KWAZULU-NATAL PROVINCE
PUBLIC WORKS & INFRASTRUCTURE
REPUBLIC OF SOUTH AFRICA

OFFICE ACCOMMODATION

Invitation to Tender – ZNT6095W

Full Description: Hire of Suitable office accommodation for the Department of Social Development Amajuba District office, Newcastle for the extent of **680m² (544m² Assignable Plus 25% of 136m² non-assignable space); plus 42 Secured Undercover parking bays, 05 Open bays and 02 Disabled parking bays** for period of 05 Years with an option to extend for a further 4 years and 11 months, with no escalation during the extended period.

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.

Tender documents can be downloaded from e-tender portal www.etenders.gov.za at no cost.
Documents available from: Department of Public Works and Infrastructure, Midlands Region Office, 40 Shepstone Road, Ladysmith. The bid document can be downloaded from the e-Tender Portal at no cost. However, should any bidder require a printed/hard copy of the bid document, a non-refundable payment R380.00 must be made for prior to collection thereof as per the banking details indicated below. Proof of payment must be produced upon collection of the bid

Name of Account	**: KZN PROV GOV - WORKS**
Name of Bank	**: ABSA BANK**
Branch code	**: 632005**
Account Number	**: 41-2194-1044**
Type of Account	**: Business Cheque Account**
Reference Number	**: 14074045**

Briefing Session (briefing is compulsory)

Date: 05 November 2026

Venue: 40 Shepstone Road Ladysmith 3370, Auditorium Boardroom

Time: 10:00am

Queries relating to the issue of these documents may be addressed to

Name : Mrs NF Sikhakhane

Contact Number : 036 638 8095

Email Address: Nhlanhla.Sikhakhane@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.

1. **EVALUATION METHOD**

Phase 1: Administrative compliance:
Compliance with the bid requirements and compliance with procurement regulations

X	Bidder must be registered on the Central Suppliers Database
X	Form of Offer must be fully completed by the bidder
X	Bid offer must be properly received on bid closing date and time specified on the invitation, fully completed and signed in black ink
X	Attendance of the compulsory pre-tender briefing meeting, Site Inspection Certificate (Section D to be completed and signed in full).

X	Completion of bidder's disclosure (SBD 4)

Phase 2: Mandatory requirement

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 agreement will be considered for property that is in the process of being purchased by one entity to another. The transfer of the ownership should be finalized within 12 months of the award being issued failing which penalties will be charged in terms of the lease agreement. Compliance requirements: i) Certified copy of the Title Deed/Certified Windeed printout (department reserves the right to verify the correctness of windeed printout) if owner is directly bidding *or*; *ii)* Attach both certified copies of the Title Deed and of Power of Attorney/ signed mandate letter/lease agreement, if bidding as an agent/broker/independent company using another person's property iii) Copy of fully signed Sale Agreement/ donation agreement, together with the Tittle Deed of the current owner of the building if it is in the process of being purchased / transferred 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- SEE FURTHER REQUIREMENT FOR OFFICES AND PARKING FROM REVISED MIN SPEC FOR LEASED OFFICES The building must comprise a minimum **680m² (544m² Assignable Plus 25% of 136m² non-assignable space). Gross Lettable Area (GLA) depending** on the configuration, measured according to the latest SAPOA Method for Measuring Floor Areas (MOMFA) for Offices accommodation under one single roof (no split building). The bidder must provide a space planning layout with dimensions as per the client's needs with size of each office, refer to section N. The proposed space planning layout plan must provide for the following: • Be legible • Fully dimensioned • With actual areas for all in m² • Room names to correspond with the client's needs as per the bid. • Site plan depicting Dimensioned and Numbered parking layout on site. • If parking is in a shared building, plan to show clear demarcation and numbering. Annexure required: I. Bidder to provide certified letter from registered professional architect confirming the minimum gross lettable area. A certified copy of valid registration of Architect to be submitted at bid closing. II. Plan to also depict the Emergency and Evacuation Routes/points with the Assembly Areas. III. Plan to be signed off by the Professional Architect. IV. The bidder to submit a letter of undertaking that the new plan will be signed off after award and before occupation.	

3. **PROVISION OF PARKING**

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

3.2 If parking is in a shared building, plan to show clear demarcation and numbering.

PARKING REQUIREMENTS:

- Total Parking required is 49 parking bays.
- Parking Bays for persons with Disabilities must be within the entrance of the premises and undercover.

Required Parking bays to be provided on site, 49 made up of the following categories.

	Type of parking	**Quantity**
	Undercover	42
	Open bay	05
	Disabled bay	02

Compliance requirements:

i. The parking requirement for people living with disabilities must be within 50m from the entrance of the building.
ii. All parking bays to be located 100% on site.
iii. All parking bays to be paved and secured.

NOTE TO BIDDERS WHEN PREPARING DRAWINGS:

1. The Bidder must provide proposed space planning design plan which must:
    - Be legible,
    - Fully dimensioned,
    - Include a site plan depicting a dimensioned and numbered parking layout (100% on site),
    - If parking is in a shared building plan to show clear demarcation and numbering.

