

BID ADVERTISEMENT FORM

| | | | | | | | | | | | |
|---|--|-----|---|---|---|---|---|---|---|------|---------|
| Bid description | PROCUREMENT OF OFFICE ACCOMMODATION AND PARKING FOR A PERIOD OF 9 YEARS 11MONTHS | | | | | | | | | | |
| Bid number | DBN22/01/01 (Cost of document R100) | | | | | | | | | | |
| Name of institution | Public Works | | | | | | | | | | |
| Tender Type (RFQ/RFP/RFI) | RFQ | | | | | | | | | | |
| Province / National | National | | | | | | | | | | |
| The place where goods, works or services are required | DEPT. OF LABOUR: PONGOLA | | | | | | | | | | |
| Opening date | Date | 2 | 0 | 2 | 2 | 0 | 1 | 1 | 4 | Time | 7:30am |
| Closing date and time | Date | 2 | 0 | 2 | 2 | 0 | 2 | 0 | 9 | Time | 11:00am |
| | Postal address | | | | Private Bag X 54315 Durban 4000 | | | | | | |
| | Physical address | | | | Outside Room 5 , SCM banking hall/ Tender Box Hall, Cnr Dr Pixley KaSeme (West Street) and Samora Machel (Aliwal Street) in Durban | | | | | | |
| | Tel | | | | 031-314 7276 | | | | | | |
| | Fax | | | | | | | | | | |
| Contact person | Name | | | | Ms. Slindile Makhaye | | | | | | |
| | email | | | | Slindile.Makhaye@dpw.gov.za | | | | | | |
| | Tel | | | | 031-314 7276/ 076 9922 169 | | | | | | |
| Where bids should be delivered | Outside Room 5, SCM banking hall / Tender Box Hall, Cnr Dr Pixley KaSeme (West) and Samora Machel (Aliwal) Street in Durban | | | | | | | | | | |
| Category <i>(refer to annexure A)</i> | ACCOMMODATION, Leasing | | | | | | | | | | |
| Sector | GENERAL | | | | | | | | | | |
| Region | KZN | | | | | | | | | | |
| Compulsory briefing session/site visit | Yes / No | No | | | | | | | | | |
| | Date | n/a | | | | | | | | | |
| | Time | n/a | | | | | | | | | |
| | Venue | n/a | | | | | | | | | |

| | | |
|--|------|--|
| | Link | Tender documents obtainable for free from http://www.publicworks.gov.za |
|--|------|--|

ANNEXURE A: COMMODITY CATEGORIES

- ACCOMMODATION, Leasing of
- AUDIO VISUAL EQUIPMENT
- BUILDING MATERIAL
- CHEMICALS: Agricultural/Forestry/Laboratory/ Water Care
- CLOTHING/TEXTILES
- COMPUTER EQUIPMENT
- COMPUTER SOFTWARE
- ELECTRICAL EQUIPMENT
- ELECTRONIC EQUIPMENT
- FURNITURE
- GENERAL
- MEDICAL
- OFFICE EQUIPMENT: Labour-saving devices
- PERISHABLE PROVISIONS
- STATIONERY/PRINTING
- STEEL
- TIMBER
- VEHICLE (all types)
- WORKSHOP EQUIPMENT

SERVICES

- BUILDING
- CIVIL
- ELECTRICAL
- FUNCTIONAL (including cleaning/security services)
- GENERAL
- MAINTENANCE (Electrical, mechanical equipment and plumbing)
- MECHANICAL
- PROFESSIONAL
- REPAIR AND MAINTENANCE OF VEHICLES
- TRANSPORT
- OTHER

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

BID NUMBER: DBN22/01/01

CLOSING TIME: 11H00 A.M

ADVERT DATE: 14/01/2022

PRICE OF DOCUMENT: R100.00

CLOSING DATE: 09/02/2022

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

The Tax Clearance Certificate for Bid Purposes from the Receiver of Revenue and the DPW-08.3(LS): Form of offer and acceptance **MUST** be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

BID DOCUMENTS MAY BE POSTED TO

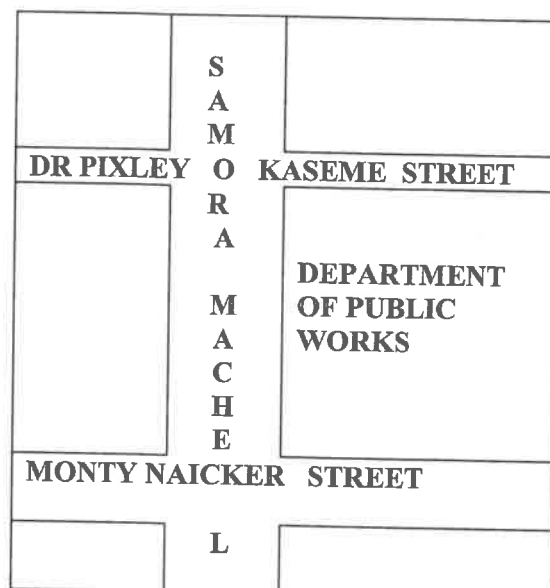
BID SECTION
DEPARTMENT OF PUBLIC WORKS
Private Bag X54315
DURBAN
4000

ATTENTION: BID SECTION: ROOM NO. 5
(ACCESS IMMEDIATELY NEXT TO MAIN ENTRANCE &
SECURITY CONTROL TO PROCUREMENT BANKING HALL)

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

OR

THE BID DOCUMENTS MAY BE DEPOSITED IN A BID BOX
OUTSIDE ROOM NO. 5 , AT SCM BANKING HALL/TENDER BOX
HALL, CNR WEST (DR PIXLEY KASEME) AND ALIWAL (SAMORA
MACHEL) STREETS, DURBAN



Project related enquiries: Slindile Makhaye (031) 314 7276 / Itumeleng Van Rooi (031) 314 7033

Administrative Enquiries: Ms. Sibongile Shangase (031-314 7323) / Ms. Senzeni Masondo at (031-314 7078)

The Durban Regional Office of the Department of Public Works is open **Mondays to Fridays: 07:30 – 12:30 / 13:30 – 16:00.**

For Tender purchasing cashier's office is open **Mondays to Fridays: 07:30 – 12:30/ 13:30 – 15:00.**

NB.: Late Bids/Quotes will, as a rule will NOT be accepted for consideration.

