KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

OFFICE ACCOMMODATION

Invitation to Tender – ZNT6086W

Project Title: Hire of Suitable office accommodation for the Department of Agriculture and Rural Development Emadlangeni Local office procurement for the extent of 342M² (Plus 25%) 68.4m² non-assignable space, totaling to 410.4M²; plus 06 Undercover bays, 04 Lockable parking bays, 02 Open bays and 01 Disabled parking bays for a period of 05 Years.

The Department reserves the right not to award lowest bidder in terms of price and reserves the right to withdraw or cancel the bid at any stage in terms of Delegation 9.1.

Prequalifying Criteria

Phase 1: Administrative compliance

- **Bidder must be registered on the Central Suppliers Database**
- **Form of Offer must be fully completed by the bidder.**
- **Bid offer must be properly received on bid closing date and time specified on the invitation, fully completed, and signed in black ink.**
- **Attendance of the compulsory pre-tender briefing meeting, Virtual attendance register**
- **Completion of bidder's disclosure (SBD 4)**

PHASE 2: **MANDATORY RESPONSE**

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

MANDATORY REQUIREMENTS	Comply Yes/No
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 or donation agreement will be considered for property that is in the process of being purchased or donated by one entity to another. Compliance requirements: i) Certified copy of the Title Deed/ Windeed printout (department reserves the right to verify the correctness of windeed printout) if owner is directly bidding *or*; *ii)* Attach both certified copy Title Deed *and* copy of Power of Attorney/ signed mandate letter/lease agreement, if bidding as an agent/broker/independent company using another person's property *or* iii) Copy of fully signed Sale Agreement or donation, together with the Tittle Deed of the current owner of the building if is in the process of being purchased as well as the certified copies of Identity Document for both the bidder and the owner(s) of the property	
2.PROPERTY SIZE AND SPACE PLANNING REQUIREMENTS The building must comprise a minimum of **342 m²** (Plus 25%) **68.4m²** non-assignable space totaling to **410.4 M²**; **(**Gross Lettable Area (GLA) depending on the configuration, measured according to the latest SAPOA Method for Measuring Floor Areas (MOMFA) for Offices. **Layout of space offered:** Must be dedicated space on contiguous floors from the lowest level going up with separate entrance and security. Paraplegic Gate at main Entrance to Building: All OHS regulations on Paraplegic requirements to be met. The main entrance to be disable friendly and a compliance certificate to be submitted indicating the same The bidder must provide a space planning layout as per the client's needs, refer to section N Annexure required: I. Bidder to provide letter from Professional registered Architect or Traffic engineer confirming the minimum gross lettable area. II. Plan to also depict the Emergency and Evacuation Routes/points including assembly point as per SANS 10400 III. Both the above-mentioned plans to be signed off by the Professional registered Architect. IV. An itemized project plan for the reconfiguration not exceeding 04 months V. Bidder to provide paraplegic gate compliance certificate	

3. PROVISION OF PARKING

3.1 The Bidder must submit a parking plan, signed off by the Professional registered Architect or Traffic engineer, indicating the availability of required parking bays.

PARKING REQUIREMENTS:

- Total Parking required is 13 parking bays.

Required secured parking bays to be provided on site is made up of the following categories

	Type of parking	Quantity
	Undercover	06
	Lockable undercover	04
	Open	02
	Disabled parking bays	01

Compliance Requirements

i) All parking bays to be paved or if not paved the bidder must summit confirmation stating that the paving will be done prior occupation.

ii) All parking bays to be located 100 % on site.

iii) Disabled parking bays to be located as close as possible to the building entrance and must not be more than 20m away from the entrance.