4. BUILDING SUPPORT SERVICES 4.1 Business Continuity Plan signed by the Bidder in respect of the following: i) Water (back-up water tank 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) 4.2 Latest Occupation Certificate of the Offered Building, if it is an existing building that was previously occupied to be submitted at time of bid closing. If it is a newly constructed building, this will not apply however, this certificate will be required prior to occupation. 4.3 It must be noted that the awarded bidder will be required to submit the Occupation Certificate prior to occupation being taken after the building has been reconfigured according to the specifications of this bid. 4.4 Within **14 days** of design plan sign-off, the Lessor is to provide proof of application to the **Local Authority** for approval. **NB: The Bidder must submit a letter of Commitment (at time of bid closing) that confirms the provision of back up water and electricity supply, which will be made available prior to the client taking occupation of the building**. **The Department reserve the right to withdraw or cancel the award at any stage should the bidder fail to comply with the above requirements**	
5. ZONING OF PREMISES Buildings must be zoned either; Commercial; Office or Public Buildings and/or Mixed Use Bidder must provide Town planning certificate from Local Municipality confirming the zoning and must be Valid for 12 months	
6. MAINTENANCE PLAN 6.1 Bidder to submit a comprehensive plan; • the dates for scheduled maintenance over the lease duration in the following categories (structural; mechanical; electrical; plumbing; upgrading of finishes, as required; etc). • strategy to deal with unplanned maintenance and turnaround time • Plan to include sub-contractors and also address issue of locality, targeted groups and job creation for the lease period (from reconfiguration of buildings to overall maintenance of building over the lease period). 6.2 The bidder to indicate in writing whether the offered building was occupied by any government Department in the last two years or whether is currently occupied by a government Department and if so, indicate the name and contact details of the Department in occupation. **NB: If the building was previously leased (in less than 2 years) / is occupied by any Government Departments a letter of reference, MUST be submitted with this BID at time of bid closing and the letter must indicate areas of maintenance history and the cooperativeness of the landlord.** **This Department reserves the right to corroborate the validity and accuracy of the Reference letter during the evaluation process.**	
7. LOCATION OF PREMISES The building offered must be situated not more than 10 km from the existing office (52 Scott street). Compliance Requirements: (i) Map that shows the radius indicating the distance from abovementioned landmark.	

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 building which is effective as of 7 December 2025.

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).

The regulations apply as follows:

(a) The building has a dominant occupancy classification in terms of Regulation A20 of the National Building Regulations as A1 (Entertainment and Public Assembly); A2 (Theatrical and Indoor Sport); A3 (Places of Instruction) or G1 (Offices); and

(b) The building is in operation to meet a particular need associated with the use of the building for a period of 2 years or longer and has not been subject to a major renovation within the past 2 years of operation (a "major renovation" means any changes to a building or structural changes that require planning approval from a relevant local authority in terms of the National Building Regulations and Building Standards Act); and

(c) The building has a total net floor area over 1000m² (The floor area refers to the entire building, not the leased area, i.e. if the leased area is less than 1000m² but the building's net floor area exceeds 1000m², then the building requires an EPC).

8.3 In order to comply with the ACT and its conditions, the following documents must be submitted at time of close of bid:

8.3.1 A certified copy of the building's Energy Performance Certificate.

8.3.2. Where the building has been subjected to a major renovation within 2 years of the bid submission: an occupation certificate and a written commitment to submit a certified copy of the building's Energy Performance Certificate (EPC), within 24 months after practical completion of the major renovation, or from date of lease commencement; whichever is the sooner.

RETURNABLE DOCUMENTS:

1. Certified copy of EPC
2. Where the building has been subject to a major renovation within 2 years of submitting the bid:

a. Proof of plans approval to the relevant Municipality; or the Occupation Certificate and;
b. Commitment to submit a certified copy of the building's EPC, within 24 months after practical completion of the major renovation.

NB: This will only be applicable if the size of the building is 1000m² and above

PHASE 3: PREFERENCE POINT SYSTEM

<u>The following table must be completed and be in line with Tender Document.</u>
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 (90/10 system) (To be completed by the tenderers)
• Ownership by Black People Documentary Proof Required: 1) Original Sworn Affidavit, signed and dated by Commissioner of Oaths. 2) Certified Copy of Identity Document/s.	20	

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SOCIAL DEVELOPMENT					
BID NUMBER:	ZNT6095W	CLOSING DATE:	18 November 2026	CLOSING TIME:	**11:00am**
DESCRIPTION	**ZNT: 6095W: HIRE OF SUITABLE OFFICE ACCOMMODATION FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AMAJUBA DISTRICT OFFICE, NEWCASTLE FOR THE EXTENT OF 680M² (544 M² ASSIGNABLE PLUS 25% OF 136M² NON-ASSIGNABLE SPACE); PLUS 42 SECURED UNDERCOVER PARKING BAYS, 05 OPEN BAYS AND 02 DISABLED PARKING BAYS FOR PERIOD OF 05 YEARS WITH AN OPTION TO EXTEND FOR A FUTHER4 YEARS AND 11 MONTHS, WITH NO ESCALATION DURING THE EXTENDED PERIOD.**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
Department of Public Works and Infrastructure, Midlands Regional Office
40 Shepstone Road
Ladysmith
3370

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Mrs. N.F Sikhakhane**	CONTACT PERSON	**Ms F.P Memela**
TELEPHONE NUMBER	**036 638 8095**	TELEPHONE NUMBER	**036 638 8238**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**nhlanhla.sikhakhane@kznworks.gov.za**	E-MAIL ADDRESS	fikile.memela**@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

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 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 initiated.
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.

TENDERERS TO NOTE

1. **The Department reserves the right not to award to the lowest bidder.**
2. **In addition, the Department may conduct a detailed risk assessment prior to the award of the bid.**
3. **Tender documents can be downloaded from the Departmental website at no cost.**
4. **It is compulsory to briefing meeting.**
5. **Late submissions will not be accepted.**
6. **Faxed or e-mailed bids are not accepted.**
7. **Only Bidders registered within the applicable Central Suppliers Database (CSD) classification will be eligible to submit bids.**
8. **The Preference points system is applicable for this bid 80/20 where 20 Points of specific goals will be allocated as follows,**
   - **Ownership by black People: 20 Points.**

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: ZNT6095W

Full Description: Hire of Suitable office accommodation for the Department of Social Development Amajuba District office, Newcastle for the extent of **680M² (544 M² Assignable Plus 25% of 136m² non-assignable space); plus 42 Secured Undercover parking bays, 05 Open bays and 02 Disabled parking bays** for period of 05 Years with an option to extend for a futher4 years and 11 months, with no escalation during the extended period.
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

SBD 3.1

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 ZNT6095W
Closing Time: 11:00 am	Closing date:18 November 2026

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

BID PRICE INCLUDING VAT: R ……

TOTAL AMOUNT IN WORDS:……..

……

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

FOR OFFICE PURPOSES ONLY

IMPORTANT
Mark appropriate block with "X"

HAVE ANY ALTERATIONS BEEN MADE? YES NO

HAS AN ALTERNATIVE BID BEEN SUBMITTED? YES NO
***IF APPLICABLE*:** DID THE BIDDER ATTEND THE

SBD 4

SECTION F

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3.1 If so, furnish particulars:

……
……

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ……....., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

3.5 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.

