public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER NO: PLK24/20

RETURNABLE DOCUMENTS

AND

TERMS OF REFERENCE

FOR

LIMPOPO PROVINCE:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: REQUEST FOR URGENT PROCUREMENT OF NEW OFFICE ACCOMMODATION: TZANEEN/GIYANI (EXISTING BUILDING OR BUILDING TO BE CONSTRUCTED)(GRADE B) AT A TOTAL LETTABLE AREA 1155.55m2 FOR THE PURPOSES OF LEASE, WITH 36 PARKING BAYS (36 covered), 10 000L WATER TANK AND STAND BY GENERATOR FOR A PERIOD OF 5 YEARS. THE LANDLORD MUST BE RESPONSILBLE FOR ALL TENANT INSTALLATIONS AS PER CLIENT'S SPECIFICATONS.

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

PLEASE TAKE NOTE
CLOSING TIME: 11H00

BID NUMBER: PLK24/20
CLOSING DATE: 25/06/2024

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

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

TENDER DOCUMENTS MAY BE POSTED TO

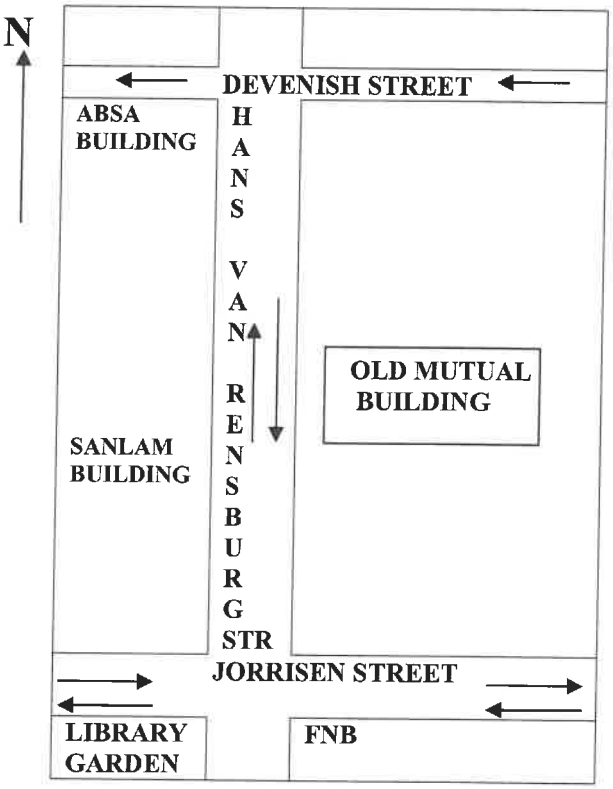
REGIONAL MANAGER
Department of Public Works
Private Bag X 9469
POLOKWANE
0700

ATTENTION: TENDER SECTION: ROOM 03, GROUND FLOOR

Tender documents that are posted must reach the Department of Public Works before the closing date of the tender.

OR

The tender documents may be deposited in the tender box which is identified as the tender box of the Department of Public Works which is located at 78 Hans van Rensburg Street, Old Mutual Building, Room 03, Ground Floor.



The tender box at the Regional Office: Department of Public Works: POLOKWANE is open **(Mondays to Fridays 07:30 – 12:15 / 13:00 – 16:00.)** However, if the tender is late, it will as a rule not be accepted for consideration.

Tenderers should ensure that tenders are delivered timeously to the correct address.

SUBMIT ALL TENDERS ON THE OFFICIAL FORMS - DO NOT RETYPE.
Tenders by telegram, facsimile or other similar apparatus will not be accepted for consideration.

SUBMIT EACH TENDER IN A SEPARATE SEALED ENVELOPE.

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

1. http://www.treasury.gov.za
2. http://www.gov.za/tenders/

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR PROVISION OF:

Property description:	**DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: REQUEST FOR URGENT PROCUREMENT OF NEW OFFICE ACCOMMODATION: TZANEEN/GIYANI (EXISTING BUILDING OR BUILDING TO BE CONSTRUCTED)(GRADE B) AT A TOTAL LETTABLE AREA 1155.55m2 FOR THE PURPOSES OF LEASE, WITH 36 PARKING BAYS (36 covered), 10 000L WATER TANK AND STAND BY GENERATOR FOR A PERIOD OF 5 YEARS. THE LANDLORD MUST BE RESPONSILBLE FOR ALL TENANT INSTALLATIONS AS PER CLIENT'S SPECIFICATONS.**

Bid no:	PLK	24/20	
Advertising date:	31 May 2024	**Closing date:**	25 June 2024
Closing time:	**11:00 am**	**Validity period:**	84 **days**

1. **FUNCTIONALITY CRITERIA APPLICABLE YES ☒ NO ☐**

-

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

Functionality criteria:[1]	**Weighting factor:**
EXISTING **1. Location** **a. Geographical location** **The Premises should be located within the CBD** **CBD = 5 points** **Industrial= 0 points** **CBD Periphery = 0 points** **Residential = 0 points**	**30**
22. Accessibility **The premises must be on Public transport route** **0km to 2km = 5 points** **2.1km to 4km = 4 points** **4.1km to 6km = 3 points** **Above 6.1km = 0 points**	**20**
3. Building Specification **Stand-alone =5 points** **Multi tenanted =5 points**	**30**
4. Suitability 1 **4.1 Security** **a. Burglar proofing (windows & doors),fencing and Cylinder locks = 5 points** **b. Burglar proofing (windows & doors) fencing = 4 points** **c. Burglar proofing (windows & doors) or fencing or Cylinder lock = 3 points**	**10**