4. BUILDING SUPPORT SERVICES- 4.1 Business Continuity Plan signed by the Bidder iro the following; i) Water (back-up water tank for a 24 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 100% capacity to the leased premises in the event of municipal disruption), energy saving e.g. globes and motion sensors, use of solar panels, natural lighting. iii) 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 t to the client taking occupation of the building. iv) The bidder to submit a letter of undertaking that the new plan will be signed off after award and before occupation by the Client in respect of Municipal compliance with relation to water, fire, electricity, sewage services and access routes to be rendered 4.2 Latest Occupation Certificate of the Offered Building if it is an existing building that was previously occupied. However, if it was not occupied this certificate will be required prior to occupation. 4.3 Paraplegic gate at main entrance to building 4.4 Access control system: Biometric /card reader system and locks for main entrances and offices 4.5 Walk through metal detector at the main entrance. 4.6 CCTV camera installed at all main doors facing the entrance and exits points 4.7 Security guard house 4.8 Security Control room **NB: The Department reserve the right to withdraw or cancel the award at any stage should the bidder fail to comply with these above requirements.**	
5. ZONING OF PREMISES Buildings must be zoned either; Commercial; Office or Public Buildings **Requirements:-** • Bidder must provide Town planning certificate from Local Municipality confirming the zoning • If building needs to be re-zoned to meet the above criteria, the bidder must comply with a re-zoning application, re-zoning application must be attached to the bid. **NB: Should the application for rezoning not be approved by Municipality, the Department reserves the right not to award or withdraw the award**	

6. MAINTENANCE PLAN - Bidder to submit a comprehensive plan detailing the maintenance scheduling for the lease duration and the following; (i) All categories (structural; mechanical; electrical; plumbing; upgrading of finishes, as required; etc) (ii) Dates of planned maintenance (iii) Provision for dealing with unplanned maintenance and turnaround time (iv) Plan to include sub-contractors and also address issue of locality; targeted groups and job creation for the lease period. **NB! If the building was previously leased (in less than 2 years) / is occupied by any Government Departments/ Parastatal a reference will be sought confirming the maintenance history, and the cooperativeness of the landlord.** **The bidder to declare and indicate whether the offered building was occupied by any government Department/ Parastatal in the last two years from the closing date or whether is currently occupied and indicate such occupation. Should the bidder fail to disclose the previous occupation the bid will be disqualified.** **The Department reserves the right to assess the level of compliance prior to concluding an award**	

7. LOCATION OF PREMISES The offered building must be situated not more than 1km from Town Hall. Compliance Requirements: (i) Google Road Maps satellite print out indicating the requirement.	
8. EPC REGULATION TECHNICAL BRIEF: **8.1 Bidders are alerted to the regulations promulgated in terms of the National Energy Act (Act No. 34 of 2008) making it mandatory for building owners to display and submit an Energy Performance Certificate (EPC) for their buildings.** **8.2 The Bidder shall ensure compliance with the Regulations for the Mandatory Display and Submission of Energy Performance Certificates for Buildings, issued under the National Energy Act No. 34 of 2008, including the proper display of the Energy Performance Certificate (EPC) on the premises and the submission of a certified copy thereof to the South African National Energy Development Institute (SANEDI).** **8.3 In order to comply with the ACT and its conditions, the following documents are to be submitted at time of close of bid:** **8.3.1. A written commitment from the bidder to submit a certified copy of the building's Energy Performance Certificate (EPC) by 07 January 2026 (applicable for bids submitted before 07 December 2025 for buildings which have not undergone any major renovations)**	

NB: Tender validity period is 90 days.

☑ Financial Offer and Specific Goals

The following table must be completed and be in line with Tender Document.

The specific goals allocated points in terms of this tender (Refer in DPW Preferential Procurement Policy 2023	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	Points	**Number of Points allocated (90/10 system) (To be completed by the Organ of State)**
• Ownership by Black People Documentary Proof Required: 1) Sworn Affidavit, signed and dated by Commissioner of Oaths.	10		
• Ownership by People who are Women Document Proof Required: 1) Swon Affidavit; signed and dated by Commissioner of Oaths 2) Certified Copy of Identity Document/s	10		

2 BID ADVERTISEMENT PERIOD

Tender documents must be downloaded from the Departmental website www.kznworks.gov.za or from e-tender portal www.etenders.gov.za

Briefing Session *(briefing is compulsory)*

The briefing session will be held as follows:
Date: 19 March 2026

Venue: Auditorium boardroom, 40 Shepstone Road, Ladysmith, 3370 or interested bidders can download Microsoft Teams app in their devices to be able t**o** access the virtual meeting. **(The Department won't be held liable for network and connection issues the bidders may encounter**) bidders to log-in 15min before the meeting start.