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

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

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

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE WITH BID/QUOTE NUMBER & CLOSING DATE CLEARLY MARKED.

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/bids/>

Map DRO Nov 2005

PA-09 (LS): LIST OF RETURNABLE DOCUMENTS

| | | | |
|------------------------------|--|------------------------|-------------|
| Property description: | <i>Durban Regional Office: Department of Labour: Procurement Of Office Accommodation (existing building) at a Total Lettable Area for Lease Purpose Of 100 m² with 1 Parking Bay for a Period Of 9 Years 11 months.</i> | | |
| Property Manager: | Slindile Makhaye | Bid / Quote no: | DBN22/01/01 |

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

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

| Bid Document Name: | Number of Pages: | Returnable document: |
|--|-------------------------|---|
| PA-04(LS):NOTICE AND INVITATION TO BID | 5 Pages | <input type="checkbox"/> |
| DPW-08.3(LS): BID OFFER | 6 Pages | <input type="checkbox"/> |
| DPW-08.4(LS/EP) BID OFFER TENANT INSTALLATION | 1 Pages | <input type="checkbox"/> |
| DPW-06(LS): LEASE AGREEMENT | 12 Pages | <input type="checkbox"/> |
| DPW-11.1(LS): SPECIFICATION OF MINIMUM REQUIREMENTS | 3 Pages | <input type="checkbox"/> |
| DPW-12(LS) : COMPLIANCE WITH ACTS, REGULATIONS | 1 Pages | <input type="checkbox"/> |
| PA-01(LS) :PROCUREMENT STRATEGY | 8 Pages | <input type="checkbox"/> <i>25</i> |
| PA-10(LS): IMPORTANT CONDITIONS OF BID | 1 Pages | <input type="checkbox"/> |
| PA-10: GENERAL CONDITIONS OF CONTRACT | 10 Pages | <input type="checkbox"/> |
| PA-11: DECLARATION OF INTEREST & BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES | 4 Pages | <input type="checkbox"/> |
| PA-14 : MEDICAL CERTIFICATE FOR CONFIRMATION OF PERMANENT DISABILITY | 1 Pages | <input type="checkbox"/> |
| PA-15.1: RESOLUTION OF BOARD OF DIRECTORS | 2 Pages | <input type="checkbox"/> |
| PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURE | 2 Pages | <input type="checkbox"/> |
| PA-15.3 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURE | 3 Pages | <input type="checkbox"/> |
| PA-16: PREFERENCE POINTS CLAIM FORM | 6 Pages | <input type="checkbox"/> |
| PA-29: CERTIFICATION OF INDEPENDENT BID DETERMINATION | 4 Pages | <input type="checkbox"/> |
| PA-40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT | 2 Pages | <input type="checkbox"/> |
| SCOPE OF REQUIREMENTS | 7 Pages | <input type="checkbox"/> |
| DEPARTMENT OF LABOUR'S CORPORATE COLOURS | 1 Pages | <input type="checkbox"/> |
| NORM DOCUMENT | 1 Pages | <input type="checkbox"/> |
| | Pages | <input type="checkbox"/> |
| | Pages | <input type="checkbox"/> |
| | Pages | <input type="checkbox"/> |
| | Pages | <input type="checkbox"/> |
| | Pages | <input type="checkbox"/> |



| | | |
|----------------|-----------|------|
| | | |
| Name of Bidder | Signature | Date |

**PA-04 (LS): NOTICE AND INVITATION TO BID****THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR PROVISION OF:**

| | | | |
|------------------------------|---|-------------------------|------------|
| Property description: | <i>Durban Regional Office: Department of Labour: Procurement Of Office Accommodation (existing building) at a Total Lettable Area for Lease Purpose Of 100 m² with 1 Parking Bay for a Period Of 9 Years 11 months.</i> | | |
| Bid no: | DBN22/01/01 | | |
| Advertising date: | 14/01/2022 | Closing date: | 09/02/2022 |
| Closing time: | 11:00 a.m. | Validity period: | 90 days |

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

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender). |
| <input checked="" type="checkbox"/> | The (DPW-08 (LS)): Bid offer must be clearly completed by the bidder, with clear specification of the financial offer in terms of rental and tenant installation allowance offered by bidder and the bid documents should be duly signed in ink, by the bidder. The offer should be submitted as per the bid questionnaire which forms part of the bid documents. |
| <input checked="" type="checkbox"/> | The building must be within the geographic boundaries specified in the bid documents |
| <input checked="" type="checkbox"/> | Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture. |
| <input checked="" type="checkbox"/> | Submission of (PA-11): Declaration of Interest and Bidder's Past Supply Chain Management Practices.. |
| <input checked="" type="checkbox"/> | Submission of (PA-29): Certificate of Independent Bid Determination. |
| <input checked="" type="checkbox"/> | Submission of other compulsory returnable schedules / documents as per (PA-09 (LS)): List of returnable documents. |
| <input checked="" type="checkbox"/> | <i>The bidder or owner must attach proof of ownership (Title deed), mandate letter/proof if agent with copy of Title deed and certified copies of ID of the owner, or purchase/sale agreement with copy of Title deed and certified copies of ID of the owner if buyer..</i> |
| <input type="checkbox"/> | Compliance to Local Production and Content requirements |
| <input checked="" type="checkbox"/> | Registration on National Treasury 's Central Supplier Database (CSD) |
| <input checked="" type="checkbox"/> | Compliance with Pre-qualification criteria for Preferential Procurement (Item 5.2 must be completed) |
| <input checked="" type="checkbox"/> | Use of correction fluid is prohibited |
| <input checked="" type="checkbox"/> | Submission of a letter signed by a suitable SACAP registered Architectural Professional as per South African Property Owners Association (SAPOA) method confirming the required lettable space of 100sqm and 1 parking bay as well as the grading certificate. |
| <input checked="" type="checkbox"/> | <i>Submission of original BBBEE certificate/ sworn affidavit attested by Commissioner of Oath / certified copy of South African National Accreditation system (SANAS) approved BBBEE Certificate, valid at the time of closing.(Subject to verification)</i> |
| <input checked="" type="checkbox"/> | <i>Submission of Zoning Certificate issued by the relevant local Municipality confirming the property can accommodate the nature of the service required.</i> |