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

4. Suitability 2 **4.1 (Electrical & Mechanical): Green Building** **a.Availability of any green star rating certificate from Green Building Council of SA = 5points** **b.Commitment letter from the bidder to make available the following: Energy Efficiency (LED, Solar geyser and Sky light), Natural Ventilation system, Air conditioner (Energy saving) per office, Contactless taps and Waste management (Recycle bins) = 4 points** **c.Commitment letter from the bidder to make available four of the above as indicated on item 4.1(b) = 3 points** **d.Commitment letter from the bidder to make available three of the above as indicated on item 4.1(b) = 2 points** **e.Commitment letter from the bidder to make available two or one of the above as indicated on item 4.1(b) = 1 point** **f. No commitment letter from the bidder attached = 0 points**	**10**
Total	**100 Points**

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

Minimum functionality score to qualify for further evaluation:	**50%**

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

N/A

Functionality criteria:[2]	**Weighting factor:**

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

NEW CONSTRUCTION **1. Location** **a. Geographical location** **The Premises should be located within the CBD** **CBD = 5 points** **Industrial= 0 points** **CBD Periphery = 0 points** **Residential = 0 points**	**30**
Accessibility **The premises must be on Public transport route** **0km to 2km = 5 points** **2.1km to 4km = 4 points** **4.1km to 6km = 3 points** **Above 6.1km = 0 points**	**20**
3. Building Specification **Stand-alone =5 points** **Multi tenanted =5 points**	**30**
4. Suitability (Green Building) **4.1 (Electrical & Mechanical): (in line with the Departmental Green Building policy dated 31May 2018.)** **a. Commitment letter from the bidder to make available the following: Energy Efficiency (LED, Solar geyser and Sky light), Natural Ventilation system, Air conditioner (Energy saving) per office, Contactless taps and Waste management (Recycle bins) = 5 points** **b. Commitment letter to make available four of the above as indicated on item 4.1(a) = 4 points** **c. Commitment letter to make availability three of the above as indicated on item 4.1(a) =3 points** **d. Commitment letter to make available two of the above as indicated on item 4.1(a) =2 point** **e. Commitment letter to make available one of the above as indicated on item 4.1(a) =1 point** **f. No commitment letter to make available any of the above as indicated on item 4.1 (a) = 0 points**	**10**
NEW CONSTRUCTION **5. Credit/Bank Rating** **Financial Credibility** **Provide Bank rating from banking Institution to Justify Credit Risk** **Bank Rating 'A" = 5 points** **Bank Rating 'B' = 4 points** **Bank Rating 'C' = 3 points** **Bank Rating 'D' = 2 points** **Bank Rating 'E' or no rating provided = 1 point**	**10**

Total	**100 Points**

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

Minimum functionality score to qualify for further evaluation:	**50%**

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

N/A

2. Approval is hereby requested for the following procurement procedure:

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

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

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

3. RESPONSIVENESS CRITERIA

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

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	The (DPWI-08 (LS)): Bid offer must be clearly completed by the bidder, with clear specification of the financial offer in terms of rental and tenant installation allowance offered by the bidder. The offer should be submitted as per the bid questionnaire which forms part of the bid documents.
4	☒	The building must be within the geographic boundaries specified in the bid documents.
5	☒	Use of correction fluid is prohibited.
6	☐	Submission of record of attending compulsory virtual bid clarification / site inspection meeting. ***N/A***
7	☒	An agent may bid on behalf of the owner of the Property but the responsiveness of the bid only measured on the registered owner of the property. No points will be given to the Agent unless he/she is buying a property. A copy of the mandate from the owner must be submitted with the bid documents or in case of prospective buyer the signed purchased agreement with a Title deed of the owner must be submitted. Title deed will be required if the tenderer owns the building
8	☒	DPW-11.1 (LS) Specification on minimum requirements - office accommodation
9	☒	-Submission of proposed layout plan with full dimensions and required parking bays -The premises to comply as contained in the National Building Regulations as proclaimed by the Building Standards Act as well as the OHS Act

10	☒	Registration on National Treasury central supplier data-base (CSD) -DPW12 (LS): Occupational Health and Safety Act certificate -PA10 LS: Important Conditions of Bid - Submission of PA32 (Invitation to bid, bidder to calculate total lease cost) to be submitted with tender document - Submission of zoning certificate for business for commercial or residential Submission of current building grading certificate. In instances where the building grading is below the stated required grade, the building grade as well as a commitment to submit the required grade upon completion of refurbishment must be attached

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

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

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	Submission of (PA-11): Bidder's disclosure.
4	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
6	☒	-Attendance of non-compulsory bid clarification meeting
7	☒	- Submission of PA-29 (LS): Certificate of Independent Bid Determination
8	☒	- Submission of PA-09 (LS): List of returnable documents

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

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

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

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

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

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

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

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

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

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

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

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

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

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

	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
	3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
	4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
		OR		
	5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory **NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both**	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

5. COLLECTION OF BID DOCUMENTS:

13. ☒ BID DOCUMENTS WILL BE SOLD FOR A NON-REFUNDABLE AMOUNT OF R N/A .(IF NOT DOWNLOADED FROM www.etenders.gov.za and www.publicworks.gov.za)

☒ A non-refundable bid deposit of R **N/A** 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 78 Hans Van Street, Old Mutual Building on ***18/06/2024*** starting at ***10:00 am***. Old Mutual Building boardroom.

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

Contact person:	RAPATSA MASIE	**Telephone no:**	015 291 6331
Cell no:	078 986 3090	**Fax no:**	N/A
E-mail:	Masie.rapatsa@dpw.gov.za		

7. DEPOSIT / RETURN OF BID DOCUMENTS:

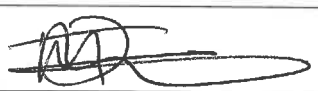
3.1. Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

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

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

BID DOCUMENTS MAY BE POSTED TO:		**DEPOSITED IN THE TENDER BOX AT:**
THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X **9469** ***POLOKWANE*** ***0700*** ATTENTION: **PROCUREMENT SECTION: ROOM *10 1ST Floor*** ***POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT***	OR	***78 Hans Van Rensburg Street*** ***Old Mutual Building*** ***Polokwane*** ***0700***

