KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

OFFICE ACCOMMODATION

Invitation to Tender – ZNT3078W

Suitable and capable service providers are invited to bid for Supply and letting of suitable Office Accommodation to the Department of Public Works: Kwazulu-Natal on behalf of Department of Agriculture and Rural Development Procurement of suitable office of the extent of **476M²** Plus 20% - 25% Non-Assignable area which is **59.50M²)** Plus 21 Parking Bays (10 Under Cover, 6 Lock up, 04 Open Bays and 01 disabilities for a period of 05 Years, with an option to Extend for a further 04 Years And 11 Months.

Collection of Bid Documents
Tender documents may be downloaded from the Departmental website www.kznworks.gov.za

Briefing Session is COMPULSORY.

The Compulsory briefing session will be held as follows:
Date: 19 January 2023
Venue: Southern Regional Office,
10 Prince Alfred street Extension at the Warehouse
Time: 11:00

Queries relating to the issue of these documents may be addressed to Ms. J.N Ngidi Tel. No. (033) 897 1300: E-mail Janet.Ngidi@kznworks.gov.za and Lulu.Ndokweni@kznworks.gov.za

The closing time for receipt of Tenders is **11h00, at 10 Prince Alfred Street .** Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	3078	CLOSING DATE:	8 February 2023	CLOSING TIME:	**11h00**
DESCRIPTION	Hire Of Office Accommodation				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)					
Southern Regional Office, 10 Prince Alfred Extension, Pietermaritzburg 3201					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms J. Ngidi**	CONTACT PERSON	**Ms L, Ndokweni**
TELEPHONE NUMBER	**033 897 1445**	TELEPHONE NUMBER	**033 -897 1327**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**Janet.Ngidi@kznworks.gov.za**	E-MAIL ADDRESS	**Lulu.ndokweni@kznworks.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE			NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE			NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. 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.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. 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.
6. 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.
7. 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 shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. 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.
9. 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.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

SECTION B

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 Administration (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/we 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 Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury General Conditions of Contract and Standard Bidding Documents, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal Conditions of Contract, with which I/we am fully acquainted;
   (c) if I/we withdraw my bid within the period for which I/we 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/we 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 (full physical address) :
   .....

   .....

3. I/we furthermore confirm that I/we 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/we 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.

SECTION C

CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, 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 contractor 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 which 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 D

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of a bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the form TCC 001 "Application for a Tax Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate/ Valid Tax Compliance Pin Requirements are also applicable to foreign bidders/individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval. Copies of TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

3. The Tax Clearance Certificate / Valid Tax Compliance Status Pin must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Applications for the Tax Clearance Certificates / Valid Tax Compliance Status Pin 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.

SECTION E

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.

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1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

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

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

2. 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:

B-BBEE Status level certificate issued by an authorized body or person;

A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

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;

3. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

YES		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		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[*TICK APPLICABLE BOX*]

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

8.8 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. .....

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

DATE: .....

S ADDRESS

.....

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.

2. Prospective suppliers should self-register on the CSD website www.csd.gov.za

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;

   3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted or less favorable arrangements are made.

4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**

5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION G

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)
.....CSD Registration

Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: .....

SECTION H

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Address where Briefing is held:

_____

Bid Reference No: **ZNT3078W**

Service: Hire of Office Accommodation _____

****

This is to certify that (bidder's representative name)

_____

On behalf of (company name) _____

Attended the Compulsory Briefing Session held on ___/___/_____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

_____

Signature of Bidder or Authorized Representative

DATE: ___/___/_____

_____

Name of Departmental Representative
(PRINT NAME)

Departmental Stamp With DATE

SECTION I

SBD 3.1

PRICING SCHEDULE – FIRM PRICES

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED which may be subject to further negotiations, if applicable**

Name of bidder……	Bid number"znt3078W……
Closing Time 11:00	Closing date: 08 February 2023

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

BID PRICE INCLUDING VAT: R ……

TOTAL AMOUNT IN WORDS:……

……

NAME OF BIDDER:	SIGNATURE	DATE:
……	……	……

FOR OFFICE PURPOSES ONLY

IMPORTANT
Mark appropriate block with "X"

HAVE ANY ALTERATIONS BEEN MADE?	YES	NO
HAS AN ALTERNATIVE BID BEEN SUBMITTED?	YES	NO
IF APPLICABLE: DID THE BIDDER ATTEND THE		

SBD 4

SECTION J

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

.....

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

3 DECLARATION

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

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

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

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

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

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

SECTION K

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;
b. the contractor and the DTI will sign the NIP obligation agreement;
c. the contractor will submit a performance guarantee to the DTI;
d. the contractor will submit a business concept for consideration and approval by the DTI;
e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
f. the contractor will implement the business plans; and
g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number ..... Closing date: .....

Name of bidder.....

Postal address .....

.....

Signature..... Name (in print).....

Date.....

SECTION L

1. MANDATORY RESPONSE REQUIREMENTS

1.1. The bidder's proposals must include all the mandatory requirements outlined herein, failure to do so will result in the disqualification of the bid.

MANDATORY REQUIREMENTS	Comply
1. PROPERTY OWNERSHIP Bidder should ideally be the owner of the property offered. If not, the owner must provide the power of attorney to act on his/her behalf and a copy of the power of attorney must be included in the submission of the bid. A signed deed of sale agreement will be considered for property that is in the process of being purchased by one entity to another. Compliance requirements: i) Certified copy of the Title deed if owner is directly bidding *or*; *ii)* Attach both certified copy title deed *and* copy of power of attorney/ signed mandate letter, if bidding as an agent/broker/independent company using another person's, *or* iii) Copy of fully signed Sale Agreement together with the title deed of the current owner of the building	
2.PROPERTY SIZE AND SPACE PLANNING REQUIREMENTS The building must comprise a minimum of 476m^2 assignable space of 20% - 25% of non-assignable space depending on the configuration. The bidder must provide a space planning layout as per the attached client's needs. Annexure required: I. Bidder to provide floor plans showing proposed layout in line with client specification (See specification from page 55). II. Plans must also depict the Emergency and Evacuation Routes/points III. A letter from architect confirming the minimum gross lettable area. IV. Bidder to provide a letter confirming that the space offered meets the client's needs V. Both of the above to be signed off by an Architect.	

