall be entitled to terminate this agreement as directed above.

16.3 Should no notice in terms of 16.2 above be given, then this agreement shall continue and the lessor shall be obliged to proceed expeditiously with the work of rebuilding the premises. Should the parties continue with the agreement, the lessee shall be entitled to a reduction in rental to the extent to which the lessee is deprived of the full and beneficial use and occupation of the premises until such time as the premises have been rebuilt or re-instated provided that the damage or destruction is not due to the wilful intent or negligence of the lessee and/or occupant in which case the lessee shall not be entitled to a reduction in rental as contemplated herein and shall remain liable for the full rental.

16.4 Should there be any dispute as to the extent to which the premises have been damaged and/or the extent to which the premises are unfit for occupation and capable of being used for the purpose for which they are let, the dispute shall be referred to an expert, who shall act as an expert and not as an arbitrator, and whose decision shall be final and binding on the parties. The parties shall jointly agree on who the expert shall be, failing which the expert shall be appointed by the chairperson of the Law Society of South Africa or his delegate.

17 BREACH

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

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

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

17.2 Should either party breach any obligations in terms of this agreement and fail to remedy such breach within 14 (fourteen) days of written demand from the aggrieved party to do so, or such longer period as may be reasonable in the circumstances, the aggrieved party shall be entitled to cancel this agreement or claim specific performance, in either case, without prejudice to the aggrieved party's rights to claim damages from the offending party.

18 MANAGEMENT RULES

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

19 LESSORS RIGHT OF ENTRY AND CARRYING OUT OF WORKS

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

20 CESSION, ASSIGNMENT AND SUB-LETTING

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

- 20.1 cede or assign all or any of the rights and obligations of the lessee under this agreement; or
- 20.2 sublet the premises in whole or in part; or
- 20.3 give up possession of the premises or any portion thereof to any third party.

21 NON-WAIVER

- 21.1 Neither party shall be regarded as having waived, or been precluded in any way from exercising, any right under or arising from this agreement by reason of such party having at any time granted any extension of time for or having shown any indulgence to the other

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

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

22 SALE OF PREMISES

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

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

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, alteration, or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by the duly authorised representatives of both parties.

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

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

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

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 deemed to have been received by the addressee on the tenth (10th) business day of the date of posting unless the contrary is proved; or

24.2.3 is faxed to the chosen fax number, during ordinary business hours shall be presumed to have been received by the addressee at the time of transmission of the fax, alternatively, if not faxed during normal business hours then at twelve o’ clock on the 1st business day following the day on which it was faxed.

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

25 WARRANTY OF AUTHORITY

The parties hereby warrant that each of them has the power, authority and legal right to sign and perform this agreement and that this agreement has been duly authorised by all

necessary actions of its directors, to the extent applicable, and constitutes a valid and binding obligation on it in accordance with the terms thereof.

26 SEVERABILITY

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

SIGNED AT..... ON THIS THEDAY OF..... 20.....

WITNESSES

- | | |
|-------------------------|-------------------------|
| 1. | 2. |
| FULL NAME AND SIGNATURE | FULL NAME AND SIGNATURE |

.....
SIGNATURE OF LESSOR / REPRESENTATIVE

.....
FULL NAMES

Duly authorised as per attached resolution.

SIGNED AT..... ON THIS THEDAY OF..... 20.....

WITNESSES

- | | |
|---------|---------|
| 1. | 2. |
|---------|---------|

FULL NAME AND SIGNATURE

FULL NAME AND SIGNATURE

.....
SIGNATURE OF LESSEE

.....
FULL NAME

.....
CAPACITY

Duly authorised as per Departmental delegation dated

DPW – 08.1 (LS): BID OFFER – OFFICE ACCOMMODATION

Bid no:	LSPE02/2021	Closing date:	01 June 2021
Advertising date:	07 May 2021	Validity period:	60 days

1. ACCOMMODATION PARTICULARS

Name of building	
Address of building	
Market Value of building	
Municipal valuation of building	
Gross floor area of accommodation	m ²
Date accommodation may be occupied	
Commencement date of lease	
Lease period	5 YEARS
Option period	
Value Added Tax Number	