8. COMPILED BY:

RAPATSA MASIE		28/05/2024
Name of Property Manager	Signature	Date

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

PA-09 (LS): LIST OF RETURNABLE DOCUMENTS

Property description:	***DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: REQUEST FOR URGENT PROCUREMENT OF NEW OFFICE ACCOMMODATION: TZANEEN/GIYANI (EXISTING BUILDING OR BUILDING TO BE CONSTRUCTED)(GRADE B) AT A TOTAL LETTABLE AREA 1155.55m2 FOR THE PURPOSES OF LEASE, WITH 36 PARKING BAYS (36 covered), 10 000L WATER TANK AND STAND BY GENERATOR FOR A PERIOD OF 5 YEARS. THE LANDLORD MUST BE RESPONSILBLE FOR ALL TENANT INSTALLATIONS AS PER CLIENT'S SPECIFICATONS.***		
Property Manager:	RAPATSA M	**Bid / Quote no:**	PLK24/20
Receipt Number:			

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

Bid Document Name:	**Number of Pages:**	**Returnable document:**
Lumpsum Tender Document	Pages	☐
Declaration of Interest	Pages	☐
Lease/Bid Offer	Pages	☐
CSD Report	Pages	☐
BBBEE Sworn affidavit	Pages	☐
Copy of Title deeds of the property providing ownership	Pages	☐
If Bidder is an agent, copy of signed mandate by the owner	Pages	☐
Resolution by the legal entity/ or consortium authorising a dedicated person to sign on behalf of the firm	Pages	☐
Proposed Layout plan with dimensions	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
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	Pages	☐
	Pages	☐

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

	Pages	☐

Name of Bidder	Signature	Date

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

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

Bid no:	PLK24/20	**Closing date:**	25 June 2024
Advertising date:	31 May 2024	**Validity period:**	84 days

1. ACCOMMODATION PARTICULARS

Name of Company	
Erf no. / Name and address of building	
Title Deed Number of property offered (Provide certified copy of the Title Deed)	
Market value / Municipal valuation of building	m^2
Gross floor area of accommodation	
Date accommodation may be used	
Commencement date of lease	
Lease period	years
Option period	years
Value Added Tax Number	

1.1 OFFER: (COMPULSORY FOR ALL BIDDERS)

	Offices	**Stores**	**Parking**
Lettable area	m^2	m^2	
Parking bays			
Rental per month	R	R	R
VAT per month	R	R	R
Total per month	R	R	R

Tariffs	R /m^2	R /m^2	R / bay
VAT	R /m^2	R /m^2	R /bay
Total (1)	R /m^2	R /m^2	R /bay
Escalation rate	%	%	%

Operating Costs (Provide details on what costs entail)	R /m^2	/m^2	
VAT	R /m^2	/m^2	
Total (2)	R /m^2	/m^2	
Escalation rate	%	%	
Total (1+2)	R /m^2	/m^2	R / bay

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

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

Total price per month (VAT incl.)		

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

2 RESPONSIBILITIES

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

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

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

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

2.4 Other Responsibilities	**State**	**Lessor**	**Estimated cost per month**

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

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

2.4.1 Contract costs			
2.4.2 Stamp duty			
2.4.3 Firefighting equipment			
2.4.4 Cost of alterations			

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

3. NATIONAL BUILDING REGULATIONS:

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

4. PARTICULARS FOR PAYMENT OF RENTAL:

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

5. INCOME TAX REFERENCE NUMBER:

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

Signature of Owner / Duly Authorised Representative	Date

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

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Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Invitation to Bid: PA-32

PART A
INVITATION TO BID (EXEMPTION)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT)					
BID NUMBER:	PLK24/20	CLOSING DATE:	25 June 2024	CLOSING TIME:	**11:00 am**
DESCRIPTION	**DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: REQUEST FOR URGENT PROCUREMENT OF NEW OFFICE ACCOMMODATION: TZANEEN/GIYANI (EXISTING BUILDING OR BUILDING TO BE CONSTRUCTED)(GRADE B) AT A TOTAL LETTABLE AREA 1155.55m2 FOR THE PURPOSES OF LEASE, WITH 36 PARKING BAYS (36 covered), 10 000L WATER TANK AND STAND BY GENERATOR FOR A PERIOD OF 5 YEARS. THE LANDLORD MUST BE RESPONSILBLE FOR ALL TENANT INSTALLATIONS AS PER CLIENT'S SPECIFICATONS.**				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT *(STREET ADDRESS)*

OR POSTED TO:

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
	TCS PIN:		**OR**	CSD No:		
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]		
SIGNATURE OF BIDDER			**DATE**			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)						
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE (¹ALL APPLICABLE TAXES)**			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY	PUBLIC WORKS	CONTACT PERSON	RAPATSA M
CONTACT PERSON	RAPATSA M	TELEPHONE NUMBER	0152916331
TELEPHONE NUMBER	0152916331	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Masie.rapatsa@dpw.gov.za
E-MAIL ADDRESS	Masie.rapatsa@dpw.gov.za		

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

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Invitation to Bid: PA-32

E-MAIL ADDRESS		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

Note Well:

a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.

b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**

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

public works & infrastructure
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Invitation to Bid: PA-32

c) The price that appears on this form is the one that will be considered for acceptance as ***a firm and final offer***.
d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

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

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

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

I, the undersigned, (name).....
in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

This form has been aligned with SBD4

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

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

   _____

   (Project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

   and who will sign as follows: _____

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

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

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

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP

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

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

_____

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

   _____

   _____

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

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

   _____

   _____

   (Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

   and who will sign as follows: _____

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

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

   Physical address: _____

   _____

   _____

   _____ (code)

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

PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
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7			
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10			
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12			
13			
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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 <u>all</u> the Directors / Members / Partners of the Bidding Enterprise.*
3. *In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).*
4. *Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).*
5. *Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

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

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

_____

2. _____

_____

3. _____

_____

4. _____

_____

5. _____

_____

6. _____

_____

7. _____

_____

8. _____

_____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

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

_____

_____

(Project description as per Bid /Tender Document)

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

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

_____

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

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

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

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

Physical address: _____

_____

_____

_____ (Postal code)_____

Postal Address: _____

_____

_____

_____(Postal code)_____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
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13			
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15			

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

Note:

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

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 **Preference Points System to be applied**

(*tick whichever is applicable*).

