



**PROVINCE OF KWAZULU-NATAL**

**DEPARTMENT OF PUBLIC WORKS**

**BID DOCUMENT**

**FOR THE**

**HIRE OF OFFICE ACCOMMODATION  
IN EXTENT OF 466M<sup>2</sup>, 05 LOCK-UP, 10 UNDERCOVER & 5 OPEN BAYS**

**IN**

**KWA-DUKUZA**

**FOR THE DEPARTMENT OF**

**AGRICULTURE & RURAL DEVELOPMENT**

**BID NO. ZNT 02953W**

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## SECTION A

### INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KZN - DEPARTMENT OF PUBLIC WORKS

BID NUMBER: ZNT 02953W

CLOSING DATE: 21 OCTOBER 2019 CLOSING TIME: 11:00

DESCRIPTION: OFFICE ACCOMMODATION (466m<sup>2</sup>) AND 05 LOCK UP, 10 UNDERCOVER, 05 OPEN PARKING BAYS: DEPARTMENT OF AGRICULTURE & RURAL DEVELOPMENT: KWADUKUZA

BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:  
KZN DEPARTMENT OF PUBLIC WORKS, ETHEKWINI REGIONAL OFFICE  
455 A KING CETSHWAYO HIGHWAY  
MAYVILLE, DURBAN

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is open from 7:30am to 16:00pm, Monday - Friday.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

*THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)*

NAME OF BIDDER	.....
POSTAL ADDRESS	.....
STREET ADDRESS	.....
TELEPHONE NUMBER	CODE.....NUMBER.....
CELLPHONE NUMBER	.....
FACSIMILE NUMBER	CODE .....NUMBER.....
E-MAIL ADDRESS	.....
VAT REGISTRATION NUMBER	.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....☐  
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);  
OR.....☐  
A REGISTERED AUDITOR.....☐  
[TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED .....

---

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Department:** Department of Public Works  
**Contact Person:** Mrs M. Ngcobo  
**Tel:** 031-203 2160  
**Fax:** 031-203 2243  
**E-mail address:** Khosi.ngcobo@kznworks.gov.za

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** Mr. D.R Mkhize  
**Tel:** 031-203 2108  
**Fax:** 031-203 2115  
**E-mail address:** Roy.mkhize@kznworks.gov.za

## SECTION B

### NOTES AND SPECIAL INSTRUCTIONS TO BIDDERS REGARDING THE COMPLETION OF BID FORMS

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT AND THE KWAZULU-NATAL LAND ADMINISTRATION AND IMMOVABLE ASSET MANAGEMENT ACT, ACT 2 OF 2014

#### 1. GENERAL

- 1.1 Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural *and vice versa* and words importing the masculine gender shall include the feminine and the neuter.

#### 2. COMPLETION, LODGING AND CLOSING OF BIDS

- 2.1 Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 2.2 The Bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 2.3 Bids submitted must be complete in all respects.
- 2.4 Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
- 2.5 Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope with the name and address of the Bidder, the bid number and closing date indicated on the envelope. **The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with such bids may be rejected as being invalid.**
- 2.6 All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it will be sealed. If it is received without a bid number on the envelope, it will be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
- 2.7 A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
- 2.8 No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
- 2.9 No bid submitted by telefax, telegraphic or other electronic means will be considered.
- 2.10 Any alteration made by the bidder must be initialled.
- 2.11 Use of correcting fluid is prohibited.

- 2.12. Bids will be opened in public as soon as practicable after the advertised closing time for bids.
- 2.13. Where practical, prices are made public at the time of opening bids.
- 2.14. The whole of this bid document is to be returned by a Bidder at the time of submitting a bid with all the blank spaces properly and fully completed and properly signed (by the Bidder) and witnessed where required.

### 3. VALIDITY OF BIDS

- 3.1 The bidder may, if requested by the **Department of Public Works**, consider extending validity period stated in the bid document for an agreed additional period.

### 4. ARITHMETICAL ERRORS

- 4.1 The bidder must provide clarification of a bid offer in response to a request to do so from the **Department of Public Works** during the evaluation of bid offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of prices or substance of the bid offer is sought, offered or permitted. The total of the prices stated by the bidder shall be binding upon the bidder.

### 5. EVALUATION OF BIDS

#### 5.1 PROCUREMENT PROCEDURE

The open procedure will be used to evaluate this Bid.

#### 5.2 METHOD OF BID EVALUATION

- 5.2.1 The procedure of the evaluation of bid will be a FOUR Stage Process structured as follows:

- 5.2.2 **Stage One:** pre-qualifying criteria and submission of relevant documents as set out below;

#### TRANSFORMATION OF THE PROPERTY LANDSCAPE - PRE-QUALIFYING CRITERIA

In order to ensure that the property sector is transformed, a pre-qualifying criteria has been set aligned to Section 4.1(c) of the PPPFA.

Pre-qualifying criteria	Documents to be submitted for Phase 1
<p>Bidders must have at least 60% black ownership of which at least two (2) of the following groups must be included:</p> <ul style="list-style-type: none"> <li>• black youth</li> <li>• black women</li> <li>• black people living in rural or under developed areas or townships.</li> <li>• Black people living with disabilities</li> </ul>	<p>If in a JV, proof that the JV consists of the groups mentioned in the previous column (All company documents for both parties including; CIPRO; Valid tax clearance certificates; original company Resolution; SPECIMEN signatures of all directors/trustees/ members)</p>

- 5.2.3 **Stage two:** Submission of Statuary and Essential information

Note: Failure to submit the following documentation in the prescribed format will lead to an immediate disqualification of the bid:

RETURNABLES	
1.	Original and valid tax clearance certificate (If JV then both companies must submit valid tax clearance certificates)
2.	Signed and Completed Form of Tender (Bid)
3.	Signed Certificate of Attendance at Compulsory Briefing Meeting
4.	All documents indicated in Section I
5.	All Documents as per functionality criteria
6.	SBD Forms 4; 8; 9 and 12 (If JV, then SBD forms for both companies must be provided)
7.	CIPRO (If a JV, then all documents for both companies)
8.	Proof of intention to purchase land if the land is not owned by bidder (Sale/Purchase Agreements)
9.	Title deed if property is owned by bidder
10.	Company resolution (If a JV then resolutions from both companies as well as resolution from the JV)
11.	ID documents of bidders (If JV, then ID documents of all directors/trustees/members)
12.	Recent original Specimen signatures of all directors/trustee/member (including all members of JV, if applicable)

#### 5.2.4 Stage Three: Functionality Criteria (100 points) 60 point upwards

Note

- (i) A minimum total of 60 points will be required to be responsive
- (ii) In addition to the minimum 60 points, the bidder shall also achieve the specified minimum in each of the evaluation sub-categories in order to be considered responsive.
- (iii) Bidders who fail to score the minimum threshold points and/or the total required 100 points will be considered non-responsive and will be disqualified in the Stage Three phase.
- (iv) Bidders must submit the required detailed information to comply with the specified evaluation criteria
- (v) With regard to the awarding of points for Functionality, the following scoring will apply:

	<b>A. MANDATORY REQUIREMENTS</b> <b>(minimum of 60 points)</b>		
No.	Evaluation criteria	Deliverables	Points
1.	<b>OWNERSHIP</b> Bidders must have at least 51% black African ownership and must comply with at least 2 of the following:  Black people who are Youth; or Black people who are Woman, or Black people who are Disabled; or Black people who are Military Veterans  Bidders must demonstrate ownership breakdown, preferable 51% of Black Owners	Confirmation of ownership of the property (Title Deed) or proof that the property will be owned by the bidder (Sale Agreement) covering all areas on offer including parking.  OR  Lease agreement for the contract period and a letter of consent from the registered owner of the property.  (Owner title printout of property detailed company share certificate, directorship outlining ethnic group of each director and their position in the company in case of joint venture)	
2.	<b>EXTENT OF SPACE OFFERED:</b> Provisions of 466M <sup>2</sup> (assignable space)	A certificate by registered architect must be provided together with the coloured layout plan showing assignable and non-assignable areas. Clear measurable timelines for the refurbishment process must be shown on the plan.	
3.	<b>PARKING:</b> Provision of 20 parking bays in total.  15 bays must be on site of which 10 must be under cover, 05 lock-up and 05 open parking bays inclusive 01 for disabled persons.  The remaining 05 bays must be within 100 meters from the offered premises.  Vehicles should easily enter and exit the premises.	Attach drawings for proposed parking layout and site plan to confirm number of bays must be prepared by registered professional architect	

4.	<p><b>LOCATION OF BUILDING</b></p> <p>The building must be within 3 km radius from King Shaka monument.</p> <p>Building location – must be in a public transport route. In addition, must be easily accessible.</p>	Google map	
5.	<p><b>COMPLIANCE</b></p> <p>Compliance report of the following professions in relation to the building offered:</p> <ul style="list-style-type: none"> <li>-electrical engineers report;</li> <li>- mechanical engineer’s report,</li> <li>- architectural report;</li> <li>- structural engineers report (to cover both building structure and parking)</li> <li>-Pest control / Entomologist</li> </ul>	<p>Compliance report of the following professions in relation to the building</p> <p>COMPLIANCE REPORT OF EACH OF THE ABOVE MUST BE SUBMITTED AT CLOSE OF TENDER</p>	
6.	<p><b>FIRE CONSULTANT REPORT</b></p> <p>-Fire consultant report (to cover building structure and parking including evacuation plan with demarcated assembly points</p>	MUST BE SUBMITTED AT CLOSE OF TENDER	
7.	<p><b>DISABILITY COMPLIANCE OF BUILDING</b></p> <p>Walking surfaces, doors &amp; doorways, ramps, stair ways, handrails, voice automated with braille elevator; parking and toilets i.e. building above two floors must have provision for wheelchair or platform lifts, evacuation chair, accessible means of emergency</p> <p>It must comply with SANS 10400 part S.</p>	Letter from Architect together with relevant drawings/plans indicating unrestricted accessibility for disabled persons throughout the building, provision of toilets, ramps and lifts for disabled persons.	
No.	<b>FUNCTIONALITY CRITERIA SCORING</b>	<b>DELEVERABLES</b>	<b>POINTS</b>
A	<b>BUILDING</b>		<b>25Points Max</b>

A1	<p><b>BUILDING GRADING</b></p> <p>A- Grade building</p> <p>B- Grade building</p> <p>For energy saving central lights switch for offices to be installed in all floors and at the reception</p>	Letter, not older than 12 months, issued by a professional Body in accordance with SAPOA requirements. Must demonstrate the final standard to be achieved.	<b>25</b>
<b>B</b>	<b>LOCATION OF THE BUILDING</b>		<b>25Points Max</b>
B1	<p>Easy vehicle access within the property and parking. (Vehicle entrance, driveway and parking bays must be paved or tarred).</p> <p>Easy vehicle access to main roads &amp; freeways (traffic, road conditions etc</p>	The building offered should have easy access for vehicles.	<b>15</b>
<b>B2</b>	<p><b>Zoning of premises</b></p> <p>Buildings must be zoned either; Commercial; Office or Public Buildings</p> <p>Building must be zoned commercial and should be for office use only; for security building not to be shared with retail shops, cafes, funeral parlors, salons, restaurant and bars.</p> <p>If building needs to be re-zoned to meet the above criteria, the bidder must comply with a re-zoning application</p>	<p>Town planning certificate from Local Municipality confirming the zoning without any onerous conditions</p> <p>Re-zoning application must be attached to the bid</p>	<b>10</b>
<b>C</b>	<b>BUILDING LAYOUT</b>		<b>20 Points Max</b>
<b>C1</b>	<p><b>LAYOUT OF THE BUILDING</b></p> <p>Building must be a free standing and available for single occupancy.</p> <p>OR</p> <p>If the building is shared then the space offered must be dedicated space on contiguous floors either from highest level coming down or lowest level going up (no points will be allocated for space offered between floors and between other tenants) except for common areas like foyer, etc.</p>	<p>Draft layout plans based on client's needs and specification must be prepared and signed off by a registered professional architect</p> <p>A list of all tenants must be submitted at close of tender.</p> <p>Draft layout plans based on client's needs and specification must be prepared and signed off by a registered professional architect</p>	<p><b>10</b></p> <p><b>10</b></p>

