

# BREDE-GOURITZ

Catchment Management Agency  
Opvanggebied Bestuursagentskap  
I-Arhente yoLawulo lomMandla nokungqongileyo  
51 Baring Street Worcester 6850, Private Bag X3055 Worcester 6850

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## **BREDE-GOURITZ CATCHMENT MANAGEMENT AGENCY**

51 Baring Street, Worcester 6850

### **TERMS OF REFERENCE**

LEASING OF VACANT OFFICE SPACE (WOCERSTER OFFICE)

APRIL 2015

## TERMS OF REFERENCE

|               |                                       |
|---------------|---------------------------------------|
| PROJECT TITLE | LEASING OF VACANT OFFICE SPACE        |
| BID NUMBER    | BGCMA_WORCESTER HEAD OFFICE/APRIL2015 |

|              |   |
|--------------|---|
| DELIVERABLES | Leasing of office space to the Breede-Gouritz CMA (Worcester Head Office) |
| ENQUIRIES    | Ms P Mzazela  |

### **1. BACKGROUND TO THE BREEDE-GOURITZ CATCHMENT MANAGEMENT AGENCY**

The Breede-Gouritz Catchment Management Agency (BGCMA) is a public entity in terms of the National Water Act, Number 36 of 1998, as amended. It is governed by the Board which is appointed by the Minister of Water and Sanitation. The Board as an Accounting Authority reports directly to the Minister of Water and Sanitation. The primary mandate of the BGCMA includes the management of its water resources in line with the National Water Act and the National Water Resource Strategy. Being a public entity, it has to comply with the Public Finance Management Act, 1999 and National Treasury Regulation, 2005 (NTR) as amended. The BGCMA has its Head Office in Worcester. The office space required is for the Worcester Head Office.

The intention of this tender is to appoint a Bidder who manages commercial properties or own properties for leasing. It remains the BGCMA's determinant that Bidders must propose buildings that will suit the Agency's Head Office requirements.

### **2. SCOPE OF WORK**

Term : Five (5) years lease contract

Inception date : 1 January 2016

Business days : Monday to Friday excluding public holidays

Number of employees : Plus Fourty (40) people

| <b>3. MINIMUM REQUIREMENTS</b> |   |            |           |                |
|--------------------------------|---|------------|-----------|----------------|
|                                | <b>Description</b>  | <b>Yes</b> | <b>No</b> | <b>Comment</b> |
| <b>1.</b>                      | <b>Location</b>   |            |           |                |
| 1.1                            | The structure shall be located in Worcester Area and shall be easily accessible for the general public. The BGCMA will not consider office space that is next to any business that has a potential of producing fumes that may be uncomfortable to employees and visitors such as mechanic shop, paint shop, manufacturing shop, scrap yards, beerhalls, etc. In addition, the BGCMA reserves the right to perform visual and quality checks on all sites proposed. |            |           |                |
| 1.2                            | The office space must be located in a generally safe area where officials will not be at risk when leaving the office after hours.  |            |           |                |
| 1.3                            | The proposed office must afford easy access to public transport so that it is easy for both staff and clients to have access to the premises.   |            |           |                |
| 1.4                            | The Building must be in close proximity of sufficient public parking facilities to accommodate visitors.  |            |           |                |
| <b>2.</b>                      | <b>Accommodation requirements</b>   |            |           |                |
| 2.1                            | The BGCMA requires office space that can accommodate staff members, meeting facilities / boardroom, kitchen, storage and sufficient ablution facilities.  |            |           |                |
| 2.2                            | The size of the office space must be approximately 850 square metres to cater for present and future needs.   |            |           |                |
| 2.3                            | Building structure specifications: the building must comply with the Department of Public Works specifications on minimum requirements of office space accommodation (DPW-11.1 (LS) as well as generally with the latest SAPOA office grading. It is the requirement that the office should have high quality finishes, air conditioning, adequate on-site parking, good lobby finish, safety /security, and high presentation and maintenance.                     |            |           |                |
| 2.4                            | Parking and outside / exterior areas: A minimum of thirty (30) freely accessible secured parking bays.  |            |           |                |
| 2.5                            | The office accommodation must be have adequate trunking for network   |            |           |                |