3. PROVISION OF PARKING 3.1 The Bidder must submit a parking plan, signed off by the Registered Professional Architect, indicating the availability of on-site bays as follows; **PARKING REQUIREMENTS** 21 Parking Bays, made up of the following categories; Lock up – **06 (of which all must be on site)** Undercover – **10 (of which all must be on site)** Open Bays – **04 (of which all must be on site)** Bays for people with Disabilities – **1 (of which all must be on site)** 3.2 The Plan must further demonstrate the provision of the balance of bays which are to be provided off-site. At least 50% is located on site and the balance within 100m from the building, as per client's needs	
4. BUILDING SUPPORT SERVICES 4.1 Business Continuity Plan signed by the Bidder iro the following; i) Water (provision of potable back-up water supply for a 12 hour period to service toilets; available drinking water in the instance of disruption of municipal services) ii) Electricity (provision of functional back up electricity supply that will service the entire leased premises in the event of municipal disruption) The Bidder must submit a letter of Commitment that confirms the provision of potable back up water and electricity supply, which will be made available prior to the client taking occupation of the building.	

5. ZONING OF PREMISES – include below under Annexures to be submitted Buildings must be zoned either; Commercial; Office or Public Buildings Bidder must provide Town planning certificate from Local Municipality confirming the zoning	
6. LOCATION OF BUILDING Building needs to be located In Camperdown/Mkhambathini Local Area; require office that need to be within 3km radius from Taxi Rank. Returnable: A Google Map Print out clearly depicting compliance with the requirements.	
7.CONDITION OF OFFERED BUILDING- 7.1 **Latest Occupation Certificate** of the Offered Building if it is an existing building that was previously occupied. 7.2 For newly constructed/under construction buildings; the Bidder needs to submit the **Approved Plans** by the Local Municipality. Occupational Certificate will be required prior to occupation by the client Department	
8. MAINTENANCE PLAN - Bidder to submit a comprehensive plan detailing the maintenance scheduling of the building for the lease duration iro the following; (i) All categories (structural; mechanical; electrical; plumbing; upgrading of finishes, as required; etc) (ii) Plan to include projected Dates (iii) Provision for dealing with unplanned maintenance with turnaround time (iv) Plan to highlight how issue of locality; use of sub-contractors in line with targeted groups and job creation during the lease period will be addressed. This must be categorized into skilled and unskilled jobs; youth women and people with disabilities. **NB: These conditions will be included on the lease agreement. All maintenance done on leased premises must be done in line with Occupational Health and Safety Standards**	

SECTION M

SPECIFICATION OF MINIMUM REQUIREMENTS

The following requirements are to be fully met *prior* to occupation taking place, in some instances relevant Certificates will be required. The Department reserves the right to verify the accreditation and qualifications of the service providers used for the maintenance and repairs. Non-compliance will be deemed as breach of contract.

A) ARCHITECTURAL

1. The Lessor is to reconfigure the premises to the client's needs/specification.
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, equivalent to Plascon, approved type.
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 panelling 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 with similar or better quality and should not be patched.
9. Partitioning for the construction of offices, storerooms etc, is to be of the "Rhino-Drywall" type complete with aluminium 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 with good acoustics or other approved ceiling tiles. 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 throughout the damaged section.
13. All external doors, PABX, file server rooms to be provided with a trellidor type security gate.
14. All ground floor level windows are to be supplied with burglar bars.
15. All fire escapes/emergency exits are to conform to the relevant clauses of SANS code(s).

16. **CONSTRUCTION AND APPEARANCE OF THE BUILDING:**
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 provide as required by the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

17. **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

18. **KITCHENS**
- Tea kitchens to have tiles and hydro boils with basic cupboards and sink. Sinks to allow for splash backs (600mm minimum).

19. **PARKING**
- **Provision of loading and off-loading areas with suitable turning space for heavy duty vehicles (10 ton and more)**
- Parking areas are to be finished with either concrete, paving bricks or a tarred finish – all able to withstand the weight of the vehicles required by the tenant operations. Parking areas are to be properly demarcated. Parking Bays must be minimum 2.5m x5m.
- All parking to be provided within a secured and gated area that complies with the needs of the client department.
- Undercover Parking provided covered with chromadek sheeting or similar.

- 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).
- Loading bays must be of acceptable size that meets standards.
- State vehicle parking should be securely housed.
- All departmental parking to have separate entrance if shared and must be numbered and fenced.

21. WASHING BAY (If applicable)

- A suitable area needs to be provided to enable the washing of state vehicles where there is drainage for water as per client's requirements.

21. MATERIALS AND FINISHES

- All walls and ceilings, whether painted or otherwise finished shall be of an acceptable pastel 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 Hand Wash Basins 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.

22. FLOOR COVERING

- Floor covering shall be of an acceptable standard and quality which last approximately 10 years. The Lessor is to ensure that rubber treads are fitted to all slippery surfaces.

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

- All carpets in offices to be Berber point sheeting type or similar.

- 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.

23. PASSAGE WIDTH

- Where certain functions within the building necessitate wider passages than the standard width those specific areas will be identified and will be specified during the layout plan approval.

24. FLOOR TO CEILING HEIGHTS

- Floor to ceiling 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.

25. 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

26. TOILET FACILITIES

- The provision of toilet facilities must comply with relevant **SANS code.**
- Physically challenged persons:: Ramp and disabled toilet to accommodate people with disability 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 or upgraded.

27. RECEPTION AREAS

Provide reception counter at reception areas to match user requirement.

(B) MECHANICAL:

AIR-CONDITIONING:

1 All offices to have split air-conditioning.

2 All air-conditioners are to be serviced by a reputable / registered mechanical contractor and to be in good working condition always.

