

Bid No:JHB 23/01

CLOSING DATE:

01 JUNE 2023 @ 11:00

ADVERT DATE:

12 MAY 2023

Service: Procurement of a new office accommodation measuring 148.30m² with 08 secured parking bays in Johannesburg: Department of Cooperative Governance {Municipal Infrastructure Support Agent}: Lease for 5 years

DOCUMENT WILL BE SOLD AT A

NON-REFUNDABLE

DEPOSIT OF R100-00 CASH PER SET

Bidder's Obligations:

1. In terms of National Treasury Circular No.3 of 2015/2016 all Service Providers who intend to do business with Government are to register on (CSD) Central Supplier database, failure will result in disqualification.
2. The successful Tenderer must comply with Pre-qualification criteria for Preferential Procurement and the Tender is restricted to suppliers with B-BBEE Level 4 or above assessed in terms of Property Sector Codes.
3. All certificates are verified with issuing Institutions.
4. Submission of invalid certificates will result in instant disqualification.
5. Submission of fraudulent certificates will result in instant disqualification and reporting the supplier to National Treasury for imposition of restriction to do business with the State.

Enquiries:

Ms. Selloane Mokoena – (011) 713-6177

Or

Mr. Dan Magogodi – (011) 713-6157



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**TENDER INVITATION FOR THE LETTING OF
OFFICE ACCOMMODATION TO DEPARTMENT OF COOPERATIVE
GOVERNANCE {MUNICIPAL INFRASTRUCTURE SUPPORT AGENT}:
TENDER NUMBER: JHB 23/01**

Prospective Bidders are invited for the supply and letting of Office Accommodation and Parking to the Department of Public Works & Infrastructure, to be used by the Department of Cooperative Governance {MISA} comprising of 148.30m² Offices with 08 secure parking bays. The expected lease period is five (5) years.

The building should be located in Parktown, Braamfontein, 100m radius from Gandhi Square, 100m radius from FNB in the Johannesburg CBD. The tender shall remain valid for sixty (60) days from the closing date.

The existing premises must be in accordance with the Government standard specifications, the copy of which will be available with the tender documents. The Certificate of Electrical Wiring, Fire Fighting Regulations, Accessibility Regulation, Municipal by-laws, Certificate of Compliance with the Occupational Health and Safety Acts (OHSA) must be submitted. **All Bidders must comply with the attached centralised supplier database directive from National Treasury.**

The successful tenderer will be expected to submit the portfolio of the building accompanied by photographs, for record purposes to the Department of Public Works & Infrastructure. The installations to the building to conform to Department of Cooperative Governance {MISA} standard and norms as prescribed by the tenant and costs must be borne by the Bidder.

It is a condition of the bid that no bid submitted by brokers or agents will be considered unless accompanied by a "Mandate" signed by the owner of the property and containing the owner's details. No exceptions will be entertained in this regard. **NB: Comprehensive information entailing bid requirements is contained in the attached tender document.**

The relevant documents, which are subject to payment of **R 100.00** (One hundred Rands), can be collected from the Department of Public Works & Infrastructure, Procurement Section, Ground floor at the offices of the Gauteng Regional Manager at Mineralia building no 78, Corner de Korte & de Beer Street, Braamfontein 2017

Tenders close at 11:00 a.m on: 01 June 2023

Enquiries can be directed Ms. Selloane Mokoena @ Tel (011) 713 6177

Mr. M L Nelwamondo: _____

Head: Leasing

Date: 08/05/2023

Ref No: JHB 23/01

PA-09 (LS): LIST OF RETURNABLE DOCUMENTS

Property description:	<i>Procurement of a new office accommodation measuring 148.30m² with 08 secured parking bays in Johannesburg: Department of Cooperative Governance (Municipal Infrastructure Support Agent): Lease for 5 years</i>		
Property Manager:	Ms. Selloane Mokoena	Bid / Quote no:	JHB 23/01
Receipt Number:			

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	Number of Pages:	Returnable document:
PA - 32 INVITATION TO BID	02 Pages	☒
PA - 09 (LS): LIST OF RETURNABLE DOCUMENTS	02 Pages	☒
PA - 04: NOTICE AND INVITATION TO BID	07 Pages	☒
DPW - 08.1 (LS): BID OFFER OFFICE ACCOMMODATION	03 Pages	☒
PA - 10 (LS): IMPORTANT CONDITIONS OF BID	01 Pages	☒
PA - 11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	03 Pages	☒
DPW - 11.1 (LS): SPECIFICATION OF MINIMUM REQUIREMENTS - OFFICE ACCOMMODATION	03 Pages	☒
DPW - 12 (LS): COMPLIANCE WITH ALL THE ACTS, REGULATIONS & BY-LAWS GOVERNING THE BUILT ENVIRONMENT CERTIFICATE	01 Pages	☒
PA - 15.1: RESOLUTION OF BOARD OF DIRECTORS	02 Pages	☒
PA - 15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSOTIA OR JOINT VENTURES	02 Pages	☒
PA - 15.3: SPECIAL RESOLUTION OF CONSOTIA OR JOINT VENTURES	03 Pages	☒
PA - 16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	10 Pages	☒
PA - 29: CERTIFICATE OF INDEPENDENT BID DETERMINATION	04 Pages	☒
DPW - 06 (LS): STANDARD LEASE AGREEMENT (Example of lease to be signed by the successful Bidder after award)	31 Pages	☒
DECLARATION FOR GENERATOR INTSALLATION	01 Pages	☒
PA - 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT	02 Pages	☒
DECLARATION FOR SECURITY SCREENING	01 Pages	☒
SUBMISSION OF CENTRALISED SUPPLIER DATABASE AND SECURITY REGISTRATION	Pages	☒
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐



Name of Bidder	Signature	Date

PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER: **JHB 23/01** CLOSING DATE: **01 JUNE 2023** CLOSING TIME: **11:00**

DESCRIPTION: **Procurement of a new office accommodation measuring 148.30m² with 08 secured parking bays in Johannesburg: Department of Cooperative Governance {Municipal Infrastructure Support Agent}: Lease for 5 years;**

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).

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

Mineralia Building

78 De Korte str- Braamfontein

OR POSTED TO:

Private Bag X3

Braamfontien -2017

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

TCS PIN: OR CSD No:

SIGNATURE OF BIDDER DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)

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 ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer**.
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

PA-04 (LS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR PROVISION OF:

Property description:	<i>Procurement of a new office accommodation measuring 148.30m² with 08 secured parking bays in Johannesburg: Department of Cooperative Governance (Municipal Infrastructure Support Agent): Lease for 5 years.</i>
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Bid no:	JHB 23/ 01		
Advertising date:	12 May 2023	Closing date:	01 June 2023
Closing time:	11:00	Validity period:	21 days

2. RESPONSIVENESS CRITERIA

4.1 Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	Submission of PA-32: Invitation to Bid.
4	☐	Registration on National Treasury's Central Supplier Database.
5	☒	The (DPWI-08 (LS)): Bid offer must be clearly completed by the bidder, with clear specification of the financial offer in terms of rental and tenant installation allowance offered by the bidder. The offer should be submitted as per the bid questionnaire which forms part of the bid documents.
6	☒	The building must be within the geographic boundaries specified in the bid documents.
7	☒	Use of correction fluid is prohibited.
8	☐	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
9	☒	An agent may bid on behalf of the owner of the Property but the responsiveness of the bid only measured on the owner/real owner of the property. No responsive points or functionality points will be given to the owner unless he/she is buying a property. A copy of the mandate from the owner must be submitted with the bid documents or in case of prospective buyer the signed purchased agreement with a Title deed of the owner must be submitted. Title deed will be required if the tenderer owns the building
10	☒	<i>Declaration to install a standby generator (if the bidder does not have one in the building)</i>
11	☒	<i>Submission of a grading certificate of the building verified by the professional bodies</i>
12	☒	<i>Space offered should not be less than 148.30m² for the office spaces</i>