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

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION

AGAINST ME IF THIS DECLARATION IS FALSE.

……	……
Signature	Date
……	……...
Designation	Name of bidder

SECTION G

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 the tenderers)
• Ownership by Black People Documentary Proof Required: 1. Original Sworn Affidavit, signed and dated by Commissioner of Oaths 2. Certified Copy of Identity Document/s	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

a. Name of company/firm…….

b. Company registration number: ……...

c. 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]

d. 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 authorized 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 naturalization- 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 Oath

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL 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 authorized 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 naturalization- 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 Oath

.

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. ……

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

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

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 contract 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

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 Department reserves the right not to award to the lowest bidder.
6. The Department may conduct a detailed risk assessment prior to the award.
7. 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 ticking the appropriate box hereunder.

(I) TRUST	(II) CLOSE CORPORATION	(III) COMPANIES	(IV) SOLE PROPRIETOR	(V) PARTNERSHIP	(VI) CO-OPERATIVE	(VII) 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, a separate list should be attached)

Note:

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

Note: 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:

For The Supply and Letting to the Department of Public Works and Infrastructure: Kwazulu-Natal Provincial Administration of Lettable Area Sufficient to Accommodate **Suitable Offices as per table below for a period of 05 Years, with an option to extend for a further 4 years and 11 months, with no escalation during the extended period.**

Description	**m²**	**Rate m²**	**Monthly rental**	X 12=Year (A)
Office assignable	544m²			
Non-assignable (not exceeding 25%)	136m²			
Total	**680m²**			(A)
Parking	**No of bays**	**Rate per bay**	**Monthly rental**	X 12=Year (B)*
Secured undercover	42			
Open	05			
Bays for people with disabilities	02			
Total	**49**			(B)
Carry forward A+B to year 1 hereunder			*A+B=	

Year	**Total**	**Esc Amount (max not exceeding 7%)**	**Total per year**
Year 1 (A+B)		NIL	
Year 2			
Year 3			
Year 4			
Year 5			
Sub Total			
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) = A+B = year 1 (Year 1 to Year 5 = Sub Total + VAT = Grand Total) must be carried over to the bid form (Page no: 14 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 should not **exceed 05 Months** from date of sign off of layout plans. The signing of plans should not be unreasonably delayed and must be finalized within 5 months from acceptance of the award.

Should the Bidder delay with the finalization of either the plans sign off or the reconfiguration of building timelines, Department of Public Works and Infrastructure will invoke the penalties clause in the lease agreement.

1.2 Project Background:

The purpose of this request is to solicit bids from interested BIDDERS in order to provide a suitable office accommodation for Department of Social Development in Newcastle.

The Department of Social Development in Newcastle currently housed at 52 Scott Street, Newcastle premises. The Client Department has requested that KZN – Public Works and Infrastructure hire of suitable office accommodation.

Bidders are therefore requested to submit bids for existing or new buildings to sufficiently and suitably accommodate these 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.	Disability Accessibility compliance Certificate
2.	Health & Safety Compliance Certificates:
2.1.	Electricity compliance Certificate
2.2.	Fire Regulation - compliance Certificate
2.3.	Pest Control Certificate
2.4.	Lift Commissioning Certificate
2.5.	Asbestos Regulation Compliance
2.6.	Approved Inspection Authority
3.	Occupation certificate
4.	Certificate Of Compliance to The National Building Regulations
5.	Energy Performance Certificate
6.	And any other legally required certification.
7.	Town Planning Certificate

1.4 Duration:

PERIOD OF LEASE: A period lease of 05 years, with an option to extend for further 4 years and 11 months, with no escalation during the extended period.

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	**05 years, with an option to extend for a further 4 years and 11 months, with no escalation during the extended period.**
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
Client Spécification

SPECIFIED NEED FOR ASSIGNABLE OFFICE DEPARTMENT OF SOCIAL DEVELOPMENT					
Request for Office Accommodation Amajuba District Office: Newcastle					
Description of Office Space (plus Official Designation	**Units**	**Number of offices required**	**Department request in m²**	**Approved Norm in m²**	**Recommended Total in m²**
i.e. cellular offices or open plans, boardrooms etc.					
District Director	1	1	1x16m²	16m²	16m²
Programme Managers 2-5	5	5	5x12m²	60m²	60m²
Personal Assistant to the Director	1	1	8m²	8m²	8m²
Programme Coordinator	8	3	8x8m²	64m²	64m²
COMMUNITY DEVELOPMENT					
Community Development Manager	1	1	1x12m²	12m²	12m²
Assistant Director: Community Development	3	1	3x8m²	24m²	24m²
CORPORATE SERVICES					
Deputy Director: Corporate Services	1	1	12m²	12m²	12m²
Assistant Director: Human Resource Management	1	1	12m²	12m²	12m²
Assistant Director: Financial & Management Accounting	1	1	12m²	12m²	12m²
Human Resource Practitioner-Wellness	1	1	12m²	12m²	12m²
Human Resource Practitioner	2	1	2x8m²	16m²	16m²
Human Resource Officers	4	2	4x8m²	32m²	32m²
AUXILIARY SERVICES					
Records Officer	1	1	8m²	8m²	8m²
Records Clerk	2	1	2x8m²	16m²	16m²
Driver/Messenger					
Programme Administration Clerks	5	2	5x8m²	40m²	40m²
ICT					
IT Specialist	1	1	8m²	8m²	8m²
FINANCIAL MANAGEMENT					
State Accountant	2	1	2x8m²	16m²	16m²
Accounting Clerks	2	1	2x8m²	16m²	16m²
SUPPLY CHAIN MANAGEMENT					

Supply Chain Management Practitioners	2	2	2x8m²	16m²	16m²
Supply Chain Management Clerks	2	2	2x8m²	16m²	16m²
ANCILIARY					
Conference room		1	36m²	36m²	36m²
Server Room		1	8m²	8m²	8m²
Tea Kitchen		1	6m²	6m²	6m²
Print Room		1	8m²	8m²	8m²
First Aid Room/Sick Bay		1	6m²	6m²	6m²
Waiting area & reception		1	20m²	20m²	20m²
Cleaners rest room		2	16m²	16m²	16m²
Registry		1	12m²	12m²	12m²
Stationery storeroom		1	8m²	8m²	8m²
Guard house with ablutions		1	12m²	12m²	12m²
Total Assignable Space					**544m²**

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

	Type of parking	**Quantity**
	Undercover bays	**42**
	Open bay	**05**
	Disabled (Undercover)	**02**

SECTION O

MINIMUM SPECIFICATIONS FOR LEASED OFFICE SPACE

This document sets out the mandatory minimum specifications required for office space to be leased by the KwaZulu-Natal Department of Public Works and Infrastructure (DPWI) for use by government departments (Sector Departments).