|           |  |  |  |  |
|-----------|--|--|--|--|
|           | communication infrastructure   |  |  |  |
| 2.6       | <p>Floor ceiling height: a clear floor ceiling height of a close as possible to 2.7m shall be maintained in all general areas of the building.</p> <p>Partitioning and doors: all closed office must have floor ceiling walls, include solid core doors of at least 900mm and be fitted with quality 5 pin cylinder lock sets (or relevant subject the BGCMA approval) with two keys each which shall be handed over to the BGCMA.</p> <p>Age and upgrading: generally 10 to 30 years may be considered. The BGCMA reserves its right regarding the determination of office design within the tendered amount.</p> <p>Public environment: Safe, attractive and clean. The office layout must provide public entrance that is safe. There must also be emergency exits with ease access to the exterior environment.</p> <p>Fire extinguishers: The building must have fire extinguishers in line with the regulations.</p> <p>Alarm and Armed response: The building must have acceptable alarm and armed response equipment as determined by the BGCMA.</p> |  |  |  |
| <b>3.</b> | <b>General requirements</b>  |  |  |  |
| 3.1       | <p><b>Compliance:</b> The building must comply with the Occupational Health and Safety Act, Number 85 of 1993 as amended, the National Building Regulations and Building Standards Act of 1997 as amended (SANS 0040), Municipal by-laws and the local fire regulations taking into account 2.6 above. The BGCMA require an appropriate certificate</p>  |  |  |  |
|           | Electrical installations to meet SANS 10142 and Code of Practice-interior lighting SABS.   |  |  |  |
|           | Appearance: The office must be aesthetically acceptable to the BGCMA.  |  |  |  |
|           | A description of security arrangements for the rented space.   |  |  |  |
|           | All offices will require at least 1 15A outlet socket as well as clean power supply unit.  |  |  |  |
|           | The BGCMA shall on finalizing the floor layout design identity additional positions  |  |  |  |

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|--|---|--|--|--|
|  | for power outlets.  |  |  |  |
|  | Each office shall be provided with its own light switch in a suitable location near the door. Lighting according to the following: Standards must be provided: <ul style="list-style-type: none"> <li>• General offices 500 lumens</li> <li>• Boardroom 500 lumens dimmable to 50 lumens (at least 4 X 58W 5ft double fittings)</li> <li>• Committee room of approximately 50 square meters.</li> </ul> |  |  |  |
|  | Toilet facilities: Provisioning is to be made in accordance with National Building regulations.   |  |  |  |
|  | Kitchen: Provision is to be made for a small kitchen in which a sink as well as hot and cold water is available. The kitchen must also have power points to accommodate appliances.   |  |  |  |
|  | Space planning: Once the bid has been awarded to the successful bidder, the BGCMA will within seven (7) days require an electronic copy of the building floor layout plan.  |  |  |  |
|  | Air conditioning: All offices must be air-conditioned with a quality modern system.   |  |  |  |
|  | What type of the air conditioning system does the building have? Please elaborate   |  |  |  |
|  | The landlord shall be responsible for the repairs and maintenance of the air conditioning system.   |  |  |  |
|  | Does any ICT infrastructure exist within the building? Please elaborate.  |  |  |  |
|  | Maintenance, Services and repairs: Quality maintenance services must be provided and are to be included in the operating cost. Please provide details of the maintenance services.  |  |  |  |
|  | Proposal rate: The rental rate shall be fully serviced, all inclusive rental rate, including but not limited to security, janitorial services, pest control and repairs.  |  |  |  |
|  | If the proposed space has more square meters than what is requested, then the rental rate shall be based on the requested square meters. In order to provide a fair basis for comparison, list the remaining balance of space available at no cost to the lessee.   |  |  |  |

|    |  |  |  |  |
|----|--|--|--|--|
|    | All improvements to the rented space / premises shall be provided by the lessor, at the lessor expenses.   |  |  |  |
|    | All exterior windows must have a covering allowing the tenant to regulate natural lighting into the leased space. Vertical blinds are in most cases the preferred window covering as well as burglar bars for security purposes, but other alternatives will be specified in the bid proposal. |  |  |  |
|    | Floor covering must be of an acceptable standard and quality to last for at least ten (10) years under minimum commercial traffic conditions.  |  |  |  |
|    | The proposal must include the description of the finish including paint, trim, floor covering and window covering.   |  |  |  |
|    | The service provider must be accredited with relevant regulatory body in property management. Please attach valid accreditation.   |  |  |  |
|    | The service provider must provide proof of mandate if acting on behalf of the landlord. The service provider must provide a building which has green potential.  |  |  |  |
| 4. | <b>Rentable are available</b>  |  |  |  |
|    | What is the size of the rentable area available for this bid? Please indicate in square meters.  |  |  |  |
|    | What numbers of covered parking bays are available for this bid?   |  |  |  |