	If the building is shared then it may be shared only with corporate/government tenants and it must have its own separate entrance.		
<b>D</b>	<b>MAINTENANCE</b>		<b>20 Points Max</b>
<b>D1</b>	<p><b>MAINTENANCE PLAN</b></p> <p>Detailed maintenance plan for the duration of the lease and maintenance contracts for the building highlighting dates during which work will be carried out over the lease period to be submitted. Maintenance plan to cover:</p> <ul style="list-style-type: none"> <li>•Lifts (where applicable)</li> <li>•Air conditionings (where applicable)</li> <li>•External window cleaning</li> <li>•Fire system and</li> <li>•Pest control (common areas, parking, stairwells etc.)</li> </ul>		<b>10</b>
<b>D2</b>	Generic maintenance plan for the duration of the lease		<b>10</b>
<b>E</b>	<b>TRANSFORMATION AGENDA</b>		<b>10 points max</b>
<b>E1</b>	<p><b>ENTERPRISE DEVELOPMENT, YOUTH &amp; WOMEN DEVELOPMENT</b></p> <p>The bidder is to outsource at least 30% of the total lease spend to Previously Disadvantaged Individual interest groups of which 15% must be allocated to youth and 15% to women for; Contractors used for the refurbishment process; Suppliers of materials used for tenant installations, Landscaping and gardening services; Maintenance of the</p>	<p>(Contract Participation Goal (CPG) Declaration Form indicating a minimum of 30% target. Skills Development Plan &amp; Methodology to this effect must be submitted</p>	<b>5</b>

	building for the duration of the lease	with this bid)	
E2	<b>JOB CREATION</b>  A bidder must submit a proposal for the number of full time jobs to be created for the lease period.	51% of work for refurbishment to be outsourced to black owned companies. Attach list of companies/sub-contractors to be used.	<b>5</b>
	<b>Total</b>		<b>100 points</b>

I/we, the undersigned hereby take note of the functionality criteria set out above and agree that I/we will FULLY meet the requirements within the stipulated timelines. I/we accept that should I/we default in any respect of this requirement, my bid will be evaluated as a nil return for submission in terms of functionality of this bid.

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF BIDDER

### 5.2.5 Stage Four: THE 80/20 PREFERENCE POINT SYSTEMS

#### Points Awarded for Price

##### THE 80/20 PREFERENCE POINT SYSTEM

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

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 5.3 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

## 6. BID DECLARATION

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

## 6.2 B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.2.1 B-BBEE Status Level of Contributor: = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

### 1. SUB-CONTRACTING

1.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	
-----	--	----	--

1.1.1 If yes, indicate:

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

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

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		

### 2. DECLARATION WITH REGARD TO COMPANY/FIRM

2.1 Name of company/firm:.....

2.2 VAT registration number:.....

2.3 Company registration number:.....

2.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

2.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

2.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

2.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

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

- (e) forward the matter for criminal prosecution.

WITNESSES	
1.	.....
2.	.....

S(S)	
.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE:	.....
ADDRESS	.....
	.....

**7. BANK ACCOUNT**

- 7.1 Given the Provincial Administration policy to eliminate fraud, it is preferred to make payments by means of Electronic Funds Transfer. Bidders shall hold a valid current or savings account at a bank into which payments can be transferred via the electronic media (ACB). The Department reserves the right to verify the existence and name of the holder of the account.

**7.2 DECLARATION (BY BIDDER) OF GOOD STANDING REGARDING TAX**

- It is a condition of bid that the taxes of the successful bidder must be in order or furnish proof that satisfactory arrangements have been made with the South African Revenue Services (SARS) to meet the bidder's tax obligations.
- 7.3 In order to meet this requirement, bidders are required to complete in full, a SARS "Application for a Tax Clearance Certificate" (Form TCC 001) and submit it to any SARS branch office in the Country. It must be noted that the TAX Clearance Certificate requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 7.4 SARS will then furnish the Bidder with a Tax Clearance Certificate that will be valid for 1 (one) year from date of approval.
- 7.5 The original Tax Clearance Certificate must be submitted together with the bid. **Failure to submit an original and valid Tax Clearance Certificate WILL result in the invalidation of the bid unless a valid original Tax Clearance Certificate is already in the possession of the office inviting this bid. Certified copies of the Tax Clearance Certificate are not acceptable.**
- 7.6 In bids where Consortia / Joint Ventures / Sub-Bidders are involved, each party must submit a separate Tax Clearance Certificate.

- 7.7 Copies of the form TCC 001 “Application for a Tax Clearance Certificate” are available from any SARS branch office throughout South Africa or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 7.8 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

## **8. VALUE ADDED TAX REGISTRATION**

- 8.1 Bidders are requested to provide a VAT Registration Certificate if they are VAT Registered.
- 8.2 Bidders who have applied for VAT Registration but have not received a VAT Registration Certificate (form 112), must provide an application for VAT Registration Certificate (form 101) within 14 working days of closure of the bid and failure to do so will lead to disqualification.
- 8.3 It must also be clear that only bidders that are VAT Registered will be paid VAT, bidders who do not yet qualify for VAT Registration (accumulative awards less than R1 000 000, 00 per annum) are not allowed to claim VAT.

## **9. SPECIAL CONDITIONS/DEFINITIONS**

- 9.1 Bidders are invited by the KZNPA Department of Public Works to bid for the hire of **existing/new** office accommodation for its Client Department.
- 9.2 **“ASSIGNABLE AREA”**; the specified need of the Client Department which shall exclude parking, ablution, facilities, passages, hallways, stairwells, lifts, etc.
- 9.3 **“LETTABLE AREA”**; the total/gross area in m<sup>2</sup> that is offered by the Bidder which when remodelled shall include the assignable area and any other space within the parameters of the premises to be let under the contract.
- 9.4 The Head: Public Works will be the sole adjudicator of the suitability of the accommodation offered by a Bidder in relation to the purpose for which it is required. Any decision of the Head: Public Works will be final and no reasons for any decision will be furnished.

## **10. PRO FORMA LEASE AGREEMENT**

- 10.1 The **pro forma** lease agreement forming part of these documents is of a standard nature as approved by the Public Works - KZN Legal Services and will be used for the hiring of the accommodation offered. If the contract is awarded this very same document will be utilised for the contract. It is therefore vital that special care is taken when filling in the document and signing it.
- 10.2 Where options are available, the bidder may choose by deleting the option not applicable. A single black line is to be used to delete the clause and to be initialled by the person authorised to sign the tender and be initialled by two witnesses

## **11. PRICING**

11.1 Bidders are requested to bid inclusive of all reconfiguration for B grade buildings with quality finishes and landscaping in line with the Department's standard specification of minimum requirements.

11.2 The Department reserves the right not to award to bidders who may have 3 or more leases with the Department.

## 12. RELATIONSHIP WITH THE CLIENT DEPARTMENT

12.1. Bidders are informed that under no circumstances must any negotiations be entered into with, or enquires be directed to, any official in the Client Department.

**Any enquiries during the period must be directed to the person named in the bid advertisement.** 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.

12.2 During the currency of any lease concluded, the successful bidder may direct all enquiries, negotiations, etc., to a duly authorised official in the Department of Public Works.

## 13. STAMP DUTY

13.1 The State is exempted from stamp duty in terms of Section 4 (1) (a) of the Stamp Duties Act, 1968 (Act No. 77 of 1968).

## 14. DRAWINGS TO BE SUPPLIED BY BIDDER

14.1. Bidders are to note that it is a **requirement** of bid that clearly legible drawings, to scale, must be provided showing: -

- (a) The plan(s) of the premises offered as existing at the date of bid; and
- (b) The plan(s) of the premises with a suggested layout of the accommodation required/offered indicated thereon, in accordance with the norm document.
- (c) Lettable areas have to be determined in accordance with SAPOA method of measuring floor areas in office buildings. Draft layout plan based on client's needs and specification of minimum requirements must be prepared and signed off by registered professional architect and attached this bid.

## 15. PROPERTY OWNER'S AGENT, MANDATE, ETC

15.1 Where an agent intends to submit a bid on behalf of the legal owner of a property, such agent must attach the original of a mandate given by the legal owner of such property to the agent. The agent must ensure that all information required to be provided in terms of the bid documents relates to the legal owner of the property and not the agent.

If the property offered is a pending purchase and sale or intended purchase and sale, confirmation of this **must** be furnished. The bid will not be considered if the purchase and sale of the property is still required to be subjected to a financial agreement, re-zoning and/or incorrectly titled.

The bidder must attach written confirmation from the relevant municipality that the land tendered is appropriately zoned and suitable for building.

- 15.2 Landlords must indicate their shareholding and should attach shareholding certificate copies as well as copies of the title deed of the premises/land (delete that which is not applicable) which is being offered in this bid at the time of the closing of the bid.

**16. CERTIFICATE OF COMPLIANCE**

- 16.1 The successful Bidder must attach a certified copy of the actual signed Certificate of Compliance as per SABS 1042/1 “Code of Practice for wiring of the Premises” to the Certificate of Compliance with the Occupation Health and Safety Act form included in this document before the building can be occupied. This is not applicable if a new building is to be constructed. The requisite checklist requirement becomes applicable prior to occupation.
- 16.2 **The successful Bidder is required to provide a certified copy of a letter from the local Fire Chief confirming that the building meets the Local Fire Regulations. (Not applicable if building is to be constructed).**
- 16.2 **The Bidder is required to submit, at time of bid closing, a detailed Emergency Evacuation Plan clearly depicting the Assembly Points, which will be for the cost of the Bidder.**
- 16.3 **The Bidder MUST submit an occupation Certificate from the Local Municipality for the premises, AS IS, at time of bid closing.**

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
DATE

## **SECTION C**

### **REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

- 1 In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the verification functionality of key supplier information.**
- 2 Prospective suppliers will be able to self-register on the CSD website:**  
[www.csd.gov.za](http://www.csd.gov.za)
- 3 Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.**
- 4 Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.**

## SECTION D

### **DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE (To be completed by bidder)**

THIS IS TO CERTIFY THAT I (name of bidder/ authorized representative).....

....., WHO REPRESENTS (state name of bidder).....

.....  
AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT OF  
THE BIDDERS DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID  
INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR  
DISQUALIFICATION FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF  
THE CONTRACT.

.....  
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

.....  
DATE

## SECTION E

### TAX COMPLIANCE STATUS (TCS)

- 1 The State / Province may not award a contract resulting from the invitation of quotations to a Bidder who is not properly registered and up to date with tax payments or, has not made satisfactory arrangements with S A Revenue Services concerning due tax payments.
- 2 The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates. From 18 April 2016 SARS introduced an enhanced Tax Compliance system. The new system allows taxpayers to obtain a Tax Compliance Status (TCS) PIN, which can be utilized by authorized third parties to verify taxpayers' compliance status on line via SARS e-filing.
- 3 Bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also available to foreign bidders / individuals who wish to submit bids.
- 4 SARS will then furnish the bidder with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.
- 5 In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) **PIN**.
- 6 Application for Tax Compliance Status (TCS) **PIN** can be done via e-filing at any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 7 Tax Clearance Certificates may be printed via e-filing. In order to use this provision, taxpayers will need to register with SARS as e Filers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 8 Tax Compliance Status is not required for services below R30 000 ITO Practice Note Number: SCM 13 of 2007.
- 9 Kindly either provide an original tax clearance certificate, your tax number or pin number.