Bidders are notified that adherence to these specifications is mandatory and necessitates the engagement of suitable professional consultants (e.g., Architect, Electrical Engineer, Mechanical Engineer, ICT professional, etc.).

A. GENERAL CONTRACTUAL REQUIREMENTS AND TIMEFRAMES

1. The Lessor to ensure the building and all works comply with the **National Building Regulations** (NBR) (Act 103 of 1977), the **Occupational Health and Safety Act** (OHS) (Act 85 of 1993), and all applicable **South African National Standards** (SANS) and relevant local authority **by-laws**.
2. The building must be classified as a minimum **B-Grade office building** as defined by SAPOA or equivalent. The final appearance, construction, and finishes must be of a standard acceptable to DPWI.
3. The **premises** are to be **reconfigured** to the Sector Department's requirements and to the approval of DPWI who reserves the right to propose design refinements.
4. Facilitated by the DPWI's Technical Advisor and in consultation with the Sector Department, the Lessor's architect is to prepare design plans that demonstrate efficient space planning considering the inter-relationships of components of the Sector Department.
5. Lessor to provide expertise of contractors and sub-contractors who will undertake the works and ensure that they are **registered** with the NHBRC and/or other affiliations/registration bodies, as required.
6. The accommodation offered must be **contiguous** including across storeys if in a multi-storey building.
7. All **costs** associated with bringing the facility up to the standards set out in these Minimum Specifications and compliance with regulations and by-laws is to be **borne by the Lessor**.
8. The Lessor must complete the final design plan within **4 weeks** for submission to DPWI for approval and **sign-off**.
9. Within **14 days** of design plan sign-off, the Lessor is to provide proof of application to the **Local Authority** for approval.
10. The period for reconfiguration is as per the table below and is calculated from **sign-off** of the design plan:

Area	Period for Reconfiguration
Up to 500m²	4 months
501m² to 1000m²	5 months
1001m² to 2000m²	6 months
2001 to 3000m²	7 months
3001m² to 5000m²	8 months
Greater than 5001m²	10 months

11. Failure by the Lessor to complete the reconfiguration and handover the premises within the stipulated period will result in a penalty **of 1% per day of the monthly rental**, offset from the first payment or be held liable to pay rental to the current landlord.
12. The Lessor is to grant **access** to DPWI's Technical Advisors who shall **inspect** the works with reasonable frequency during the process of reconfiguration.
13. The Technical Advisor's approval of any part of the building does **not exempt** the Lessor from **complying** with any regulatory requirements and these minimum standards.
14. Any **departure** from the minimum requirements will not be allowed unless with timeous and prior written **permission** of the HOD of DPWI.
15 The lessor must submit the following **mandatory** documents to the DPWI **prior to occupation**. The DPWI reserves the right to withhold occupation if these documents are not provided by the Lessor:
    a. Local Authority **Occupancy Certificate** specific to the leased premises.
    b. Local Authority **approval** of the **Signed Final Design Plans**.
    c. Relevant **Electrical Compliance Certificate**.
    d. Relevant **Structural Engineer's Stability Certificate**.
    e. Relevant **Plumbing Certificate**.
    f. Relevant **Fire Clearance** from the Local Fire Chief.
    g. Relevant **Firefighting Equipment Certificate**.
    h. Signed comprehensive **maintenance contracts** for the full **HVAC** system for the duration of the lease.
    i. Relevant **Lift Compliance Certificate** and signed comprehensive **maintenance contract**s for the **Lifts** for the duration of the lease.
    j. A certificate confirming compliance with **B-grade** office building standard as defined by SAPOA and/or equivalent.
    k. A **Fumigation Certificate** certifying the entire leased space is free of pests and vermin.
    l. Letter of appointment for a dedicated **Building Manager** in the case of shared building, who will attend to all maintenance issues for the duration of the lease.

B. ARCHITECTURAL AND ACCESSIBILITY REQUIREMENTS

1. Finishes and Internal Elements

a. All finishes, fixtures and fittings on the leased premises to be in a condition equivalent to new with no defects.

b. The site and its perimeter to be adequately secured against entry by unauthorised persons and intruders.

c. Paint to be washable, smooth finish, **lead-free** and of a **neutral colour** for all walls and ceilings. A range comprising a minimum of 3 sample colours to be provided and final colours to be approved by the Technical Advisor, prior to painting. Accent colours may be used strategically.

d. Ceilings to be a properly secured suspended or fixed ceiling system with an access panel at least every 50m^2 and be consistent, durable and easily cleanable. Ceilings must be compliant with **SANS 10400** and must be appropriately fire-rated.

e. Drywall partitioning to be a minimum of **12mm plasterboard** on both sides with steel studs or equivalent. Partitions must be compliant with **SANS 10400** and must be appropriately fire-rated.

f. Boardrooms and meeting spaces to be **centrally located** and to have finishes that would ensure **good acoustic** quality.

g. Non-slip ceramic tile floor coverings shall be of an acceptable quality designed to last 10 years and must be easy to clean and maintain.

h. All ablutions, kitchens and wash areas to have non-slip floor tiles. Tiles should be appropriate to its usage i.e. floor tiles for floors, wall tiles for walls.

i. Stairways, ramps and walkways susceptible to slipping to have **slip-protection**.

j. All server rooms, registries and archives rooms to have hard-wearing, non-flammable flooring.

k. High traffic areas to have **robust finishes** appropriate for its use.

l. All windows and view panels to be fitted with 127mm vertical **blinds** or equivalent. Window blinds must be of an acceptable quality designed to last 10 years.

m. Internal fenestration to be provided with privacy film or blinds.