## 5 EVALUATION CRITERIA AND METHODOLOGY

5.1 The 90/10 preference point system shall apply. The preference point system is in line with the BGCMA Supply Chain Management Policy. The following is the weighting awarded for each element, and the threshold score:-

| Evaluation Component             | Weighting | Threshold score |
|----------------------------------|-----------|-----------------|
| Technical proposal functionality | 100       | 80 points       |

| Evaluation Component                | Weighting |
|-------------------------------------|-----------|
| B-BBEE status level of contribution | 10        |
| Price proposal                      | 90        |
| Total                               | 100       |

## 5.2 Mandatory requirements

Bidders must meet all the mandatory requirements as stipulated in the bid document. Failure to comply with any of the requirements may lead to the vendor being disqualified. Mandatory Technical Requirements are not subjected to scoring as these are absolute minimum requirements.

Also, all B-BBEE certified copies of certificates must not be longer than three (3) months old.

|       |  | Comply | Not Comply |
|-------|--|--------|------------|
| 5.2.1 | <p>The bidder must confirm that they have read and understood the terms and conditions set out in the attached Special Conditions of Contract and mandatory clauses to be incorporated into the lease agreement (<b>See Annexure A</b>) which terms and conditions the bidder accepts, in the event that the BGCMA awards the contracts to the bidder pursuant to this bid. The bidder must submit with the bid:</p> <ul style="list-style-type: none"> <li>A. A proposed Lease Agreement; and</li> <li>B. A proposed Pricing Schedule</li> <li>C. Special Conditions of Contract</li> <li>D. Proof of payment for a non-refundable bid amount of R100</li> </ul> <p><b>Banking details:</b><br/> Absa Bank Limited<br/> Account holder: Breede-Overberg CMA<br/> Account number: 40- 7200-0995<br/> Branch code: 632005<br/> Account type: Cheque account</p> <p><b>Note:</b> Please forward proof of payment to <a href="mailto:pmzazela@breedegouritzcma.co.za">pmzazela@breedegouritzcma.co.za</a> or Post it together with this document and your proposal.</p> |        |            |
|       | Substantiate / Comments (use separate type page if necessary and make reference to 5.2.1   |        |            |

|       |  |               |                   |
|-------|--|---------------|-------------------|
| 5.2.2 | The bidder must provide proof of mandate if acting on behalf of the owner / landlord or company. The BGCMA does not pay commission agent fees.   | <b>Comply</b> | <b>Not Comply</b> |
|       | Substantiate / Comments (use separate type page if necessary and make reference to 5.2.2   |               |                   |
| 5.2.3 | The bidder must have been established, experienced and operational for a period of at least three (3) years or more. Provide Company Profile.  | <b>Comply</b> | <b>Not Comply</b> |
|       | Substantiate / Comments (use separate type page if necessary and make reference to 5.2.3   |               |                   |
| 5.2.4 | The bidder confirms that they have read the attached Special Conditions of Contract attached hereto ( <b>See Annexure A</b> ) and the bidder confirms that they understand that they shall form part of the agreement to be concluded between the parties. | <b>Comply</b> | <b>Not Comply</b> |
|       | Substantiate / Comments (use separate type page if necessary and make reference to 5.2.4   |               |                   |



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### **5.3 Evaluation process**

5.3.1 Following the Closing Time and date, the BGCMA intends to evaluate the Tenders received.

5.3.2 Tenders will be evaluated against the Evaluation Criteria specified under the section "Evaluation Criteria Format".

5.3.3 Without limiting the BGCMA's rights in the Request for Proposals (FRP), the BGCMA may at any time during the Tendering Process choose to:

- (a) shortlist one or more bidders; and
- (b) accept one or more tenders

5.3.4 Unless the Evaluation Criteria explicitly require, the BGCMA may, but it is not in any way bound to, shortlist, to select as successful, or to accept the Tender offering the lowest price.