4.2 Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
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2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	Submission of (PA-09 (LS): List of Returnable Documents
4	☒	Submission of (PA-11): Bidder's disclosure.
5	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
6	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
7	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
8	☐	
9	☐	

Method to be used to calculate points for specific goals

<u>For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.</u>				
☐	Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
	1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
	3.	An EME or QSE which is at least 51% owned by women	4	ID Copy or CSD Report or CIPC (Company Registrations)
	4.	An EME or QSE which is at least 51% owned by people with disability (Mandatory)	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDSA) or CIPC (Company Registration) or CSD Report
	5.	An EME or QSE which is at	2	ID Copy

Notice and Invitation to Bid: PA-04 (LS)

	least 51% owned by youth (Mandatory)		or CSD Report Or CIPC	
<u>For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.</u>				
☒	Serial No	Specific Goals	Preference Points Allocated out of 20	
	Documentation to be submitted by bidders to validate their claim			
	1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
	3.	An EME or QSE which is at least 51% owned by women	4	ID Copy or CSD Report or CIPC (Company Registrations)
	4.	An EME or QSE which is at least 51% owned by people with disability (Mandatory)	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) or CIPC (Company Registration) or CSD Report
	5.	An EME or QSE which is at least 51% owned by youth (Mandatory)	2	ID Copy or CSD Report Or CIPC
<u>For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.</u>				

Notice and Invitation to Bid: PA-04 (LS)

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	4	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	2	ID Copy or CSD Report or CIPC (Company Registrations)
4.	An EME or QSE which is at least 51% owned by people with disability (Mandatory)	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) or CIPC (Company Registration) or CSD Report
5.	An EME or QSE which is at least 51% owned by youth (Mandatory)		ID Copy or CSD Report Or CIPC
OR NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both)			

Indicate which preference points scoring system is applicable for this bid:

☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ Either 80/20 or 90/10 Preference points scoring system
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Functionality criteria:	Weighting factor:
LOCATION: (Johannesburg) * Property to be in Parktown = 5 * Property to be in Braamfontein = 4 * Property to be within 100m from Gandhi Square = 3 * Property to be within 100m from FNB in the CBD = 2 * Property outside the specified area and distance = 0 =	30
CLIENT NEEDS (SUITABILITY): * Dedicated building with secured parking facilities on site and accessible by persons with disability = 5 * Own floor with secured parking facilities on site, multi tenant and accessible by persons with disability = 4 * Own wing with secured parking facilities on site, multi tenant and accessible by persons with disability = 3 * None of the above = 0	30
MAINTENANCE: * Grade A + office with certificates from accredited professionals confirming the grade = 5 * Grade A office with certificates from accredited professionals confirming the grade = 4 * Grade B office with certificates from accredited professionals confirming the grade = 3 * Grade C office with certificates from accredited professionals confirming the grade = 1 * None of the above = 0	30
ACCESSIBILITY: (Property to be close to major routes, within 3km radius): * Buses and trains = 5 * One of the above = 4 * None of the above = 0	10
Total	100 Points

1. COLLECTION OF BID DOCUMENTS:

- ☒ Bid documents may be collected during working hours at the following address **Mineralia Building 78 De Korte Street Braamfontein 2017.**
- ☒ A non-refundable bid deposit of R **100t** is payable, (Cash only) is required on collection of the bid documents.
- ☒ A **non-compulsory** pre bid meeting with representatives of the Department of Public Works will take place at **N/A** on starting at **N/A**. Venue **N/A**. (if applicable)

2. ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

Contact person:	Ms. Selloane Mokoena	Telephone no:	0117136177
Cell no:	0724313303	Fax no:	
E-mail:	selloane.mokoena@dpw.gov.za		

3. DEPOSIT / RETURN OF BID DOCUMENTS:

3. DEPOSIT / RETURN OF BID DOCUMENTS:

- 3.1. Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.
- 3.2. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.
- 3.3. All tenders must be submitted on the official forms – (not to be re-typed).

BID DOCUMENTS MAY BE POSTED TO: THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 3 Braamfontein 2017 ATTENTION: PROCUREMENT SECTION: ROOM <i>Ground Floor</i> <i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i>	OR	DEPOSITED IN THE TENDER BOX AT: <i>Mineralia Building</i> <i>78 De Korte Street</i> <i>Braamfontein</i> <i>2017</i>
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4. COMPILED BY:

Selloane Mokoena		12 May 2023
Name of Property Manager	Signature	Date

DPW – 08.1 (LS): BID OFFER – OFFICE ACCOMMODATION

Bid no:	JHB 23/01	Closing date:	01 June 2023
Advertising date:	12 May 2023	Validity period:	21 days

1. ACCOMMODATION PARTICULARS

Name of building	
Address of building	
Market Value of building	
Municipal valuation of building	
Gross floor area of accommodation	m ²
Date accommodation may be occupied	
Commencement date of lease	
Lease period	
Option period	
Value Added Tax Number	

2. RENTALS (OFFICES, STORES AND PARKING)

	Offices	Stores	Parking
Lettable Area	m ²	m ²	
Parking bays			
Rental per month	R		R
VAT per month	R		R
Total per month	R		R
Tariffs	R /m ²	R /m ²	R each
VAT	R /m ²	R /m ²	R each
Total (1)	R /m ²	R /m ²	R each
Escalation Rate	%	%	%
Operating Costs (Provide details on what costs entail)	R /m ²	R /m ²	
VAT	R /m ²	R /m ²	
Total (2)	R /m ²	R /m ²	
Escalation Rate	%		
Total (1 + 2)	R /m ²	R /m ²	R each
Alteration Cost for Lessor:	R	R	

3. RESPONSIBILITIES

Note: The state is not prepared to accept responsibility for services or costs involved as per grey areas.
 (Indicate where applicable)

3.1. Services	State	Lessor	Estimated cost per month
3.1.1. Water consumption			
3.1.2. Electricity consumption			
3.1.3. Sanitary services			
3.1.4. Refuse removal			
3.1.5. Domestic cleaning service			
3.1.6. Consumable Supplies			

3.2. Maintenance	State	Lessor	Estimated cost per month
3.2.1. Internal maintenance			
3.2.2. External			
3.2.3. Garden (If applicable)			
3.2.4. Air conditioning			
3.2.5. Lifts			
3.2.6. Floor covering: normal wear			

3.3. Rates and Insurance	State	Lessor	Estimated cost per month
3.3.1. Municipal rates & Increases			
3.3.2. Insurance & Increases			
3.3.3. SASRIA insurance + Increase			

3.4. Other Responsibilities	State	Lessor	Estimated cost per month
3.4.1. Contract costs			
3.4.2. Stamp duty			
3.4.3. Fire fighting equipment			
3.4.4. Cost of alterations			

Note: State is not prepared to accept responsibility for costs involved within grey coloured columns

Does the building comply with the National Building Regulations?	☐ Yes	☐ No
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4. NATIONAL BUILDING REGULATIONS:

Electricity Compliance Certificate	☐ Yes	☐ No
Fire Regulation	☐ Yes	☐ No
Accessibility Regulation	☐ Yes	☐ No
Health and Safety Regulation	☐ Yes	☐ No

5. PARTICULARS FOR PAYMENT OF RENTAL:

Person/Organisation to whom cheque must be issued	
Postal address	
Telephone no.	
Cell. No.	
e-mail address	

6. INCOME TAX REFERENCE NUMBER:

INCOME TAX REFERENCE NUMBER (in terms of Section 69 of the Income Tax Act, 1962 (Act 58 of 1962) as amended)	
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Name of owner / Duly authorised representative	Signature	Date

PA-10 (LS): IMPORTANT CONDITIONS OF BID

Bid no:	JHB 23/01	Closing date:	01 June 2023
Advertising date:	12 May 2023	Validity period:	21 days