Meeting ID: 331 563 136 792 1
Passcode: 4zq2kX2Y

Time: 10:00am

Queries relating to the issue of these documents may be addressed to
Name : **Ms GB Mthethwa**
Contact Number: **036 638 8002**
Email Address: **gugu.mthethwa@kznworks.gov.za**
The closing time for receipt of Tenders is **11h00.**
Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

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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:	ZN6086W	CLOSING DATE:	02 APRIL 2026	CLOSING TIME:	**11h00am**
DESCRIPTION	**HIRE OF OFFICE ACCOMMODATION: DEPARTMENT AND RURAL DEVELOPMENT EMADLANGENI LOCAL DISTRICT OFFICE**				

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

Project Title: Hire of Suitable office accommodation for the Department of Agriculture and Rural Development Emadlangeni Local office procurement for the extent of 342M² (Plus 25% 68.4 m² non-assignable space) totaling to 410.4M²; plus 06 Undercover bays, 04 Lockable parking bays, 02 Open bays and 01 Disabled parking bays for a period of 05 Years.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms GB Mthethwa**	CONTACT PERSON	**MR VA NGCOBO**
TELEPHONE NUMBER	**036 638 8002**	TELEPHONE NUMBER	**036 638 8031**
FACSIMILE NUMBER	**036 638 8099**	FACSIMILE NUMBER	**036 638 8099**
E-MAIL ADDRESS	**Gugu.mthethwa@kznworks.gov.za**	E-MAIL ADDRESS	**Vusi.ngcobo@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) AND A LEASE AGREEMENT.**
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

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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.

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

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 favourable bid is accepted or less favourable arrangements are made.

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.

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

SECTION C
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 D

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

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

Site/Building/Institution Involved:

Bid Reference No:

Goods/Service/Work: _____

****

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

On behalf of (company name) _____

Visited and inspected the site on ___/___/_____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

_____

Signature of Bidder or Authorized Representative

(PRINT NAME)

DATE: ___/___/_____

_____

Name of Departmental or Public Entity Representative

(PRINT NAME)

Departmental Stamp With Signature

SECTION E

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder……	Bid number ZNT6086W
Closing Time:	Closing date:

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

SECTION F

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:

……

……

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

2.3 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**

If so, furnish particulars:
……
……..……..……

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.

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.

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.

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

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

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender (Refer in DPW Preferential Procurement Policy 2023	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by Bidder)
• Ownership by Black People Documentary Proof Required :1) /Sworn Affidavit, signed and dated by Commissioner of Oaths	10	
• "Ownership by People who are Women • Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths 2) Certified Copy of Identity Document/s"	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

	…… **SIGNATURE(S) OF TENDERER(S)**
SURNAME AND NAME:	……
DATE:	……
ADDRESS:	…… …… …… ……

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

The contents of this statement are to the best of my knowledge a true reflection of the facts.
I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

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

I hereby declare under Oath that:

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

Black Disabled % =_____%

Black Unemployed % =_____%

Black People living in Rural areas % = _____%

Black Military Veterans % =_____%

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end

of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____/_____/_____

Stamp

_____
Signature of Commissioner of Orth

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

The contents of this statement are to the best of my knowledge a true reflection of the facts.
I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

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

I hereby declare under Oath that:
The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
Black Designated Group Owned % Breakdown as per the definition stated above:
Black Youth % = _____%

Black Disabled % =_____%

Black Unemployed % =_____%

Black People living in Rural areas % = _____%

Black Military Veterans % =_____%

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At Least 51% black owned	**Level Two** (125% B-BBEE procurement recognition level)	

I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.
Deponent Signature: _____

Date: _____/_____/_____

Stamp

_____
Signature of Commissioner of Oaths

CONTRACT FORM - PURCHASE OF GOODS/WORKS

APPLICABLE		NOT APPLICABLE	X

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)…….…….. in accordance with the requirements and specifications stipulated in bid number……..…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, *viz*
Invitation to bid;
Tax clearance certificate;
Pricing schedule(s);
Technical Specification(s);
Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
Bidder's disclosure
Special Conditions of Contract;
General Conditions of Contract; and
Other (specify)

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……..

WITNESSES

1 ……

2. ……

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I…… in my capacity as……..….. accept your bid under reference number ……dated……for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

An official order indicating delivery instructions is forthcoming.

I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES
1. …….
2. …….
DATE …….

CONTRACT FORM - RENDERING OF SERVICES

APPLICABLE	X	NOT APPLICABLE	

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

I hereby undertake to render services described in the attached bidding documents to (name of the institution)……. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, *viz*
Invitation to bid;
Tax clearance certificate;
Pricing schedule(s);
Filled in task directive/proposal;
Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
Bidders declaration;
Special Conditions of Contract;
General Conditions of Contract; and
Other (specify)

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

I confirm that I am duly authorised to sign this contract.