3 Areas demarcated as file server and PABX areas are to be provided with separate stand-alone air-conditioner units to operate continuously.

4 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 include Aerosol biocide to prevent potential build-up of micro-organisms within the building and the HVAC ducting must be cleaned and decontaminated at regular intervals

LIFTS

1 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.

2 The lifts must be disabled- friendly

(C) ELECTRICAL

1. Main Municipal/Eskom Supply
Power supply to be adequate and all costs for upgrading to be borne by the Lessor.

2 COMPLIANCE

2.1 Distribution Board's to conform to the SANS 10142 regulations.

2.2 An electrical compliance certificate is to be provided by an accredited person prior to occupation.

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 8m² 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 out let 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 The premises shall be provided with sufficient light (Natural and/or artificial)).

4.2 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.

4.3 Adequate lighting to be provided around the exterior of building and to all parking areas, pathways, staircases etc.

4.4 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.

4.8 The Lessor is to ensure that all dark areas within the property are sufficiently illuminated

5.0 MAINTENANCE

5.0 The Lessor shall be responsible for all maintenance of electrical installations, where it is specified, which form an integral part of the building and shall include inter alia:
Lighting installations, including ballasts of fluorescent fittings or replacement of LED 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.

NOTE: All electrical work to be done according to the SANS 10142 specification.
An electrical compliance certificate covering the complete leased building is to be provided by an accredited service provider prior to occupation.

6. BACKUP GENERATOR –
Backup generator to power the entire building during power outages
Backup generator with automatic power switch to power the premises in line with the User Department's specification. The Lessor shall be responsible for maintenance and refuelling of the generator after handover of the building.
The Lessor shall claim for fuel costs from the User Department. The User Department reserves the right to request for proof prior to payment.

7. CLEANING
A storeroom for cleaning equipment and material must be provided with a drip sink, and shall comply with the requirements of the hazardous Chemicals Act regarding storage of chemicals.

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.

9 A letter of appointment of a Building Manager with contact details and 24 hour availability who will attend to all problems of maintenance for the duration of the lease must be submitted.

(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.

OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

FIRE DETECTION AND EQUIPMENT

The lessor is required to install a comprehensive fire detection system, which must be able to activate the smoke ventilation sensors, sprinklers, emergency doors, drop elevators to the bottom level and activate the fire alarm, in the event of a fire.

FIRE PROTECTION EQUIPMENT (FIRE EXTINGUISHERS, HYDRANTS & HOSEREELS)

- The lessor shall ensure that the premises complies with SANS 10400-T: 2011, Edition: 3 SANS 10400-W: 2011, Edition: 3, both pertaining to fire compliance.
- The lessor is responsible to ensure that all fire protection equipment and fire systems are serviced and maintained in line with Industry Norms by a reputable service provider.
- A signed service contract with a reputable service provider for the servicing of fire protection equipment and fire systems shall be submitted prior to occupation.
- The maintenance plan for duration of the lease period shall be submitted prior to occupation.
- The firefighting equipment must be serviced by a reputable service provider prior to occupation.
- Passive System on Evacuation doors
- Dedicated Assembly Point
- Evacuation plans on all floors
- PA system audible throughout the building controlled from the main entrance.

FUMIGATION

- The Lessor is responsible for the fumigation of the common areas, if within a shared building. The lessor must ensure fumigation against rodents and venomous snakes within the perimeter/boundary of the property.
- The User Department is responsible for fumigation of the hired areas within the building unless it is a stand-alone building whereby the User Department is responsible, after occupation, for fumigation of the entire building, excluding the external perimeter/boundary.
- The Department reserves the right to request for an Entomologist Certificate.

_____ _____

Bidder's Signature **Date**

OTHER SPECIAL REQUIREMENTS

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

- **The accommodation offered must be on continuous floors of 476m² either from top level coming down or lowest level going up expect for common arrears like foyer etc, with separate entrance and egress on floors, if in a shared building**
- Building Efficiencies: The Landlord is to ensure and submit a proposal for the following;
- **Water saving eg, tanks to harvest and use of grey** water
- **Energy saving eg, bulbs and motion sensors; use of solar panels to reduce costs; use of more natural lighting; skylights; etc.**

Building must not be within 100 meters of undesirable places, eg. Shebeens and casinos etc

- **GUARD HOUSE**
  - **It must be a wooden structure with adequate windows air conditioning and access to ablution facilities**

    Security guard hut to be provided in all entrance and exit points

    Where the guardhouse is separate from the building, it must of an acceptable standard in line with the User Department's approved specification.

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 x-ray 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.

2. SECURITY CONTROL ROOM

On site security is required

- 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/Card Reader system and locks for main Entrance and CCTV coverage for entry and egress thereto. CCTV camera must also be installed throughout the building also 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 Office of the Premier 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.

3. 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.

4. 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

12 STATUTORY REQUIREMENTS

12.1 The lessor is to ensure compliance with the following;

- Occupational Health and Safety Act, 85 of 1993, as amended
- Occupational Health and Safety Regulations
- SANS 10400 Building Regulations
- Relevant Municipal By-Laws

13 IN ADDITION TO THE ABOVE THE LESSOR MUST ENSURE THE FOLLOWING;

- Alarm system on all main doors which is armed and disarmed per floor from the control room
- Fire Panel linked to emergency services
- Fire hose rails
- Fire suppression system
- Smoke detectors
- Fire extinguishers with a service plan

14. IT REQUIREMENTS

- Server room must accommodate 1164m2
- 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

15. TIMEFRAME FOR ACCEPTANCE OF AWARD AND COMPLETION OF RECONFIGURATION

- The period between the Letter of Award, acceptance thereof, planning meetings and reconfiguration of the building must be reasonable.
- The projected maximum period for reconfiguration of this bid is 7 months. However, the awarded bidder will be required to submit a project plan for reconfiguration that will be assessed by our Professional Services.
- **The Department reserve the right to alter the project plan submitted by the awarded bidder.**

16. LEASE EXPIRY:
Should the lease expire and the User Department remains in occupation for a period thereafter, the Lessee undertakes to pay rentals based on the rental payable for last year of this lease agreement to the Lessor for the period that the client remains in occupation. This clause does not intend to create expectation for automatic lease extensions/renewals but to address the period wherein the User remains in occupation and the Lessee makes rental payments.