2. Room and Space Dimensions

a. Corridor widths must be in accordance with **SANS 10400 Part T** and **SANS 10400 Part S**. Specific areas necessitating wider corridors, will be identified during design development.

b. Dimensions of habitable rooms are to comply with **SANS 10400 Part C**.

c. No office is permitted to be **less than 2.4m** wide.

d. Where a certain function necessitates the ceiling to be higher, this will be specified as part of the accommodation requirements.

e. Conduits, piping, ducting and other services shall not be visible underneath the ceiling in offices and public areas.

3. Ablutions

a. Pans, wash-hand basins, mirrors, floor and wall tiles in ablutions are to be in a condition equivalent to new and should be suitable, durable and of high quality.

b. Provision of sanitary fixtures to be in accordance with **SANS 10400 Part P 4.11** and calculations for the provision of sanitary fixtures (demonstrating Occupancy and Population in terms of **SANS 10400 Part A**) to be **depicted on the relevant plans** submitted at time of bid closing.

c. Provision of sanitary fixtures for persons with disabilities to be provided on each storey and in accordance with **SANS 10400 Part S**.

d. Distribution of ablutions and sanitary fixtures to be equitable between storeys and should consider areas of higher population.

e. All ablution walls to be tiled up to a minimum of 1500mm high.

4. Kitchens, Stores and Reception Areas

a. Kitchens to be located at a point that services each storey.

b. Kitchens to be provisioned with basic **cupboards**, a **sink** and plumbed instant **boiling water dispensers**. Sinks to have minimum 600mm high **splash backs**.

c. In the event of kitchens being constructed using drywall, walls are to be **tiled** up to a minimum of 1500mm from floor.

d. **Reception Areas** are to be provided with **reception counter** to match Sector Department requirement (to allow for minimum one person) with at least one lockable cupboard, with control for access and positioned in a manner which gives clear view of entrance.

e. **Cleaner's Stores** of at least 6m^2 is required on every storey and equipped with a **drip sink, adequate shelving** and **sufficient cross ventilation**, and shall comply with the requirements of the Hazardous Chemicals Act regarding storage of chemicals.

5. Registries

a. Registries are to be fitted with a **service area** recessed from the corridor, should have a service window approximately 1m x 1m with a document **pass-through** and **counter** at least 300mm wide x 1100mm high.

b. Registries should be **centrally** located for easy access.

c. Be fire-rated as required by the **SANS 10400 Part T** and applicable regulations.

6. Strong Room

a. Should have a **safe door** of 6mm plate with 8 bolts and 7-lever security keylock.

b. It must have brick walls and concrete ceilings.

c. **Strong Rooms** to be provided with suitable lighting which is to be switched both internally and externally complete with an external **audible bell** and exterior **indicator light** which is to be operated from the interior.

d. Be fire-rated as required by the **SANS 10400 Part T** and applicable regulations.

7. Server Room

a. Should be equipped with burglar bars and gate, and entrance to be controlled via an access-controlled system.

d. Be fire-rated as required by the **SANS 10400 Part T** and applicable regulations.

e. The flooring should be non-flammable.

8. Doors, Locks and Keys

a. All damaged doors to be **replaced**.

b. Interior doors must be **semi-solid** and office doors must be at least 800mm wide.

c. All offices doors to be fitted with a **cylindrical-type** lock, **dead bolt** with **latching** device with one registered **master key** per storey, as required.

d. All doors to be **numbered** in 3mm thick acrylic material with vinyl backing in appropriate length and 50mm high.

e. All doors to be fitted with 80mm high x 350mm aluminium **door signage** mounted with double-sided tape and designed to accept standard paper with polycarbonate clear cover.

f. All fire escape doors to have **panic hardware** with a localized **fire alarm** system or linked to the main fire panel.

9. Natural Light and Ventilation

a. All spaces to comply with **SANS 10400 Parts N and O**.

b. Notwithstanding requirements above, **75% of habitable rooms** are to have a minimum **natural lighting of 10%** of the floor area calculated per room.

c. The layout should be arranged in a manner that **prioritises access** to **natural light** for habitable offices, placing uninhabited rooms like Storerooms, Strong Rooms, Registries and similar in deeper spaces.

d. The Lessor must strategically employ fenestration (e.g., side lights, clerestory windows, and glass doors) to transmit natural light from offices or spaces with exterior windows into deep offices and circulation areas that lack direct natural light access.

e. All glazing must comply with the requirements of **SANS 10400 Part N** including the provision of safety glass where required.

10. Accessibility for Persons with Disabilities

a. The building must be compliant with **SANS 10400 Part S** and **fully accessible** to persons with disabilities.

b. Parking for persons with disabilities must be provided closest to the **main entrance** and comply in terms of **quantity**, **dimensions**, **demarcation** and **accessibility**.

c. Lifts must be disabled-person friendly and be fully accessible in compliance with **SANS 10400 Part S**.

d. Separate ablution facilities for persons with disabilities must be provided as per **SANS 10400 Part S** and **reserved** for use of persons with disabilities.

e. **Refuge Areas** to be provided at each storey in accordance with **SANS 10400 Parts T**.

f. The building must have applicable signage for persons with disabilities compliant with **SANS 10400 Part S**

C. PARKING

1. **Lock-up parking** to be provided in accordance with the requirements listed in the Procurement Instruction (Needs Assessment) and refers to a structure within which one or more vehicles will be parked and which makes provision for cover (100%) from above and which is covered on all sides from ground to roof and is able to be locked for the parking or removal of each vehicle.
2. **Undercover parking** to be provided in accordance with the requirements listed in the Needs Assessment and refers to a structure within which one or more vehicles will be parked and which makes provision for the cover (100%) from above.
3. **Open parking** to be provide in accordance with the requirements listed in the Needs Assessment and refers to a demarcated open area for allocated parking.
4. General vehicular parking bays must be **minimum 2.5m wide x 5m long** and compliant with local regulation and by-laws. Parking bays for people with disabilities must be **minimum 3m wide x 5m long.**
5. Parking areas are to be properly surfaced with a durable pavement layer.
6. All parking to be provided within a secure and gated area that complies with the needs of the Sector Department.
7. All parking to be **demarcated**, bays to be **numbered** and have appropriate signage denoting the Sector Department's **name**.
8. Parking for persons with disabilities to be provided in compliance with **SANS 10400**.
9. Loading bays must be of acceptable size that meets standards of the Local Authority.
10. State vehicle parking must have a **wash bay** with a tap and be correctly drained to a grease trap.