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM …….

DATE …….

WITNESSES

1 …….

2 …….

DATE:……..

CONTRACT FORM - RENDERING OF SERVICES (N/A)

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I…… in my capacity as……...…….. accept your bid under reference number ……dated……for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

1 ….....

2 ….....

DATE: ……..

CONTRACT FORM - SALE OF GOODS/WORKS (N/A)

APPLICABLE		NOT APPLICABLE	X

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)……..…..……. in accordance with the requirements stipulated in (bid number)……..…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, *viz*
Invitation to bid;
Tax clearance certificate;
Pricing schedule(s);
Bidders Disclosure;
Special Conditions of Contract;
General Conditions of Contract; and
Other (specify)

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

I undertake to make payment for the goods/works as specified in the bidding documents.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1 ……..

3. ……..

DATE: ……..

CONTRACT FORM - SALE OF GOODS/WORKS (N/A)

PART 2 (TO BE FILLED IN BY THE SELLER)

I…… in my capacity as……..….. accept your bid under reference number ……dated……for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).

I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)

I confirm that I am duly authorised to sign this contract.

SIGNED AT ……ON……..

NAME (PRINT) ……

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

3. ……

4. ……

DATE ……

SECTION I

GENERAL CONDITIONS OF CONTRACT

Definitions
The following terms shall be interpreted as indicated:

“Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

“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.

“Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

“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.

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

“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.

“Day” means calendar day.

“Delivery” means delivery in compliance of the conditions of the contract or order.

“Delivery ex stock” means immediate delivery directly from stock actually on hand.

“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.

"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.

”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.

“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.

“GCC” means the General Conditions of Contract.

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

“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.

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

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

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

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

“Purchaser” means the organization purchasing the goods.

"Republic" means the Republic of South Africa.

"SCC" means the Special Conditions of Contract.

"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.

"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

Application

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.

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

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

General

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.

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

Standards

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

Use of contract documents and information; inspection.

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.

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.

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.

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.

Patent rights

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.

Performance security

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.

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.

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

a 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 a cashier's or certified cheque

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.

Inspections, tests and analyses

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

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.

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.

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.

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.

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.

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.

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)

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.

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.

Delivery and documents

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.

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

Insurance (N/A)

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.

Transportation

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

Incidental Services (N/A)

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

performance or supervision of on-site assembly and/or commissioning of the supplied goods;
furnishing of tools required for assembly and/or maintenance of the supplied goods;
furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
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
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.

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.

Spare parts (N/A)

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:

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
in the event of termination of production of the spare parts:
Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

Warranty (N/A)

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.

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.

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

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.

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.

Payment

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

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.

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.

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

Prices

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.

Contract amendments

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

Assignment

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.

Subcontracts

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.

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

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.

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.

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.

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.

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.

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.

Penalties (N/A)

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.

Termination for default

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:
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;
if the Supplier fails to perform any other obligation(s) under the contract; or
if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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.

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.

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.

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.

If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
the name and address of the supplier and / or person restricted by the purchaser;
the date of commencement of the restriction
the period of restriction; and
the reasons for the restriction.

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

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.

Anti-dumping and countervailing duties and rights

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.

Force Majeure

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.

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.

Termination for insolvency

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.

Settlement of Disputes

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.

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.

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

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

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

the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
the purchaser shall pay the supplier any monies due the supplier.

Limitation of liability

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

Governing language

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.

Applicable law

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

Notices

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

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.

Taxes and duties

A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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.

National Industrial Participation (NIP) Programme

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

Prohibition of Restrictive practices
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).
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 J (N/A)

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

1. Supplier must be registered on CSD to be awarded.
2. Supplier must deliver as per the specification provided.
3. Should bidders not quote for all items, they will be considered as being non-responsive.
4 The total quotation price must be inclusive of the cost of the supply, delivery.
5. The price quoted must be fixed for the period of 90 days.
6. The Department reserves the right not to award to the lowest bidder.
7. The Department may conduct a detailed risk assessment prior to the award.
8. Re-zoning application should also form a condition of award and certificate must be received before occupation

The offers must remain valid for a period of 90 days from the closing date of the submission of bids.