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

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Category A - refers to segment where a property is owned by an enterprise(s)/ individual(s) which are not less than: <ul style="list-style-type: none"> a. 51% Black-ownership b. 51% Black-management c. 51% Black controlled ; and d. With a B-BBEE certificate status level 4 or above assessed in terms of the Property Sector codes |
| <input type="checkbox"/> | Category B – refers to a segment where a property is owned by an enterprise(s)/ individual(s) which have not less than : <ul style="list-style-type: none"> a. 20% Black- ownership; b. 20% Black management c. 20% Black Controlled ; and d. With a B-BBEE certificate status level 4 or above assessed in terms of the Property Sector Codes |
| <input type="checkbox"/> | Category C – refers to a segment where a property is owned by an enterprise(s)/ individual(s) with less than <ul style="list-style-type: none"> a. 20% Black- ownership; b. 20% Black management c. 20% Black Controlled ; and d. With a B-BBEE certificate status level 4 or above assessed in terms of the Property Sector Codes |
| <input type="checkbox"/> | Category D – refers to property funds listed on the Stock Exchange : <ul style="list-style-type: none"> 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 |

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

| | | |
|---|--|--|
| <input checked="" type="checkbox"/> 80/20 Preference points scoring system | <input type="checkbox"/> 90/10 Preference points scoring system | <input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system |
|---|--|--|

| | |
|--------------------------|-------------|
| Price: | |
| Price: | % of |
| Total must equal: | 100% |

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



| Functionality criteria: | Weighting factor: |
|--|-------------------|
| <p>FUNCTIONALITY FOR EXISTING BUILDING. LOCATION</p> <p>An already existing building that will be renovated to client's specification. The building or site must be located in the Phongola CBD and must be commercially zoned.</p> <p>CBD =15 points CBD Periphery = 10points Industrial = 0 point Residential =0 point</p> | 25 |
| <p>SUITABILITY (Building)</p> <p>The secured building should be able to cater for the required space of 100 m² on the same floor & 1 parking on site =15 points</p> <p>If the secured building is multi-tenanted with multiple floors & 1 parking on site =10 points</p> | 25 |
| <p>FUNCTIONALITY FOR EXISTING BUILDING</p> <p>Accessibility</p> <p>The premises must comply with the South African National Standards SANS10400, Occupational Health and Safety Act no 85 of 1993 with Regulations and approved by South African Bureau of Standards (SABS) with the facilities for physically challenged</p> <p>For a multi storey building</p> <p>Ramp and lift = 2 points Ramp and lift plus Ablutions (including paraplegic) =3 points Ramp and lift plus Parking (including paraplegic) = 4 points Ramp and lift, Parking plus Ablution (including paraplegic) =6 points</p> <p>For a single storey building</p> <p>Ramp = 2 points Ramp plus Ablutions = (including paraplegic = 3 points Ramp plus Parking=(including paraplegic) = 4 points Ramp, Parking plus Ablutions(including paraplegic) =6 points</p> | 15 |
| <p>FUNCTIONALITY FOR EXISTING BUILDING</p> <ul style="list-style-type: none"> Building Specification <p>Stand-alone = 7 points Ground floor on multi-tenant with separate entrance =3 points In between floors = 0 points</p> | 10 |
| <p>FUNCTIONALITY FOR EXISTING BUILDING</p> <ul style="list-style-type: none"> Suitability (security) <p>Burglar proofing (windows and doors) and fencing =10 points Burglar proofing (windows and doors) = 5 points No burglar proofing (windows and doors) and no fencing= 0 points</p> | 15 |
| <p>FUNCTIONALITY FOR EXISTING BUILDING</p> <ul style="list-style-type: none"> Energy efficiency <p>Sensor light, LED bulbs and standby Generator = 4 points Sensor lights and standby Generator = 3 points LED bulbs and standby Generator = 3 points Sensor light and LED bulbs(no standby generator) =0 points</p> | 10 |

| | |
|--------------|-------------------|
| | |
| | |
| | |
| | |
| Total | 100 Points |

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

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

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

1. COLLECTION OF BID DOCUMENTS:

- ☒ Bid documents may be collected during working hours at the following address National Department of Public Works: Durban Corner Pixley KaSeme & S.
- ☒ A non-refundable bid deposit of R 100 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 **NDPW: DURBAN REGIONAL OFFICE CORNER ALIWAL & WEST STREET DURBAN** on **dd/mm/yyyy** starting at **11H 00**. Venue **GROUND FLOOR BOARDROOM**. (If applicable)

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

| | | | |
|------------------------|-----------------------------|----------------------|-------------|
| Contact person: | Slindile Makhaye | Telephone no: | 031-3147276 |
| Cell no: | 0769922169 | Fax no: | 0865925972 |
| E-mail: | slindile.makhaye@dpw.gov.za | | |