Bidder's Signature _____ **Date** _____

SECTION N

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

1.1 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.

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

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

3. General

1.1 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.

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

4. Standards

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

5. Use of contract documents and information; inspection.

4.1 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.

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

4.3 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.

4.4 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 (N/A)

1.1. 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.

2. Performance security (N/A)

1.1 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.

1.2 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.

1.3 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:

3. 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

4. a cashier's or certified cheque

1.4 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.

2. Inspections, tests and analyses

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

2.2 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.

2.3 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.

2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 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 (N/A)

1.1 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.

1.2 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.

2. Delivery and documents

2.1 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.

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

3. Insurance (N/A)

3.1 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.

4. Transportation

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

5. Incidental Services (N/A)

5.1 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.

5.2 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.

6. Spare parts (N/A)

6.1 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.

7. Warranty (N/A)

7.1 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.

7.2 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.

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

7.4 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.

7.5 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.

8. Payment

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

8.2 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.

8.3 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.

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

9. Prices

9.1 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.

10. Contract amendments

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

11. Assignment

11.1 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.

12. Subcontracts (N/A)

12.1 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.

13. Delays in the supplier's performance (N/A)

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

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

14. Penalties (N/A)

14.1 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.

15. Termination for default

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

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

15.7 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.

16. Anti-dumping and countervailing duties and rights

16.1 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.

17. Force Majeure

17.1 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.

17.2 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.

18. Termination for insolvency

18.1 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.

19. Settlement of Disputes

19.1 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.

19.2 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.

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

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

19.5 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.

20. Limitation of liability

20.1 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.

21. Governing language

21.1 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.

22. Applicable law

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

23. Notices

23.1 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

23.2 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.

24. Taxes and duties

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

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

24.3 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.

25. National Industrial Participation (NIP) Programme

25.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

26. Prohibition of Restrictive practices

26.1 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).

26.2 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.

SECTION O.

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

1. CONTRACT PERIOD

1.1 *5 years period with an option to Extend for a further 4 years and 11 months*

2. EVALUATION CRITERIA

There are *(number of evaluation phases)* main stages in the selection process, namely, ensuring that bids comply with Administrative Compliance, Mandatory Requirements, (Section L), Price and Preference (Section E).

2.1. **Step 1 - Administrative Compliance**

Check and verify compliance with the submission and completion of bid documents viz Annexure A, Sections A to T.

The following are some of the documentation that must be submitted:

Criteria		Yes	No	Remarks
PART A	Invitation To Bid (SBD 1)			
PART B	Terms And Conditions For Bidding (SBD 1)			
SECTION A	Special Instructions Regarding Completion Of Bid			
SECTION B	Conditions of bid			
SECTION C	Certificate of correctness			
SECTION D	Tax Clearance Certificate requirements			
SECTION E	Preference points schedule			
SECTION F	Registration on Central Suppliers Data Base			
SECTION G	Declaration that information on CSD			
SECTION H	Official briefing session form			
SECTION I	Pricing Schedule (SBD 3)			
SECTIONJ	Bidders disclosure (SBD4)			
SECTION K	National industrial participation programme (SBD5)			
SECTION L	Mandatory response criteria			
SECTION M	Specification of minimum requirements			
SECTION N	General conditions of contracts			
SECTION O	Special conditions of contracts			
SECTION P	Authority to sign the bid			
SECTION Q	Notes on offer to lease form			
SECTION R	Offer to lease			
SECTION S	Needs assessment			
SECTION T	Draft lease			

3. COMPULSORY TO OUTSOURCE FICILITIES MANAGEMENT DURING LEASE PERIOD.

The Landlord will be required to outsource Facilities Management to the Designated Groups e.g:

- Black people or
- Black people who are Youth or
- Black people who are Women or
- Cooperative owned by Black people

4. BID APPEAL TRIBUNAL

PLEASE NOTE:

Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Government Tender Bulletin which is published every week on Friday and may be down loaded from the website www.tenderbulletin.gov.za.

_____ _____

NAME OF BIDDER **DATE**

SECTION P

AUTHORITY TO SIGN A BID

BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER

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 authorizing 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.....

B. 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. .....

C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)

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

sole owner of the business trading as .....

.....

.....
SIGNATURE

.....
DATE

D. 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 authorise .....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

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

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:

.....

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

DATE: .....

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

NAME IN BLOCK LETTERS: .....

WITNESSES:

1. .....
2. .....

F JOINT VENTURE/TRUST

If a Bidder is a joint venture/Trust, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing 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/Trust must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE/TRUST

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

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

Mr/Mrs..... and Mr/Mrs.....
(whose signatures appears below) has 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: .....
(PRINT NAME)

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

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

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

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

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

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

SIGNED ON BEHALF OF COMPANY: .....
(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 authorized representatives of concerned enterprises, authorizing 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..... and Mr/Mrs.....
(whose signatures appears below) has 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:** .....

SECTION Q

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# %	TOTAL/YEAR
Year			

NB: The calculations must not be rounded off to the nearest Rand and must reflect the cents. Rounding off affects the rate/m² 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 _check no_____ of this bid document). This is the figure on which the Department will adjudicate and apply preference points if applicable.**

© OFFER TO LEASE

For The Supply and Letting to the Department of Public Works: Kwazulu-Natal Provincial Administration of Lettable Area Sufficient to Accommodate Suitable Offices as per table below for a period of 05 Years.