- Bids that are not accompanied by written proof that the bidder is authorised to offer the accommodation for leasing will not be considered.
- The only or lowest offer will not necessarily be accepted.
- The Department of Public Works is the sole adjudicator of the suitability of the accommodation for the purpose for which it is required. The Department's decision in this regard will be final.
- The Department of Public Works will in no way be responsible for or committed to negotiations that a user department may or might have conducted with a lessor or owner of a building.
- It is a requirement that the accommodation offered, including all equipment and installations, must comply with the National Building Regulations and the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended. **A certificate to this effect must be issued.**
- Drawings/ Architect's plans of the accommodation offered must be submitted. **In this regard it is a prerequisite that bidders should do a preliminary planning on the floor plans in accordance with the norm document.**
- Lettable areas have to be determined in accordance with the **SAPOA** method for measuring floor areas in office buildings. The offer may not be considered if a certificate by an architect, certifying the area is not submitted.
- The commencement date from which rental will be payable or the lease shall begin is subject to the approval of the Department of Public Works.
- The lease agreement and payment of rental will commence from the date of occupancy. Rental will be adjusted on a yearly basis thereafter in accordance with an agreed upon escalation rate starting at the beginning of the second year.
- No bids sent by facsimile will be accepted.
- Bidders are welcome to be present at the opening of bids.
- This annexure is part of the bid documentation and must be signed by the bidder and attached.
- The bid forms must not be retyped or redrafted but photocopies may be used. Additional offers may be made but only on photocopies of the original documents or on other forms requisitioned. Additional offers are regarded as separate bids and must be treated as such by the bidder. The inclusion of various offers as part of a single submission in one envelope is not allowed. Additional offers must be submitted under separate cover.
- The successful bidder will be responsible for the cost of alterations necessary to adapt the offered accommodation to the specific needs of the user department in accordance with the norm document and/or specified and minimum requirements.
- Appended herewith is an example of a **(PA-07): Application for Tax Clearance Certificate** of which an original signed and stamped certificate should be obtained from the SA Revenue Services and submitted together with the completed bid document.
- Failure to comply with the above-mentioned conditions may invalidate a bid.

BIDDER'S SIGNATURE:

Name of Bidder	Signature	Capacity	Date

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

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

Full Name	Identity Number	Name of State institution

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

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.

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



- 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 No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

DPW-11.1 (LS): SPECIFICATION ON MINIMUM REQUIREMENTS – OFFICE ACCOMMODATION

SPECIFICATION FOR MINIMUM REQUIREMENTS AND FINISHES TO WHICH THE BUILDING MUST COMPLY

1. GENERAL:

- (a) This specification forms part of the written offer of the bidder and must be initialled and submitted with all other documents.
- (b) Any requirements laid down in this specification shall be considered as supplementary to those set out in the written offer of the bidder and on the drawings. The fact that the Department checked the documentation and its acceptance thereof does not exempt the bidder from his responsibilities with regard to the fulfilment of the requirements of this specification.

2. CONSTRUCTION AND APPEARANCE OF BUILDING:

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

3. SECURITY:

The following security measures shall be complied with:

- (a) All entrances to the building, which shall be limited to the minimum, must afford entry through one or more access control points.
- (b) External walls of all floors, up to at least 1 metre above floor level, shall be of a heavyweight structure such as 220mm thick brick or 190mm thick concrete.

4. RECORD ROOMS:

- (a) Record rooms shall be rooms with category 1 record room doors which can be opened from both sides and which comply with SABS Specification 949. Record room walls shall be of masonry of not less than 220mm thick or of concrete of not less than 150mm thick or of such structure approved by the Department of Public Works.
- (b) Record rooms may have no external windows and all ventilation openings in the walls shall be fitted with fire dampers approved by the Fire Prevention Officer of the Department of Public Works.
- (c) All keys shall be handed over to the Department of Public Works.

5. ROOM AREAS AND PARTITIONS:

Partition walls shall be used to divide the total floor area of the building into office and other areas required. The walls shall have a noise reduction factor of not less than 45 dB within a range of 100 to 1000 hertz. The factor has a bearing on complete wall sections including glass and doors if any.

6. PASSAGE WIDTH:

As a general standard an average passage width with a minimum of 1.5m over short distances shall be provided. Where certain functions within the building necessitate wider passages those specific areas will be identified and the passage width specified as part of the accommodation particulars.

7. FLOOR TO CEILING HEIGHTS:

A clear floor to ceiling height of as close as possible to 2.7m throughout shall be maintained in all general areas of the building. Where a certain function inside a building necessitates a higher floor to ceiling height, the specific areas will be identified and the height specified as part of the accommodation particulars. Conduits, water pipes, air ducts and other services shall not be visible underneath the ceiling in offices and public areas.

8. DOORS, LOCKS AND KEYS:

All offices shall be provided with a door of at least 900mm and each fitted with a good quality five pin cylinder lock with two keys fitting one lock only and which shall be handed over to the Departmental Representative upon occupation of the building. Two master keys, which can unlock the locks of all offices, shall also be provided.

9. FLOOR COVERING:

Floor covering must be of an acceptable standard and quality to last for at least 10 years.

10. POWER POINTS:

(a) Offices and other rooms where electrical appliances can be used shall be provided with 15 A socket outlets. In offices two socket outlets shall be provided for every 12m² or part thereof. The Department of Public Works shall indicate any additional socket outlets, which are required, in the accommodation particulars for individual services. The wiring and securing of electrical circuits shall be such that an electrical heater as well as computer equipment can be run from the socket outlets in each office.

(b) Electrical circuits for socket outlets shall be secured by means of single phase earth leakage relays having a sensitivity of 25 mA.

11. LIGHTING:

(a) Each office shall be provided with its own light switch in a suitable position near the door. Lighting conforming to the following standard must be provided:

• Reception areas	100 lux
• General offices	300 lux
• Drawing office	500 lux
• Passages	50 lux
• Auditoriums	100 lux
• Conference rooms	100 lux
• Classrooms	200 lux
• Libraries	300 – 400 lux
• Store rooms	200 lux
• Parking	50 lux

(b) The lighting levels all measured at working plane.

12. TELEPHONES:

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

(b) The user department itself will negotiate with Telkom as to the number of telephone lines that are to serve the building, but the owner of the building shall make provision for conduits, draw wires and telephone jacks.

13. TRUNKING:

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

14. FACILITIES FOR CLEANERS

On every floor of a multi-storey building or for every 1 350m² gross floor area a cleaner's room of not less than 6m² shall be provided as a storeroom for cleaning equipment and material. It shall be provided with a drip sink, 4m long shelves and sufficient cross ventilation, preferably by means of an outside window and shall comply with the requirements of the Hazardous Chemicals Act regarding storage of chemicals.

15. TOILET FACILITIES:

The following norms shall be applied:

15.1. Males – staff and public

One WC for every 15 persons to a total of 60 and thereafter one for every 20 additional persons or part thereof. One urinal for every 15 persons to a total of 30 and thereafter 1 for every 30 additional persons or part thereof. One wash hand basin for every two WC's.

15.2. Females – staff and public

One WC (Water Closet) for every 10 persons to a total of 60 and thereafter one for every 20 additional persons or part thereof. One wash hand basin for every two WC's.

15.3. Physically challenged persons

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

16. MATERIAL AND FINISHES:

- (a) All walls and ceilings, whether painted or finished otherwise, shall be of a neutral colour.
- (b) Walls of tea kitchens, stairs, entrance halls and toilets shall be washable and hardwearing and acceptable to the Department of Public Works.

17. INSPECTION:

The Department of Public Works considers it a condition of contract that in consultation with the lessor and with reasonable frequency during the process of refurbishment its inspector shall be given access to the building that he wishes to see. The inspector's approval of any part of the building does not exempt the owner from complying with any of these minimum standard requirements. A deviation from the minimum requirements may only be allowed with written permission from the Department of Public Works.