3. DEPOSIT / RETURN OF BID DOCUMENTS:



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

- 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: THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 54315 DURBAN 4000 ATTENTION: PROCUREMENT SECTION: ROOM 5 <i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i> | OR | DEPOSITED IN THE TENDER BOX AT: OUTSIDE ROOM NO. 5. AT SCM BANKING HALL/TENDER BOX HALL, CNR WEST (DR PIXLEY KASEME) AND ALI WAL (SAMORA MACHEL) STREETS, DURBAN |
|---|----|--|

4. COMPILED BY:

| | | |
|--------------------------|---|------------|
| MUMELENG VAN ROOI |  | 22/12/2021 |
| Name of Property Manager | Signature | Date |

**DPW – 08.3 (LS): BID OFFER – OFFICE ACCOMMODATION VARIOUS OPTIONS BASED ON BEE PERCENTAGE**

| | | | |
|--------------------------|-------------|-------------------------|------------|
| Bid no: | DBN22/01/01 | Closing date: | 09/02/2022 |
| Advertising date: | 14/01/2022 | Validity period: | 90 days |

1. ACCOMMODATION PARTICULARS

| | |
|---|----------------|
| Name of Company | |
| BEE shareholding % in Company owning property offered. Provide relevant certified documents, i.e. (Members register, CK1/ CK2) | % |
| 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 | |

A. FIRST OFFER: 0 – 2 YEAR LEASE (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 | | |
| VAT | R | | |
| Total (2) | R | | |
| Escalation rate | % | % | |
| Total (1+2) | R | | R / bay |



| | | | |
|--|---|---|--|
| Minimum of R350/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 | R | |
|--|---|---|--|

2. RESPONSIBILITIES

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

| 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 |
|--------------------------------|-------|--------|--------------------------|
| 2.4.1. Contract costs | | | |
| 2.4.2. Stamp duty | | | |
| 2.4.3. Fire fighting equipment | | | |
| 2.4.4. Cost of alterations | | | |

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

**B. FIRST OFFER: 3 – 6 YEAR LEASE (BIDDERS WITH 51 % – 60 % BEE)**

| | Offices | Stores | Parking |
|-------------------------|----------------|----------------|---------|
| Lettable area | m ² | m ² | |
| Parking bays | | | |
| | | | |
| Rental per month | 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 | R /m ² | |
| VAT | R /m ² | R /m ² | |
| Total (2) | R /m ² | R /m ² | |
| Escalation rate | Same as above | | |
| Total (1+2) | R /m ² | R /m ² | R /bay |

| | | | |
|--|---|---|--|
| Minimum of R350/m ² (VAT excl.) for T.I. excluding electrical/ mechanical/ structural items, which are Landlord's responsibility as well as providing certificates of compliance. | R | R | |
|--|---|---|--|

3. RESPONSIBILITIES

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

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



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

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

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

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

C. FIRST OFFER: 7 – 10 YEAR LEASE (BIDDERS WITH 61 % – 100 % BEE)

| | Offices | Stores | Parking |
|------------------|----------------|----------------|---------|
| Lettable area | m ² | m ² | |
| Parking bays | | | |
| Rental per month | R | | R |
| VAT per month | R | | R |
| Total per month | R | | R |

| | | | |
|-----------------|-------------------|-------------------|--------|
| Tariffs | R /m ² | R /m ² | R /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 | R /m ² | R /bay |
| VAT | R /m ² | R /m ² | R /bay |
| Total (2) | R /m ² | R /m ² | R /bay |
| Escalation rate | | | |
| Total (1+2) | R /m ² | R /m ² | R each/bay |

| | | | |
|--|---|---|--|
| Minimum of R450/m ² (VAT excl.) for T.I. excluding electrical/ mechanical/ structural items, which are Landlord's responsibility as well as providing certificates of compliance. | R | R | |
|--|---|---|--|

4. RESPONSIBILITIES

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

| 4.1. Services | State | Lessor | Estimated cost per month |
|----------------------------------|-------|--------|--------------------------|
| 4.1.1. Water consumption | | | |
| 4.1.2. Electricity consumption | | | |
| 4.1.3. Sanitary services | | | |
| 4.1.4. Refuse removal | | | |
| 4.1.5. Domestic cleaning service | | | |
| 4.1.6. Consumable Supplies | | | |

| 4.2. Maintenance | State | Lessor | Estimated cost per month |
|------------------------------------|-------|--------|--------------------------|
| 4.2.1. Internal maintenance | | | |
| 4.2.2. External | | | |
| 4.2.3. Garden (If applicable) | | | |
| 4.2.4. Air conditioning | | | |
| 4.2.5. Lifts | | | |
| 4.2.6. Floor covering: normal wear | | | |

| 4.3. Rates and Insurance | State | Lessor | Estimated cost per month |
|-------------------------------------|-------|--------|--------------------------|
| 4.3.1. Municipal rates & Increases | | | |
| 4.3.2. Insurance & Increases | | | |
| 4.3.3. SASRIA insurance & Increases | | | |



| 4.4. Other Responsibilities | State | Lessor | Estimated cost per month |
|--------------------------------|-------|--------|--------------------------|
| 4.4.1. Contract costs | | | |
| 4.4.2. Stamp duty | | | |
| 4.4.3. Fire fighting equipment | | | |
| 4.4.4. Cost of alterations | | | |

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

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

5. NATIONAL BUILDING REGULATIONS:

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

6. PARTICULARS FOR PAYMENT OF RENTAL:

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

7. 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 |



DPW – 08.4 (LS/EP): BID OFFER – EPWP/NYS ON LEASING TENANT INSTALLATION (TI)

| | | | |
|---------|-------------|---------------|------------|
| Bid no: | DBN22/01/01 | Closing date: | 09/02/2022 |
|---------|-------------|---------------|------------|