D. MECHANICAL AND FIRE

1. Heating, Ventilation and Air-Conditioning (HVAC)

a. All habitable spaces shall be air-conditioned in compliance with **SANS 10400 Part O** and the system regularly maintained.

b. The complete system is to be **inspected** by a **reputable** mechanical **engineer**, and a **certificate** of condition is to be provided.

c. Central air-conditioning units older than 15 years and individual units older than 10 years are to be **replaced** with new.

d. HVAC system installation to be contracted out to a **reputable** air-conditioning **contractor**.

e. All offices to be provided with individual wall-mounted controls to regulate conditions within the room.

f. **Server Rooms** are to be provided with separate **stand-alone** air-conditioner units to operate continuously. These are to have an additional backup air-conditioner unit.

g. **Individual** units to be provided with a **separate** circuit terminated in a cord grip type isolator and not 15A socket.

h. Kitchens and ablutions shall be provided with an adequate means of ventilation in accordance with the requirements of **SANS 10400 Part O**. Ventilation shall be achieved by either:

- an adequately sized openable window providing direct ventilation to the outside atmosphere, or
- a mechanical ventilation system designed to extract air directly to the outside atmosphere.

i. Under no circumstances shall air from kitchens and ablutions be discharged into ceiling voids, roof spaces, or internal cavities.

2. Lifts and Vertical Transport

a. Where provided, the passenger lift shall provide access to the leased premises in compliance **OHS Act**, be fully operational and regularly maintained.

b. The lift shall be duly **registered** with the Department of Labour, in full working condition and have a complete service record for the past five years, where applicable, with a registered lift company.

c. A **Service Record Book** containing the details of all repairs, servicing and testing undertaken shall be kept in the lift plant room and be available for inspection purposes.

d. All lifts are to be serviced in terms of the **Occupational Health and Safety Act 85 of 1993** by a recognized service provider prior to occupation of the building.

3. Fire Protection, Equipment and Escape

a. The building must comply with **SANS 10400 Part T** in all respects.

b. Fire-fighting equipment to be installed in compliance with **SANS 10400 Part T** and be regularly maintained.

c. The Lessor is to provide a **fire evacuation plan** displayed on all storeys of the leased premises indicating escape routes, assembly areas and fire equipment.

d. The building to be correctly fitted with **fire signage** indicating the above.

e. If the main G1 occupancy exceeds 4 storeys in height or 5000m² in floor area, it must be equipped with a **fire detection** and **voice alarm** system as per **SANS 10400 Part T**. Any rational design for such systems must be prepared by a competent person.

E. ELECTRICAL, ICT, AND SECURITY SERVICES

1. General Electrical Compliance

a. Power supply to be adequate for the intended leased premises and for all equipment required by the Sector Department.

b. All electrical installations within the leased premises shall comply with the Occupational Health and Safety Act, Electrical Installation Regulations, and **SANS 10142** and be regularly maintained.

c. Electrical Certificates of Compliance (COC) covering both the proposed leased premises and any upstream or downstream electrical installations that supply or are supplied from the leased premises shall be provided by a person accredited in terms of the **Electrical Installation Regulations** and **SANS 10142**, prior to occupation.

d. Separate COC's shall be issued for any standby power systems or temporary installations.

e. Once the final design plans have been signed off, the Lessor's architect is to prepare an electrical layout for approval, showing all desks, meeting tables, boardroom tables, reception desks and all power and network points.

f. Earthing and bonding in conformance to **SANS 10142-1**, **SANS 10199**, etc. Where required, a Lightning Protection System shall be installed and maintained by a competent person in conformance to **SANS 62305 and SANS 10313**.

2. Small Power

a. A **power cluster** shall be provided for every designated work point or office station, including those in open-plan areas. A cluster must also be provided for all meeting tables in closed offices and every meeting, conference, security control, and reception area, as detailed in the final approved electrical layout plan.

b. One **power cluster** shall be provided per 8m² or part thereof of office accommodation.

c. **Boardrooms** to be equipped with a minimum of **4 power clusters** equitably distributed for connection of laptops and a **socket outlet** suitably positioned in the ceiling for connection of a projector.

d. Each **power cluster** shall comprise:

- Normal 16A Single 3 pin + euro combo switched socket outlet
- Dedicated 16A Single 3 pin switched socket outlet
- Shuttered RJ45 data outlet

e. These to be accommodated in a two-compartment power skirting.

f. One normal 16A single switched socket outlet to be provided at 20m intervals for cleaning purposes.

g. **Server rooms** to be provided with a minimum of **five dedicated** and **three normal** socket outlets.

h. Additional socket outlets required will be specified in the accommodation requirements.

i. Maximum of **six** socket outlets per **circuit**.

j. All appliances or equipment that are not supplied from a socket-outlet, shall be capable of being disconnected from the supply by an easily accessible switch-disconnector in conformance with **SANS 10142-1**.

3. **Lighting**

a. All lighting shall be LED type with 5-year warranties and colour temperature suitable for the relevant environments.

b. Each room and corridor shall be provided with occupancy sensors at a suitable position and an override switch for each circuit.

c. Corridors to be separately switched.

d. Adequate lighting to be provided to all areas. Interior lighting must be compliant with **SANS 10114** and exterior lighting to **SANS 10389**.

e. Emergency escape lighting as per **SANS 10114-2** to provide sufficient visibility for evacuation purposes as required.