DPW-12 (LS): COMPLIANCE WITH ALL THE ACTS, REGULATIONS AND BY- LAWS GOVERNING THE BUILT ENVIRONMENT CERTIFICATE

Bid no:	JHB 23/01	Closing date:	01 June 2023
Advertising date:	12 May 2023	Validity period:	21 Days

COMPLIANCE WITH ALL THE ACTS, REGULATIONS AND BY- LAWS GOVERNING THE BUILT ENVIRONMENT

I, _____ duly authorised to represent
 _____ (the bidders name) acknowledge that I as
 _____ shall ensure that _____ (description of
 the property in question) complies in every respect with the requirements of the following Acts, Regulations
 and By - Laws:

- (i) Occupational Health and Safety Act, 1993. (Act 85 of 1993)
- (ii) The National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977)
- (iii) The Municipal by-laws and any special requirements of the local supply authority.
- (iv) The local fire regulations, to guarantee/ensure the health and safety of all State employees occupying this/these premises and the public visiting the premises for business or other purposes.

I furthermore agree to advise the Department of Public Works immediately in writing of any reason I am unable to perform in terms of this agreement and to apply the necessary corrective measures.

Name owner / authorised representative	Signature	Date

1. WITNESS:

Name of witness	Signature	Date

2. WITNESS:

Name of witness	Signature	Date

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

(Project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

- *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ *(code)*

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

- * Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

- B. *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position in the Enterprise)
and who will sign as follows: _____
be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.
- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

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



PA-16: 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

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 Preference Points System to be applied

(Tick whichever is applicable).

- ☒ The applicable preference point system for this tender is the **80/20** preference point system.
- ☐ The applicable preference point system for this tender is the **90/10** preference point system.
- ☐ Either the **90/10 or 80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	☒ 80/20	☐ 90/10
PRICE	80	
SPECIFIC GOALS	20	
Total points for Price and Specific Goals	100	

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For Procurement transactions with rand value greater than R2 000.00 and up to R1 Million (Inclusive of all applicable taxes), the specific goals as listed in table 1 below are applicable.

All Acquisitions

Table 1

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by black people	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	4	ID Copy Or CSD Report Or CIPC (company registration)

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
4.	An EME or QSE which is at least 51% owned by people with disability	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE which is at least 51% owned by youth .	2	ID Copy Or CSD Report Or CIPC (company registration)

1.5.2 For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 2 below are applicable:

All Acquisitions

Table 2

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			Or CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women	4	ID Copy Or CSD Report Or CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with disability	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPDASA)
5.	An EME or QSE or any entity which is at least 51% owned by youth .	2	ID Copy Or CSD Report Or CIPC (company registration)

1.5.3 For procurement transactions with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 3 below are applicable

All Acquisitions

Table 3

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	4	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women	2	ID Copy Or CSD Report Or CIPC (company registration)
4. ☐	An EME or QSE or any entity which is at least 51% owned by people with disability	2	Medical Certificate Or

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

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
5. ☐	OR An EME or QSE or any entity which is at least 51% owned by youth. (only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)		South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) ID Copy Or CSD Report Or CIPC (company registration)

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

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 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

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

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	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE or any entity which is at least 51% owned by women	2	4		

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
4. An EME or QSE or any entity which is at least 51% owned by people with disability or	2	2		
5. An EME or QSE or any entity which is at least 51% owned by youth . (only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)		2		

Note: *in respect of the 90/10 point system a selection of either disability or youth may be made with an allocation of 2 points for either of them.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	Procurement of a new office accommodation measuring 148.30m ² with 08 secured parking bays in Johannesburg: Department of Cooperative Governance (Municipal Infrastructure Support Agent): Lease for 5 years		
Bid no:	JHB 23/01	Reference no:	

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No

89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public

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

sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Name of Bidder	Signature	Date	Position



DPW

**STANDARD LEASE
FOR OFFICE AND FUNCTIONAL ACCOMMODATION**



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

STANDARD LEASE FOR OFFICE AND FUNCTIONAL ACCOMMODATION

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LEASE

1 PARTIES

The parties to this agreement are:

the lessor specified in item 1.1 of Schedule A;

AND

The Government of the Republic of South Africa, represented by the Director-General of the Department of Public Works or his/ her delegate duly authorised, hereinafter referred to as the lessee.

2 DEFINITIONS AND INTERPRETATION

2.1 In this agreement, unless the context indicates otherwise, the following words have the meaning assigned to them hereunder:

"adjustment date" - the date referred to in item 8 on Schedule A on which the escalation rate comes into effect;

"the/this agreement" - means the agreement set out in this document together with Schedule A, Schedule B, Schedule C, Schedule D thereto and any other schedules annexed thereto;

"building" - the entire structure known by the name as set out in item 2.2 of Schedule A and situated on the property set out in item 2.4 of Schedule A;

"CPA" - means the Consumer Protection Act, 68 of 2008 and the regulations published thereunder and all amendments thereof, together with all regulations thereunder from time to time;

"commencement date" - the date stipulated in item 7 on Schedule A on which the lease commences;

"commencement rental" - the rental payable at the commencement of the lease as is stipulated in Schedule B;

"day" - means any day other than a Saturday, Sunday or official public holiday in South Africa;

"escalation rate" - the percentage mentioned in item 9 on Schedule B, which adjusts the rental on every adjustment date;

"expenses" - those disbursements in respect of the premises which are occasioned by the ownership or the operation thereof, including but not limited to, assessment rates, municipal levies, air-conditioning maintenance, lift maintenance and insurance premiums;

"GCC" the General Conditions of Contract, as amended from time to time, issued by the National Treasury of the Government of the Republic of South Africa for purposes of goods and services procurement;

"initial lease period" - means the initial period of the lease, as set out in item 3 of Schedule A hereto;

"lessee" - the Government of the Republic of South Africa, herein represented by the Director-General of the Department of Public Works or duly authorised delegate acting on behalf of any government department or entity as the occupant;

"lessor" - the owner of the premises (or a sub lessor who warrants his authority to enter into this agreement with the lessee and attaches such authorisation hereto) who, if she/he does not sign personally, is herein represented by the person mentioned in item 1.1.4 of Schedule A who by his/her signature hereto warrants that she/he is authorised to sign this agreement on behalf of the lessor;

"exit maintenance" - everything which is required to be done in order for the lessee to return the premises to the lessor, on termination or expiry of this agreement, in the condition they were in at the commencement date, fair wear and tear excepted;

"occupant" – the body defined in item 1.2 of Schedule A, being the body which will physically occupy the premises for the duration of the agreement of the lease;

"party / parties" - the lessee, the occupant and the lessor or any of them as determined by the context;

"premises" - the building and/or the structure and/or the land, or portions thereof, as set out in item 2.1 of Schedule A and a plan of which is attached as Schedule D, which form the subject of this agreement;

"renewal period" - the period mentioned in item 4 of Schedule A for which this agreement can be extended by the lessee and the lessor;

"repairs" - everything which is required to be done in order to achieve the same goal as that envisaged in the definition of "maintenance", but which requires more labour and more expense than maintenance, such as the replacement of cables, taps, locks, floor tiles, geysers and the like. The parties are agreed that normal wear and tear can through time require repairs;

"SCC" the Special Conditions of Contract, as included in the bid document for the leasing of the premises in question;

"secondary lease period" - the period mentioned in item 4 of Schedule A, for which this agreement may be extended by the lessor or the lessee from the date on which the initial lease period expires;

"signature date" - the date of signature of this agreement by the party which signs last in time;

"termination date" - the date stipulated in item 10 of Schedule A on which the lease terminate, unless extended for the secondary lease period, as more fully detailed in clause 4 hereof;

"VAT" - Value-Added Tax in terms of the VAT Act; and

"VAT Act" - the Value-Added Tax Act No. 89 of 1991, as amended.

- 2.2 The clause headings of this agreement have been inserted for reference purposes only and shall not be taken into account in its interpretation. Unless the context indicates otherwise, words importing the singular shall include the plural, words importing persons shall include bodies corporate, and, in each instance, also the opposite thereof.