1. ACCOMMODATION PARTICULARS

| | |
|--|----------------|
| BEE shareholding % in Company owning property offered. (Provide relevant certified documents, i.e. (Members register, CK1 / CK2) | % |
| Erf no./ Name and address of building | |
| Town where building is situated | |
| Gross floor area of accommodation | m ² |
| Lease period | years |
| Total amount of refurbishment | R |
| Projected period of refurbishment | months |

2. EPWP/NYS IN TENANT INSTALLATION (TI)

(NOTE: COMPULSORY FOR BIDDERS TO COMPLETE LAST COLUMN)

| TI AMOUNT | MINIMUM NUMBER OF EPWP/NYS EXPECTED | NUMBER OF EPWP/NYS BIDDER WILL EMPLOY |
|---------------|-------------------------------------|---------------------------------------|
| R2 m – R9 m | 50 labourers | |
| R10 m – R19 m | 100 labourers | |
| R20 m – R49 m | 200 labourers | |
| R50 m – R99 m | 300 labourers | |
| R100 m + | 500 labourers | |

| | | |
|--------------|---------------------|------|
| | | |
| Company name | Representative name | Date |



DPW-06 (LS): LEASE AGREEMENT

INDEX

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

LEASE

1. PARTIES:

The parties to this agreement are:

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

AND

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

2. 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 Sapo-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 / Representative** *(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 (m²): | |
| Storage (m²): | |
| Parking: | |
| Adjustment date: | |
| Commencement date: | |
| Commencement rental: | |
| Escalation rate: | |
| Lease period: | |
| Lessor / Lessor's representative: | |
| VAT Registration No.: | |
| Pro- rata share: | |
| Renewal Period: | |
| Termination date: | |
| Use of premises: | |
| Life time of carpeting: | |

**SCHEDULE 2**

Details of installations required by Lessee:

| Installations: | Party to effect: | Party to pay: |
|----------------|------------------|---------------|
| | | |
| | | |
| | | |
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| | | |

Arrangements in respect of installations at termination:



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

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

1. GENERAL:

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

2. CONSTRUCTION AND APPEARANCE OF BUILDING:

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

3. SECURITY:

The following security measures shall be complied with:

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

4. RECORD ROOMS:

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

5. ROOM AREAS AND PARTITIONS:

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

6. PASSAGE WIDTH:

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

7. FLOOR TO CEILING HEIGHTS:

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

8. DOORS, LOCKS AND KEYS:



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

9. FLOOR COVERING:

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

10. POWER POINTS:

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

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

11. LIGHTING:

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

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

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

12. TELEPHONES:

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

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

13. TRUNKING:

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

14. FACILITIES FOR CLEANERS

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

15. TOILET FACILITIES:

The following norms shall be applied:

15.1. Males – staff and public

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



15.2. Females – staff and public

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

15.3. Physically challenged persons

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

16. MATERIAL AND FINISHES:

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

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

17. INSPECTION:

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

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

| | | | |
|--------------------------|-------------|-------------------------|------------|
| Bid no: | DBN22/01/01 | Closing date: | 09/02/2022 |
| Advertising date: | 14/01/2022 | Validity period: | 90 days |

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

I, _____ duly authorised to represent
 _____ (the bidders name) acknowledge that I as

_____ shall ensure that _____ (description of the property in question) complies in every respect with the requirements of the following Acts, Regulations and By - Laws:

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

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

| | | |
|--|-----------|------|
| | | |
| Name owner / authorised representative | Signature | Date |

1. WITNESS:

| | | |
|-----------------|-----------|------|
| | | |
| Name of witness | Signature | Date |

2. WITNESS:

| | | |
|-----------------|-----------|------|
| | | |
| Name of witness | Signature | Date |

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

| | | | |
|--------------------------|-------------|-------------------------|------------|
| Bid no: | DBN22/01/01 | Closing date: | 09/02/2022 |
| Advertising date: | 14/01/2022 | Validity period: | 90 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 |

PA-10: General Conditions of Contract (GCC)

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.

TABLE OF CLAUSES

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

PA-10: General Conditions of Contract (GCC)

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.



PA-10: General Conditions of Contract (GCC)

- 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

PA-10: General Conditions of Contract (GCC)

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.

PA-10: General Conditions of Contract (GCC)

- 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

PA-10: General Conditions of Contract (GCC)

- (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

PA-10: General Conditions of Contract (GCC)

- 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:

PA-10: General Conditions of Contract (GCC)

- (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 court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 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.

PA-10: General Conditions of Contract (GCC)

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.

PA-10: General Conditions of Contract (GCC)

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

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

| | | | |
|-----------------------|--|----------------------|---------------------|
| Project title: | <i>Durban Regional Office: Department of Labour: Procurement Of Office Accommodation (existing building) at a Total Lettable Area for Lease Purpose Of 100 m² with 1 Parking Bay for a Period Of 9 Years 11 months.</i> | | |
| Bid no: | DBN22/01/01 | Reference no: | 24/2/1/2/12/6321/90 |

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

1. CIDB REGISTRATION NUMBER (if applicable)

| |
|--|
| |
|--|

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

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

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity number:.....

3.3 Position occupied in the Company (director, trustees, shareholder² ect)

3.4 Company Registration Number:

3.5 Tax Reference umber:.....

3.6 VAT Registration Number:

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



¹ "State" means –

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

² "Shareholder" means –

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

3.7 Are you or any person connected with the bidder presently employed by the state?

☐ YES ☐ NO

3.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:

.....
.....

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months?

☐ YES ☐ NO

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

.....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

☐ YES ☐ NO

3.9.1 If so, furnish particulars.

.....
.....