SECTION K

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	TRUST	JOINT VENTURE / CONSORTIUM
						Incorporated
						Unincorporated

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

whose signature is .....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorizing to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

<u>Note:</u> In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise

SECTION L

Terms of Reference / Specifications

1) SPECIFICATION

1.1 Description of Service:

Project Title: Hire of Suitable office accommodation for the Department of Agriculture and Rural Development Emadlangeni Local office procurement for the extent of 342M² (Plus 25% 68.4 m² non-assignable space) totaling to 410.4M²; plus 06 Undercover bays, 04 Lockable parking bays, 02 Open bays and 01 Disabled parking bays for a period of 05 Years.

Description	**m²**	**Rate m²**	**Monthly rental**	X 12=Year (A)
Office assignable				
Non-assignable (not exceeding 25%)				
Storage				
Other				
Total				(A)
Parking	**No of bays**	**Rate per bay**	**Monthly rental**	X 12=Year (B)*
Lock up				
Under cover				
Open				
Disable Parking				
Total				(B)
Carry forward A+B to year 1 hereunder			*A+B=	

Year	**Total**	**Esc Amount (max not exceeding 5%)**	**Total per year**
Year 1 (A+B)		NIL	
Year 2			
Year 3			
Year 4			
Year 5			
Sub Total			(C)
VAT (15%)			
Grand total carried over to form of offer SBD 3.1			

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.

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

The full contract amount inclusive of Value Added Tax (VAT) m = Total A+B+C = R _____
must be carried over to the bid form (Page no_____ of this bid document). This is the figure on which the Department will adjudicate and apply preference points applicable.

Accommodation layout / refurbishment (if existing)

It must be noted that the time provided for the refurbishment of existing buildings is not to **exceed 04 Months** from date of sign off on layout plans. Sign off on plans should not be unreasonably delayed.

1.2 Project Background:

The purpose of this request is to solicit bids from interested BIDDERS in order to provide suitable office accommodation for Department of Agriculture and Rural Development, Emadlangeni Local Office

Currently the Department of Agriculture and Rural Development, 53 Voor Street Utrecht. The Client Department has requested that KZN – Public Works hire a suitable office accommodation.

Bidders are therefore requested to submit bids for existing or new buildings to sufficiently and suitably accommodate this functional needs as per the below scope/specification.

1.3 Detailed Project Scope of Works:

	NOTE: The Following documents will be required prior to occupation (The department reserves the right to withdraw/cancel the award should the bidder fail to comply with this requirement)
1	Electricity compliance Certificate -
2	Fire Regulation - compliance Certificate
3	Disability Accessibility compliance Certificate -
4	Health and Safety compliance Certificate -
5	Occupation certificate
6	Certificate Of Compliance to The National Building Regulations
7	And any other legally required certification. Such as Energy Performance Certificate (EPC)

1.4 Duration:

A period lease of 05 Years with an option to extend for 04 years 11 months.

SECTION M

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**
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, Provincial Treasury, 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 N **Description of office space i.t.o. official designation**	**No of Units**	**No of Offices**	**Dept. request in m2**	**TOTAL M²**	**Special note to bidder**
CELLULAR OFFICES OR OPEN PLAN					
Agricultural Services Component					
District Director	**1**	**1**	**24 M²**	**24 M²**	**24 M²**
Advisory Services					
Senior Agricultural Advisor	**3**	**3**	**3 x 16 M²**	**48 M²**	**48 M²**
7 x Agricultural Advisor (**Open Plan**)	**3**	**3**	**3 x 12 M²**	**36 M²**	**36 M²**
Agricultural Specialised Advisor Services					
Animal Scientist	**1**	**1**	**16 M²**	**16 M²**	**16 M²**
Veterinary Services					
Senior Animal Technician	**1**	**1**	**16 M²**	**16 M²**	**16 M²**
3 x Animal Health Technician (**Open Plan**)	**2**	**2**	**2 x 12 M²**	**24 M²**	**24 M²**
Storeroom Vet	**1**	**1**	**20 M²**	**20 M²**	**20 M²**
Administration Support					
Senior Administration	**1**	**1**	**8 M²**	**8 M²**	**8 M²**
General Worker	**1**	**1**	**6 M²**	**6 M²**	**6 M²**
Open Serving Space					
Storeroom **(store expandable minor equipment fertilizers and chemicals products)**	**1**	**1**	**20 M²**	**20 M²**	**20 M²**
Kitchen	**1**	**1**	**8 M²**	**8 M²**	**8 M²**
Reception	**1**	**1**	**10 M²**	**10 M²**	**10 M²**
Waiting room	**1**	**1**	**10 M²**	**10 M²**	**10 M²**
Server room	**1**	**1**	**8 M²**	**8 M²**	**8 M²**
Registry	**1**	**1**	**20 M²**	**20 M²**	**20 M²**
Cleaners Changing Room	**1**	**1**	**8 M²**	**8 M²**	**8 M²**
First Aid Room/ sick bay	**1**	**1**	**8 M²**	**8 M²**	**8 M²**
Boardroom	**1**	**1**	**36 M²**	**36 M²**	**36 M²**
First Aid Room	**1**	**1**	**8 M²**	**8 M²**	**8 M²**
Guard House	**1**	**1**	**8 M²**	**8 M²**	**8 M²**
Parking					
Undercover Bays		**06**			
Lock –up garages		**04**			
Open Bays		**02**			
Disabled Bays		**01**			
ASSIGNABLE SPACE					**342m²**
NON-ASSIGNABLE SPACE WITH 25%					**68.4 m²**
TOTAL NEEDS					**410.4M²;**