PIN NUMBER

--

TAX NUMBER

--

## SECTION F

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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 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.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative:  
.....
  - 2.2 Identity Number:.....  
.....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....
  - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....
  - 2.5 Tax Reference Number:  
.....
  - 2.6 VAT Registration Number:  
.....
  - 2.6.1 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.

<sup>1</sup>"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.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**
- 2.7.1 If so, furnish the following particulars:
- Name of person / director / trustee / shareholder/ member:  
 .....  
 Name of state institution at which you or the person connected to the bidder is employed :  
 .....  
 Position occupied in the state institution: .....
- Any other particulars:  
 .....  
 .....  
 .....
- 2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**
- 2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**
- (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.
- 2.7.2.2 If no, furnish reasons for non-submission of such proof:  
 .....  
 .....  
 .....
- 2.8 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**
- 2.8.1 If so, furnish particulars:  
 .....  
 .....  
 .....
- 2.9 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**
- 2.9.1 If so, furnish particulars.  
 .....  
 .....  
 .....
- 2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 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**

2.11.1 If so, furnish particulars:

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

**3 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Income Tax Reference Number	State Number / Employee Peral Number

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of bidder**

## SECTION G

### CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Department of Public Works (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I agree that:
  - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
  - (b) this bid and its acceptance shall be subject to the provisions of the KwaZulu-Natal Land Administration and Immovable Asset Management Act, 2014 (Act 2 of 2014), the Preferential Procurement Policy Framework Act, Supply Chain Management Framework and the provisions of the Treasury Regulations in as far as they are applicable to immovable property.
  - (c) if I withdraw my bid within the period for which I have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
  - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at *(insert full physical address)*:  
  
.....  
  
.....
3. I/we furthermore confirm that I have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

**7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

I, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The Bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province in addition to any remedies it may have, may:-
  - (a) Recover from the Bidder all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
  - (b) Cancel the contract and claim any damages that the Province may suffer by having to make less favourable arrangements after such cancellation.

**SIGNED ON THIS ..... DAY OF ..... 20..... AT .....**

.....  
**SIGNATURE OF BIDDER OR DULY  
AUTHORISED REPRESENTATIVE**

.....  
**NAME IN BLOCK LETTERS**

**ON BEHALF OF (BIDDER'S NAME) .....**

**CAPACITY OF SIGNATORY .....**  
**NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE) .....**

**POSTAL ADDRESS: .....**

**TELEPHONE NUMBER: .....**

**FAX NUMBER: .....**

**CELLULAR PHONE NUMBER: .....**

**E-MAIL ADDRESS: .....**

## SECTION H

### SPECIFICATION OF MINIMUM REQUIREMENTS FOR WORK TO BE CARRIED OUT ON HIRED PROPERTIES.

All material and workmanship must comply with the minimum quality standard specifications as specified in the applicable South African National Standard (SANS)

#### A) ARCHITECTURAL

1. The Lessor is to reconfigure the premises to the client's requirements
2. All buildings are to be disable friendly including ramps for access to the buildings, toilets, parking etc, as per the SANS 10400 building code of practice.
3. The whole building to be repainted in an acceptable paint of a pastel shade. Paint to be of a durable washable SANS, as "Plascon", approved type. Accent colors to be used strategically to create vibrancy and a cheerful, professional atmosphere
4. All Structural steel including windows, burglar bars, door frames, etc to be painted which is to be applied as per the manufactures instructions.
- 5 All wood skirting and wood paneling are to be varnished/painted
- 6 All new doors to sapele semi-solid varnished type.
- 7 Existing doors are to be of semi-solid type or better.
- 8 All damaged doors must be replaced and should not be patched.
9. Partitioning for the construction of offices, storerooms etc, is to be of the "Rhino-Drywall" type complete with aluminum studs and Rhino-Wall board on both sides and to be installed as per manufacturers specifications. (Partitioning dismantled in the existing building may not be re-utilized.)
10. No glass panels are allowed in any office partitioning unless specified.
- 11 Ceilings are to be of a Gypsum "Rhinodek" type or other approved ceiling tiles on T38 exposed Tee suspension grid of pre-painted aluminum components. Ceiling boards that are dirty are to be cleaned. Ceiling boards that cannot be cleaned are to be replaced with new. Old ceiling boards are not to be reutilized. Patching will not be accepted.
- 12 Existing partitioning which is damaged may not be reused and is to be replaced with new through out the damaged section.
13. **CONSTRUCTION AND APPEARANCE OF THE 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 – KZN. The Department reserves the right to propose design refinements to the exterior of the building, which shall not be limited to sun control, light, aesthetics and quality of space impacting interior parts of the building including courtyard spaces (in the case of a new building especially). 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 provided as required by the Occupational Health and Safety Act, 1993 (Act 85 of 1993). A certificate to this effect must be submitted.

**14. WINDOW COVERINGS -**

All windows and view panels to be fitted with 127mm vertical blinds. Approval of blinds specification to be obtained from Department of Public Works – KZN, prior to installation

**15. KITCHENS**

- 15.1. Tea kitchens (1 per floor to be located at a point that services the floor layout) to have tiles and hydroboils with basic cupboards and sink. Sinks to allow for splashbacks (600mm minimum).

**16. PARKING**

- 16.1 Parking areas are to be properly macadamised. General vehicular Parking Bays must be minimum 2.5m x5m.
- 16.2 All parking to be provided within a secured and gated area that complies with the needs of the client department.
- 16.3 Undercover Parking provided covered with chromadek sheeting.
- 16.4 Parking for disabled persons to be provided in compliance with the SANS 10400 codes (provision must be made at the closest entrance to the building and parking must be undercover).
- 16.5 Loading bays must be of acceptable size that meets standards.
- 16.6 State vehicle parking should have CCTV cameras to monitor any activities in that area.
- 16.7 The parking bay(s) allocated to the HOD should be as close to the lifts as possible.
- 16.8 All departmental parking to have separate entrance if shared and must be numbered and be fenced.
- 16.9 **WASHING BAY**
- The structure must be a normal brick or steel, have wide fascias and IBR roof sheeting.
  - Brick pump room alongside the unit to house pump station
  - Wall mounted dual high pressure machines
  - Overhead swing booms and gun holders with double format for use with wash and form guns.
  - Drainage for water

**17. MATERIALS AND FINISHES**

All walls and ceilings, whether painted or otherwise finished shall be of a neutral colour. Walls of tea kitchens, stair wells, entrance halls and toilets shall be of a washable and hardwearing finish.

In the event of toilets and kitchens being constructed using drywall, walls are to be tiled up to a minimum of 1300mm from floor and HWB's and sinks to have 600mm tiled splashbacks.

Boardrooms and meeting spaces to have consideration of finishes that would ensure that there is good acoustic quality.

18. **FLOOR COVERING**

Floor covering shall be of an acceptable standard and quality which last approximately 10 years.

Toilets, kitchens and wash areas to have non-slip floor tiles.

19. Window blinds must be of an acceptable standard and quality which last approximately 10 years.

20. All carpets in offices to be Berber point sheeting type.

21. All passages, registries and archives are to have vinyl tile flooring/carpeting tile. High traffic areas (circulation; registries, etc) to have appropriate finishes which is robust and easy to clean.

22. **PASSAGE WIDTH**

As a general standard an average passage width of 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 by the representative of the Department of Public Works managing the internal planning or will be specified separately in the accommodation particulars.

23. **FLOOR TO CEILING HEIGHTS**

A clear floor to ceiling height of preferably 2,7m must be maintained throughout the building. Where this is unavoidable or not achievable, the height must satisfy National Building Regulations. Where a certain function necessitates the ceiling to be higher, this will be specified as part of the accommodation requirements. Conduits, water pipes, air ducts and other services shall not be visible underneath the ceiling in offices and public areas.

24. **DOORS, LOCKS AND KEYS**

All offices shall be provided with a door of at least 800mm in width and each fitted with a cylindrical lock type, dead bolt with latching device with one registered master key per floor.

All doors, passages to be numbered in Perspex type in a size 50mm high, 5mm thick and appropriate length

25. **TOILET FACILITIES**

The following norms shall be applied:

**Males – staff and public:**

1 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 person 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.

**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.

**Physically challenged persons:**

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

Architect must give consideration in proposal for appropriate capacity ablution facilities where a floor has a high concentration/ persons in contrast to the overall provisions.

Toilets are to be totally refurbished with new pans, wash hand basins, mirrors, floor and wall tiles . All toilet seats are to be of “Armitage Shanks Magnia ASA5101” type seats prior to occupation.

#### **RECEPTION AREAS**

26. Provide reception counter at reception areas to match user requirement (to allow for minimum one person) with at least one lockable cupboard, with control for access and positioned in a manner which gives clear view of entrance.

#### **B) MECHANICAL:**

##### **AIR-CONDITIONING:**

- 1 All offices to be provided with individual units with control panels fitted on the walls.
2. Air-conditioning of the plant and ducting type, to be contracted out to a reputable air-conditioning contractor. All plant and ducting is to be inspected by a reputable Air-conditioning contractor specialised in this field. The efficiency of the system is to be checked by a reputable mechanical engineer and a certificate of condition is to be provided. The costs of the engineer and all remedial costs to bring the system to an acceptable level are to be borne by the Lessor. Plant and ducting type air-conditioners (eg chilled water) are to be serviced by a reputable contractor on quarterly basis.
- 2 Stand alone units that are older than 5 years are to be replaced with new. All air-conditioners are to be serviced by a reputable contractor on a quarterly basis. (Units that reach the 5 year period in the lease period are to be replaced by the Lessor)
- 3 All new air-conditioner units are to be hard wire. (Remote controlled air-conditioners will not be accepted).
- 4 Areas demarcated as file server and PABX areas are to be provided with separate stand alone air-conditioner units to operate continuously.
- 5 Each air-conditioner unit to be provided with a separate circuit terminated in a cord grip type isolator. (Not 15A socket outlet.)
- 6 All air-conditioner and heating units’ maintenance to be the responsibility of the Lessor and a full signed maintenance contract with a reputable service provider must be submitted as a returnable document by (Region to insert date here as per the date under “Returnable document”).
7. **AIRCONDITIONING MAINTENANCE CONTRACT FOR LEASE DURATION**
  - Air-conditioning must be provided in all central areas
  - Individual air-conditioning units to be installed individual offices with control panels fitted on the walls
  - Air-conditioning maintenance remains the responsibility of the landlord
  - A maintenance contract for the full lease period from a reputable company must be submitted to the office prior to first payment.

**NOTE** Maintenance schedule to be provided for checking and approval by the Department of Public Works prior to occupation.

## **LIFTS**

- 1 All lifts are to be serviced in terms of the Occupational Health and Safety Act 85 of 1993 by a recognized service provider prior to occupation of the building.
- 2 The lifts are to be inspected by a registered lift inspector and condition report submitted prior to occupation. The costs of the lift inspector and all remedial costs to bring the system to an acceptable level are to be borne by the Lessor.
- 3 A comprehensive maintenance service agreement is to be in place for the duration of the lease of the building with a reputable lift company. Proof of the above contract must be provided to the Department of Public Works prior to occupation.
4. The lifts must be disabled- friendly

## **C) ELECTRICAL**

### **1.0 Main Municipal/Eskom Supply**

Power supply to be adequate and all costs for upgrading to be borne by the Lessor.

### **2.0 COMPLIANCE**

- 2.1 Distribution Board's to conform to the SANS 10142 regulations.
- 2.2 An electrical compliance certificate covering the complete leased building is to be provided by an accredited person prior to occupation.
- 2.3 All electrical work to be done according to the SANS 10142 specification.
- 2.4 Maximum of three sockets outlets per circuit and ten lights per circuit.