- 2.3 If a provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive provision in the body of the agreement, notwithstanding that it is in the definitions clause.
- 2.4 Any reference to an enactment, regulation, rule or by-law is to that enactment, regulation, rule or by-law as at the signature date, and as amended or replaced from time to time.
- 2.5 Where any number of days is prescribed, such number shall exclude the first and include the last day, unless the last day falls on a Saturday, Sunday or public holiday in South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.6 The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording succeeding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s.
- 2.7 The expiration or termination of this agreement shall not affect those provisions of this agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding the fact that the clauses themselves do not expressly provide this.
- 2.8 In its interpretation, the *contra proferentem* rule of construction shall not apply (this agreement being the product of negotiations between the parties) nor shall this agreement be construed in favour of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this agreement.
- 2.9 The provisions of this agreement shall be subject to the provisions of the SCC and GCC, to the extent that such conditions are applicable to this agreement.
- 2.10 In the event of a conflict between a provision in this agreement and any provision of the GCC, the provisions in the SCC and this agreement shall prevail.

3 THE LEASE

The lessor hereby leases the premises to the lessee who hires the premises on the terms and conditions set out in this agreement, for the occupation of the occupant, it being specifically recorded and notwithstanding anything to the contrary contained in this agreement, that the only persons who are mandated to negotiate, enter into, amend or otherwise agree the terms and conditions of this agreement are lessor and lessee; provided that any terms and conditions which are specifically exercisable by the occupant in terms of this agreement, shall be so exercisable despite this clause 3.

4 DURATION AND RENEWAL

- 4.1 This agreement shall commence on the commencement date and shall endure for the period as specified in item 3 of Schedule A as the initial lease period.
- 4.2 Upon the expiry of the initial lease period, the lessee shall have the option of renewing this agreement for an additional period as specified in item 4 of Schedule A as the secondary lease period upon the terms and conditions contained in this agreement provided that in respect of rental payable from the date on which the secondary lease period commences ("the renewal date"), the parties will agree on a market related rental for the premises; provided that such rental will be based on an escalation rate which is not higher than the increased rate of the last period of the agreement.

- 4.3 The lessee shall give written notice to the lessor of its intention to exercise the option to renew this agreement (referred to in clause 4.2 above) by no later than 3 months prior to the expiry of the initial lease period. Should the lessee fail to so exercise the option, this agreement shall continue on a month to month basis until such time as either of the parties gives the other a written notice terminating this agreement, in which event, this agreement shall terminate at the end of the month following the month in which the notice was given.
- 4.4 On the expiry of the first period and upon receipt of a written notice from the lessee in terms of clause 3 above, the terms of the contract shall remain for the duration of the extension exercised by the lessee unless otherwise agreed to in writing.
- 4.5 On expiry of the secondary lease period, the lease shall automatically terminate unless the parties agree in writing to a further extension of this agreement.
- 4.6 Should the lessee wish to extend this agreement for a further period after the secondary lease period, the lessee shall give the lessor written notice of its intention to extend this agreement by a further period by no later than 6 months prior to the expiry of the secondary lease period. Should the lessor be agreeable to such an extension, the parties will then enter negotiations to agree on the further period of extension and a market related rental for the premises.
- 4.7 The terms and conditions of lease during the secondary lease period and any further lease period as referred to in 4.5 shall be those contained in this agreement.
- 4.8 All extensions to the lease period in this agreement, and any changes to the terms and conditions of lease during such extended period, shall be concluded in writing and signed by the parties prior to the termination date or expiry of any extended period, as the case may be.

5 THE RENTAL

- 5.1 During the initial rental period, with effect from the commencement date, the monthly rental payable by the lessee to the lessor shall be as specified in Schedule B.
- 5.2 The lease commences with the commencement rental. Thereafter the rental shall escalate each year, on each anniversary date of the lease, in accordance with the compounded escalation rate as set out in item 9 on Schedule A.
- 5.3 The rental shall be paid by the lessee to the lessor, monthly in advance on or before the 7th (seventh) day of each and every month.
- 5.4 All payments made by the lessee to the lessor in terms of this agreement, shall be effected by electronic payment directly into the lessor's nominated bank account..
- 5.5 The parties agree that all rentals payable in terms of this agreement shall include value-added tax where such tax is payable. The lessor shall specify such tax for record and tax purposes separately from the basic rental.
- 5.6 The lessee undertakes to pay all VAT, at the standard rate applicable from time to time, leviable on any amounts payable by the lessee in terms of this agreement.
- 5.7 The lessor shall be liable to pay all rates, taxes, other regulatory amounts and levies in respect of the premises to the relevant authority as well as any expenses and increases.

6 USE OF THE PREMISES

- 6.1 The lessee records that she/he will use the premises for the purpose specified in item 5 of Schedule A and for any legitimate Government purpose: provided that the lessee shall give the lessor not less than (3) three months' notice of such intent.
- 6.2 The lessor hereby warrants and undertakes that the premises are fit for use for the purpose set out in item 5 of Schedule A.



- 6.3 The lessor shall be obliged to obtain such consents and authorisations (excluding trade and other licences) as may be required by competent authorities or title conditions to enable the lessee to use the premises for the purpose referred to in 6.1.
- 6.4 The lessor hereby warrants that all permits, licences and/or consents in respect of the conduct of the business at the premises have been granted and/or renewed.

7 OCCUPATION OF THE PREMISES

The lessee warrants the lessee's right to free and undisturbed possession of the premises from the commencement date until termination of this agreement, subject thereto that any delay in taking possession due to avoidable actions or omissions of the lessee, shall not be regarded as a delay on the part of the lessor. The date of occupation shall be the date on which the lessee occupies the premises; which shall also be the date of commencement of the lease

8 CONDITION OF THE PREMISES AT THE COMMENCEMENT DATE AND AT THE TERMINATION DATE

- 8.1 Schedule C contains details of the installations required by the lessee, the party responsible for effecting those installations and the party who bears the costs in respect thereof. Schedule C also contains the obligations, if any, of the lessee in regard to the removal thereof on termination of this agreement. To the extent that any party does not make the installations listed opposite its name in Schedule C, either of the other parties may have such installations made at the reasonable cost thereof and the party which was responsible for such installation shall become liable for such reasonable amount; provided that where the lessor does not make such installation and the lessee or occupant makes such installation on its behalf, the lessee shall be entitled to reduce its rental payment due to the lessor until such time as it has recouped its cost in respect of making the installation on behalf of the lessor.



- 8.2 The lessee shall in writing (Certification of Occupation- schedule D) accept that the lessor has complied with terms of the agreement and that the building is ready and available and ready for use, inclusive of the date of occupation.
- 8.3 The lessee shall, within 30 days of occupation of the premises, furnish the lessor with three (3) dates and times, which dates must be within twenty-one (21) days of occupation, to convene a meeting to inspect the premises. The lessor shall accept a date, from those furnished, that is suitable to him. At such meeting the parties, including the occupant, shall jointly inspect the premises, so as to ascertain any damage or defect in the premises and the general condition of the premises and to record them in a list which all three parties shall sign.
- 8.4 The lessor shall within thirty (30) days of such inspection repair the defect(s). The lessee shall be entitled to rectify those defects at its own expense and to recover the costs thus incurred in accordance with procedure laid down in sub-clause 8.1 above
- 8.5 Should the lessor fail to comply with his obligations in respect of installations required by the lessee, if any, or fail to repair the damages or defect(s), the lessee shall notify the lessor of such failure and unless the lessor so complies within fourteen (14) days, save in emergencies, the lessee shall be entitled to rectify those matters at his own expense and to recover the costs thus incurred by means of direct deduction from monies due to the lessor.
- 8.6 The lessor shall furnish dates and times at least fourteen working (14) days prior to the expiry of the lease for the inspection of the premises after termination of the lease. Within 14 days after the expiry of this agreement, the lessor shall ensure that the following lists are compiled and delivered to the lessee:
- 8.6.1 A list of all the items where the parties agree that such items are damaged or defective and that the lessee is liable; and
- 8.6.2 A list of the items, which are damaged, or defective and which in the opinion of the lessor the lessee is liable for, whereas the lessee denies liability.