Note:

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

1.2 Site inspection/viewing of offered accommodation will form part of a evaluation process

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

NAME OF TENDERER

_____

COMPANY:

_____

POSTAL ADDRESS:

_____

TELEPHONE NO: _____

FAX NO._____

CONTACT PERSON _____

2. PARTICULARS OF THE PREMISES OFFERED

No.	Description	Details
1.	NAME OF BUILDING	
2.	STREET ADDRESS OF BUILDING	
3.	ERF NUMBER/REGISTERED PROPERTY DESCRIPTION	
4.	TITLE DEED NUMBER OF PROPERTY OFFERED (ATTACH A CERTIFIED COPY OF TITLE DEED AT TIME OF BID CLOSING)	
5.	TOTAL AREA (m²) OFFERED (LETTABLE AREA)	
6.	**LEASE PERIOD**	
7.	**BRIEF DETAILS OF IMPROVEMENTS**	
8.	**BRIEF DETAILS OF FIXTURES AND FITTINGS**	
9.	**FINISHES (AS IS):** **FLOOR** **WALLS** **CEILINGS**	
10.	**AIRCONDITIONING (CENTRAL/CONSOLE/OTHER)**	
11.	**LIFTS AVAILABLE (INDICATE YES/NO)**	
12.	**COST OF ANNUAL PROPERTY RATES**	
13.	**VAT NUMBER**	
14.	**Municipal valuation of building**	
	Market value	
15.	**BEE SHAREHOLDING % IN COMPANY OWNING PROPERTY OFFERD. PROVIDE RELEVANT SERTIFIED DOCUMENTS IE. MEMBERS REGISTER CK1/CK2**	
16.	**DISABILTY COMPLIANT ITO: (INDICATE YES/NO)** **RAMP:** **LIFT:** **PARKING: parking for disabled persons to be provided close to the entrance of the building offered**	
17.	**Monthly Operating Costs proportionate to the area offered for which the User department of will pay directly to the landlord upon receipt of an invoice.** **water** **electricity** **garden services** **landscaping** **security** **other**	

RENTAL OFFER (COMPULSORY FOR ALL BIDDERS)

B) RENTAL OFFER: 5 YEAR LEASE

DESCRIPTION	m²	RATE/m²	MONTHLY RENTAL	X 12=YEAR (A)*
OFFICE - (ASSIGNABLE)				
NON-ASSIGNABLE (20% -25%)				
STORAGE				
GUARD HOUSE				
OTHER				
TOTAL	_____ M²		R	(A)
PARKING	NO OF BAYS	RATE/BAY	MONTHLY RENTAL	X 12 =YEAR (B)*
LOCK UP				
UNDERCOVER				
OPEN				
WASH BAY				
TOTAL				(B)
Carry forward A + B to year 1 hereunder			*A + *B =	

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

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

ACCOMMODATION LAYOUT/REFURBISHMENT (IF EXISTING)

IT MUST BE NOTED THAT THE TIME PROVIDED FOR THE REFURBISHMENT OF EXISTING BUILDINGS WILL BE AGREED UPON DURING THE PLANS APPROVAL STAGE. SIGN OFF ON PLANS TO BE FINALIZED WITHIN 4 WEEKS FROM DATE OF AWARD.

NOTE: In the event where the Department wishes to exercises the option to extend the lease agreement for the period of 4 years 11 months, it should be noted that the rent for year 6 will be based on the rental offered by the bidder for year 1(one). It also should be noted that the rental will not escalate or increase from year 6 until the client vacate the premises.

NB: SUMMARY TOTALS FOR ALL OFFERS TO BE CARRIED FORWARD TO BID FORM ON PAGE_____ 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).

4.1 Services	State	Lessor cost
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
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		Lessor
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		Lessor
4.4.1 Contract Cost		
4.4.2 Fire Fighting Equipment and replacement thereof		
4.4.3 Cost of alterations		

4.3 Security services	State	Landlord, if is the share building and only in the common arears
4.4 Cleaning services	State	Landlord, if is the share building and only in the common arears

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

Does the building comply with the National Building Regulations?	Yes ☐	No ☐

5. NATIONAL BUILDING REGULATIONS

TYPE	YES	NO
5.1.1 Electricity compliance Certificate		
5.1.2 Fire Regulation		
51.3 Accessibility Regulation		
5.1.4 Health and Safety Regulation		
5.1.5 Occupation certificate to be submitted before the client department take occupation		

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 R

OFFER TO LEASE

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

NAME OF TENDERER _____

COMPANY _____

POSTAL ADDRESS _____

_____

TELEPHONE NO. _____ FAX NO._____

CONTACT PERSON _____

2. **PARTICULARS OF THE PREMISES OFFERED**

No.	Description	Response
1.	Name Of Building	
2.	Street Address Of Building	
3.	Erf Number/Registered Property Description	
4.	Title Deed Number Of Property Offered (Attach A Certified Copy Of Title Deed At Time Of Bid Closing)	
5.	Total Area (M²) Offered (Lettable Area)	
6.	Lease Period	**5 years period with an option to Extend for a further 4 years and 11 months**
7.	Brief Details Of Improvements	
8.	Brief Details Of Fixtures And Fittings	
9.	Finishes (As Is): Floor Walls Ceilings	
10.	Air conditioning (Central/Console/Other) Maintenance Agreements & Plan To Be Attached	
11.	Lifts Available (Indicate Yes/No) Maintenance Agreements & Plan To Be Attached	
12.	Cost Of Annual Property Rates	
13.	Vat Number	
14..	Monthly Operating Costs Proportionate To The Area Offered For Which The User Department Of ..... Will Be Responsible For To The Landlord Upon Receipt Of An Invoice Are Only For: - Water - Electricity	
15.	The Responsibility To Maintain The Exterior & Interior Will Be For The Account Of The Landlord. Proper Facilities Management Agreements To Be Attached.	