### **3.0 POWER POINTS**

- 3.1 Offices and other rooms where electrical equipment and appliances can be used shall be provided with 16A socket outlets. One dedicated/clear computer power point and one normal power point shall be provided per 8m<sup>2</sup> or part thereof of office accommodation. Any additional socket outlets will be specified in the accommodation requirements.
- 3.2 Electrical circuits for socket outlets shall be secured by means of single phase earth leakage relays having a sensitivity of 25mA, except for dedicated/clear lines for computer points.
- 3.3 Each user/desk is to be provided with one dedicated and two normal 15A sockets outlet points.
- 3.4 Five dedicated and three normal socket outlets to be provided in both the PABX and File server rooms.
- 3.5 Two tier, three compartment trunking to be provided throughout the office block with adequate trunking linking both the PABX and file server rooms. Second hand trunking will not be accepted.

### **4.0 LIGHTING**

- 4.1 Each office shall be provided with its own light switch in a suitable position near the door. Movement sensor and over-ride switch to be allowed for.
- 4.2 Luminaries to all offices and passages to be separately switched and to be located in each office.

- 4.3 Lighting is to be provided in all offices, storage areas, passage ways and fire escapes and is to conform to the relevant Lux levels as per the SANS 0400 regulations. (Open channel type luminaries are not acceptable for office accommodation.)
- 4.4 Adequate lighting to be provided in all toilets and kitchens.
- 4.5 Adequate lighting to be provided around the exterior of building and to all parking areas, pathways, staircases etc.
- 4.6 Lighting shall conform to the following standards at working plane:
- |                  |         |
|------------------|---------|
| Reception areas  | 100 lux |
| General offices  | 300 lux |
| Drawing offices  | 500 lux |
| Passages         | 50 lux  |
| Auditoriums      | 100 lux |
| Conference rooms | 100 lux |
| Classrooms       | 200 lux |
| Libraries        | 300 lux |
| Store rooms      | 200 lux |
| Parking          | 50 lux  |
- 4.7 Strong rooms to be provided with suitable lighting which is to be switched both internally and externally complete with an external audible bell and exterior indicator light which is to be operated from the interior.

## **5.0 MAINTENANCE**

- 5.0 The Lessor shall be responsible for all maintenance of electrical installations which form an integral part of the building and shall include *inter alia*:
- Lighting installations, including ballasts of fluorescent fittings
  - Extractor fans
  - Lifts
  - Security access points
  - Electrical gates
  - Alarm systems, and
  - any other electrical appliance or installation forming an integral part of the building and grounds, which shall include maintaining all Fire Fighting Equipment and Portable Fire Extinguishers.

## **6. BACKUP GENERATOR**

Backup generator to power up server room, passages, registry and security control room

## **7. CLEANING**

On every floor of a multi storey building or for every 1350m<sup>2</sup> gross floor area a cleaner's room of not less than 6m<sup>2</sup> shall be provided as a storeroom for cleaning equipment and material. It must be provided with a drip sink, 40 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. If the building offered is a new building, the cost of cleaning of the offices and floor space occupied will be borne by the client (Department of Public Works).

8. Department of Public Works – KZN considers it a condition of contract that in consultation with the Lessor and with reasonable frequency during the process of refurbishment/re-configuration, its inspectors shall be given access to the building. 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 on the written permission of the Department of Public Works – KZN Chief Professional.
9. A letter of appointment of a Building Manager who will attend to all problems of maintenance for the duration of the lease must be submitted with this bid at the time of the bid closing.

**D) IT AND TELECOMMUNICATIONS:**

**1. TELEPHONES**

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

**2. COMPUTER FACILITIES**

The Lessor must provide the required ducting.

**3. TRUNKING (ELECTRICAL AS WELL)**

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

**SERVER ROOM SPECS** - Unless the context clearly indicates otherwise, the following words, terms and phrases shall have the meanings assigned to them hereunder throughout this document:

Term	Meaning
<b>3G</b>	3rd Generation data connection, i.e. high speed data connection on a mobile phone.
<b>AP</b>	Wireless network Access Point.
<b>API</b>	Application programming interface.
<b>APN</b>	Access Point Name – a facility enabling wireless connectivity to a network (see <i>Network</i> below).
<b>Bluetooth</b>	Personal wireless network protocol for connecting wirelessly up to 10m distances.
<b>CCTV</b>	Closed-circuit television.

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## **1. Server Room overall specification**

- I. There should be no windows in the server room.
- II. All walls should be bricked and the ceiling should consist of a concrete slab.
- III. The data cabinet in the computer room must one meter away from the back wall.
- IV. Extend from the finished floor to the structural ceiling
- V. Be covered with at least two of fire-retardant white paint
- VI. Be fire-rated as required by the applicable codes and regulations
- VII. “No Eating or Drinking” signage to be displayed in server room.

Suggested Server Room size based on number of Racks:

- 1 Network Rack and 1 Server Rack                      10sq m
- 2 Network Racks and 1 Server Rack                      15sq m
- 3 Network Racks and 1 Server Rack                      20sq m

## **2. Raised floor**

The full access floor system is suitable for application in offices, lobbies as well as technical areas (i.e. Computer rooms and telecom exchanges). The system consists of removable modular panels (nominal size 600 x 600mm) supported on a grid of adjustable supports with stringers thus providing a load bearing platform and creating a cavity underneath to be used as a technical fully accessible space where electrical cables, pipes and any other useful service can be housed. The support system shall consist of a base plate bonded directly to the concrete floor, with a vertical stud and an adjustable head. The pedestals are positively located at the head by means of a locking nut. A conductive head gasket provides a suitable locating seat for the panel corners and acts as soundproofing and an airtight seal. Stringers are provided with a clip-on self-extinguishing plastic gasket that serves as an airtight seal between the stringer and panel surface. Floor panels are fully interchangeable and easily cut to be adapted to the shape of perimeter walls and boundary elements. The raised floor system provides a cavity in which various building services may be located (i.e. Plumbing, lighting, communications and network facilities). The cavity can also be used as a floor wide plenum to distribute conditioned air easily and inexpensively.

### Panel finishing

The floor panels are finished on the bottom side with aluminium foil 0.05mm thick. The aluminium foil serves as a reflective surface in the event of a fire and protects the panel from possible water infiltration and constitutes an equipotential surface that guarantees the electrical link between the panel surface and the substructure. The panels top surface is finished with a high-pressure laminate made from various sheets of Kraft paper and a layer of decorative paper, which are impregnated with heat-set resins and cured under high pressure and high temperature.

Laminate thickness	1.2mm
Weight	1.7kg/sq. M
Abrasion resistance	>4 000 revolutions (EN 438-2.6)
Fire resistance	Class 1
Electrical resistance	10 000 000 000 ohms
Noise attenuation	45 dBa

### Materials

**Panels** - 38mm core to be made of high density wooden chipboard (min. Density 20 Kg/cubic m) strengthened with low formaldehyde emission resin - class E1 according to EN 120 standard - complete with self-extinguishing hard plastic edging complete with 0.05mm thick aluminium foil on the bottom side.

**Supports** - Made totally of galvanised steel.

**Gaskets** - Made of conductive, self-extinguishing plastic.

**Stringers** - Galvanised steel, medium duty

### Fire resistance

The raised floor system when tested according to ISO 834 standard must be rated at 60 minutes, during which period the following criteria shall be adhered to:

**Stability:** The floor shall maintain its mechanical properties and will not deform so as compromise its structural integrity.

**Flame tightness:** The floor shall prevent the leakage of smoke and flames.

**Thermal insulation:** The floor shall provide efficient insulation against the transmission of heat. The floor surface not exposed to fire (i.e. The walking surface) shall not exceed 140 deg. C, in order to allow the safe escape of people in the event of a fire.

### **Electrical characteristics**

The access floor system must have anti-static properties. Therefore the transversal electrical resistance of the raised floor system is measured from the top surface of the finishing material to the support structure and shall not be higher than  $2 \times 10^{10}$  ohm and not lower than  $1 \times 10^8$  ohm, when measured according to DIN 51953.

### **Loading capacities**

Loading capacity of the raised floor system composed of the floor panels on the supports with stringers must be the following:

Uniformly distributed load with deflection = 2mm	1 770 kg
Concentrated load with deflection = 2mm(In centre of panel over a 25 x 25mm square)	310 kg
Max. Concentrated load with deflection = 2mm	680 kg
Axial vertical load	2 700 kg

**NB: Do not proceed with installation until sub-floor surfaces are clean, dry, clear off other trades and ready to receive access flooring.**

### ***3. Fire Door and Frame***

- I. Fire rated door 2-hour.
- II. Complete with frame, handle, inside and out. Door/Frame must also be raised to match height of floor to be supplied and installed.
- III. “No Unauthorised Entry” signage to be displayed on Fire Door.

### ***4. Galvanised Security Specification Gate***

- I. Frame must also be raised to match height of floor to be supplied and installed.
- II. Galvanized gate is required for additional security.
- III. Access into the server room will be gained via the biometric access device.
- IV. Quick release button needs to be installed inside the server room along the door frame, to allow exit from the server room.
- V. Striker lock on door.

## **5. *trunking***

- I. PVC, light –grey in colour metal trunking to be installed with joint and corner covers.
- II. Metal trunking must be used to reduce the carbon footprint of the server room.
- III. 3-tier trunking must be installed under the raised flooring.

## **6. *electrical***

- I. Install circuit board and breakers.  
  
10 dedicated power plug points need to be installed.  
  
Points to be installed under the floor trays from risers to centre of room.
- II. Power Distribution Boxes X3
  - Three phases needs to be installed, namely:
    - a. One phase for UPS
    - b. One phase for Air-conditioners
    - c. One phase for Equipment
- III. Proper labelling for the circuit breakers should be done.
- IV. Responsibility for Connection – **SITA and appointed service provider** will be responsible for connecting the equipment to power.

## **7. *Lighting***

- I. Fluorescent tubes to be used.
- II. Rechargeable emergency light must be installed in server room.
- III. Installation of the number of tubes will depend on the size of the room.

## **8. *Air conditioners***

2 x Carrier 22000 BTU's which will work on timers.

## **9. *Ceiling***

Standard fireproof ceiling needs to be installed.

### **10. Data Points**

- I. 10 x Category 6 (cat 6) points need be installed.
- II. Labelling of the data points will be done by SITA approved service provider.
- III. Location will be in trunking below the raised flooring.

### **11. Racks**

- I. Dimensions = 600 x 1000 floor standing racks
- II. Location = Centre of the room, one meter away from the walls.
- III. Weight = 1022kg

### **12. Floor Layout**

IT Manager of the client department to provided layout in Visio format.

### **13. UPS**

- I. Specifications – 8KVA, 10KVA, 12 KVA – Meisner – battery packs for 2 hours. (depending on the load of the equipment installed)
- II. Heat Dissipation – 4000BTU
- III. Location – Inside the rack

### **14 Access Control**

- I. Supply and install a biometrics access control unit to operate the gate and the door on time delay with battery backup and software and licence for 10 users with striker lock on door and gate.
- II. The suggested model of the unit is Sabre F4 Vista Biometric Access Control Device.

### **15 Monitoring**

The server room must have active monitoring for the following minimum parameters as follows:

- Entry and exit into the server room
- Temperature
- Humidity

- Flood

The suggested appliances to be used for monitoring the server room are NetBotz from APC.

#### ***16. Fire Suppression, Detection and Monitoring***

Fire suppression, detection and monitoring is vitally important in the server room.

FM200 fire suppression unit is the suggested fire suppression system to be used in the Server Room.