- 8.7 The items recorded in the list contemplated in clause 8.6.2 shall be replaced as per agreement between the parties. Should the parties fail to reach such an agreement within seven (7) days from the date of delivery of the lists to the lessee, the dispute may by agreement between the parties be referred to an independent professional who shall act as a mediator in an attempt to resolve the dispute.
- 8.8 The lessee shall be liable for a pro rata rental in the event the premises/ part of the premises is not available for use.

9 FIXTURES

The parties agree that for the purposes of the interpretation of this clause and of this agreement, fixtures shall refer to movable or immovable fittings installed by the lessee and required for its purposes, such as computer cables and telephone systems. The lessee shall be entitled, at its expense and with the written consent of the lessor, which consent shall not be unreasonably withheld (alternatively, as arranged in Schedule C), to install fixtures (which shall remain the property of the lessee) on the premises; provided that, after the termination of this agreement -

- 9.1 fixtures may be removed by the lessee on condition that the premises are restored to the condition in which they were before the installation of the fixtures, fair wear and tear excepted; or
- 9.2 the lessor may demand that fixtures which have not been thus removed, shall be removed by the lessee, in which event the same requirements regarding the restoration of the premises 9.1 above shall apply.

10 EXPENSES, MAINTENANCE AND REPAIRS

- 10.1 Subject to 10.3 below, the lessor shall be responsible for and pay all and any expenses in respect of the premises.

- 10.2 The lessor shall be responsible for contracting with the suppliers of utilities to the premises referred to in this clause 10.1 above and shall be directly responsible for payment of these charges and any connection fees and deposits in respect thereof.
- 10.3 The lessee shall be responsible for and will pay the cost of all electricity, water and/or gas consumed on the premises for the duration of this agreement. Electricity and water consumed shall be charged according to the relevant meter reading, provided that the consumption of water, electricity and gas in the premises shall be proved *prima facie* by reading of meters or sub-meters and recording same. The lessor shall be responsible for contracting with the suppliers of utilities to the premises referred to in this clause 0 and shall be directly responsible for payment of these charges and any connection fees and deposits in respect thereof.
- 10.4 Notwithstanding the provisions of 5.7, 10.1 and 11.1, the lessee shall be responsible for any increase in the rates and taxes payable by the lessor in respect of the premises after the commencement date.
- 10.5 In the event of the premises being a portion of a building and it consequently being necessary to determine the lessee's *pro rata* share in respect of maintenance or consumption of necessary services, the *pro rata* share of the lessee, for the purpose of this agreement, shall be determined by calculating the area of the premises as a fraction of the total area of the building.
- 10.6 Should the lessor fail to pay expenses or to undertake repairs, the lessee may remind the lessor in writing, and should the lessor still be in default 30 days after receipt of such reminder (or such longer period which the parties may have agreed upon) the lessee shall be entitled to demand specific performance or to pay such expenses or to undertake such repairs and to recover the amounts thus disbursed from the rental due to the lessor by set off or by legal action. A certificate by the lessee of such expenses shall be *prima facie* proof thereof.

11 OBLIGATIONS OF THE LESSOR

In addition to any other obligations contained in this agreement, the lessor shall be responsible:

- 11.1 For the payment of assessment rates and fixed municipal levies not referred to in 10.4 above, including all related increases;
- 11.2 For insuring the premises, including the buildings as provided for in clause 13 below;
- 11.3 For installation and maintenance of mechanical and fire services equipment, including fire detection equipment, fair wear and tear excepted, as further stipulated in clause 14 hereof;
- 11.4 For landscape maintenance of the premises;
- 11.5 To provide, at the lessor's expense, all electric, fluorescent, and incandescent light bulbs required on the property;
- 11.6 For the maintenance of, and for all repairs and replacements becoming necessary from time to time in or to, the roofs and outside walls of the buildings including the maintenance and repair of the structure of the buildings, and all systems, works and installations contained therein;
- 11.7 For maintaining in good order and condition the exterior, roof, gutters and down-pipes of the premises and shall make good any structural defects, other than damage caused by the lessee, (for which the lessee shall be liable, and in respect of which the provisions of this agreement shall apply);
- 11.8 For normal maintenance and repairs (including painting) of both the exterior and interior of the premises, including the cleaning of the exterior of the premises as well as windows, in a high rise building;
- 11.9 For the operation (including maintenance and repairs) of the air-conditioning system and the lifts during normal office hours or during such times as may be agreed upon;

- 11.10 For water and electricity consumption to the extent that these are not separately metered for the occupant;
- 11.11 For municipal rates (existing and future) levied on ownership (including rates increases);
- 11.12 For installation and maintenance of the fire extinguishing and fire detection equipment as stipulated in clause 13; and
- 11.13 For the replacement of floor covering (carpeting etc) at the expiry of their agreed lifetime.
- 11.14 For submission of valid annual tax certificate;
- 11.15 Compliance with Occupation Health and Safety and Act
- 11.16 Compliance with Department of Labour applicable standards annually – Certification of Occupation
- 11.17 Signing of Facilities Management performance schedule specifying maintenance standards and obligations

12 OBLIGATIONS OF THE OCCUPANT

In addition to any other obligations contained in this agreement, the occupant shall

- 12.1 not use the premises or allow them to be used, in whole or part, for any purpose other than that of the business;
- 12.2 take good and proper care of the interior of the buildings;
- 12.3 be responsible for all reasonable security, manned or otherwise, necessary to protect the premises;
- 12.4 not cause or commit any unreasonable nuisance on the premises or cause any annoyance or discomfort to neighbours or the public;



- 12.5 not unreasonably leave refuse or allow it to accumulate in or about the premises;
- 12.6 refrain from interfering with the electrical, plumbing, or gas installations or systems serving the premises;
- 12.7 take all reasonable measures to prevent blockages and obstructions from occurring in drains, sewerage pipes and water pipes serving the premises;
- 12.8 at all times comply with any law, by-law or regulation of the local authority relating to the conduct of its business at the premises and also with the conditions of the title deed under which the premises are held by the lessor;
- 12.9 be permitted to place such electrical or other signage on the exterior of the premises as it may reasonably require;
- 12.10 forthwith disclose in writing to the lessor details of any act, matter or thing, stored or carried out upon the premises which may affect, vitiate or endanger the fire insurance policy in respect of the property or which may result in an increase of the fire insurance premium.
- 12.11 undertake domestic cleaning of the interior of the premises, including domestic services such as the provision of toilet paper, soap, towels, etc.; excluding common areas.
- 12.12 be responsible for the costs of water and electricity consumption to the extent that these are separately metered as fully set out in clause 10 above; and
- 12.13 be responsible for the costs of refuse removal and sanitary services.

13 INSURANCE

- 13.1 The lessor shall comprehensively insure the property and the buildings, and fittings at its replacement value, at the lessor's own risk and cost.

- 13.2 The lessee and the occupant may not after the commencement of the lease do, or allow anything that is contrary to the provisions of the insurance policy, which will cause an increase in the premiums of any insurance policy held by the lessor over the property, provided that the conditions or the insurance policy will be communicated in writing to the lessee. The lessor will communicate the conditions or insurance policy on the premises in writing to the lessee within seven (7) days of the commencement of the lease agreement.
- 13.3 Should the lessee knowingly do or cause to be done anything that causes an increase in the premiums of such insurance policy, the lessee will be liable for the increase in the premiums occasioned by the actions of the lessee. The lessor shall furnish to the lessee proof from the insurer of such increase before any payment shall be due from the lessee.
- 13.4 The lessor shall not be liable for any damage which the lessee may suffer as a consequence of rain, wind, hail, lightning, fire, earthquake, storm, riots, strikes, actions by enemies of the State or in consequence of the interruption of any facility or service supplies to the premises by third parties, unless such damage could have been prevented by the lessor, his employees or agents.
- 13.5 The lessor shall not be liable for any accident, injury or damage incurred by the lessee, his employees, agents or visitors, in or near the premises, unless this could have been prevented on the part of the lessor, his employees or agents.