SECTION O

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

STRUCTURAL

1 The Lessor is to reconfigure the premises to the client's requirements

2 All buildings are to be disable friendly including ramps for access to the buildings, toilets, parking etc, as per the SANS 10400 building code of practice.

3 The whole building to be repainted in an acceptable paint of a pastel shade. Paint to be of a durable washable SANS, as "Plascon", approved type.

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 skirtings and wood paneling are to be varnished.

6 All new doors to sapele semi-solid varnished type and office suitable vertical blinds to be installed to all windows.

7 Existing doors are to be of semi-solid type or better.

8 All damaged doors to be replaced and may not be patched.

9 All locks on doors to be of a cylindrical lock type, dead bolt with latching devise, with one registered master key per floor.

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

11 All toilets, emergency escape doors, emergency exits, disabled toilets and disabled parking is to be adequately signed.

12 Partitioning for the construction of offices, storerooms etc, is to be of the "Rhino-Drywall" type complete with aluminium studs and Rhino-Wallboard on both sides. (Partitioning dismantled in the existing building may not be re-utilized.)

13 No glass panels are allowed in any office partitioning unless specified.

14 Ceilings are to be of a Gypsum "Rhinodek" type or other approved ceiling tiles on T38 exposed Tee suspension grid of pre-painted aluminium components. Ceiling boards that are dirty are to be cleaned. Ceiling boards that cannot be cleaned are to be replaced with new. Old ceiling boards are not to be reutilized. Patching will not be accepted.

15 Existing partitioning which is damaged may not be reused and is to be replaced with new throughout the damaged section.

16 All offices to be tile with vinyl/ceramic tile.

17 All passages, registries and archives are to have vinyl tile flooring/ceramic tile.

18 Toilets are to be totally refurbished with new pans, wash hand basins, partitioning, and floor and wall tiles unless accepted by the applicable Department of Public Works - KZN District Manager. All toilet seats are to be of "ArmitageShanks Magnia ASA5101" type seats prior to occupation.

19 The building is to be fumigated for rodents, insects and rancid odours prior to the occupation of the building and on a quarterly (1/4) basis for the duration of the occupation of the building

20 All external doors, PABX, file server rooms to be provided with a "Trellidor" security gate.

21 All ground floor level windows are to be supplied with "Trellidor" type burglar bars or equal.

22 All fire escapes/emergency exits are to conform to the relevant clauses of SANS code(s).

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

24. REQUIREMENTS

- Natural light- to all offices.
- Borrow natural light to be provided ±500mm on top of doors to transfer light.
- Natural ventilation to the offices and office suitable blinds to be installed on all windows.
- Shop front on the entrance with blinds.
- Celling height to be the minimum of 3m and maximum of 3.2m.
- Fully compliance to all disability requirements, elevator if applicable
- Ramps, ablutions, parking and paved pathways, service counter and light switches and sockets at a minimum height.
- The offered building should comply with SOUTH AFRICAN NATIONAL STANDARDS 10400:2011 – The application of the National Building regulations part S: Facilities for persons with disabilities

25. Latest Occupation Certificate of the Offered Building if it is an existing building that was previously occupied. However, if it was not occupied this certificate will be required prior to occupation.