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**Lessor's Signature**

---

**Date**

## OTHER SPECIAL REQUIREMENTS

The following special requirements/notes are also submitted in respect of this project;

- Building not to be shared with financial service provider, schools, salons, vendors and funeral parlour
- The accommodation offered must be on contiguous floors. The layout of various components must allow for effective functioning.
- The building is to be fully disability compliant from the parking to and throughout the building. Parking provided needs to be undercover. Lifts, if available must also allow for use by disabled persons; toilet facilities to also be reserved for use by disabled persons.
- Building to display characteristics of a high-end B grade office building (a reasonable standard of finishes maintained to good standards and/or refurbished from time to time; air-conditioning or good ventilation; adequate parking available. Rentals are usually in the middle of the range for the area in which the building is located). Bidder to submit letter confirming compliance with B grade Office building as categorized by SAPOA.
- Bidder to provide expertise of contractor/sub -contractors who will undertake refurbishment plan and to ensure that they are registered with the NHBRC and/or other affiliations/registration bodies, as required. Certified copies of the Certificate with these bodies MUST BE provided at time of bid closure (The Department reserves the right to confirm such registration and relevant experience).
- The Bidder to submit detailed curriculum vitae indicating experience of projects of a similar nature (government projects) and to provide clear references. (The Department reserves the right to verify such information as submitted by the bidder). Any false information submitted will render the bid invalid.
- Total assignable space of 508m<sup>2</sup> plus between 20% to 25% non-assignable space.
- Provision of minimum 20 (insert number) parking bays to be on site and balance to be provided within 100m proximity from the offered premises. (see functionality criteria)
- Date of occupation is \_\_\_\_\_.
- **Building Efficiencies: The Landlord is to ensure and submit a proposal for the following;**
  - ✓ **Water saving eg, jojo tanks to harvest and use of grey water**
  - ✓ **Energy saving eg, globes and motion sensors; use of solar panels to reduce costs; use of more natural lighting; skylights; etc**
- **GUARD HOUSE**  
**Where the guard house is separate from the building, it must be a wooden cabin with adequate windows, air conditioning and toilet facility.**

**THIS SECTION RELATES TO THE CLIENTS ADDITIONAL AND SPECIAL REQUIREMENTS ADDITIONAL TO THE SPEC OF MINIMUM REQUIREMENTS. (VERIFY WITH CLIENT BEFORE ADVERT)**

**2. ACCESS CONTROL SYSTEM**

**BIOMETRIC/CARD READER SYSTEM & LOCKS FOR MAIN ENTRANCE & OFFICES**

- To prevent unauthorized access to the offices as well as loss of state assets. Main entrance to all floors throughout the building/ office must be equipped with dual biometric/ card readers to monitor, deter, control/limit access to the Department.
- Visitor management system with a drop box must be installed (this to be linked to the point 1 above).
- Paraplegic gate must be installed at the main entrance.
- Waist height turnstile at the main entrance
- Walk through metal detector at the main entrance with xray machine
- CCTV cameras to be installed at all main doors facing the entrance & exit point linked to the control room on all floors including main entrance and parking areas
- All main entrance doors on each floor should have door closures locking mechanism to be linked to the biometric/card reader system
- Office doors must be equipped with five (5) lever lock (cylinder lock type).
- Office of the HOD as well as offices of General Managers must be equipped with seven (7) lever lock (cylinder lock type).
- There must be a search room with firearm safes 10 units pigeon hole safe and bullet trap.

**3. SECURITY CONTROL ROOM**

- The security control room should not have dry walls as its perimeter (ceiling included). There should not be any windows and have a burglar gate in the control room.
- Access to the control room should be controlled by biometric access and CCTV coverage for entry and egress thereto. CCTV camera must also be installed inside the control room.
- The security control room should be equipped with sufficient lighting.
- All security equipment must be procured from 100% South African owned company and be PSIRA and SAIDSA registered and be access control specialist. The company shall be vetted by SSA prior to conclusion of lease agreement through the department Human Settlements Security Directorate.
- Security control room must be equipped with ablution facility and wash basin.
- A minimum of two exchange telephone lines for voice communication is required. These telephone lines shall be routed separately from the building, underground or concealed. One telephone line shall be barred from incoming calls.

- An electricity backup system to be installed either from external mains or from a battery standby. In the event of a disruption of the external electricity supply, the stand-by power supply shall automatically be brought into use without interruption.
- The stand-by supply shall include batteries located within the security control room, capable of sustaining the monitoring equipment for a period of not less than 24 hours or not less than 50 minutes if a standby generator is installed.
- The standby generator shall have an independent means of starting without leaving the control room vulnerable.
- Any recharging facility of the standby power supply shall be sufficient to provide the maximum load requirements and to simultaneously recharge the battery from that discharged state to the required capacity within 24 hours.
- In the event of an interruption in the main power supply, all equipment essential to the operation of the security control room shall continue to operate without loss of security or degradation of performance.
- The control room must be equipped with a separate air conditioning unit.
- Must have a fire extinguisher inside.

#### **4. REGISTRY/RECORDS ROOM**

Registry should centrally located for easy access.

Registry should be access controlled with biometric/ card reader.

Registry should have concrete wall including ceiling.

Windows and main door should be equipped with burglar bars gate to be linked to biometric/ card reader.

Records room should be equipped with pyroshield bottle type gas system and CO2 firefighting equipment that will not damage records.

It must have a service counter with burglar bars if access thereto is outside the main gate.

The floor should not be carpeted.

A strong room, safes or walk-in safe inside the records room is required to store sensitive information.

Must be fitted with a fire suppression system.

#### **5. CASH HALL**

- At the cash hall in finance section an anti-bandit door must be installed as well as the bullet proof glass above and around the deep tray. Cash hall should be a concrete structure not dry wall.
- Windows at the cash hall as well as atrium windows must not be transparent but rather be tinted or equipped with a security film.

- CCTV cameras to be installed at main door facing the entrance & exit point linked to the control room

## **6. OCCUPATIONAL HEALTH AND SAFETY**

- Alarm system on all main doors which is armed and disarmed per floor from the control room
- Passive System on Evacuation doors
- Dedicated Assembly Point
- Evacuation plans on all floors
- Fire Panel linked to emergency services
- Fire hose rails
- Fire suppression system
- Smoke detectors
- Fire extinguishers with a service plan
- PA system audible throughout the building controlled from the main entrance

## **7. IT REQUIREMENTS**

- Server room 20m<sup>2</sup>
- Air-Conditioning system
- Install (2) new 2X12000BTU units, long runs included
- Remote Control facility and rotation components to be included
- Electrical component to be included
- Wall mount thermos hygrometer recorder included
- 3 stainless steel drip trays and drain
- Fire proof door – 2-hour burn through fire rated
- Raised Flooring – Heavy duty
- FIRE-ISO834 ELECT-DIN51953
- Finish height of 150mm and covered with high pressure lamina
- Step edging
- No tile lifter required
- Security Gate
- Minimum (6) power outlets (red plugs)
- Way Distribution board
- Ceiling cable trays

**8. TIMEFRAME FOR COMPLETION OF RECONFIGURATION**

- 1 Reference is made to 4.3.2 of General conditions of contract.
- 2 The completed refurbished building must be made available for occupation by no later than 4 months after the sign off on the layout plans.
3. The layout plans must be finalized and signed off within the first 4 weeks of the date of award. This Department reserves the right to negotiate the periods mentioned in paragraphs 2 and 3, at the request of its client department.
4. The penalty for failure to comply with the lease commencement date will be calculated at 1% per day of the monthly rental and will be off set from the first rental payable.

**9. LEASE EXPIRY:**

- 9.1 Should the lease expire and the User Department remains in occupation for a period thereafter, the Lessee undertakes to pay rentals based on the rates received for year one of this lease agreement. This clause does not intend to create expectation for automatic lease extensions/renewals but to address the period of occupation after expiry.

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**Bidder's Signature**

---

**Date**

## SECTION I

(This section must take into account the requirements under functionality criteria as well)

### 1. SCHEDULE OF RETURNABLE DOCUMENTS

- 1.1 The bidder undertakes to adhere to the schedule of returnable documents as set out below.
- 1.2 Failure to comply fully with the schedule will impact on the evaluation of this bid.

Number	Description	To be returned with the bid document	To be submitted to Department of Public Works 2 weeks prior to occupation being taken
1.	Certificate of technical compliance of the building prior to re-configuration in respect of -electrical - Structural and - <i>occupation certificate of building as it</i> - plumbing	Yes	
2.	Letter of appointment of building manager	Yes	
3.	Job Creation proposal	Yes	
4.	Architects Layout drawing and design Plan	Yes	
5.	Occupation Certificate Issued by the Municipality (This certificate will form an attachment to the signed lease) of building after reconfiguration		Yes
6.	The following compliance certificates to be provided to the Department of Public Works on 1 month before occupation are to be taken. a) Occupation Health and Safety Certificate b) Air-conditioning Certificate c) Plumbing Certificate d) Fire-fighting certificate that building complies with fire escape and exit plan e) Entomologists certificate f) Electrical Compliance Certificate		Yes
7.	SBD Forms: 4; 8; 9 and 6.2	Yes	

I/we, the undersigned hereby take note of the schedule of returnable documents and the due dates for submission. I/WE agree that I will FULLY meet the requirements of submitting such document within the stipulated timelines.

\_\_\_\_\_  
NAME OF BIDDER/COMPANY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF BIDDER

## SECTION J

## SPECIFIED NEED FOR ASSIGNABLE OFFICE SPACE

Department of Agriculture &amp; Rural Development office: KwaDukuza local Office

Description of office space i.t.o. official designation	No of Units	No of Offices	Dept. request in m2	TOTAL M <sup>2</sup>	Special note to bidder
<b>Cellular Offices or open plan</b>					
Local Agriculture Manager	1	1	1x20m <sup>2</sup>	20m <sup>2</sup>	
General Admin Clerk	1	2	2x12m <sup>2</sup>	12m <sup>2</sup>	
Sector Agricultural Advisor	1	2	1x16m <sup>2</sup>	16m <sup>2</sup>	
Senior Agricultural Advisor	9	1	9x16m <sup>2</sup>	144m <sup>2</sup>	
Agricultural Advisor	3	2	3x12m <sup>2</sup>	36m <sup>2</sup>	
Tractor/ Operator	1	2	1x6m <sup>2</sup>	6m <sup>2</sup>	
Cleaner	1	2	1x6m <sup>2</sup>	6m <sup>2</sup>	
General Worker	1	1	2x6m <sup>2</sup>	12m <sup>2</sup>	
Control Animal Health Technician	1	1	1x16m <sup>2</sup>	16m <sup>2</sup>	
Animal Health Technician	1	1	5x12m <sup>2</sup>	60m <sup>2</sup>	
Boardroom	1	1	1x36m <sup>2</sup>	36m <sup>2</sup>	
Kitchenette	1	1	1x24m <sup>2</sup>	6m <sup>2</sup>	
Reception / Waiting Area	1	1	1x72m <sup>2</sup>	20m <sup>2</sup>	
General registry	1	1	1x6m <sup>2</sup>	16m <sup>2</sup>	
Stores Flammable Items	1	1	1x40m <sup>2</sup>	20m <sup>2</sup>	
Stores non-flammable items	1	1	1x12m <sup>2</sup>	40m <sup>2</sup>	
<b>TOTAL SPACE ASSIGNABLE REQUIRED</b>				<b><u>466M<sup>2</sup></u></b>	
05 – PARKING Lock-up 10 - PARKING-UNDERCOVER 05 – OPEN PARKING BAYS					

**1. BACKGROUND:**

The purpose of this request is to solicit bids from interested BIDDERS in order to provide suitable office accommodation for the Department of Cooperative Governance and Traditional Affairs in Stanger. (Indicate centre/town/city)

Currently the Department of Cooperative Governance and Traditional Affairs is housed in Albert House, at Corner of Link and R102. However, the client Department has requested that KZN – Public Works arranges suitable office accommodation for both currently hired spaces in one building in an effort to consolidate its services.