14 FIRE FIGHTING EQUIPMENT AND LIFTS

- 14.1 The lessor shall be obliged to install, maintain and operate on the premises fire extinguishing and fire detection equipment complying with the National Building Regulations and Building Standards Act (Act 103 of 1977) as amended, and/or any other applicable legislation.

14.2 The lessor shall be obliged to maintain the lifts and ensure that regular checks are done in accordance with the Occupational Health and Safety Act (Act 85 of 1993) as amended and /or any other applicable legislation.

14.3 The lessor shall provide the lessee with quarterly reports of regular checks done on the fire extinguishers and lifts to ensure safety and security of the occupants of the premises

15 ALTERATIONS, ADDITIONS AND IMPROVEMENTS

15.1 The lessee shall not make any alterations or additions to any of the buildings, the premises or any part thereof, without the lessor's prior written consent, but the lessor shall not withhold its consent unreasonably to any such alteration or addition. In the event that the lessee does make any such prohibited alterations or additions, it is agreed between the parties that such alterations and/or additions shall be come an immovable part of the respective building or premises to which it is made and shall thus be owned by the lessor. Where such alteration or addition has added value to the buildings, the lessor shall negotiate with the lessee on the monetary amount to be paid to the lessee for making such alteration or addition.

15.2 Notwithstanding the aforesaid, the lessee shall be entitled to make any non- structural alterations or additions to the interior of the premises without the lessor's prior written consent, provided that the lessee may, on the expiration of this agreement, remove such non-structural alterations or additions as it may have made, provided that simultaneously with any such removal, it reinstates the premises or part of the premises in question, at the lessee's cost, to their same condition (fair, wear and tear excepted) as they were in prior to the carrying out of such alterations or additions.

16 DAMAGE TO OR DESTRUCTION OF THE PREMISES

16.1 In the event of the premises being destroyed and therefore rendered totally unfit for occupation, this agreement shall be terminated automatically.

- 16.2 In the event of the premises being damaged and remaining partially suitable for the purposes of the lessee, the parties shall be entitled to terminate this agreement by thirty (30) days' notice in writing given to the other party within thirty (30) days after such destruction or damage.
- 16.3 Should no notice in terms of 16.2 above be given, then this agreement shall continue and the lessor shall be obliged to proceed expeditiously with the work of rebuilding the premises. Should the parties continue with the agreement, the lessee shall be entitled to a reduction in rental to the extent to which the lessee is deprived of the full and beneficial use and occupation of the premises until such time as the premises have been rebuilt or re-instated.
- 16.4 Should there be any dispute as to the extent to which the premises have been damaged and/or the extent to which the premises are unfit for occupation and capable of being used for the purpose for which they are let, the dispute shall be referred to an expert, who shall act as an expert and not as an arbitrator, and whose decision shall be final and binding on the parties. The parties shall jointly agree on who the expert shall be, failing which the expert shall be appointed by the chairperson of the Law Society of South Africa or his delegate.

17 BREACH

- 17.1 Subject to any specific provision in this agreement to the contrary, should:
- 17.1.1 the rental or any other amount payable by the lessee in terms of this agreement not be paid by due date or should the lessee commit or suffer or permit the commission of any breach of any of the remaining conditions of this agreement and fail to pay such rental or amount or to remedy such breach within 30 (thirty) days after receipt of written notice by the lessor requiring it to do so, or such longer period as may be reasonable in the circumstances; or

17.1.2 Subject to due process of law; the lessor shall be entitled to claim specific performance, cancel this agreement and retake possession of the premises (without prejudice to any of its other rights under this agreement or at all) and /or claim damages.

17.2 Should either party breach any obligations in terms of this agreement and fail to remedy such breach within 14 (fourteen) days of written demand from the aggrieved party to do so, or such longer period as may be reasonable in the circumstances, the aggrieved party shall be entitled to cancel this agreement or claim specific performance, in either case, without prejudice to the aggrieved party's rights to claim damages from the offending party.

18 BROAD BASED BLACK ECONOMIC EMPOWERMENT

18.1 The lessor shall sustain the status level in terms of broad based black economic empowerment as claimed in the accepted tender documents and conditions of tender for the duration of the lease period. Failure/Neglect omission on the part of the lessor to sustain the broad based black economic empowerment level may constitute a material breach of the agreement. The lessor is obliged to annually, at the expiry date of the initial status level certificate, confirm that the status has been maintained by the provision of a valid certificate indicating their current status level.

18.2 In the event that the percentage of such status level decreases, the lessor shall be responsible to notify the lessee thereof, in writing, within 14 days of such change of status level.

18.3 In the event that the lessor's status level has decreased and –

18.3.1 the lessor has notified the lessee as required in terms of 18.2 above, the lessee may, in its sole discretion, elect to give the lessor 6 months to ensure that its status level reverts to its initial status level; or

18.3.2 the lessor fails to provide the abovementioned status level certificate or fails to advise the lessee as is required in terms of 18.2 above, the lessor shall be in material breach of this agreement and the lessee may, in addition to any other remedy it may

have, cancel the agreement and claim the all costs losses and/or damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

19 MANAGEMENT RULES

The lessor will furnish the lessee with all management rules, if any, prior to entering into this agreement.

20 LESSORS RIGHT OF ENTRY AND CARRYING OUT OF WORKS

The lessor's representatives, agents, servants and contractors may at reasonable times and on reasonable notice, without thereby giving rise to any claim or right of action on the part of the lessee or the occupant of the property or any part thereof, enter the property or any of the buildings in order to inspect them, to carry out any necessary repairs, replacements, or other works, or to perform any other lawful function in the *bona fide* interests of the lessor or the lessee or the occupant, but the lessor shall ensure that this right is exercised with due regard for and a minimum of interference with the beneficial enjoyment of the property by those in occupation thereof, and provided further that such rights will be exercised subject to the lessee's specific security requirements relating to the physical security of the property.

21 NAMING RIGHTS

The lessor shall grant the lessee the right to name the premises if the lessee is the sole or majority user of such premises for the duration of such lease.

22 CESSION, ASSIGNMENT AND SUB-LETTING

The lessee shall not, except with the prior written consent of the lessor, which shall not be unreasonably withheld;

- 22.1 cede or assign all or any of the rights and obligations of the lessee under this agreement; or
- 22.2 sublet the premises in whole or in part; or
- 22.3 give up possession of the premises or any portion thereof to any third party;

provided that it is an explicit provision of this agreement that the lessee may substitute one occupant with another at its own discretion, taking into consideration any concerns communicated by the lessor.

23 NON-WAIVER

- 23.1 Neither party shall be regarded as having waived, or been precluded in any way from exercising, any right under or arising from this agreement by reason of such party having at any time granted any extension of time for or having shown any indulgence to the other party with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of any right of action against the other party.
- 23.2 The failure of either party to comply with any non-material provision of this agreement shall not excuse the other parties from performing their obligations hereunder fully and timeously.

24 RIGHT OF FIRST REFUSAL

- 24.1 The lessor hereby grants to the lessee and the lessee hereby accepts the right of first refusal to purchase the property.
- 24.2 Pursuant to the right granted by the lessor in favour of the lessee in 24.1, the lessor shall not dispose of any part or whole of the property at any time except in accordance with the following circumstances:

- 24.2.1 if the lessor intends to so dispose, the lessor shall deliver to the lessee a written notice offering ("the offer notice") so to dispose, to the lessee at a consideration (which shall sound in money in South African currency) and on such terms as may be stipulated in the offer notice; and
- 24.2.2 the lessee may, at any time within 60 days after the receipt of the offer notice, accept it by giving written notice to the lessor to that effect.
- 24.3 If the lessee does not accept the offer within the period aforesaid, the lessor may dispose of the property on terms no more favourable than the terms contained in the offer notice within a period of 90 (ninety) days after the lessee has rejected the offer, whereafter the lessor shall again be obliged to follow the procedure in clause.
- 24.4 Should the lessee not exercise its right of first refusal in relation to the property or in relation to any rights thereto or pursuant thereto, the relevant acquirer shall acquire the property free of the right of first refusal contained in this clause.