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

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

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

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

1.3.1 Price; and

1.3.2 Specific Goals

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

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

1.5 **Breakdown Allocation of Specific Goals Points**

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

Table 1

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

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

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

Table 2

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

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

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

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

Table 3

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

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

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

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

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

2. DEFINITIONS

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

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: REQUEST FOR URGENT PROCUREMENT OF NEW OFFICE ACCOMMODATION: TZANEEN/GIYANI (EXISTING BUILDING OR BUILDING TO BE CONSTRUCTED)(GRADE B) AT A TOTAL LETTABLE AREA 1155.55m2 FOR THE PURPOSES OF LEASE, WITH 36 PARKING BAYS (36 covered), 10 000L WATER TANK AND STAND BY GENERATOR FOR A PERIOD OF 5 YEARS. THE LANDLORD MUST BE RESPONSILBLE FOR ALL TENANT INSTALLATIONS AS PER CLIENT'S SPECIFICATONS.		
Bid no:	PLK24/20	**Reference no:**	

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids[1] 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 *per 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:

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

[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 consortium[3] 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 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

[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.

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

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: PLK 24/20

Name of Tenderer ..... ☐ EME[1] ☐ QSE[2] ☐ Non EME/QSE (tick applicable box)

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

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

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

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

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: PLK23/26

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), 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**

public works
Department:
Public Works
REPUBLIC OF SOUTH AFRICA

DPW-12 (LS): OCCUPATIONAL HEALTH AND SAFETY ACT CERTIFICATE

Bid no:	PLK24/20	**Closing date:**	25 June 2024
Advertising date	31 May 2024	**Validity period:**	84 days

COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

I, _____, duly authorized to represent _____(Company Name) acknowledge that I as _____ (Capacity) have certain duties, as prescribed by the Occupational Health and Safety Act No 85 of 1993 , agree to ensure that the _____ are in accordance with the provisions as stated in the said Act.

I agree where applicable to comply with the following regulations:-

(i) The latest issue of SANS 10142: "Code of Practice for the Wiring of Premises".
(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) Fire Brigade Services Act, 2000 (Act 14 of 2000)
(v) Occupational Health and Safety Act, 1993, Act 85 of 1993

I furthermore agree to liaise with the Department of Public Works for any reason I am unable to perform in terms of this agreement.

Owner / authorised representative	Signature	Date

1. WITNESS:

Name of witness	Signature	Date

2. WITNESS:

Name of witness	Signature	Date

DPW-06 (LS): LEASE AGREEMENT

INDEX

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	Schedule 1
	Schedule 2

LEASE

1. PARTIES:

The parties to this agreement are:

_____

_____ Registration Number if the Lessor is a Company or Close Corporation represented by _____ duly authorised as per attached resolution, hereinafter referred to as the Lessor

AND

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

2. 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" - the date, or the last day of the period, mentioned in Item 4 of Schedule 1 on which the escalation rate comes into operation;

"building" - the entire structure known by the name as set out in Item 2 of Schedule 1 and situated on the property set out in Schedule 1;

"commencement rental" - the monthly rental payable in respect of the first year of the lease or, in the event of the first fixed period of the lease being less than one year, the rental determined for that period, the amount of which is stipulated in Item 6 of Schedule 1;

"commencement date" - the date stipulated in Item 5 of Schedule 1 on which the lease commences;

"escalation rate" - the percentage mentioned in Item 7 of Schedule 1, which adjusts the rental on every adjustment date;

"Lessee" - the Government of the Republic of South Africa, herein represented by the Director-General of the Department of Public Works or his delegate duly authorised;

"Lessor" - the owner of the premises (or a sub lessor who warrants his authority to enter into this lease agreement with the Lessee and attaches such authorisation hereto) who, if he does not sign personally, is herein represented by the person mentioned in Item 9 of Schedule 1 who by his signature hereto warrants that he is authorised to sign this agreement on behalf of the Lessor;

"occupant" - the Government Department that will physically occupy the premises for the duration of the contract of lease;

"premises" - the building and/or the structure and/or the land, or portions thereof, mentioned in Item 2 of Schedule 1, which forms the subject of this lease;

" renewal period" - the period mentioned in Item 12 of Schedule 1 for which this lease can be extended by the Lessee and the Lessor;

"termination date" - the date stipulated in Item 13 of Schedule 1 on which the lease terminates;

2.2. The clause headings of this agreement have been inserted for reference purposes only and shall not be taken into account in its interpretation. Unless the context indicates otherwise, words importing the singular shall include the plural, words importing persons shall include bodies corporate, and, in each instance, also the opposite thereof.

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

3. THE LEASE:

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

4. THE PERIOD:

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

5. RIGHT TO RENEW:

5.1. The Lessee has the right to renew the lease for a further period commencing on the first day after the expiration of the contract of lease and on terms and conditions agreed to by the parties.

5.2. In the event of the Lessee exercising its right of renewal, he shall be obliged to give the Lessor written notice thereof as provided in 5.3 hereunder.

5.3. At least six months prior to the expiry of the lease period the Lessee shall notify the Lessor in writing of its intention to exercise the right to renew and the lease renewal period. Should the parties fail to reach an agreement on the terms and conditions of the new lease, the original lease will be terminated at the normal expiry period.

6. THE RENTAL:

6.1. The commencement rental shall be a total amount of R made up of:

R in respect of Office Rental

R in respect of parking;

R (other- specify)

Subtotal

Vat

TOTAL

6.2. The lease commences with the commencement rental. Thereafter the rental shall escalate with the compounded escalation rate on each adjustment date.

6.3. The rental shall be payable from the commencement date monthly in advance on or before the seventh day of each month into the Lessor's bank account. Payment of rent shall be made electronically. Should the rental not be paid by the 30th day after the due date, interest shall be calculated at the prescribed rate from the first date after the 30th day until date of payment.