5.3.5 Should the BGCMA choose to include a short listing stage in its evaluation process, the BGCMA is not, at any time, required to notify bidders or any other person or organization interested in submitting a Tender.

5.3.6 A bidder's response will not be deemed to be unsuccessful until such time as the bidder is formally notified of that fact by the BGCMA.

### **5.4 Evaluation criteria format**

5.4.1 The evaluation criteria are weighted to reflect the importance of project requirements noted in the Specifications.

5.4.2 In evaluating bidders responses, the BGCMA will have regard to:

- (a) specific evaluation criteria identified in the list below;
- (b) the overall value for money proposition presented in the bidder's response; and
- (c) Particular weighting assigned to any or all of the evaluation criteria specified below.

5.4.3 For the purposes of this RFP, 'value for money' is a measurement of financial and non-financial factors, including:

- (a) quality levels; and
- (b) performance standards

5.4.4 Value for money will be assessed on a 'whole of life' (including the transitioning-in, the contract term and the transitioning-out phases of the relationship between the BGCMA and a bidder), with a view to long-term sustainability of the value for money proposition and with a focus on ensuring that value for money outcomes are promoted and protected following the conclusion of any contract that may result from this RFP.

5.4.5 Administrative compliance will be determined in accordance with the conditions listed in this RFP.

5.4.6 The evaluation criteria will be in line with the PPPFA, Number 5 of 2000 and Preferential Procurement Regulations 2011.

5.4.7 Evaluation will be based on a point system and two-stage evaluation process. As a pre-requisite, a bid must comply with the requirements of the bid solicitation and meet the minimum threshold of the functionality evaluation criteria to be declared responsive and qualify to the next evaluation stage.

## 6. Functionality evaluation

The evaluation criteria for measuring functionality, and the weighting attached to each criterion is listed in the table below:

| Sub-criteria  | Description   | Weighting |
|---|---|-----------|
| <b>The bidder must provide requirements and not limited to the following for the building</b> |   |           |
| <b>Capacity and Capability of the company</b>   | Capacity in respect of management of leases:<br>Reference letters from the renters, agreements with sub-contractors   | <b>5</b>  |
| <b>Location</b>   | Located in the area of Worcester  | <b>5</b>  |
| <b>Site accessibility</b>   | 1. Easy access to both staff and clients<br>2. Close proximity to public transport<br>3. Access for people with disability  | <b>15</b> |
| <b>Building type</b>  | Graded office<br>Approximately 850 square metres<br>Adequate lighting<br>Adequate air-conditioning and ventilation<br>Green rating option added advantage<br>Exterior signage and branding allowable<br>Existing fire detection and prevention service<br>General condition of the building                   | <b>20</b> |
| <b>Lease option</b>   | 5 years lease contract<br>Availability (occupancy) 1 January 2016 of the office space .....<br>Extension of lease if required<br>Termination option<br>First right of refusal<br>A signed and endorsed lease proposal to be included with each lease bid submitted for perusal and consideration by the BGCMA | <b>10</b> |

|  |  |           |
|--|--|-----------|
| <b>Security</b>                            | The building must be secured, please provide crime statistic of the area<br>The building must have on-site security guards<br>The building must be alarmed with armed response and in a safe neighbourhood | <b>10</b> |
| <b>Amenities</b>                           | The building must have good, clean and conditioned rest rooms<br>The building must have air conditioned offices<br>Air condition remains the responsibility of the landlord<br>Existing ICT infrastructure | <b>10</b> |
| <b>Compliance to statutory regulations</b> | Health and Safety Act number 85 of 1993<br>Municipal bylaws<br>Registration with professional bodies   | <b>5</b>  |
| <b>Total</b>                               |  | <b>80</b> |

A minimum threshold for functionality of sixty (60) out of eighty (80) points is required. Bids that do not meet this threshold will automatically be disqualified and will not be taken for further consideration.

| <b>Sub-criteria</b> | <b>Description</b>   | <b>Weighting</b> |
|---------------------|--|------------------|
| <b>Site visit</b>   | 1. Condition of the building<br>2. Accessibility<br>3. Security<br>4. Distribution board<br>5. Parking | <b>20</b>        |
| <b>Total</b>        |  | <b>20</b>        |

6.1 A minimum threshold for functionality of eighty (80) including points for site visits is required. Bids that do not meet this threshold will automatically be disqualified from further evaluation.