4. **ICT and Security Systems**

a. Electrical power and data cabling must be physically segregated in accordance with the minimum separation requirements of **SANS 10142-1**. Additional compartments or separate containment shall be provided where required to prevent overloading of any compartment.

b. Adequate containment systems (e.g., cable trays, trunking, power skirting, and floor boxes) shall be provided for all cabling routes to and from servers, covering both incoming and outgoing connections to the final outlets.

c. Electrical security installations to comply with **SANS 10222.**

F. BUSINESS CONTINUITY

a. The Lessor must install a suitable **backup power supply** system to supply at minimum: Server Rooms, Computers, Security Control Room, emergency lighting, water pumps and Registries and must be maintained by the Lessor.

b. The system to be built with an automatic changeover.

c. In the event of an interruption in the main power supply, all equipment essential to the operation of the **security systems** shall **continue** to operate without compromising of security or degradation of performance.

d. The Lessor must install suitably sized water tanks to ensure adequate back-up supply of domestic and potable water, in compliance with **SANS 10252** and be regularly maintained.

e. Backup water supply to be **sized** in accordance with population of leased premises and sufficient to last at least 24 hours.

G. METERING OF UTILITIES

a. The Lessor is to ensure independent metering of services for the leased premises including water and electricity.

b. All meters shall be properly calibrated, and valid calibration certificates shall be provided and maintained on record.

c. Meters are to be made accessible to Lessee and Sector Department.

H. MAINTENANCE AND UPKEEP

1. General Maintenance

a. In the case of a shared building, the Lessor to provide a **Building Manager** who will attend to all maintenance issues for the duration of the lease.

b. **Fixtures** forming part of the building structure and any item essential for the functionality of these fixtures, even if consumable are to be **maintained** by the Lessor.

2. Mechanical, Fire and Business Continuity

a. The Lessor is responsible for the replacement of consumable items such as washers, ceramic cartridges and seals to all taps, etc.

b. All lift maintenance to be the responsibility of the Lessor. A comprehensive maintenance service agreement for the **lifts** is to be in place for the duration of the lease of the building with a reputable lift company, prior to occupation being granted.

c. All HVAC maintenance to be the responsibility of the Lessor. A comprehensive maintenance service agreement for the **HVAC** system is to be in place and to include regular cleaning and decontaminating of ducting and aerosol biocide to prevent potential build-up of micro-organisms within the building.

d. All fire equipment maintenance to be the responsibility of the Lessor. The Lessor to ensure that the fire equipment (extinguishers, hose reels etc.) is serviced and maintained in line with regulation and industry norms. An updated service plan must be made available to the Lessee, upon request.

3. Electrical, ICT and Security Services

a. The Lessor shall be responsible for all maintenance of electrical installations which form an integral part of the building and shall include *inter alia*:

- Lighting installations including consumable items such as globes; fuses, etc.
- Security access points and electrical gates
- Fire detection and alarm systems

b. The Lessor must ensure the **backup power supply system** is maintained in working condition and serviced regularly in compliance with the manufacturer's requirement.

e. The Sector Department will be responsible for the provision of fuel for the generator after handover of the building in the case where a generator is a backup power system that is utilized.

4. Fumigation

a. The Lessor is responsible for the **ongoing, scheduled preventive fumigation** of all common areas (lobbies, stairs, shared restrooms, service rooms) and the external perimeter/boundary of the property.

5. Training and Licensing

a. Lessor to provide adequate **operational training** to designated **representatives** of the Sector Department on all **Electrical, Mechanical, Fire and ICT** systems associated with the leased premises, prior to occupation.

b. Where access control systems have been installed **training** to be provided for programming **additional users**, **visitor** management and **reporting**.

c. Lessor to **maintain licenses** on all systems associated with the leased premises, where required.

I. SPECIAL REQUIREMENTS

This Section relates to special requirements of the User Department, additional to the minimum specification requirements outlined above. ***The items below are mandatory***

Access Control System

a. **Entrance** to all storeys of the leased premises to be equipped with **access control**, and with a door closer and linked locking mechanism.
b. Card or disk type systems to **include tokens** corresponding to the number of **units** (posts) recorded in the Procurement Instruction.
c. System to incorporate mechanism to **programme additional users** as required and to include **visitor management** and **reporting** mechanism.
d. System to incorporate suitable local battery **backup**.
e. Waist height **turnstile** with a gate for persons with disabilities must be installed at the main entrance.
f. Walk through **metal detector** at the main entrance with **x-ray** machine.
g. Where vehicular access control is provided, sufficient **remotes** for users to be supplied by the Lessor unless there is a centralized access control which allows for 24 hours access/egress.

User Department Comments (Additions/Omissions/Variations)**:**

_____

_____

1. **CCTV, Security and PA System:**
   a. Cameras must be installed at all main doors, entrances, exits, and **state vehicle parking** areas, and linked to the Control Room.
   b. PA system audible throughout the building controlled from the main entrance

User Department Comments (Additions/Omissions/Variations)**:**

__**N/A**_____

_____

_____

2. **Intruder Detection and Security**
   a. The leased premises should be secured against unauthorised entry with a suitable **intruder detection system**.
   b. Alarm system to be installed on all entrance and exit doors which are to be armed and disarmed **per floor** from the control room.

User Department Comments (Additions/Omissions/Variations)**:**

_**N/A**_____

_____

_

3. **Security Control Room, Search Room and Guard House**
   a. The leased premises should be provided with a **Security Control Room** that is designed so as not to be breached by intruders and with access to ablution facilities.
   b. Security Control Rooms and other sensitive areas to be equipped with access control, and with a door closer and linked locking mechanism.
   c. The Security Control Room must be equipped with a **separate air-conditioning** unit and a **fire extinguisher**.
   d. Building to have a **Search Room** at the entrance with 10-unit pigeonhole firearm safe and bullet trap.
   e. **Guard house** to be provided and where separate from the building, must be an enclosed structure with adequate lighting and ventilation and ablutions.