6.4. The parties agree that all rentals payable in terms of this agreement shall include value-added tax where such tax is payable. The Lessor shall specify such tax for record and tax- purposes separately from the basic rental.

6.5. The Lessor shall be liable to pay all rates, taxes and levies in respect of the premises to the concerned authority as well as any and all increases therein.

7. USE OF PREMISES:

7.1. The Lessee records that he will use the premises for the purpose specified in Item 14 of Schedule 1 and for no other purpose, except with the written consent of the Lessor, which consent shall not be withheld unreasonably.

7.2. The Lessor shall be obliged to obtain such consents and authorisations (excluding trade and other licences) as may be required by competent authorities or title conditions to enable the Lessee to use the premises for the purpose referred to in 7.1.

8. OCCUPATION OF THE PREMISES:

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

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

9.1. Schedule 2 contains details of the installations required by the Lessee, the party responsible for effecting those installations and the party who bears the costs in respect thereof. Schedule 2 also contains the obligations, if any, of the Lessee in regard to the removal thereof at the termination of the contract.

9.2. The Lessee shall, within five (5) working days of occupation, furnish the Lessor with three (3) dates and times, which dates must be within twenty-one (21) days of occupation, to convene a meeting to inspect the premises. The Lessor shall accept a date, from those furnished, that is suitable to him. At such meeting the parties, including the occupant, shall jointly inspect the premises, so as to ascertain any damage or defect in the premises and the general condition of the premises and to record them in a list which all three parties shall sign.

9.3. The Lessor shall within fourteen (14) days of such inspection repair the defect(s).

9.4. Should the Lessor fail to comply with his obligations in respect of installations required by the Lessee, if any, or fail to repair the defect(s), the Lessee shall notify the Lessor of such failure and unless the Lessor so complies within fourteen (14) days, save in emergencies, the Lessee shall be entitled to rectify those matters at his own expense and to recover the costs thus incurred from the Lessor.

9.5. The Lessor shall furnish the dates and times at least fourteen working (14) days prior to the expiry of the lease for the inspection of the premises after termination of the lease. Within fourteen (14) days after the expiry of the lease, the Lessor shall ensure that the following lists are compiled:

9.5.1. A list of all the items where both parties agree that such items are damaged or defective and that the Lessee is liable; and

9.5.2. A list of the items, which are damaged, or defective and which in the opinion of the Lessor the Lessee is liable for, whereas the Lessee denies liability.

9.6. The items recorded in the list contemplated in clause 9.5.2 shall be replaced as per agreement between the parties. Should the parties fail to reach such an agreement, the dispute may by agreement between the parties be referred to an independent professional who shall act as a mediator.

9.7. The Lessee shall not be responsible for the payment of rent or damages during the month when the damages caused to the premises are being repaired.

10. FIXTURES:

10.1. The parties agree that for the purposes of the interpretation of this clause and of this lease, fixtures shall refer to movable or immovable fittings installed by the Lessee and required for his purposes, such as computer cables and telephone systems. The Lessee shall be entitled, at his expense and with the written consent of the Lessor, which consent shall not be unreasonably withheld (alternatively, as arranged in Schedule 2), to install fixtures (which shall remain the property of the Lessee) on the premises: Provided that, after the termination of this lease –

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

- the Lessor may demand that fixtures which have not been thus removed, shall be removed by the Lessee, in which event the same requirements regarding the restoration of the premises shall apply.

11. EXPENSES, MAINTENANCE AND REPAIRS:

11.1. For the purpose of the interpretation of this clause and of the lease, the parties agree that the words in the heading bear meanings assigned to them hereunder:

"expenses" - those disbursements in respect of the premises which are occasioned by the ownership or the operation thereof, e.g. assessment rates, municipal levies, air-conditioning and lift maintenance, insurance premiums, etc.;

"maintenance" - everything which is required to be done in order to enable the Lessee to return the premises to the Lessor on the termination date in the condition they were in at the commencement date, fair wear and tear excepted;

"repairs" - everything which is required to be done in order to achieve the same goal as that envisaged in the definition of "maintenance", but which requires more labour and more expense than maintenance, such as the replacement of cables, taps, locks, floor tiles, geysers and the like. The parties are agreed that normal wear and tear can through time require repairs.

11.2. Responsibilities of the Lessor: -

- assessment rates and fixed municipal levies including all related increases;

- Any related insurance of the premises and the increases thereof;

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

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

- water and electricity consumption to the extent that these are not separately metered for the Lessee;

- municipal rates (existing and future) levied on ownership (including rates increases);

- installation and maintenance of the fire extinguishing and fire detection equipment as stipulated in clause 13; and

- the replacement of carpeting at the expiry of their agreed lifetime.

11.3. Responsibilities of the Lessee: -

- domestic cleaning of the interior of the premises
- the domestic services such as the provision of toilet paper, soap, towels, etc.;
- the costs of water and electricity consumption to the extent that these are separately metered;
- the costs of refuse removal and sanitary services;

11.4. In the event of the premises being a portion of a building and it consequently being necessary to determine the Lessee's pro rata share in respect of maintenance or consumption of necessary services, the pro rata share of the Lessee, for the purpose of this agreement, shall be determined by calculating the area of the premises as a fraction of the total area of the building. For the purpose of such calculation areas shall be determined from time to time by the Sapoa-method for the calculation of rentable areas. Where the pro rata share or portion thereof is payable to the Lessor, the Lessee shall pay on receipt of a properly substantiated account. The parties agree that the Lessee's pro rata share (as contemplated in this clause) is the percentage as indicated in Schedule 1

11.5. Should the Lessor fail to pay expenses or to undertake repairs the Lessee may remind the Lessor in writing, and should the Lessor still be in default thirty days after receipt of such reminder (or such longer period which the parties may have agreed upon) the Lessee shall be entitled to demand specific performance or to pay such expenses or to undertake such repairs and to recover the amounts thus disbursed from the rental due to the Lessor by set off or by legal action. A certificate by the Lessee of such expenses shall be prima facie proof thereof.