Bidders are therefore requested to submit bids for existing or new buildings to sufficiently and suitably accommodate the functional needs of the Department of Cooperative Governance and Traditional Affairs.

**2. SCOPE OF WORK**

- **PERIOD OF LEASE: 5 years with the Department reserving an option to extend for a further period not exceeding 4 years and 11 months, if so required by the Department of Agriculture & Rural Development at the time. This extension will be subject to fair market rates being applied at time of option being exercised and the bidder being approachable to providing a discount to the Department as well as the Department considering the landlord's performance in terms of maintenance of the building during the 5 year period.**

**PERIOD OF LEASE: 5 YEARS**

**OCCUPATION DATE:** \_\_\_\_\_

\_\_\_\_\_  
Bidder's signature

\_\_\_\_\_  
Date

## SECTION K

### BID FORM (To be completed by Bidder)

**ZNT 02953W**

CLOSING DATE & TIME	BID NUMBER	LEASE PERIOD	VALIDITY PERIOD
@11:00	ZNT 02953W	5 years	90 DAYS

NB: BID PRICES MUST BE IN SOUTH AFRICAN CURRENCY AND BE INCLUSIVE OF VALUE-ADDED TAX

#### DESCRIPTION OF BID AND BID PRICE

**DESCRIPTION:** HIRE OF **SUITABLE EXISTING** OFFICE ACCOMMODATION FOR THE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT. AN LETTABLE AREA SUFFICIENT TO ACCOMMODATE 466M<sup>2</sup> OF ASSIGNABLE AND 20-25% NON ASSIGNABLE OFFICE SPACE PLUS 05 LOCK UP, 10 UNDERCOVER, AND 05 OPEN PARKING BAYS.

FOR 5 YEARS : R \_\_\_\_\_

AMOUNT IN WORDS - \_\_\_\_\_  
\_\_\_\_\_

LEASE PERIOD: \_\_\_\_\_calendar months

#### NAME OF BIDDER AND SIGNATURE

NAME OF BIDDER: \_\_\_\_\_

NAME OF PERSON AUTHORISED TO SIGN BID: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## SECTION L

### NOTES ON OFFER TO LEASE FORM

- (a) The "Offer to Lease" is a four (4) page document and forms the base of the lease agreement and this tender. Particular care must be taken when completing this document. The first two pages must be initialled and the last page signed in full. Failure to complete this document fully may invalidate the bid.
- (b) *RENTAL*  
The information contained in this document forms the base of what will be recorded in the lease agreement and must be accurate. Insert the escalation rate as a percentage next to the # symbol in the heading row. The escalation must be shown as a monetary figure in the table.

### EXAMPLE

The sum of the "TOTAL" and "ESCALATION" columns must equal the figure inserted in the "TOTAL/YEAR" column.

	TOTAL	ESCALATION# 5%	TOTAL/YEAR
Year 2			

NB: The calculations must not be rounded off to the nearest Rand and must reflect the cents. Rounding off affects the rate/m<sup>2</sup> which is the base of the monthly rental levied.

**REMEMBER** the full contract amount inclusive of Value Added Tax (VAT) must be carried over to the bid form (Page 48 of this bid document). This is the figure on which the Department will adjudicate and apply preference points if applicable.

## SECTION M

### OFFER TO LEASE

FOR THE SUPPLY AND LETTING TO THE DEPARTMENT OF PUBLIC WORKS: KWAZULU-NATAL PROVINCIAL ADMINISTRATION OF LETTABLE AREA SUFFICIENT TO ACCOMMODATE 466M<sup>2</sup> OF **ASSIGNABLE** AND 20-25% NON ASSIGNABLE OFFICE ACCOMMODATION PLUS 05 LOCK UP, 10 UNDERCOVER, AND 05 OPEN PARKING BAYS.

**NB.** If the space provided is insufficient, additional information may be provided on a separate annexure {appropriately numbered/indexed}.

#### 1. TENDERER/LESSOR/AGENT/TRUSTEE DETAILS

NAME OF TENDERER \_\_\_\_\_

COMPANY \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

#### 2. PARTICULARS OF THE PREMISES OFFERED

<u>No.</u>	<u>Description</u>	<u>Response</u>
<u>1.</u>	NAME OF BUILDING	
<u>2.</u>	STREET ADDRESS OF BUILDING	
<u>3.</u>	ERF NUMBER/REGISTERED PROPERTY DESCRIPTION	
<u>4.</u>	TITLE DEED NUMBER OF PROPERTY OFFERED (ATTACH A CERTIFIED COPY OF TITLE DEED AT TIME OF BID CLOSING)	
<u>5.</u>	TOTAL AREA (m <sup>2</sup> ) OFFERED (LETTABLE AREA)	
<u>6.</u>	<u>LEASE PERIOD</u>	<u>5 YEARS</u>
<u>7.</u>	<u>BRIEF DETAILS OF IMPROVEMENTS</u>	
<u>8.</u>	<u>BRIEF DETAILS OF FIXTURES AND FITTINGS</u>	
<u>9.</u>	<u>FINISHES (AS IS):</u> <u>FLOOR</u> <u>WALLS</u>	



YEAR	TOTAL	ESC AMOUNT#	TOTAL PER YEAR
Year 1 ( A+B)		NIL	
Year 2			
Year 3			
Year 4			
Year 5			
<b>SUB TOTAL</b>			<b>(C)</b>
<b>VAT</b>			
<b>GRAND TOTAL CARRIED OVER TO TENDER FORM</b>			

# NB ESCALATION PERCENTAGE INCREASE TO BE STATIC THROUGH OUT CONTRACT PERIOD.

3. **ACCOMMODATION LAYOUT/REFURBISHMENT (IF EXISTING)**

**IT MUST BE NOTED THAT THE TIME PROVIDED FOR THE REFURBISHMENT OF EXISTING BUILDINGS IS NOT TO EXCEED 4 MONTHS FROM DATE OF SIGN OFF ON LAYOUT PLANS.  
SIGN OFF ON PLANS TO BE FINALIZED WITHIN 4 WEEKS FROM DATE OF AWARD.**

**NB: SUMMARY TOTALS FOR ALL OFFERS TO BE CARRIED FORWARD TO BID FORM ON PAGE 48 OF THIS DOCUMENTS. TOTAL A+B+C = R \_\_\_\_\_**

4. **STATE NOT RESPONSIBLE FOR THESE COSTS**

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

4.

4.1 Services	State	Lessor	Estimated Cost per month
4.1.1 water consumption	Client Department to pay directly to the Municipality _indicate the name of the client dept here		
4.1.2 Electricity consumption	As above		
4.1.3 Sanitary Services	As above		
4.1.4 Refuse removal	As above		
4.1.5 Domestic cleaning services	Client will contract own cleaning services for space it occupies		
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			
4.2.7 Alarm System			
4.3 Rates and Taxes	State	Lessor	Estimated Cost per month
4.3.1 Municipal rates and taxes and increases			
4.3.2 Insurance and increases			
4.3.3 SASRIA Insurance and increases			

4.4 Other responsibilities	State	Lessor	Estimated Cost per month
4.4.1 Contract Cost			
4.4.2 Fire Fighting Equipment and replacement thereof			
4.4.3 Cost of alterations			

STATE IS NOT PREPARED TO ACCEPT RESPONSIBILITY FOR COSTS INVOLVED WITHIN GREY COLUMNS

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

## 5. NATIONAL BUILDING REGULATIONS

TYPE	YES	NO
5.1.1 Electricity compliance Certificate		
5.1.2 Fire Regulation		
5.1.3 Accessibility Regulation		
5.1.4 Health and Safety Regulation		
5.1.5 Occupation certificate to be submitted post reconfigurations		

## 6. DECLARATION

I, the undersigned, herewith declare that I have taken cognisance of the details, conditions and requirements contained in all the documentation attached to this offer form and I herewith offer, in accordance with such conditions, the accommodation/building to let.

SIGNATURE: \_\_\_\_\_

PLACE: \_\_\_\_\_

DATE: \_\_\_\_\_

## SECTION N

### AUTHORITY TO SIGN A BID

#### A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

#### AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20....., Mr/Mrs.....

..... (whose signature appears

below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company) .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF COMPANY: .....  
(PRINT NAME)

SIGNATURE OF SIGNATORY: ..... DATE: .....

WITNESSES: 1 .....

2 .....

#### B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the

sole owner of the business trading as

.....

.....

.....  
SIGNATURE  
(PRINT NAME)

.....  
DATE

**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as.....

hereby authorized .....to sign this bid as well as any

contract resulting from the bid and any other documents and correspondence in connection

with this bid and /or contract on behalf of

.....	.....	.....
<b>SIGNATURE</b>	<b>SIGNATURE</b>	<b>SIGNATURE</b>
(PRINT NAME)	(PRINT NAME)	(PRINT NAME)

.....	.....	.....
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

**A. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....

.....Mr/Ms....., whose

signature appears below, has been authorised to sign all documents in connection with this bid

on behalf of (Name of Close Corporation) .....

.....

**SIGNED ON BEHALF OF CLOSE CORPORATION:** ..... (PRINT NAME)

**IN HIS/HER CAPACITY AS** ..... **DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1 .....

2 .....

**E CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative).....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**  
(PRINT NAME)

.....

**IN HIS/HER CAPACITY AS:**.....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:**.....

**NAME IN BLOCK LETTERS:**.....

**WITNESSES:** 1 .....

2 .....

## **F JOINT VENTURE**

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

### **AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs.....,Mr/Mrs.....,

Mr/Mrs.....and Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture).....

**IN HIS/HER CAPACITY AS:**.....

**SIGNED ON BEHALF OF (COMPANY NAME):**.....  
(PRINT NAME)

**SIGNATURE :**..... **DATE:**.....

**IN HIS/HER CAPACITY AS:**.....

**SIGNED ON BEHALF OF (COMPANY NAME):**.....  
(PRINT NAME)

**SIGNATURE:**..... **DATE:**.....

**IN HIS/HER CAPACITY AS:**.....

**SIGNED ON BEHALF OF (COMPANY NAME):**.....  
(PRINT NAME)

**SIGNATURE:**..... **DATE:**.....

**IN HIS/HER CAPACITY AS:**.....

**SIGNED ON BEHALF OF (COMPANY NAME):**.....  
(PRINT NAME)

**SIGNATURE:**..... **DATE:**.....

## **G. CONSORTIUM**

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

### **AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on.....20...

Mr/Mrs.....

(whose signature appears below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium).....

**IN HIS/HER CAPACITY AS:**.....

**SIGNATURE:**..... **DATE:**.....

(PRINT NAME)

SECTION O

COMPULSORY BRIEFING SESSION CERTIFICATE

Date : 08 OCTOBER 2019

Time : 11:00

Venue : 455 KING CETHWAYO HIGHWAY MAYVILLE– FOURTH FLOOR BOADROOM

Site/building/institution involved: Department of Agriculture & Rural Development

Bid no.: ZNT 02953W

Service: Hire of office accommodation: **Department of Agriculture & Rural Development**

\*\*\*\*\*

THIS IS TO CERTIFY THAT (NAME) \_\_\_\_\_

ON BEHALF OF \_\_\_\_\_

ATTENDED THE OFFICIAL BRIEFING SESSION/INSPECTED ON \_\_\_\_\_ (DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

\_\_\_\_\_  
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE  
(PRINT NAME)

DATE: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE  
(PRINT NAME)

DEPARTMENTAL STAMP  
(OPTIONAL)

DATE: \_\_\_\_\_

## **SECTION P**

### **OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993 (APPLICABLE FOR BUILDINGS, ALTERATIONS AND ADDITIONAL WORK ONLY)**

The Lessor as an employer in terms of the Occupational Health and Safety Act, Act 85 of 1993 needs to ensure that any additions, alterations, modifications and repairs are performed in line with the requirements of the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of 7 February 2014 and SANS 10400.