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other)



between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? ☐ YES ☐ NO

3.10.1 If so, furnish particulars.

.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? ☐ YES ☐ NO

3.11.1 If so, furnish particulars:

.....

4. Full details of directors / trustees / members / shareholders.

| Full Name | Identity Number | Personal Tax Reference Number | State Employee Number / Persal Number |
|-----------|-----------------|-------------------------------|---------------------------------------|
| | | | |
| | | | |
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| | | | |

5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

| | | | |
|-----|--|------------------------------|-----------------------------|
| 5.1 | Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied). | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|-----|--|------------------------------|-----------------------------|



| | | | |
|-----|---|---------------------------------|-----------------------------|
| 5.2 | If so, furnish particulars: | | |
| 5.3 | Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5.4 | If so, furnish particulars: | | |
| 5.5 | Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5.6 | If so, furnish particulars: | | |
| 5.7 | Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5.8 | If so, furnish particulars: | | |

6. CERTIFICATION

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

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

| | | | |
|---------------------------|-----------|------|----------|
| | | | |
| Name of Tenderer / bidder | Signature | Date | Position |

This form has been aligned with SBD4 and SBD 8

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

| | | | |
|-------------------------|--|----------------------|----------------------------|
| Project title: | <i>Durban Regional Office: Department of Labour: Procurement Of Office Accommodation (existing building) at a Total Lettable Area for Lease Purpose Of 100 m² with 1 Parking Bay for a Period Of 9 Years 11 months.</i> | | |
| Tender / Bid no: | <i>DBN22/01/02</i> | Reference no: | <i>24/2/1/2/12/6321/90</i> |

I, _____ (surname and name),
identity number, _____ do hereby declare that I am a registered medical
practitioner, with my practice number being _____, practising at

(Physical or postal addresses)
declare that I have examined Mr. / Ms. _____,
identity number _____ and have found the said person to be
permanently disabled or having a recurring disability.

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

The nature of the disability is as follows:

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

Signature _____

Date _____

OFFICIAL STAMP OF
MEDICAL PRACTITIONER

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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|----|--|--|--|
| 15 | | | |
| 16 | | | |
| 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 all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)



Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____



Special Resolution of Consortia or Joint Ventures: PA-15.3

| | Name | Capacity | Signature |
|----|------|----------|-----------|
| 1 | | | |
| 2 | | | |
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| 10 | | | |
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| 13 | | | |
| 14 | | | |
| 15 | | | |

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

Note:

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

PA16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

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

1.2. The value of this bid is estimated to **Select** R50 000 000 (all applicable taxes included) and therefore the... **Select Points**system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

POINTS

1.3.1.1 **PRICE**

Select Price Points

1.3.1.2 **B-BBEE STATUS LEVEL OF CONTRIBUTION**

Select B-BBEE Level

Total points for Price and B-BBEE must not exceed

100

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

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

2. DEFINITIONS

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



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

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration



Pmin = Comparative price of lowest acceptable bid

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

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

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

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

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

8 SUB-CONTRACTING (relates to 5.5)

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME/ a QSE YES / NO (delete which is not applicable)

| Designated Group: An EME or QSE which is at last 51% owned by: | EME √ | QSE √ |
|---|----------|----------|
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

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".

For Internal Use

Effective date 20 September 2021

Page 5 of 6
Version: 1.4



[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1.

2.

.....
.....
SIGNATURE(S) OF BIDDER(S)

DATE:..... ADDRESS:.....

.....

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

| | | | |
|-----------------------|--|----------------------|---------------------|
| Project title: | Durban Regional Office: Department of Labour: Procurement Of Office Accommodation (existing building) at a Total Lettable Area for Lease Purpose Of 100 m ² with 1 Parking Bay for a Period Of 9 Years 11 months. | | |
| Bid no: | DBN22/01/01 | Reference no: | 24/2/1/2/12/6321/90 |

INTRODUCTION

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

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

Certification of Independent Bid Determination: PA-29

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:

Certification of Independent Bid Determination: PA-29

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

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

Certification of Independent Bid Determination: PA-29

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

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

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

| | | | |
|----------------|-----------|------|----------|
| | | | |
| Name of Bidder | Signature | Date | Position |

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer

☐ EME¹
☐ QSE²
☐ Non EME/QSE (tick applicable box)

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

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

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

2. DECLARATION:

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

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

Signed by the Tenderer

| | | |
|-------------------------------|------------------|-------------|
| | | |
| Name of representative | Signature | Date |



SCOPE OF REQUIREMENTS LEASE of OFFICE ACCOMMODATION TENDER/BID: DBN22/01/01

The bidder is required to sign and submit this document to confirm that his/her property will comply with the specification as tabled in this document. The bidder is compelled to submit documents for specification requirement marked 'X' as returnable documents. The same are tabled on PA09 as returnable documents.

| Item | Description | Returnable documents |
|------|--|----------------------|
| 1. | The tender must be accompanied by a sketch plan that indicates; (i) A layout plan which meets the client's need in terms of the approved space and norms. <i>(The sketch plan must be functional; the sketch plan maybe redefined at a later stage at the landlord's cost).</i> (ii) The floor area of rooms/offices must be indicated on the plan. (iii) The minimum floor to ceiling height must be 2400mm <i>unless otherwise specified by the lessee.</i> | X |
| 2. | Confirmation of the rentable area (issued by a registered Architect), as per SAPOA method of calculating rentable space. | X |
| 3. | Total rentable area (as per attached norm document) on Ground Floor = 100m² | |
| 4. | Balance of Total lettable area on remainder of the floors = 0 | |
| 5. | Undercover lockup garages within the site = 0 | |
| 6. | Undercover car parking bays within the site = 01 bay | |
| 7. | Undercover car parking bays allocated for disable drivers = 0 | |
| 8. | Open car parking on site = 0 | |
| 9. | The zoning certificate from the local municipality for the tendered building must be provided. | X |
| 10. | Proof of ownership / sale agreement for the tendered building to be provided. | X |
| 11. | The entire building must be paraplegic friendly and fully accessible before occupation. | |

| Entity name | Signature of owner / Authorised Representative | Date |
|-------------|--|------|
| | | |