12. LIMITATION OF THE LIABILITY OF THE LESSOR:

12.1. The Lessor shall insure the building and shall maintain such insurance throughout the currency of the lease and any extension thereof. The Lessee may not after the commencement of the lease do, or allow anything that is contrary to the provisions, which will cause an increase in the premiums of any insurance policy held by the Lessor over the property.

12.2. Should the Lessee do or cause to be done anything that causes an increase in the premiums of such policy, the Lessee will be liable for the increase in the premiums occasioned by the actions of the Lessee. The Lessor shall furnish to the Lessee proof from the insurer.

12.3. The Lessor shall not be liable for any damage which the Lessee may suffer as a consequence of rain, wind, hail, lightning, fire, earthquake, storm, riots, strikes, actions by enemies of the State or in consequence of the interruption of any facility or service supplies to the premises by third parties, unless such damage is caused by the intent or negligence of the Lessor, his employees or agents.

12.4. The Lessor shall not be liable for any accident, injury or damage incurred by the Lessee, his employees, agents or visitors, in or near the premises, unless it is the result of intent or negligence on the part of the Lessor, his employees or agents.

13. FIRE FIGHTING EQUIPMENT AND LIFTS:

13.1. The Lessor shall be obliged to install, maintain and operate on the premises fire extinguishing and fire detection equipment complying with the National Building Regulations and Building Standards Act (Act 103 of 1977) as amended, and /or other applicable legislation.

13.2. The Lessor shall be obliged to maintain the lifts and ensure that regular checks are done in accordance with the Occupational Health and Safety Act (Act 85 of 1993) as amended and /or any other applicable legislation.

14. DAMAGE TO OR DESTRUCTION OF THE PREMISES:

14.1. In the event of the premises being destroyed and therefore rendered totally unfit for occupation, this lease shall be terminated automatically.

14.2. In the event of the premises being damaged and remaining partially suitable for the purposes of the Lessee, the parties shall have the right to terminate the agreement forthwith. Should the parties continue with the agreement, the Lessee shall be entitled to a reduction in rental to the extent to which the Lessee is deprived of the full use of the premises

15. BREACH:

15.1. In the event of either one of the parties committing a material breach of any of the terms of this agreement, and failing to remedy such material breach within a period of thirty (30) days, after receipt of a written notice from the other party calling upon the defaulting party to remedy the material breach complained of, then: -

15.1.1. the aggrieved party will be entitled, at his sole discretion, and without prejudice to any of his rights in law and/or in terms of this agreement, either to:

(a) claim specific performance and/or

(b) cancel the agreement and/or

(c) claim damages from the defaulting party.

16. MANAGEMENT RULES:

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

17. REASONABLE ACCESS:

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

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

18. CESSION, ASSIGNMENT AND SUB-LETTING:

18.1. The Lessee shall not, except with the prior written consent of the Lessor, which shall not be unreasonably withheld;

18.1.1. cede or assign all or any of the rights and obligations of the Lessee under this lease; or
18.1.2. sublet the premises in whole or in part; or
18.1.3. give up possession of the premises or any portion thereof to any third party;

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

19. NON-WAIVER:

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

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

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

20. SALE OF PREMISES:

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

20.2. Nothing shall prevent the Lessor from advertising the premises as "for sale" or as "to let" as long as it does not disturb the Lessee in its use and enjoyment of the premises.

21. STAMP DUTY:

21.1. The Lessor shall be liable for the payment of all administration costs in respect of the lease agreement.

21.2. The Lessor shall further be liable to pay stamp duty in terms of section 7(1) of the Stamp Duties Act (Act 77 of 1968).

21.3. The Lessor shall return a certified copy of the contract to the Lessee, duly signed and stamped, within thirty (30) days after affixing and cancelling the stamps.

22. TERMINATION:

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

23. WHOLE AGREEMENT:

23.1. This is the entire agreement between the parties.

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

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

24. *DOMICILIUM CITANDI ET EXECUTANDI*

24.1. The parties respectively choose as domicilium citandi et executandi and as the address for the serving of notices the address appearing opposite their names in Item 1 of Schedule 1.

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

24.2.1. is delivered by hand to the addressee's domicilium citandi et executandi shall be presumed to have been received by the addressee on the date of the delivery, until the contrary is proved;

24.2.2. is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium citandi et executandi, shall be presumed until

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

24.2.3. is faxed to the chosen fax number, will be presumed to be received unless the other party proves the contrary: -

24.2.3.1. within four (4) hours after being faxed during normal business hours;
or
24.2.3.2. if not faxed within normal business hours, at twelve o'clock on the first day of business that follows the day on which it was faxed.

24.2.3.3. within four (4) hours after being faxed during normal business hours; or

24.2.3.4. if not faxed within normal business hours, at twelve o'clock on the first day of business that follows the day on which it was faxed.

24.3. Either party shall be entitled, on seven (07) days notice to the other, to change the address of his *domicilium citandi et executandi.*

SIGNED AT_____ON THIS THE _____DAY OF _____ 20___

The witness:

Name of witness	Signature	Date

The witness:

Name of witness	Signature	Date

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

Name of Lessor / Representative	Signature	Date

SIGNED AT_____ON THIS THE _____DAY OF _____ 20___

The witness:

Name of witness	Signature	Date

The witness:

Name of witness	Signature	Date

The Departmental delegation: *(Duly authorised as per Departmental delegation)*

Name of Departmental delegation:	Signature	Date

SCHEDULE 1

Physical address Lessor:	
Postal address Lessor:	
Fax no:	
Physical address Lessee:	
Postal address Lessee:	
Premises Leased:	
Floor Area Leased (m^2):	
Storage (m^2):	
Parking:	
Adjustment date:	
Commencement date:	
Commencement rental:	
Escalation rate:	
Lease period:	
Lessor / Lessor's representative:	
VAT Registration No.:	
Pro- rata share:	
Renewal Period:	
Termination date:	
Use of premises:	
Life time of carpeting:	

SCHEDULE 2

Details of installations required by Lessee:

Installations:	Party to effect:	Party to pay:

Arrangements in respect of installations at termination:

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

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.