26. Bidders must provide a letter from the Fire Department confirming full fire compliance of the offered premises. However, this certificate will be required prior to occupation.

27. The Energy Performance Certificate (EPC) is required to be displayed on or after January 2026 provided that the offered building is or above 1000m².

28. The disabled parking bays should be located as near as possible to the entrance of the building and must not be more than 20m away from the entrance.

_____ _____

Lessors Signature **Date**

SECTION P

DRAFT LEASE AGREEMENT

LEASE NO. : _____

FILE REF. NO. : _____

ZNT : _____

DRAFT LEASE AGREEMENT

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

Ms Xolile Charity Eudora Ntanzi in her capacity as Acting Deputy Director-General: 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 Agriculture and Rural Development**

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 weekends.

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 ,…….Disabled parking bays …….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…….

5.2 PERIOD OF LEASE: 5 years, if so required by Department of Agriculture and Rural Development at the time. This extension will be subject to the Department considering the landlord's performance in terms of maintenance of the building during the 5 year period. AND SHOULD THE DEPARTMENT WISH TO EXERCISE THE EXTENSION OPTION THE RATE FOR YEAR ONE OF THE LEASE WILL APPLY AND THERE WILL BE ESCALATIONS THEREOF.

5.3 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.

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 are supposed to be 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			
Disabled			
Total Number of bays		**Total Cost/mth**	**R**

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 4 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, above, the lessee may, based upon the reasons for such a written request, agree to a single extension not exceeding 50% (or based on the request from the Lessor) of the initial reconfiguration period. This request must be sought by the Lessor, in writing, at least 2 months prior to the end of the initial reconfiguration period. The extension period agreed upon will attract penalties at the rate as depicted in the penalties clause of this lease Agreement. No further extension will be granted upon the expiry of the second period.

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.

7.5 In the event of the Lease Agreement lapsing in terms of clause 7.4, above, the Lessor will be liable for the cost of rentals for the Department of _____ for the full period it requires for alternate suitable premises to be located.

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 <u>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.</u>

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

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.

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 ;

1 2.3 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

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

Or

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

13.3 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.

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.

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.

18. INDEMNITY

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

19. INSURANCE OF PREMISES

19.1 The LESSOR shall insure the building adequately, against damage to the structure and fixtures both inside and outside caused by fire, burglaries, Vis major and political riots.

19.2 The LESSEE is not responsible for any loss or damage caused to the property of the LESSOR and / or that of his tenants, caused by Vis major or political riots, provided such damage is not due to the negligence of the LESSEE, or his servants, employees, agents or visitors.

19.3 The Lessor may be held responsible for damages suffered by the User Department in the event of fire, flooding and leaks at the hired premises.

INITIALS

LESSOR LESSEE

……..X……

……..X……

……..X……

20. TOTAL OR PARTIAL DESTRUCTION OF THE PREMISES

20.1 In the event of the total destruction of the property by fire or any other cause whatsoever, the lease shall be terminated forthwith.

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

21. BREACH OF THIS AGREEMENT

21.1 In the event of either party being in breach or default of any of the terms and conditions of this lease, whether by non-payment of any rental or otherwise, the other party shall be entitled to give the defaulting party twenty one (21) days' notice in writing to remedy such breach, and if after such notice, that party is still in breach or default, to cancel this lease forthwith, whereupon the LESSOR shall be entitled to re-occupy the premises without prejudice to the injured party's rights to sue the other for past breaches of this lease.

21.2 In the event of the LESSOR terminating this lease and the LESSEE disputing the LESSOR's right to so terminate and remaining in occupation of the premises, the LESSEE shall, pending settlement of such dispute, continue to pay the rental provided for in this lease for the period during which he continues in occupation, and the LESSOR shall be entitled to accept such payments, and such acceptance shall be without prejudice to and shall not in any manner affect the LESSOR's claim to the termination then in dispute and any consequential damages.

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.

24.2 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

……X……

……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 maintained 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
- AND ANY OTHER RELEVENT LAWS AND REGULATIONS

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 premises and further ensure that there is an agreement with the relevant Municipality 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

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_____.

_____ **WITNESSES:**

For the Lessee, duly authorized

1. _____

2. _____

THUS DONE AND SIGNED AT _____

ON THIS _____ DAY OF _____ 20_____.

_____ **WITNESSES:**

For the Lesser, duly authorized

1. _____

2. _____