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

| | | |
|-----|--|--|
| 12. | The building must be accessible through public transport and be within the following geographic boundaries DURBAN CBD OR PERIPHERY | |
| 13. | The entire building must be compliant with the National Building Regulations before occupation. | |
| 14. | Professional team for planning and execution of tenant installations is at the bidder's account. | |
| 15. | <p>The following applicable certification is to be provided prior to the occupation of the building:</p> <ul style="list-style-type: none"> • A Structural Engineers stability certificate. • A gangnail roof truss design certificate by a professional engineer. • Glazing certificate from SAGGA. • A SAPOA certificate. • An Electrical compliance certificate. • Plumbing certificate. • Fire fighting equipment certificate. • An occupational certificate by the Local Authority. • Airconditioning Certificate with regards to air velocity/fresh air, etc. • An anthropologists Certificate. • A fire clearance certificate from the Local Authority / Fire dept. if the building falls under the jurisdiction of a Local Authority. • A fire clearance certificate from a Consulting Architect / Fire specialist if the building does not fall under the jurisdiction of a Local Authority. | |
| 16. | <p>GENERAL</p> <p>(a) The layout of the building will have to comply with the following:</p> <p>(i) The provision of natural light and ventilation throughout the building will be an advantage.</p> <p>(ii) Buildings deep in floor plans should be provided with light wells, atriums, etc. to promote natural light and ventilation into the building.</p> <p>(iii) Buildings should not be deeper in floor plan than 2 offices on either side of a passage. The offices must be provided with adequate operable windows.</p> | |

| Entity name | Signature of owner / Authorised Representative | Date |
|-------------|--|------|
| | | |



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

| | | |
|-----|---|--|
| | <ul style="list-style-type: none"> (iv) Buildings must be designed to eliminate “sick building syndrome”. (v) The proposed accommodation has to made secured. Access to the lease premises must be controlled by the client (vi) To avoid traffic jams, ingress and egress into sites must be of a 2 way driveways. (vii) The floor to ceiling heights must be indicated by a section through the building. Specific client’s requirements must be considered in this regards, e.g., raised Judges’ podium with appropriate floor to ceiling heights. | |
| | ELECTRICAL REQUIREMENTS | |
| 17. | Each workstation to have a network point in a three compartment trunking | |
| 18. | Each workstation must have a Telkom point in a three compartment trunking | |
| 19. | Each workstation must have a dedicated socket outlet in a three compartment trunking | |
| 20. | Each workstation must have a normal socket outlet in a three compartment trunking | |
| 21. | The passages must have a 4 x 4 socket outlet every 15 meter in length, mounted flush on the wall | |
| 22. | All other rooms must have a least one single socket outlet | |
| 23. | Staff Kitchen must have a stove isolator with wiring | |
| 24. | Staff Kitchen must have two double socket outlets | |
| 25. | Lighting at Reception to have a minimum 500lux | |
| 26. | Lighting in offices to have a minimum 500lux | |
| 27. | Lighting in Passages to have a minimum 300lux | |
| 28. | Lighting in Rest Rooms to have a minimum 100lux | |
| 29. | Lighting in Stores to have a minimum 200lux | |
| 30. | Lighting in Parking Area to have a minimum 75lux | |
| 31. | All exit areas and stairways must have light fittings with a min. of 75lux | |
| 32. | Each office /room to have a separate light switch | |

| Entity name | Signature of owner / Authorised Representative | Date |
|-------------|--|------|
| | | |



| | | |
|-------------|--|--|
| 33. | External lighting must be controlled by a photo-cell | |
| 34. | Each floor there must be a lockable distribution board with all circuits labelled | |
| 35. | In the event we have different clients per building/per floor then each distribution board must be metered | |
| 36. | All dedicated socket outlets must be wired via an emergency generator | |
| 37. | Installation of generator must comply to the NDPW Standards | |
| 38. | Lift installation must be on generator and UPS backup | |
| 39. | Allow for conduits and boxes for network and Telkom cables, it will depend on the size of the building/floor area | |
| 40. | The network and fire cabling must be in separate conduits | |
| 41. | Supply and install an isolator per installation of split- air conditioner | |
| 42. | Security systems i.e. biometrics, camera, x-ray machines, CCTV, smoke alarms must be wired via a UPS backup | |
| 43. | The main incoming supply must be metered and this room must be well ventilated and lockable | |
| 44. | Appropriate load in the electrical installation have to be provided | |
| 45. | The entire electrical wiring must comply to the SANS 0412 regulation | |
| 46. | All user manuals must be handed over to the Departmental representative. | |
| 47. | The entire installation and lighting must be energy compliant. Use energy efficient equipment, fittings and applications | |
| 48. | A Certificate of Compliance must be issued on completion of the electrical installation | |
| 49. | Installations should allow for a backup generator for all dedicated socket outlets and critical equipments. | |
| | | |
| | MECHANICAL SERVICES | |
| | | |
| 50. | Air Conditioning (1) All rentable office spaces shall be provided with an adequate supply of conditioned air taking into consideration particularly with respect to altitude, ambient temperatures and atmospheric conditions, insuring a safe, health and hygienic working environment. | |
| Entity name | | Signature of owner / Authorised Representative |
| | | Date |
| | | |