3. **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 S

CLIENT OFFICE REQUIREMENTS

SPECIFIED NEED FOR ASSIGNABLE OFFICE SPACE

ANNEXURE A

Request for Office Accommodation (Centre & Desired Location): Mkhambathini /Camperdown Local Office)

Description of Office Space (plus Official Designation i.e cellular offices or open plan, boardroom etc	Units	Number of offices required	Department request in m²	Approved Norm in m²	Recommended Total in m²	Approved by PMPAC	special notes/motivation
Agricultural Services Component							
1x Local Agricultural Manager	1	1	1X20M2	20M2	20M2	20M2	
1x General Admnistration Clerk	1	1	1x12m2	12m2	12m2	12m2	12
1x Sector Agricultural Advisor	1	1	1x16m2	16m2	16m2	16m2	16
9 x Senior Agriculral Advisor	9	9	9x16m2	16m2	144m2	144m2	144
4x Agricultural Advisor	4	4	4x12m2	12m2	48m2	48m2	48
1x Tractor driver / Operator	1	1	1x6m2	6m2	6m2	6m2	
2x Cleaner	2	1	2x6m2	6m2	12m2	12m2	12
3 x General Worker to be provided with rest rooms	3	1	12m2	12m2	12m2	12m2	1
							10
Veterinary Services							
1x Control Animal Technicians	1	1	1x 16m2	16m2	16m2	16m2	✓ 16
6x Animal Health Technicians	1	6	6 x 12m2	12m2	72m2	72m2	✓ [illegible]
Open Serving Space							
1x Boardroom	1		1x36m2	36m2	36m2	36m2	[illegible]
1x Reception	1		1x10m2	10m2	10m2	10m2	10
1x Waiting room	1		1x10m2	10m2	10m2	10m2	✓ 10
1x Records/ Archives room	1		1x20m2	20m2	20m2	20m2	✓ 20
1x Kititchen	1		1x6m2	6m2	6m2	6m2	✓ 6
1x Server room	1		1x8m2	8m2	8m2	8m2	✓ 8
1x Information room	1		1x8m2	8m2	8m2	8m2	✓ 8
1x Store room	1	1	12m2	12m2	12m2	12m2	12
1 x Vaccine Medicine room	1	1	8m2	8m2	8m2	8m2	✓
TOTAL ASSIGNABLE NEED IN 476m2							206
HEAD OF DEPARTMENT/					APPROVED/NOT APPROVED		4[illegible]
					PMPAC CHAIRMAN		

KZN DEPARTMENT OF PUBLIC WORKS
Acquisitions

RECONCILED AND CHECKED BY

Name: M. Chaudhury

Date: 10/06/2022

Signature: Mchaudhury

KZN UMNYANGO WEZEMISEBENZI

KZN DEPARTMENT OF PUBLIC WORKS

PMPAC
APPROVED / NOT APPROVED

Signature: [illegible] Date: 22/06/2022

PMPAC Chairperson

KZN UMNYANGO WEZEMISEBENZI

SECTION T

DRAFT LEASE

LEASE NO. : _____

FILE REF. NO. : _____

ZNT : _____

AGREEMENT OF LEASE

Entered into between

.....

(Registration number:.....)

Represented herein by ..... **(ID No.....)** in his/her 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 _____ capacity as Acting _____: Immovable Asset Management: KZN Public Works or

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:

1.1.1 The "LESSOR" shall mean the Landlord (.....) or the company/trust/cc name or agents acting on behalf of the registered owner of the property and/or is the registered owner of the property.

1.1.2 The "LESSEE" shall mean the Provincial Government of the Province of KwaZulu-Natal

1.1.3 The "user department" shall mean the Department in occupation of the hired premises and in this instance refers to the **Department of .....**

1.1.4 The "commencement date" shall mean the date as more fully described in clause 3.1 hereunder

1.1.5 The "lease period" shall mean the period as stipulated in clause 3 of this lease agreement.

1.1.6 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

1.2 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.

1.3 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.

1.4 Reference to "the lease" or "this lease" shall mean this agreement of lease and all annexures thereto.

1.5 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 .....m²** plus **.....open parking bays** ; ~~..... Lock-up bay and .....Undercover parking bays; described as (erf No).....~~ situated at (address and Town/City) .....

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

2.2 The aforementioned premises is to be reconfigured according to the specification of Minimum Requirements annexed to this lease as Section "H".

3. PERIOD OF LEASE

3.1. Irrespective of the date of signature the lease shall be a period of ..... commencing on .....and terminating on.....

3.2 The Lessee has an option to extend this lease for a period of 4 years and 11 months upon expiry of the initial 5 year period as set out in clause 3.1 above. The rental for the first year of the option period will revert to the rate/m² of year one rental of the initial lease in terms of this lease and there will be no escalation affected during the extended term of the lease.

4. RENTAL

4.1 The accommodation rental per square meter shall begin at ...../m² 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.....

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

4.3 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 4.2, above.

INITIALS

LESSOR LESSEE

.....X.....

4.3 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/mth	Rental/Mth (Incl Parking) (Excl VAT)	VAT @ 15%	Total Rental/mth (R)	Total Rental/Annum

4.4 Such payments to be made electronically to:

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

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

4.6 The aforesaid rentals shall/shall not attract Value Added Tax at the current rate.

5. **PARKING**

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

Type of bays	**No. of bays**	**Rate/bay/mth**	**Rate/mth**
Lock up			
Undercover			
Open			
Wash-bay			
Total Number of bays		**Total Cost/mth**	**R**

.....X.....

5.2 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.....

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

6. PROHIBITION ON THE RESTRICTING OF ACCESS TO HIRED PROPERTY BY THE LESSOR

6.1 The Lessor is prohibited from unlawfully locking out/restricting access to the hired premises for the duration of this lease as this amounts to spoliation and is illegal. The Lessee reserves the right to bring an urgent high court application should this happen and all costs will be for the Lessor.

6.2 The Lessee also reserves the right to not pay rentals for the number of days that the user department is denied access to the hired premises. Such rental will be forfeited.