6.2 Thereafter, only the qualifying bids will be evaluated in terms of the 90/10 preference point system, where a maximum of 90 points are allocated for price and a maximum of 10 points are allocated in respect of the level of B-BBEE contribution of the bidder.

## **7 Price evaluation**

7.1 Relative competitiveness of the proposed price

## **8 Cost proposal content**

8.1 The cost proposal will be used in the evaluation of the RFP and will be used as a basis for the negotiated agreement. Each cost proposal should contain the following as a minimum:

- (a) Describe how BGCMA will be charged for the service required by providing a price structure. All charges must be specified and priced separately.
- (b) Describe how BGCMA will benefit from cost saving by accepting the service Provider's pricing structure, including discounts, waivers, etc.
- (c) Provide various types of service providers or options, discounts and additional information that will allow cost savings towards BGCMA
- (d) Provide direct costs, discounts, benefits, availability of service, for example 24 hours per day, including a toll free number or any other contact method to access these services.
- (e) Describe and provide any direct costs.
- (f) Describe any daily, weekly, monthly rates applicable to providing the service.

8.2 As part of the financial proposal the following must be added to the final proposal in the prescribed format **(See Annexure A)**

## **9 B-BBEE evaluation**

9.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution.

## **10 Disclaimer**

10.1 BGCMA reserves the right not to appoint a service provider and is also not obliged to provide reasons for the rejection of any proposal.

### **10.2 BGCMA reserves the right to:**

- (a) Award contract to a service provider
- (b) Reject all bids
- (c) Decline to consider any bids that do not conform to any aspect of the bidding requirements
- (d) Cancel this tender or any part thereof at any time.

For enquiries contact : Ms Phumeza Mzazela  
Telephone number: (023) 346 – 8000  
Email: pmzazela@breedegouritzcma.co.za

**ANNEXURE A**

**SPECIAL CONDITIONS OF CONTRACT**

**11. SPECIAL CONDITIONS OF CONTRACT**

**REFERENCE NUMBER: BGCMA\_WORCESTER HEAD OFFICE/APRIL2015**

**ENTERED INTO BY AND BETWEEN**

.....

Herein represented by

.....

In his / her capacity as .....of .....

.....

Duly authorised thereto (hereafter referred to as the Landlord)

**AND**

**BREEDE-GOURITZ CATCHMENT MANAGEMENT AGENCY**

Herein represented by

**PHAKAMANI BUTHELEZI**

In his capacity as the Chief Executive Officer of the Breede-Gouritz Catchment Management Agency

(hereafter referred to as the BGCMA)

Whereas Request for Proposal Number BGCMA\_WORCESTER HEAD OFFICE/APRIL2015 contract regarding the appointment of a service provider for the provision of approximately 850 square meters of office accommodation for a period of FIVE (5) years within the area of Worcester was awarded by the BGCMA accepted the awarded contract.

THE PARTIES FURTHER AGREE AS FOLLOWS IN ADDITION TO THE GENERAL CONDITIONS OF CONTRACT:

1. The terms of reference which being part of the tender documents issued for the Request for Proposal Number BGCMA\_WORCESTER HEAD OFFICE/APRIL2015 is part of the condition of contract for the tender under mentioned.

2. The General Conditions of Contract that were issued as part of the Tender Document are part of the conditions of contract for the project and where there is conflict between the Special Conditions of contract and the General Conditions of Contract, the provisions of these Special Conditions of Contract shall prevail.

3. The description of the property being the subject of the lease is as follows:

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

4. The lease period shall commence on 01 January 2016 and shall be for a period of five (5) years on the same conditions as set out in these conditions of contract subject to the escalation of the rent and related costs specified.

5. The annual escalation of the rent on the anniversary of the lease every year shall be ..... %.

6. The amount of lease deposit or bank guarantee to be provided to the Landlord is R ..... and shall be adjusted when the BGCMA exercises its right of the option to extend the lease agreement.