| | | |
|-----|---|--|
| | <p>(2) The Air Conditioning shall generally be in accordance with SABS 1125-1977, SABS 0400 and the NDPW Standard specifications.</p> <p>(3) Design shall be energy efficient and use "Green" refrigerant gas, such as, R410a or approved alternative.</p> <p>(4) The Air Conditioning Plant and equipment shall be regularly maintained, serviced and kept in full working condition. A maintenance register shall be kept of all servicing & repairs undertaken on the units.</p> | |
| 51. | <p>De-Humidifier Packaged Units for Gun safe, documents (deeds office) and exhibits)</p> <p>(1) All De-humidifiers shall be Amcor Model DC 800 or approved alternative.</p> <p>(2) The de-humidifier shall operate using a refrigerant system having the following minimum details: - Moisture removal of 30°, 70% RH. Unless otherwise specified by the Lessee.</p> | |
| 52. | <p>Fire Automatic Detection</p> <p>(1) All office spaces shall be provided with Smoke and Fire Detection devices, installed in accordance with National Fire Regulations. The systems shall be regularly maintained, serviced and tested annually in accordance with National Fire Regulations.</p> | |
| 53. | <p>Fire Inert Gas Protection System for Archives and registry</p> <p>(1) Archives, Document and other Store Rooms where essential or vital documentation are kept, shall be protected by means of an Inert Gas System. The installation of which and the regularly maintained, serviced and tested annually of the entire system shall be in accordance with National Fire Regulations.</p> | |
| 54. | <p>Fire Protection Equipment</p> <p>(1) The entire rentable area shall be provided with Fire Extinguishers and Hose Reels which shall be regularly maintained, serviced and tested annually in accordance with the National Fire regulations.</p> <p>(2) A register of all the fire protection Equipment shall be kept and made available for inspection purposes.</p> | |
| 55. | <p>Fire Sprinkler Automatic System for Garages, large warehouse and air wing</p> <p>(1) The entire rentable space shall be provided with a fully</p> | |

| Entity name | Signature of owner / Authorised Representative | Date |
|-------------|--|------|
| | | |



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

| | | |
|-----|--|--|
| | automatic sprinkler system. Which shall be regularly maintained, serviced and tested in accordance with the National Fire Regulations? Note: The control systems, water pumps etc shall all be on standby generator power supply. | |
| 56. | Lift – Passenger (Express) (1) A fully operational and regularly maintained, high speed passenger lift shall provide access to the rentable areas. (2) The lift shall be duly registered with the department of labour, be fully maintained in full working condition and have a complete service record for the past five (5) years with a registered lift company. Installation certificate will be required. (3) The lift shall not have been in service or installed for more than five (5) years. (4) A Service Record Book containing the details of all repairs, servicing and testing undertake shall be kept in the lift Plant room and be available for inspection purposes. Maintenance and /or service contract will be required. (5) The lift must be blind and paraplegic friendly and be fully accessible. (6) The Car shall be capable of carrying at least a loading of 1200 kg. Unless otherwise specified by the Lessee. | |
| 57. | Lift – Service (1) A fully operational and regularly maintained, service lift shall provide access to the rentable areas. (2) The lift shall be duly registered with the department of labour, be fully maintained in full working condition and have a complete service record for the past five (5) years with a registered lift company. Installation certificate will be required. (3) The lift shall not have been in service or installed for more than five (5) years. (4) A Service Record Book containing the details of all repairs, servicing and testing undertake on the lift shall be kept in the lift Plant room and be available for inspection purposes. Maintenance and/or service contract will be required. (5) The Car shall be capable of carrying at least twelve (12) | |

| Entity name | Signature of owner / Authorised Representative | Date |
|-------------|--|------|
| | | |

DOEL CORPORATE COLOURS

Top

Halifax – Light Grey–E33-1

Bottom

Sydney – Medium Grey – E33-3

Doors

Deep Forest – B23-7

Frames- C3-7 Oxide

TILES: CODE- GS0170A-LIGHT
GREY PORCELAIN FLOOR
TILES

Yellow - A12-4 Monterey

LABOUR: PHONGOLA VISITING POINT: ALTERNATIVE ACCOMMODATION

| SERIAL NO. | DESCRIPTION OF ROOM | PROPOSED FU | NORM PER FU | ASM | REMARKS |
|---|---------------------------------|-------------|-------------|---------|---------|
| ASSIGNABLE AREA | | | | | |
| PHONGOLA | | | | | |
| REGISTRATION SERVICES | | | | | |
| 1 | CSO'S | 2 | 8.00 | 16.00 | |
| 2 | HELP DESK | 1 | 8.00 | 8.00 | |
| 3 | PRACTITIONER | 1 | 12.00 | 12.00 | |
| SUPPORT SPACE | | | | | |
| 4 | STRONG ROOM | 1 | 10.00 | 10.00 | |
| 5 | KITCHEN | 1 | 4.00 | 4.00 | |
| 5 | WAITING AREA | 50 | 0.60 | 30.00 | |
| TOTAL ASSIGNABLE AREA | | | | | |
| NON ASSIGNABLE AREA (20%) | | | ASM | 80.00 | |
| CIRCULATION, MAINTENANCE, DUTY AND STRUCTURAL SPACE | | | | | |
| | | | | 20.00 | |
| CORRIDORS / ENTRANCE HALL / LIFTS | | | | | |
| 6 | TOILETS - PUBLIC - MALE, FEMALE | | | | |
| 9 | PUBLIC, MALE & FEMALE | | | | |
| 10 | STAFF, MALE & FEMALE | | | | |
| 11 | TOILET FOR THE DISABLED | | | | |
| 13 | PARKING | 1 | | | |
| TOTAL GUIDELINE AREA | | | | | |
| | | | | 2400.00 | |

VERIFIED BY: M Letsofetso

DATE: 20/11/16

CERTIFIED AS CORRECT BY: [Signature]

DATE: 20/11/16

THESE DRAWINGS AND SPACE NORMS APPROVED