7. RECONFIGURATION OF THE PREMISES

7.1 **The Lessor, at his/her sole cost and expense, shall within _____ months** *(take this from the period as stipulated in the bid docent for the specific project, based on the extent of the space required)*, **reconfigure the premises as per the Lessee's specification to be agreed upon and in doing so shall further ensure that the building is fully** compliant in terms of the Occupational Health and Safety Act, 1993 and the applicable National Building Regulations.

7.2 This lease Agreement is subject to the suspensive condition that the premises are reconfigured as set out, and within the period specified, in clause 7.1, above, or such extended period as the parties may agree to in writing.

7.3 Should the Lessor require an extension to the period set out in clause 7.1, the Lessee may, agree to a single extension, not exceeding 2 months. The request must be sought by the Lessor, in writing, at least 2 months prior to the end of the initial reconfiguration period.

INITIALS

LESSOR LESSEE

.....X.....

.....X.....

.....X.....

7.4 **In the event of the aforesaid reconfiguration not being finalized as set out, and within the period stipulated in Clause 7.1, above, or alternatively within such extended time period as the parties may have agreed to in writing, then and in such event this Lease Agreement shall lapse and shall have no force or effect.**

8. **PENALTIES**

8.1 If the Lessor fails to meet any of the timeframes arising from this lease, the Lessee shall without prejudice deduct from the rental payment, as a penalty, a sum calculated at **5%** of the monthly lease amount per day of delay until the building/additional work is complete.

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 (is this reasonable, lets discuss with Regions) 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 7.

9.4 The Lessee 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 PRIOR written approval , as required in terms of its processes.

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 with-held.

10.2 **Should the User Department be unable to access or fully utilize the premises due to the premises being rendered or found to be uninhabitable, as a result of the inaction and/or actions or negligence of the Lessor and his/her agents and/or representatives, the Lessee reserves the right to withhold rental due to the Lessor for the period that the Lessee is unable to use the premises.**

10.3 **The Lessee will give the Lessor Notice of its intention to withhold the rental in terms of clause 10.2, above. Such rental will be forfeited for the period that the User department is unable to utilize the premises.**

11. WORK OPPORTUNITIES AND JOB CREATION

11.1 The Lessor is encouraged to outsource at least 40% of the maintenance and refurbishment work for the DURATION OF THE LEASE to Previously Disadvantaged Individual Interest Groups.

11.2 The lessor is required to create at least one full time job opportunity for the lease duration for every R1million of the total lease value.

11.3 The Lessor is required to submit proof of full time jobs created annually on the anniversary of the lease. 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.

11.4 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.....

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 a disturbance of the amenities and/or enjoyment of the other persons resident or employed in the general area and/or ;

12.3 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 20, shall be entitled to terminate the lease forthwith.

13. DOMESTIC SERVICE CHARGES

3.1 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 Where the Lessor is responsible for the payment of such services direct to the Service provider, such payment must be made to the Service Provider within 30 days of receipt of the Municipal invoices failing which the penalty clause will come into effect.

13.4 The User Department shall make payment of operating costs, where applicable, directly to the lessor. 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.

13.5 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.

INITIALS

LESSOR LESSEE

.....X.....

.....X.....

.....X.....

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.

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

15.2.1 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. 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 be finalized within (60) sixty days of the receipt of the notice. 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.

15.2.2 If the LESSOR fails to finalize the necessary repairs to the structure of the leased premises or to the fixtures thereto within the stipulated period of sixty days (60) days, or a period agreed to between the Lessee and the Lessor in writing, the LESSEE shall have the right to invoke the penalty clause, clause 7, above until the necessary repairs are completed to the satisfaction of the Lessee.

INITIALS

LESSOR LESSEE

.....X.....

.....X.....

.....X.....

15.2.3 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 60 days; or a period agreed to between the Lessee and the Lessor as per clause 15.2.1, above.

15.2.4 The LESSEE shall notify the LESSOR of any other non-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 be finalized within twenty one (21) days of the receipt of the notice. The defects referred to in this sub-clause are limited to non-structural.

15.2.5 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 15.2.1, above

15.2.6 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.

15.3 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.

15.4 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.

3. 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.

.....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.

INITIALS

LESSOR LESSEE

.....X.....

.....X.....

.....X.....

23. NOTIFICATION IN CHANGE OF LESSOR DETAILS

23.1 The lessor is obliged to notify the lessee, in writing, should there be a change in his/her banking details or change in company name or registered business/domicilium address. Such notification must be sent to Head: Public Works- KZN (Immovable Asset management) within five (5) days of such change being made

24. LEASE TERMINATION

24.1 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.

4.2 The lessee will not be liable for any structural wear and tear, structural being defined in clause 15.1, above.

24.3 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.

24.4 The lessor shall notify the Lessee, within seven (7) days of the final inspection of any damages which damages must be agreed to and verified by both parties on the date of the inspection. The Notice must be delivered to the domicilium address of the Lessee. The Lessee must notify the Lessor of its acceptance of the damages within twenty one (21) days of receipt of the Notice.

INITIALS

LESSOR LESSEE

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.....X.....

.....X.....

24.5 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 26.1.

25. OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

25.1 FIRE DETECTION AND EQUIPMENT

25.1.1 The Lessor is required to install a comprehensive fire detection system, which must be able to activate the smoke ventilation sensors; sprinklers; emergency doors, drop elevators to the bottom level and activate the fire alarm, in the event of a fire.

25.2 FIRE EXTINGUISHERS

25.2.1 The Lessor is responsible to ensure that the fire extinguishers are serviced and maintatined in line with Industry Norms. An updated service plan must be made available to the Lessee, upon request.

25.2.2 In addition to the fixed fire extinguishers, the Lessor must also provide at least one (1) additional mobile fire extinguisher per floor. The lessor is responsible to ensure that the fire extinguishers are ready for use at any given time during the lease period.

25.3 AIR-CONDITIONER SERVICING

25.3.1 The Lessor must ensure that the service/maintenance contract for the air-conditioners include the following;

- Aerosol biocide to prevent potential build-up of micro-organisms within the building.
- The HVAC ducting must be cleaned and decontaminated at regular intervals

INITIALS

LESSOR LESSEE

.....X.....