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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 fulfilment 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 cancelling 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 of not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide 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 on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any 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 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 the 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 count 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 pubic sector for a period not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its 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 antidumping 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 the 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 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 12 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

33. National Industrial Participation Programme (NIPP)

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.

Name of Bidder	Signature	Date

PA-10 (LS): IMPORTANT CONDITIONS OF BID

Bid no:	PLK24/20	**Closing date:**	25 June 2024
Advertising date:	31 May 2024	**Validity period:**	84 **days**

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

BIDDER'S SIGNATURE:

Name of Bidder	Signature	Capacity	Date

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

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
    - Black Youth % = _____%
    - Black Disabled % =_____%
    - Black Unemployed % =_____%
    - Black People living in Rural areas % = _____%
    - Black Military Veterans % =_____%

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	**Level Two** (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	**Level Four** (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date:_____

_____

Commissioner of Oaths
Signature & stamp

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

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

1. **GENERAL:**
   (a) This specification forms part of the written offer of the bidder and must be initialled and submitted with all other documents.

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

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

3. **SECURITY:**
   The following security measures shall be complied with:

   (a) All entrances to the building, which shall be limited to the minimum, must afford entry through one or more access control points.

   (b) External walls of all floors, up to at least 1 metre above floor level, shall be of a heavyweight structure such as 220mm thick brick or 190mm thick concrete.

4. **RECORD ROOMS:**
   (a) Record rooms shall be rooms with category 1 record room doors which can be opened from both sides and which comply with SABS Specification 949. Record room walls shall be of masonry of not less than 220mm thick or of concrete of not less than 150mm thick or of such structure approved by the Department of Public Works.

   (b) Record rooms may have no external windows and all ventilation openings in the walls shall be fitted with fire dampers approved by the Fire Prevention Officer of the Department of Public Works.

   (c) All keys shall be handed over to the Department of Public Works.

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

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

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

8. **DOORS, LOCKS AND KEYS:**

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

9. FLOOR COVERING:

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

10. POWER POINTS:

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

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

11. LIGHTING:

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

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

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

12. TELEPHONES:

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

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

13. TRUNKING:

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

14. FACILITIES FOR CLEANERS

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

15. TOILET FACILITIES:

The following norms shall be applied:

15.1. Males – staff and public

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

15.2. Females – staff and public

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

15.3. Physically challenged persons

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

16. MATERIAL AND FINISHES:

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

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

17. INSPECTION:

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

LIMPOPO: DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM: MOPANI DISTRICT: REGIONAL SHARED SERVICE CENTRE: NEW ACCOMMODATION

SERIAL NO	DESCRIPTION OF ROOM	PROPOSED PU	NORM PER PU	ASM	REMARKS
	ASSIGNABLE AREA				
	MOPANI				
	MOPANI REGIONAL SHARED SERVICE CENTRE				
1	DEPUTY DIRECTOR: REID, TENURE, LAND ACQUIS & RECAP, RID	3	16.00	48.00	
2	PROJECT CO-ORDINATOR: REID X10, LAND ACQUIS & RECAP X2, RID X4	17	16.00	272.00	
3	ASSISTANT DIRECTOR: PROJECT IMPLEMENTATION	1	12.00	12.00	
4	PROJECT COORDINATOR: PROPERTY HOLDING & DISPOSAL LEASES	2	16.00	32.00	
5	ASSISTANT DIRECTOR: ADMINISTRATION	2	12.00	24.00	
6	ASSISTANT DIRECTOR: QUALITY ASSURANCE	1	12.00	12.00	
	ADMINISTRATION				
7	SENIOR PROJECT OFFICER: REID X12, LAND ACQUIS & RECAP X4	24	8.00	192.00	
8	SENIOR PROJECT OFFICER: PROPERTY HOLDINGS X2 & DISPOSAL & LEASES X2	4	8.00	32.00	
9	SENIOR ADMINISTRATIVE OFFICER	1	8.00	8.00	
10	PROJECT OFFICER	2	8.00	16.00	
	SUPPORT SPACE				
11	BOARDROOM	1	40.00	40.00	
12	KITCHEN	2	6.00	12.00	
13	SECURITY CONTROL ROOM	1	20.00	20.00	
14	STRONG ROOM	1	20.00	20.00	
15	REGISTRY	1	50.00	50.00	
	TOTAL ASSIGNABLE AREA		ASM	790.00	
	NON ASSIGNABLE AREA (33%)			389.10	
	CIRCULATION, MAINTENANCE, DUTY AND STRUCTURAL SPACE				
16	RECEPTION AREA	1	30.00	30.00	
17	STORE ROOM	2	25.00	50.00	
18	SERVER ROOM	1	12.00	12.00	
19	HIRED VEHICLES	3			
20	PARKING FOR PERSONS WITH DISABILITIES	2			
21	PARKING FOR OFFICIALS	25			
22	PARKING FOR VISITORS	3			
23	B/ROOM F, DISABILITY FRIENDLY (1 ON EACH FLOOR)				
24	B/ROOM M, DISABILITY FRIENDLY (1 ON EACH FLOOR)				
	TOTAL GUIDELINE AREA			1271.10	
	TOTAL LETTABLE AREA FOR LEASE PURPOSES			1155.93	