In addition to the above-mentioned the Lessor and/or Contractors employed by the Lessor need to comply with the following where applicable:-

- 1) The Lessor must include the health and safety specification in the tender documents (Regulation 5.1 (f));
- 2) The Principal Contractor must provide and demonstrate to the Lessor a suitable, sufficiently documented and coherent site specific health and safety plan, based on the Lessor's documented health and safety specification contemplated in regulation 5 (1) (b), which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses (Regulation 7.1 (a));
- 3) The Lessor must discuss and negotiate with the principal contractor the contents of the principal contractor's health and safety plan contemplated in regulation 7(1)(a), and must thereafter finally approve that plan for implementation (Regulation 5.1 (l));
- 4) The Lessor shall take all reasonable steps to ensure that the each contractor's health and safety plan contemplated in regulation 7 (1) (a) is implemented and maintained. The Lessor must ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days (Regulation 5.1 (n & o));
- 5) The Lessor must ensure before any work commences on a site that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) (Regulation 5.1 (j)); and
- 6) The Principal Contractor performing work on behalf of the Lessor must ensure that he conducts his work in such a manner as to ensure as far as is reasonably practical that persons other than those in his employment who may be directly affected by his activities are not thereby exposed to hazards to their health and safety (Section 9 (1 and 2) of the OHS Act, Act 85 of 1993).

## SECTION Q

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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 SBD 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 (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> 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.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## SECTION R

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the 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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the 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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

#### 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.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## Section S

### 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.**

---

#### 3. GENERAL CONDITIONS

3.1 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

3.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

3.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

3.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

3.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 4. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1)  
B-BBEE Status level certificate issued by an authorized body or person;
  - 2)  
A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3)  
Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

#### 5. POINTS AWARDED FOR PRICE

##### 5.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

## 6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

## 7. BID DECLARATION

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

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

- 8.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 9. SUB-CONTRACTING

- 9.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

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

- 9.1.1 If yes, indicate:

- vi) What percentage of the contract will be subcontracted.....%
- vii) The name of the sub-contractor.....
- viii) The B-BBEE status level of the sub-contractor.....
- ix) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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		

10. **DECLARATION WITH REGARD TO COMPANY/FIRM**

10.1 Name of company/firm:.....

10.2 VAT registration number:.....

10.3 Company registration number:.....

10.4 **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium  
☐ One person business/sole propriety  
☐ Close corporation  
☐ Company  
☐ (Pty) Limited  
[TICK APPLICABLE BOX]

10.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

10.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer

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

[TICK APPLICABLE BOX]

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

10.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- v) The information furnished is true and correct;
- vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- vii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- viii) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (f) disqualify the person from the bidding process;
  - (g) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (h) 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;
  - (i) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (j) forward the matter for criminal prosecution.

WITNESSES

3. ....

4. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

SECTION U

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each**

product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## **Annexure B**

### **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 anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

## **2. Application**

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

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

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

### **3. General**

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

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

### **4. Standards**

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

### **5. Use of contract documents and information; inspection.**

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5. except for purposes of performing the contract.

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

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

### **6. Patent rights**

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

### **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme

temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

## **14. Spare parts**

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

### **23. Termination for default**

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC

Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

## **24. Anti-dumping and countervailing duties and rights**

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

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

## **33. National Industrial Participation (NIP) Programme**

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.

**ANNEXURE C**

LEASE NO. : \_\_\_\_\_  
FILE REF. NO. : \_\_\_\_\_

**AGREEMENT OF LEASE**

Entered into between

.....

**(Registration number:.....)**

Represented herein by ..... **(ID No.....)** in his capacity as

.....

Duly authorised representative

(Hereinafter referred to as the LESSOR)

And

**PROVINCIAL GOVERNMENT OF THE PROVINCE OF KWAZULU-NATAL  
(HEAD: KZN PUBLIC WORKS)**

Represented herein by

\_\_\_\_\_ in his capacity as the Head: KZN Public Works

Duly authorised representative

(Hereinafter referred to as the LESSEE)

INITIALS	
LESSOR	LESSEE
.....X.....	.....
.....X.....	.....
.....X.....	.....

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**INITIALS**

LESSOR      LESSEE

.....X.....

.....X.....

.....X.....

**1. INTERPRETATION**

- 1.1 In this agreement, unless the context otherwise indicates, the following words and expressions shall bear the meanings assigned thereto below in this sub-clause:
- 1.2 The “LESSOR” shall mean the Landlord (.....) or the company/trust/cc name or agents acting on behalf of the owner.
- 1.3 The “LESSEE” shall mean the Provincial Government of the Province of KwaZulu-Natal
- 1.4 The “user department” shall mean the Department of in occupation of the hired premises and in this instance refers to the **Department of .....**
- 1.5 official handover date: will be the 3<sup>rd</sup> week of the last month of the refurbishment period.
- 1.6 The “commencement date” shall mean the date as more fully described in clause 3.1 hereunder
- 1.7 The “lease period” shall mean the period as stipulated in clause 4 of this lease agreement.
- 1.8 The “exterior property” shall mean the verandah, passage way to the building, and this excludes the paintings and maintenance of the exterior structure of the building
- 1.9 The head notes to the paragraphs to this agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.10 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include females and words importing persons shall include partnerships and body corporate.
- 1.11 Reference to “the lease” or “this lease” shall mean this agreement of lease and all annexures thereto.
- 1.12 Calendar month – refers to a full month including week ends.

INITIALS	
LESSOR	LESSEE
.....X.....	.....
.....X.....	.....
.....X.....	.....

## 2. THE LEASED PREMISES

2.1 The LESSOR hereby lets, and the LESSEE hereby hires on behalf of and for occupation by the **Department of.....**, certain premises **in extent of .....m<sup>2</sup> plus .....open parking bays** and .....**Undercover parking bays described as (erf No).....** situated at (STREET address) .....

(Hereinafter referred to as “the premises”) subject to the following terms and conditions:

## 3. PERIOD OF LEASE

3.1. Irrespective of the date of signature the lease shall be a period of ..... (in words) (in number) years. The lease commencement date becomes effective on the 1<sup>st</sup> day of the month following official handover.

3.2 Should the lease expire and the User Department remains in occupation for a period thereafter, the Lessee undertakes to pay rentals based on the rates received for year one of this lease agreement. This clause does not intend to create expectation for automatic lease extensions/renewals but to address the period of occupation after expiry.

## 4. OFFICIAL HANDOVER OF PREMISES:

4.1 The official handover date is determined to be the 3<sup>rd</sup> week of the last month of the refurbishment period.

4.2 The Lessor is required to submit the following documents to the Lessee on handover date;

- Occupation certificate issued by the Local Municipality
- Occupation Health and Safety Certificate
- Air-conditioning Certificate
- Plumbing Certificate
- Fire-fighting certificate that building complies with fire escape and exit plan
- Entomologists certificate
- Electrical Compliance Certificate

4.3 The Lessor is to ensure that all snags are finalized, to the satisfaction of the Lessee, prior to handover of building.

INITIALS	
LESSOR	LESSEE
.....X.....	.....X.....
.....X.....	.....X.....
.....X.....	.....X.....

## 5. RENTAL

5.1 The accommodation rental per square meter shall begin at ...../m<sup>2</sup> shall be the sum of ..... (R.....) per month excluding/including VAT, during the first twelve months of the lease, but shall escalate at the rate of ..... (.....) per annum, the first such escalation to become operative on .....

5.2 Rental is payable only upon commencement date.

5.3 The rental shall be paid within 30 days from receipt of the invoice.

5.4 The Lessee will not be responsible for payment of any interest or penalties and/or legal costs for late rental payments which arise as a result of the Lessor being unable to produce a rental invoice as per clause 5.2, above.

The rental shall for the duration of the lease be as depicted in the following:

**Table 1**

Period	Year	Esc@	No Of Bays	Rate/Bay per Month	Hired space@ M <sup>2</sup> X R0	Rental/Mth (Incl Parking) (Excl VAT)	VAT (R)	Total Rental/month (R)

INITIALS  
LESSOR                      LESSEE  
.....X.....  
.....X.....  
.....X.....

5.5 Such payments to be made electronically to:

- **Account holder** : .....
- **Branch name** : .....
- **Bank Name** : .....
- **Account no.** : .....
- **Branch code** : .....

5.6 The aforesaid rental is exclusive of the charges levied by competent authority for water, electricity, and sanitation and refuse removal.

5.7 The aforesaid rentals shall/shall not attract Value Added Tax at the current rate as depicted under table 1, clause .3.

## 6. PARKING

6.1 In addition to the abovementioned accommodation the LESSOR shall provide:

Type of parking	No of bays	Rate/bay	Rate per Month
Open Parking Bays			
Undercover Parking Bays			
Garages			
TOTAL RENTAL PER MONTH			

6.2 The parking rental shall be the sum of ..... (R.....) per month for a period of the first twelve Months inclusive /exclusive of vat. This rental shall escalate at a rate of .....(.....%) per annum, such escalation to be operative from.....

6.3 The aforesaid rentals shall/shall not attract Value Added Tax at the current rate, as depicted under table 1, clause 4.3.

INITIALS	
LESSOR	LESSEE
.....X.....	.....X.....
.....X.....	.....X.....
.....X.....	.....X.....

**7. RECONFIGURATION OF BUILDING**

- 7.1 The premises shall be reconfigured according to specification and the period agreed upon between the LESSEE and the LESSOR. This period shall not exceed 4 calendar months which period shall commence on..... (INSERT DATE)
- 7.2 The Lessor is to ensure that the building is fully compliant in terms of the Occupational Health and Safety Act and the National building Regulations

**8. PENALTIES**

- 8.1 The penalty for failure to comply with the lease commencement date will be calculated at 1% per day of the monthly rental and will be off set from the first rental payable.
- 8.2 If the Lessor fails to meet any other of the timeframes arising out of this lease, the Lessee shall without prejudice deduct from the rental payment, as a penalty a sum calculated at 1% of the monthly lease amount per day of delay.

**9. ADDITIONAL WORK TO BE UNDERTAKEN AFTER OCCUPATION:**

- 9.1 Any additional work required by the User **Department of.....** must be undertaken by the Lessor. The cost of this additional work will be borne by the User Department.
- 9.2 The Lessor is compelled to provide the Department of Public Works with three (3) written quotations for consideration by the Department of Public Works within 21 days of the request made by the Lessee. The Department of Public Works will consider the cheapest quotation and the work must commence within two (2) working days after the Lessor is given the acceptance of the quote by the Department of Public Works to go ahead with the work.
- 9.3 Failure to comply with these timelines set out in clause 9.2 will result in the Department invoking penalties as per clause 8, above.
- 9.4 The Department of Public Works or its agents will not be responsible for undertaking any additional work on the premises nor will it be responsible for payment of additional work done by the Lessor without the written approval of the Lessee.

INITIALS	
LESSOR	LESSEE
.....X.....	.....
.....X.....	.....
.....X.....	.....

**10. USE OF PREMISES**

- 10.1 The **Department of .....** shall use the premises for office accommodation purposes only and for no other purposes whatsoever without the prior written consent of the LESSOR, and which consent shall not be unreasonably withheld.

**11. WORK OPPORTUNITIES AND JOB CREATION –**

- 11.1 The Lessor is required to ensure that ----- jobs are created in line with proposal submitted for ZNT \_\_\_\_\_ W, Annexure “A”.
- 11.2 The Lessor is required to submit proof of full time jobs created annually. Proof required will be copies of the employment contract together with copies of identity documents of employees and their contact numbers. This Department reserves the right to verify the information submitted by the Lessor.