User Department Comments (Additions/Omissions/Variations)**: SECURITY GUARD HOUSE ONLY**_____

_____

4. Registries, Strong Rooms and Server Rooms

a. Registry should have **brick walls** and **concrete** ceiling.

b. Registry to be equipped with **burglar bars** and **gate**, and entrance to be controlled via an **access-controlled** system.

c. Registry to be fitted with a with ***pyroshield*** bottle type gas fire suppression system and **CO2** firefighting equipment that will not damage records.

d. A strong room, safe or walk-in safe **inside** the Registry is required to store sensitive information.

e. Strong Room be fitted with a with ***pyroshield*** bottle type gas fire suppression system and **CO2** firefighting equipment that will not damage records.

f. Server Room should have **no windows**.

g. **Server Room** should have **raised access flooring**.

h. **Server Room** must have **brick walls** and **concrete** ceilings.

User Department Comments (Additions/Omissions/Variations)**:**

_____

_____

_____

5. Other Special Requirements

_____

_____

_____

_____ _____

Bidders Signature **Date**

SECTION P

DRAFT LEASE AGREEMENT

LEASE NO. : _____

FILE REF. NO. : _____

ZNT : _____

AGREEMENT OF LEASE

Entered into between

…….

(Registration number:…….)

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

…….

Duly authorized representative

(Hereinafter referred to as the LESSOR)

And

PROVINCIAL GOVERNMENT OF THE PROVINCE OF KWAZULU-NATAL

(HEAD: KZN PUBLIC WORKS)

Represented herein by

Ms. X.C.E Ntanzi in her capacity as Acting Chief Director: Immovable Asset Management: KZN Public Works or

Duly authorized representative

(Hereinafter referred to as the LESSEE)

INITIALS

LESSOR LESSEE

.....X.....

.....X.....

…….....X…….....

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INITIALS

LESSOR LESSEE

….....X….....

….....X….....

….....X…….....……....

i. 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 Social 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…….....……....

ii. 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 (----------m² assignable plus _____m² non-assignable)** including _____**Undercover bays,** ____ **Open bays and** _____**bays for persons with disabilities; described as (erf No)……..** situated at _____.

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

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

iii. PERIOD OF LEASE

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

3.2 Period of lease: 5 years with the Department with an option to extend for further 4 years and 11 months , with no escalation during the extended period.

3.3 If there is an Option, this draft lease must include the option clause

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 Lessee shall pay all valid and undisputed rentals due and payable within sixty (60) days of receipt of valid tax invoice from the lessor and all supporting documentation required for processing payment..

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.....

.....X.....

.....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.

iv. PARKING

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

Type of bays	No. of bays	Rate/bay/mth	Rate/mth
Undercover			
Open			
Disabled Parkings			
Total Number of bays		**Total Cost/mth**	

INITIALS

LESSOR LESSEE

.....X.....

.....X.....

…….....X…….....

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

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

v. 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.

vi. RECONFIGURATION OF THE PREMISES

7.1 The Lessor, at his/her sole cost and expense, shall within _____ months from date of sign off on layout plans, shall 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 The Lessor must ensure that the final design plans are submitted for sign off to the Department of Public Works and Infrastructure for approval within 4 weeks off all inputs being finalized.

7.3 Should the Lessor not comply with the provisions of 7.1 timeously, the Lessee shall enforce the penalty clause in line with the provisions of this lease which will be deducted from the rentals due to the Lessor.

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 **1**% 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 Social Development** must be undertaken by the Lessor. The cost of this additional work will be borne by the User Department subject to approval by DPWI Accounting Officer.

INITIALS

LESSOR LESSEE

.....X.....

.....X.....

…….....X…….....

9.2 The Lessor is compelled to provide the Department of Public Works with three (3) written quotations for consideration by the Department of Public Works within 21 days of the request made by the Lessee. The Department of Public Works will consider the cheapest quotation and the work must commence within two (2) working days (is this reasonable, lets discuss with Regions) after the Lessor is given the acceptance of the quote by the Department of Public Works to go ahead with the work. That letter will be signed off by the Regional Director.

9.3 Failure to comply with these timelines set out in clause 9.2 will result in the Department invoking penalties as per clause 8.

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.

10. USE OF PREMISES

10.1 The **Department of Social Development** 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.

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. **The Lessor must submit the letter of appointment of the full time employee and proof of registration with the Department of Labor with the first rental invoice to the Department of Public Works and Infrastructure. Failure to comply with this will invoke the penalties clause.**

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 ;

12.3 Conduct which is inappropriate or undesirable in or on premises under control of the LESSEE, the LESSOR shall have the right to call upon the LESSEE, in writing, to desist immediately, failing which such failure shall constitute a breach of this agreement and the LESSOR, notwithstanding the provisions of Clause 20, shall be entitled to terminate the lease forthwith.

13. DOMESTIC SERVICE CHARGES

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.

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.

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

INITIALS

LESSOR LESSEE

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.....X.....

…….....X…….....

14. SUBLETTING OR CESSION OF LEASE

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

15. MAINTENANCE OF LEASED PREMISES

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

The air-conditioning and heating units

Water heating devices (including geysers)

Lighting installations, including ballasts of fluorescent fittings

Extractor fans

Lifts

Security access points

Electrical gates

Plumbing installation and maintenance

Alarm systems and

15.2.1 Any other electrical appliance or installation forming an integral part of the building and grounds, which shall include maintaining all Fire Fighting Equipment and Portable Fire Extinguishers. The LESSEE shall notify the LESSOR of any structural defects in the leased premises as soon as the defects are discovered and the LESSOR shall be obliged to have such defects repaired, such repair to be finalized within (60) sixty days of the receipt of the notice or a period as required and agreed to between the Lessee and the Lessor based on the nature of the structural repairs. 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

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.....X.....

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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 affected 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

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.....X.....

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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

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.....X.....

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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 to 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.

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.

INITIALS

LESSOR LESSEE

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.....X.....

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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

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.

INITIALS

LESSOR LESSEE

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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
- Energy Compliance Certificate (this will change in line with documents provided by the bidder as building is not known yet)
- 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 to install and maintain a 100% back-up Generator or alternative source of energy to power the entire space offered.

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

29. WATER TANKS

29.1 0The 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

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.....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. I.e. Office of the Regional Director and Delegated representative from the Lessor.

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

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.....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.

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. _____

INITIALS

LESSOR LESSEE

.....X.....

.....X.....

….....X.…….....