COMPILED BY: _____

DATE: 2013/11/27

CHECKED BY: _____

DATE: 2013 -11- 28

VERIFIED BY _____

DATE: 29 November 2013

CONFIRMED: ACCOMMODATION PARTICULARS AND SPACE NORMS APPLIED

D/KAM (D & D): _____

DATE: 2013/12/17

ESTIMATED SPACE REQUIREMENTS FOR LEASING OF BUILDINGS Version 0.6 12.11.2020

1	PROJECT PARTICULARS						
	PROJECT :	DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: LEASE ACCOMMODATION GIYANE					
	FILE NO. :						
	LEASE PERIOD:	5 YEARS					
2	WORKSPACE						
	DESCRIPTION OF ROOM	NUMBER FTE'S	SPATIAL REQUIREMENTS	ASSIGNABLE SQUARE METER	NORM	CLIENT MOTIVATION	REMARKS
	EXECUTIVE MANAGEMENT INCL. MINISTERS				20-25m2		
	POST 1 (16)		25	-	25		
	SENIOR MANAGEMENT				16-20m2		
	POST 1 (15)		20	-	20		
	TECHNICAL & MANAGEMENT				8-18m2		
	POST 1 (14)		16	-	16		
	POST 2 (13)		14	-	14		
	POST 3 (11/12)	3	12	36	12		
	POST 4 (9/10)	23	10	230	10		
	POST 5 (7/8) (OPEN PLAN)	-	8	-	8		
	POST 5 (7/8) (OFFICE)	31	10	310	10		
	ADMINISTRATION				6-8m2		
	POST 1 (5/6)		8	-	8		
	POST 2 (3/4)		6	-	6		
	POST 3 (2)	-		-			
	TOTAL NET WORKINGSPACE (LESS CLEANERS)	57		576	-		<12m2
3	SUPPORT SPACE PER WORKSPACE AREA						
3.1	SUPPORT SPACE PER WORKSPACE AREA: A						
	BOARDROOM	1	40	40	40		ENTER NUMBER OF PERSONS UTILISING SPACE PER DAY
	KITCHEN	2	6	12	8		
	SECURITY CONTROL ROOM	1	20	20	20		
	RECEPTION AREA	1	30	30	30		
	STORE ROOM	2	25	50	25		
	STRONG ROOM	1	20	20			
	SERVER ROOM	1	12	12	12		
	REGISTRY	1	50	50	50		
	TOTAL NET SUPPORT SPACE A	10	-	234	<60%		
	NOTE. THIS GUIDE ONLY APPLIES TO TYPICAL OFFICE BLOCKS. EXCEPTIONS RELATING TO THE FUNCTION OF THE FACILITY MAY RESULT IN A PERCENTAGE ABOVE 60%. PLEASE NOTE IF THIS IS THE CASE						EG. IF THE OFFICE IS A BRANCH OFFICE, THE NUMBER OF STAFF IS LIMITED, FUNCTIONAL SPACE WILL HAVE TO BE ALLOWED, AND THIS WILL INCREASE THE RATIO
3,2	PARKING SPACE: SUPPORT SPACE B						
	STAFF PARKING	28					
	DISABLED PARKING	2					
	HIRED VEHICLE	3					
	VISITORS BAYS	3					
	TOTAL NUMBER OF PARKING SPACES	36					
4	CORE SPACE PER WORKSPACE AREA						
	ORGANISATION SUPPORT		60%	Max			50 TO 80 % OF WORK SPACE (SHOULD A HIGHER PERCENTAGE THAN 60% BE REQUIRED, A FULL MOTIVATION IS TO BE PROVIDED)
	CIRCULATION , TECHNICAL SUPPORT , FACILITIES MANAGEMENT AND ABLUTIONS ACC. SANS 10400	-	-	345,60			PROVIDE 1m2 PER CLEANER. MIN 8m2 PER REST ROOM WITH LOCKERS. PROVIDE ONE 6m2 CLEANER STORE ROOM PER 1350m2
5	LETTABLE AREA	-	-	1 155,60	-		

TOTALS REFLECTED ARE ESTIMATED SPACE TO INFORM ACQUISITION OF LEASE ACCOMMODATION
COST IMPLICATIONS & OTHER NOTES:
WATER TANK REQUIRED: YES /NO
GENERATOR REQUIRED: YES/NO
SECURITY MEASURES REQUIRED (BIOMETRIC/CARD SYSTEM/BURGLAR BARS/MOTION DETECTION/CAMERAS ETC): YES
OTHER:

COMPILED BY:

Lehlohonolo Nchabeleng	SAO		03/08/2022
Name	Rank	Signature	Date

CONFIRMED BY:

MM NIENABER	C ARCH		12 AUG 2022
Name	Rank	Signature	Date

APPROVED BY:

Name	Signature	Date

NOTES
A= SUPPORT SPACE
B= SUPPORT SPACE- PARKING SPACE

CORE SPACE PER WORKSPACE AREA
PERCENTAGE X TOTAL NETT WORKING SPACE
CORE SPACE PERCENTAGE CAN BE ALTERED TO ACCOMMODATE SPECIAL NEEDS OF THE CLIENTS. MINIMUN PARAMATER IS 50% AND MAXIMUM PARAMETER IS 80%. MOTIVATION TO BE PROVIDED IF OVER 60%

NOTE 1: THE NORM FOR LEVEL 5/6 AND 7/8 IS TO BE ACCOMMODATED IN OPEN OFFICES. SHOULD THE CLIENT REQUIRE AN OFFICE, A MOTIVATION MUST BE PROVIDED AN OFFICE SMALLER THAN 10 SQM IS NOT FUNCTIONAL
NOTE 2: TO ENABLE SPACES TO WORK PROPERLY/ FUNCTIONALLY/ USABLE, THE MINIMUM AREA IS PRESCRIBED IN THE COMMENT COLUMN. WHEN THE OFFICE PROVIDED FOR IS SMALL, THE AREAS WILL BE MULTIPLIED WITH THE STAFF NUMBERS AND THE RESULT WOULD BE A VERY SMALL AREA. IN THIS CASE THE AREA WILL BE TOO SMALL TO BE FUNCTIONABLE, THEREFORE THE GUIDE TO A MINIMUM AREA IS PROVIDED. IN THIS CASE ONE REPLACES THE FORMULA WITH THE RECOMMENDED MINIMUM AREA.

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

Do not change Assignable Square Meter formula