2. RENTALS (OFFICES, STORES AND PARKING)

	Offices	Stores	Parking
Lettable Area	m ²	m ²	
Parking bays			
Rental per month	R		R
VAT per month	R		R
Total per month	R		R
Tariffs	R /m ²	R /m ²	R each
VAT	R /m ²	R /m ²	R each
Total (1)	R /m ²	R /m ²	R each
Escalation Rate	%	%	%
Operating Costs (Provide details on what costs entail)	R /m ²	R /m ²	
VAT	R /m ²	R /m ²	
Total (2)	R /m ²	R /m ²	
Escalation Rate	%		
Total (1 + 2)	R /m ²	R /m ²	R each
Alteration Cost for Lessor:	R	R	

3. RESPONSIBILITIES

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

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

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

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

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

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

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

4. NATIONAL BUILDING REGULATIONS:

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

5. PARTICULARS FOR PAYMENT OF RENTAL:

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

6. 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)	
--	--

Name of owner / Duly authorised representative	Signature	Date



**public works
& infrastructure**

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

ANNEXURE LS PRICE CONFIRMATION OF SUMMARY OF BID PRICE

Item	Total Area	Rate per m ²	Total Price (VAT Excl)	VAT Amount	Total Price (VAT incl)	Total
Tariff Base Rental						
Tariff Refurbishment						
Tenant Installation						
Operating Cost						
Total Cost						
	Number of parking Bays	Cost per Parking Bay	Total Cost (VAT Excl)	VAT Amount	Total Price (VAT incl)	Total
Parking (If applicable)						
Total Bid Price						

LSPE:02 /2021		
TENDER NUMBER	SIGNATURE OF OWNER / REPRESENTATIVE	DATE

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

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

1. GENERAL:

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

2. CONSTRUCTION AND APPEARANCE OF BUILDING:

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

3. SECURITY:

The following security measures shall be complied with:

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

4. RECORD ROOMS:

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

5. ROOM AREAS AND PARTITIONS:

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

6. PASSAGE WIDTH:

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

7. FLOOR TO CEILING HEIGHTS:

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

8. DOORS, LOCKS AND KEYS:

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

9. FLOOR COVERING:

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

10. POWER POINTS:

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

(b) Electrical circuits for socket outlets shall be secured by means of single phase earth leakage relays having a sensitivity of 25 mA.

11. LIGHTING:

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

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

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

12. TELEPHONES:

(a) Each office, conference room and security control area shall be fitted with a telephone jack in accordance with the requirements of Telkom.

(b) The user department itself will negotiate with Telkom as to the number of telephone lines that are to serve the building, but the owner of the building shall make provision for conduits, draw wires and telephone jacks.

13. TRUNKING:

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

14. FACILITIES FOR CLEANERS

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

15. TOILET FACILITIES:

The following norms shall be applied:

15.1. Males – staff and public

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



15.2. Females – staff and public

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

15.3. Physically challenged persons

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

16. MATERIAL AND FINISHES:

(a) All walls and ceilings, whether painted or finished otherwise, shall be of a neutral colour.

(b) Walls of tea kitchens, stairs, entrance halls and toilets shall be washable and hardwearing and acceptable to the Department of Public Works.

17. INSPECTION:

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

DPW-12 (LS): Statutory compliance certificate

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

Bid no:	LSPE 02/2021	Closing date:	01 June 2021
Advertising date:	07 May 2021	Validity period:	56 Days

COMPLIANCE WITH ALL THE ACTS, REGULATIONS AND BY- LAWS GOVERNING THE BUILT ENVIRONMENT

I, _____ duly authorised to represent
 _____ (the bidders name) acknowledge that I as
 _____ shall ensure that _____ (description of the property in question) complies in every respect with the requirements of the following Acts, Regulations and By - Laws:

- (i) Occupational Health and Safety Act, 1993. (Act 85 of 1993)
- (ii) The National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977)
- (iii) The Municipal by-laws and any special requirements of the local supply authority.
- (iv) The local fire regulations, to guarantee/ensure the health and safety of all State employees occupying this/these premises and the public visiting the premises for business or other purposes.

I furthermore agree to advise the Department of Public Works immediately in writing of any reason I am unable to perform in terms of this agreement and to apply the necessary corrective measures.

Name owner / authorised representative	Signature	Date

1. WITNESS:

Name of witness	Signature	Date

2. WITNESS:

Name of witness	Signature	Date

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	QUEENSTOWN: ALTERNATIVE ACCOMMODATION FOR DEPARTMENT OF HOME AFFAIRS		
Bid no:	LSPE 02/2021	Reference no:	24/2/1/2/17/6429

INTRODUCTION

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

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

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

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Name of Bidder	Signature	Date	Position

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer EME¹ QSE² Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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



2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature
	Date

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.