7. Stamp duty due on this lease agreement, if any is payable by the BGCMA.

8. The permitted use of the leased property is for administrative offices and related activities.

9. The monthly lease and related costs for the duration of the term of lease of these Special Conditions of Contract, payable without deduction of set off at the domicilium of the Landlord or other address directed by the Landlord in writing to the Landlord by not later than the first business day of every calendar month are as follows:

**PART A – BASE RENTAL**

| Amount excluding VAT | VAT at 14% | Amount including VAT | From | To |
|----------------------|------------|----------------------|------|----|
|                      |            |                      |      |    |
|                      |            |                      |      |    |
|                      |            |                      |      |    |
|                      |            |                      |      |    |

**PART B – OPERATING INCLUDING MAINTENANCE**

| Amount excluding VAT | VAT at 14% | Amount including VAT | From | To |
|----------------------|------------|----------------------|------|----|
|                      |            |                      |      |    |
|                      |            |                      |      |    |
|                      |            |                      |      |    |
|                      |            |                      |      |    |
|                      |            |                      |      |    |

**PART C - PARKING**

| Amount excluding VAT | VAT at 14% | Amount including VAT | From | To |
|----------------------|------------|----------------------|------|----|
|                      |            |                      |      |    |
|                      |            |                      |      |    |
|                      |            |                      |      |    |
|                      |            |                      |      |    |
|                      |            |                      |      |    |

10. The operating costs that include the maintenance costs referred to PART – B in clause 9 shall be fixed amount as reflected in the schedule in PART –B in clause 9.

11. The BGCMA shall be liable for payment of all declared and agreed to payments on the leased property and if the leased property is part of a larger property and there are no separate meters for water and electricity consumption the Landlord shall provide an invoice based on proportional consumption according to the ratio of the rentable floor space of the leased property to the total rentable floor space of the larger property.

12. The landlord may levy interest at the prime interest rate on an overdraft advance at the bank of the landlord on late payments of any amount payable in terms of these special conditions of contract. Such interest rate must be certified by the bank manager as correct.

13. The landlord shall allow the BGCMA to move into and occupy the leased property at least on (1) week prior to the commencement of the lease term.

14. Alterations and improvements to the leased property may be made only with the prior written consent of the landlord subject to the conditions agreed to in writing at that stage.

15. The BGCMA shall at the termination of the leased hand over the leased property to the landlord in the same condition received from the landlord save for normal wear and tear, subject to the obligation of the landlord to maintain the leased property and the maintenance cost is payable as part of the rent as specified in PART – B of clause 9 above.

16. The BGCMA shall comply with all relevant legislation applicable to the use of the leased property and the business of the BGCMA.

17. The BGCMA may not affix or display any signage in or about the leased property without the prior consent of the landlord and all such signage shall be removed by the BGCMA upon termination of the lease and the BGCMA shall make good all damage occasioned by such removal.

18. The BGCMA shall comply with the provisions of the insurance policy taken out by the landlord in respect of the leased property of which a copy shall be provided to the BGCMA.

19. The landlord may from time to time impose fair and reasonable management rules in respect of the leased property to be complied with by the BGCMA.

20. The BGCMA may not cede, assign, transfer, alienate or dispose otherwise any of its rights or obligations under this lease.

21. In the case of breach of contract the party not in default must claim from the party in default specific performance within seven (7) days in writing to be complied with within seven (7) days from the date of receipt of the notice. Failure by the party in default to comply with such notice shall give the party not in default to claim damages and or to terminate the lease without waiving any rights the parties may have in terms of the lease agreement.

22. No building or major renovation of the leased property shall be done during the term of lease except by means of written agreement properly signed by the parties.

23. The lease shall only become binding once signed by both parties.

24. The conditions of contract as per the tender, including these special conditions of contract are the whole of the lease agreement and may be amended only by means of a written addendum properly signed by both parties.



THUS ENTERED INTO AND SIGNED AT..... ON THE .....  
..... OF .....2015.

.....

LANDLORD

WITNESS: 1. ....

2. ....

THUS ENTERED INTO AND SIGNED AT WORCESTER ON THE ..... DAY  
OF .....2015.

.....

BREEDE-GOURITZ CATCHMENT MANAGEMENT AGENCY

WITNESS: 1. ....

2. ....