.....X.....

.....X.....

25.4 FUMIGATION

25.4.1 The Lessor is responsible for the fumigation of the common areas, if within a shared building. The Lessor must ensure fumigation against rodents and venomous snakes within the perimeter/boundary of the property.

~~25.4.2 The Lessee is responsible for fumigation of the hired areas within the building unless it is a stand-alone~~ building whereby the lessee is responsible, after occupation, for fumigation of the entire building, excluding the external perimeter/boundary.

25.5 CARPET CLEANING

25.5.1 The Lessor is to ensure, at his/her cost, that the carpets are deep cleaned at least once a year.

25.6 SLIPPERY FLOORS

25.6.1 The lessor is to ensure that rubber treads are fitted to all slippery surfaces.

25.7 ILLUMINATION

25.7.1 The Lessor is to ensure that all dark areas within the property are sufficiently illuminated.

25.8 STATUTORY REQUIREMENTS

25.8.1 The lessor is to ensure compliance with the following;

- Occupational Health and Safety Act, 85 of 1993, as amended
- Occupational Health and Safety Regulations
- SANS 10400 Building Regulations
- Relevant Municipal By-Laws

26. VACATION OF THE LEASED PREMISES

26.1 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.....

INITIALS

LESSOR LESSEE

.....X.....

.....X.....

.....X.....

27. DOMICILIUM CITANDI ET EXECUTANDI

27.1 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**

O.R. Tambo House

191 Prince Alfred Street

Pietermaritzburg

3201

(if delivered)

Attention: Head: Public Works

O.R. Tambo House

Private Bag X 9041

Pietermaritzburg

3200

(if mailed)

INITIALS

LESSOR LESSEE

.....X.....

.....X.....

.....X.....

28. GENERATOR

28.1 The Lessor is responsible install and maintain a Generator to power up server room, passages, registry and security control.

28.2 The User Department will be responsible for the provision of fuel after handover of the building.

29. WATER TANKS

29.1 The Lessor is to ensure that suitable water tank/s is/are fitted to the hired premsies and further ensure that there is an agreement with the relevant Municplaity to purify water collected in the tank/s.

30. DATA PROTECTION

30.1 In performing the obligations as set out in this Agreement, the Parties shall at all times:

30.1.1 comply with the provisions of all laws, which regulate the protection of personal data, including but not limited to the Protection of Personal Information Act 2013 and the Electronic Communications and Transaction Act 2002;

30.1.2. comply with all laws, policies, and procedures relating to the protection, storage, handling, privacy, processing and retention of data as well as the destruction of data, including personal data;

30.1.3. ensure that it shall not sell, offer for sale or dispose of or attempt to dispose of or create or allow the encumbrance over any data;

30.1.4. ensure that it is able to identify all data relating to this Agreement separately from other data under its control;

30.1.5. ensure that it does not disclose personal data of any of the Parties employee, other than in terms of this Agreement;

30.1.6. ensure that it processes data for only the express purpose for which it was obtained;

30.1.7. ensure that, once processed for the purposes for which it was obtained, all data will be destroyed to an extent that it cannot be reconstructed to its original form;

30.1.8. ensure that it has all reasonable technical and organizational measures in place to protect the personal data from unauthorized access and/or use;

30.1.9. ensure that all usernames and passwords affording access to the personal data remain secure, confidential and exclusively attributable to a specific employee; and

30.1.10. notify the other Party of any actual or suspected breach of its security measures.

30.2 The parties agree that they may obtain personal information during the duration of the Agreement for the fulfilment of the rights and obligations contained herein and may further only process such information for the specific purposes for which it was obtained.

INITIALS

LESSOR LESSEE

.....X.....

.....X.....

.....X.....

30.3 The parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to further processing.

30.4 The parties agree that they will destroy any information once it no longer serves the purpose for which it was collected in relation to this agreement, subject to any legal retention requirements. The information must be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organization.

30.5 The Parties warrant that it has the appropriate technical and organizational measures in place to safeguard the security, integrity and authenticity of all information being processed in terms of this agreement.

31. DISPUTE RESOLUTION

31.1 In the event of an issue in dispute arising and before declaring a formal dispute, the parties must, in good faith, make every effort to settle the dispute.

31.2 The parties hereto agree that any dispute arising between the parties themselves, shall at the first instance, be referred for resolution to the relevant delegated official.

31.3 Should the parties fail to resolve the issue within 10 (ten) days after referral to the relevant delegated official for resolution, either party shall give written notice to the relevant delegated official of the other Party, that a dispute has been declared and shall be submitted for resolution.

31.4 The aggrieved party shall submit the said Notice together with its written claim and supporting documents.

31.5 Upon receipt of the said Claim, the other party shall within (seven) 7 days, prepare its written submissions in reply to the Claim. The submissions shall be delivered to the delegated official of the aggrieved party.

INITIALS

LESSOR LESSEE

.....X.....

.....X.....

.....X.....

31.6 Each party shall submit a full statement of its case and shall set out all the evidence, sworn statements, facts, submissions and expert opinion, and any other relevant documents, supporting or proving such parties' contention in regard to the matter in dispute.

31.7 Should the delegated official of both parties fail to reach a negotiated settlement within 14 (fourteen) days of the matter being referred to them, the dispute shall be referred to _____ for resolution.

31.8 The decision by _____shall be final and binding upon the parties and shall be carried into effect by the parties.

31.9 If a party fails to take part in these dispute resolution proceedings, such conduct shall constitute consent to a decision being made against such party and the said party shall be bound by the decision.

31.10 The provisions of this clause constitute an irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw there from or claim at any such proceedings that it is not bound by such provisions, unless mutually agreed to by both parties; and are severable from the rest of this Agreement and shall remain in effect despite termination of or invalidity for any reason of this Agreement.

INITIALS

LESSOR LESSEE

.....X.....

.....X.....

.....X.....

32. GENERAL

32.1 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.

~~32.2 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. _____

draft