**12. ACTIVITIES CONDUCTED ON THE LEASED PREMISES**

- 12.1 In the event of the LESSEE undertaking, or permitting to be undertaken, any activities in or the leased premises, which constitute:-
- 12.2 A breach of the peace and /or
- 12.3 A disturbance of the amenities and/or enjoyment of the other persons resident or employed in the general area and/or.
- 12.4 Conduct which is inappropriate or undesirable in or on premises under control of the LESSEE, the LESSOR shall have the right to call upon the LESSEE, in writing, to desist immediately, failing which such failure shall constitute a breach of this agreement and the LESSOR, notwithstanding the provisions of Clause 21, shall be entitled to terminate the lease forthwith.

INITIALS	
LESSOR	LESSEE
.....X.....	
.....X.....	
.....X.....	

**13. DOMESTIC SERVICE CHARGES**

13.1 The User Department shall be liable for the payment, direct to the competent authority, of charges for electricity, water, sanitation and refuse removals.

Or

13.2 The User Department shall make PRO RATA payment for charges of electricity, water, sanitation and refuse removals, direct to the Lessor in the event of being in a shared building. The LESSOR will submit monthly invoices directly to the User Department who will process such payments within 30 days of receipt of the invoices thereof.

13.3 No liability whatsoever shall rest upon the LESSOR for any interruption or failure of any Municipal or other services to the premises irrespective of the cause thereof, unless due to the negligence of the LESSOR.

**14. SUBLETTING OR CESSION OF LEASE**

14.1 The Lessee shall not cede, sub-let, mortgage or assign this lease or any of the rights held by it hereunder without having obtained the prior written approval of the LESSOR. Such approval shall not be unreasonably refused.

INITIALS	
LESSOR	LESSEE
.....X.....	
.....X.....	
.....X.....	

**15. MAINTENANCE OF LEASED PREMISES**

15.1 The LESSOR shall be responsible for the structural maintenance of the leased premises during the currency of this lease. Structural maintenance shall include maintenance of the building structure, water reticulation and sewerage system, the electrical and mechanical installations which form an integral part of the building and shall include, inter alia,

- The air-conditioning and heating units
- Water heating devices (including geysers)
- Lighting installations, including ballasts of fluorescent fittings
- Extractor fans
- Lifts
- Security access points
- Electrical gates
- Plumbing installation and maintenance
- Alarm systems and
- Any other electrical appliance or installation forming an integral part of the building and grounds, which shall include maintaining all Fire Fighting Equipment and Portable Fire Extinguishers.

13.2 The LESSEE shall notify the LESSOR of any structural defects in the leased premises as soon as the defects are discovered and the LESSOR shall be obliged to have such defects repaired, such repair to commence within (21) twenty one days of the notice being given by the Lessee. All work to be completed within 2 weeks of commence thereof. The structural defects referred to in this sub-clause are limited to the existing structure and its fixtures and in no way can the LESSEE compel the LESSOR to structurally alter the premises to remedy structural defects.

	INITIALS	
	LESSOR	LESSEE
.....	X.....	.....
.....	X.....	.....
.....	X.....	.....

13.3 If the LESSOR fails to commence with the necessary repairs to the structure of the leased premises or to the fixtures thereto within the stipulated period of twenty one (21) days, or a period agreed to between the Lessee and the Lessor in writing;

13.3.1 the LESSEE shall have the right to invoke the penalty clause, clause 8, above until the necessary repairs are completed to the satisfaction of the Lessee.

13.3.2 Or, the Lessee shall affect the necessary repairs to the premises and recover the costs thereof from the rental. This will only come into effect, if the Lessor has failed to rectify such repairs within the stipulated 21 days or a period agreed to between the Lessee and the Lessor; as per clause 15.2, above.

13.3.3 Or, the LESSEE shall have the right to terminate the lease forthwith and to claim from the LESSOR, who shall pay to the LESSEE, any additional rental that the LESSEE shall be obliged to pay in securing suitable alternative premises of similar extent and quality.

15.4 The LESSEE shall, to the satisfaction of the LESSOR, during the currency of this lease maintain the interior of the premises in a clean and tidy condition and in a good proper state of repair. Damage or deterioration caused by the willful or negligent act or omission on the part of the LESSEE or its clients shall be made good by the LESSEE to the satisfaction of the LESSOR.

15.5 The LESSEE shall, to the satisfaction of the LESSOR, during the currency of lease maintain the exterior property in a clean and tidy condition.

## 16. RIGHT OF INSPECTION

16.1 The LESSOR may at any reasonable time, in person, by an authorized agent or agents, enter upon the premises hereby leased, or portion thereof, for the purpose of inspection.

INITIALS	
LESSOR	LESSEE
.....X.....	
.....X.....	
.....X.....	

**17. IMPROVEMENTS**

- 17.1 The LESSEE shall not erect any buildings on, or effect any improvements to, the leased premises without the prior written consent of the LESSOR; such approval shall not be unreasonably withheld.
- 17.2 The Lessee has the right to claim compensation for any improvements it may have had to affect on the premises which are not of a permanent nature.
- 17.3 The LESSEE may remove any improvements effected by it provided they are not of a permanent nature and removal is effected prior to the date of termination of this lease, without damage to the said premises.

**18. INDEMNITY**

- 18.1 The LESSEE hereby indemnifies the LESSOR against all losses, expenses, actions and claims, including claims for damage to any property, injury or loss of life, and all costs, including costs between party and party, which the LESSOR may be adjudged or obliged to pay and arising directly or indirectly from any act or omission by the LESSEE, or his/ her clients.

**19. INSURANCE OF PREMISES**

- 19.1 The LESSOR shall insure the building adequately, against damage to the structure and fixtures both inside and outside caused by fire, burglaries, Vis major and political riots.
- 19.2 The LESSEE is not responsible for any loss or damage caused to the property of the LESSOR and / or that of his tenants, caused by Vis major or political riots, provided such damage is not due to the negligence of the LESSEE, or his servants, employees, agents or visitors.
- 19.3 The Lessor may be held responsible for damages suffered by the User Department in the event of fire, flooding and leaks at the hired premises.

INITIALS	
LESSOR	LESSEE
.....X.....	
.....X.....	
.....X.....	

## **20. TOTAL OR PARTIAL DESTRUCTION OF THE PREMISES**

- 20.1 In the event of the total destruction of the property by fire or any other cause whatsoever, the lease shall be terminated forthwith.
- 20.2 In the event of the partial destruction of the property by fire or any other cause whatsoever, the LESSOR shall have the right to either terminate this lease or to require the lease to continue, in which latter event there is to be a reduction in rental, calculated in an amount agreed to by both parties. Alternatively, should the parties be unable to agree on a revised reduced rental, this should be referred to two registered valuers in the area who will decide what the reduced rental would be.

## **21. BREACH OF THIS AGREEMENT**

- 21.1 In the event of either party being in breach or default of any of the terms and conditions of this lease, whether by non-payment of any rental or otherwise, the other party shall be entitled to give the defaulting party twenty one (21) days notice in writing to remedy such breach, and if after such notice, that party is still in breach or default, to cancel this lease forthwith, whereupon the LESSOR shall be entitled to re-occupy the premises without prejudice to the injured party's rights to sue the other for past breaches of this lease.
- 21.2 In the event of the LESSOR terminating this lease and the LESSEE disputing the LESSOR's right to so terminate and remaining in occupation of the premises, the LESSEE shall, pending settlement of such dispute, continue to pay the rental provided for in this lease for the period during which he continues in occupation, and the LESSOR shall be entitled to accept such payments, and such acceptance shall be without prejudice to and shall not in any manner affect the LESSOR's claim to the termination then in dispute and any consequential damages.
- 21.3 The LESSEE reserves the right to review leases where the BEE status of the composition of the company changes during the duration of the lease. Where the BEE composition of the company that the LESSEE has signed a lease contract with increases, the lease period shall remain unchanged for the entire duration of the lease. Instances where the BEE status or shareholding is decreased, the company will be expected to sustain the BEE shareholding percentage and failure to do so could result in the LESSEE reviewing the period of the lease.

	INITIALS
LESSOR	LESSEE
.....	.....X.....
.....	.....X.....
.....	.....X.....

**22. RELAXATION OR INDULGENCE**

- 22.1 Any relaxation or indulgence of whatsoever nature granted by one party to the other party shall not in any way prejudice or operate as a waiver of either party's rights in terms of this lease.

**23. LEASE TERMINATION**

- 23.1 Prior to the vacation of the leased premises, the Lessor and the Lessee agree to undertake a joint pre-vacation inspection in order to identify fair wear and tear, for which there will be no compensation. Fair wear and tear includes damage and soiling to carpets; tiling; painting; cupboards; ceilings; all partitioning; doors; blinds; light fittings; toilet cisterns and fittings, amongst others.
- 23.2 The lessee will not be liable for any structural wear and tear, structural being defined in clause 15.1, above.
- 23.3 Upon vacation of the premises by the User Department, the Lessee; Lessor and the User Department (insert name of client here) will undertake a final inspection on the last day of the vacation of the premises to address any areas where damage may have occurred as a result of the User Department moving out.
- 23.4 The LESSOR shall obtain at least three acceptable written quotes, where possible, for the repair of the listed damage. These quotes shall be presented to the LESSEE within 30 days of the lessee vacating the premises, for scrutiny and acceptance. The LESSEE shall obtain approval to accept the lowest quote and thereafter pay to the LESSOR an amount equal to the lowest of the acceptable quotes for the repairs. The LESSOR shall have the repairs affected in his own time and the LESSEE shall be liable for no more rentals after the termination of this lease and the return of the keys in terms of clause 24.1.

	INITIALS
LESSOR	LESSEE

.....X.....	
.....X.....	
.....X.....	

**24. VACATION OF THE LEASED PREMISES**

24.1 The LESSEE undertakes, upon termination of this lease, to peacefully and quietly, without let or hindrance, deliver up possession of the premises hereby leased giving the LESSOR free and vacant possession thereof and deliver the keys to:

Name:.....

Address:.....

Contact No.....

**25. DOMICILIUM CITANDI ET EXECUTANDI**

25.1 All notices which may be required to be served under this lease shall be deemed to have been validly delivered personally to or posted by registered post to the relevant party at the appropriate domicilium citandi et executandi specified hereunder.

The domicilium citandi et executandi of each of the parties shall be as follows:

**LESSOR:** \_\_\_\_\_ (If mailed)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (If delivered)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LESSEE:           Attention: Head: Public Works (if delivered)**

**O. R. TAMBO HOUSE  
191 Prince Alfred Street  
Pietermaritzburg  
3201**

INITIALS	
LESSOR	LESSEE
.....X.....	.....
.....X.....	.....
.....X.....	.....

Attention: The Head: Public Works (if mailed)  
O. R. TAMBO HOUSE  
Private Bag X 9041  
Pietermaritzburg  
3200

**26. GENERAL**

- 26.1 No variation of this lease shall be of force or effect unless it is in writing and is signed by both the LESSOR and the LESSEE or their representatives.
- 26.2 This lease contains all the terms and conditions of the agreement between the LESSOR and the LESSEE. The parties acknowledge that there are no understandings, representations or terms between the LESSOR and the LESSEE in regard to the letting of the premises other than those set out herein.

**THUS DONE AND SIGNED AT** \_\_\_\_\_

**ON THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **20**\_\_\_\_\_.

\_\_\_\_\_  
**For the Lessee, duly authorized**

**WITNESSES:**

1. \_\_\_\_\_
2. \_\_\_\_\_

**THUS DONE AND SIGNED AT** \_\_\_\_\_

**ON THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **20**\_\_\_\_\_.

\_\_\_\_\_  
**For the Lessor, duly authorized**

**WITNESSES:**

1. \_\_\_\_\_
2. \_\_\_\_\_