25 SALE OF PREMISES

- 25.1 Transfer of the ownership of premises from the lessor to a third party pursuant to a sale thereof shall not in any way affect the validity of this agreement. It shall accordingly, upon registration of transfer of the premises into the name of the purchaser, remain of full force and effect save that the purchaser shall be substituted as lessor and acquire all rights and be liable to fulfil all the obligations which the lessor, as lessor, enjoyed against or was liable to fulfil in favour of the lessee in terms of the this agreement.
- 25.2 Nothing shall prevent the lessor from advertising the premises as "for sale" or as "to let" as long as it does not disturb the lessee in its use and enjoyment of the premises and any activities which the lessor undertakes are undertaken on reasonable notice to the occupant.

26 WHOLE AGREEMENT

26.1 This is the entire agreement between the parties.

26.2 Neither party relies, in entering into this agreement, on any warranties, representations, disclosures or expressions of opinion, which have not been incorporated into this agreement as warranties or undertakings.

26.3 No variation, alteration, or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by the duly authorised representatives of both parties.

27 DOMICILIUM CITANDI ET EXECUTANDI

27.1 The parties respectively choose as *domicilium citandi et executandi* and as the address for the serving of notices the address appearing underneath their names in Schedule A (and the lessor is explicitly barred from serving such notices on officials and offices in the Regions/Provinces).

27.2 Any notice given by one of the parties to the other ("the addressee") which: -

27.2.1 is delivered by hand to a responsible person during ordinary business hours at the physical address chosen as the addressee's *domicilium citandi et executandi* shall be deemed to have been received by the addressee on the date of the delivery, until the contrary is proved;

27.2.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's *domicilium citandi et executandi*, shall be deemed to have been received by the addressee on the tenth (10th) business day of the date of posting (unless the contrary is proved; or

27.2.3 is faxed to the chosen fax number, will be deemed to have been on the date of despatch received unless the other party proves the contrary.

27.3 Either party shall be entitled, on 14 days' notice to the other, to change the address of his *domicilium citandi et executandi*.

28 WARRANTY OF AUTHORITY

The parties hereby warrant that each of them has the power, authority and legal right to sign and perform this agreement and that this agreement has been duly authorised by all necessary actions of its directors, to the extent applicable, and constitutes a valid and binding obligation on it in accordance with the terms thereof.

29 SEVERABILITY

Any provision in this agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of this agreement, without invalidating the remaining provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

SIGNED AT..... ON THIS THEDAY OF 20__

WITNESSES

1.
FULL NAME AND SIGNATURE

2.
FULL NAME AND SIGNATURE

.....
SIGNATURE OF LESSOR / REPRESENTATIVE

.....
FULL NAMES

Duly authorised as per attached resolution.



SIGNED AT..... ON THIS THEDAY OF 20__

WITNESSES

1.
FULL NAME AND SIGNATURE

2.
FULL NAME AND SIGNATURE

.....
SIGNATURE OF LESSEE

.....
FULL NAME

.....
CAPACITY

Duly authorised as per Departmental delegation dated

SIGNED AT..... ON THIS THEDAY OF 20__

WITNESSES

1.
FULL NAME AND SIGNATURE

2.
FULL NAME AND SIGNATURE

.....
SIGNATURE OF OCCUPANT

.....
FULL NAME

.....
CAPACITY

Duly authorised as per Departmental delegation dated

SCHEDULE A TO AGREEMENT OF LEASE



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

1 **The Parties:**

1.1 **The Lessor is:**

1.1.1 Registration nr (company) or ID nr (individual):

1.1.2 VAT reg nr:

1.1.3 *of Domicilium Citandi et executandi:*

|

1.1.4 Herein represented by:

*who hereby warrants he/she is duly authorised to do so by the attached resolution.
Hereinafter referred to as the lessor*

1.1.5 Contact person/representative:

Name

Tel nr

Comp

Cell nr

E mail

Postal address:

1.2 **The Lessee is:**

Herein represented by:

*who hereby warrants he/she is duly authorised to do so by the attached resolution.
Hereinafter referred to as the occupant*

of Domicilium Citandi et executandi:

2 **The Premises leased:**

2.1 The Premises:

as reflected on the diagram annexed hereto marked "Schedule D"

2.2 The Building name:

2.3 The Building address:

2.4 The property:

3

Lease period

4

Renewal period

5

Use of premises

6

The lessee's pro rata share

%

7

Commencement date

8

Adjustment date

9

Escalation rate (%)

Description	On: Rental	Operating costs
Offices	0.0	0.0
Stores	0.0	0.0
Retail	0.0	0.0
Other	0.0	0.0
Open parking	0.0	0.0
Covered Parking	0.0	0.0

10

Termination date

11

Special conditions

SCHEDULE B



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Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Description	Nr/Area leased	Unit	Base Rent/unit	Expenses/unit	From date	To Date	Monthly Commencement Rent (ex VAT)	Monthly Expenses (ex VAT)	Total monthly rent (ex VAT)	VAT	Total monthly Rent (incl VAT)
Offices	0	sqm	R -	R -			R -	R -	R -	R -	R -
Stores	0	sqm	R -	R -			R -	R -	R -	R -	R -
Retail	0	sqm	R -	R -			R -	R -	R -	R -	R -
Other	0	sqm	R -	R -			R -	R -	R -	R -	R -
Open parking	0	bays	R -	R -			R -	R -	R -	R -	R -
Covered Parking	0	bays	R -	R -			R -	R -	R -	R -	R -
Total monthly rent										R	R

Period 1

Description	Nr/Area leased	Unit	Base Rent/unit	Expenses/unit	From date	To Date	Monthly Base Rent (ex VAT)	Monthly Expenses (ex VAT)	Total monthly rent (ex VAT)	VAT	Total monthly Rent (incl VAT)
Offices	0	sqm	R -	R -			R -	R -	R -	R -	R -
Stores	0	sqm	R -	R -			R -	R -	R -	R -	R -
Retail	0	sqm	R -	R -			R -	R -	R -	R -	R -
Other	0	sqm	R -	R -			R -	R -	R -	R -	R -
Open parking	0	bays	R -	R -			R -	R -	R -	R -	R -
Covered Parking	0	bays	R -	R -			R -	R -	R -	R -	R -
Total monthly rent										R	R

Period 2

Description	Nr/Area leased	Unit	Base Rent/unit	Expenses/unit	From date	To Date	Monthly Base Rent (ex VAT)	Monthly Expenses (ex VAT)	Total monthly rent (ex VAT)	VAT	Total monthly Rent (incl VAT)
Offices	0	sqm	R -	R -			R -	R -	R -	R -	R -
Stores	0	sqm	R -	R -			R -	R -	R -	R -	R -
Retail	0	sqm	R -	R -			R -	R -	R -	R -	R -
Other	0	sqm	R -	R -			R -	R -	R -	R -	R -
Open parking	0	bays	R -	R -			R -	R -	R -	R -	R -
Covered Parking	0	bays	R -	R -			R -	R -	R -	R -	R -
Total monthly rent										R	R

Period 3



SCHEDULE C

1. Details of installations required:

INSTALLATIONS:	PARTY TO EFFECT:	PARTY TO PAY:

2. The lessor shall issue an Electrical Certificate Of Compliance before occupation of the premises, failing which the occupant is not obliged to take occupation of the premises and the lessee is not obliged to pay any rental amounts.



public works
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Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DECLARATION FOR GENERATOR INSTALLATION

Project title	<i>Procurement of a new office accommodation measuring 148.30m² with 08 secured parking bays in Johannesburg: Department of Cooperative Governance {Municipal Infrastructure Support Agent}: Lease for 5 years.</i>
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Tender no : **JHB 23/01**
Date advertised: **12 May 2023**
Site briefing: **N/A**
Closing date: **01 June 2023**

I/We _____ representing the
company _____.

1. I/We hereby declare that as the company **Director/s** before the bid is awarded will be subjected to a security vetting process and I/We will provide the Department with all the information required to execute the screening process.
2. I/We further declare that, all the **employees** relevant to the bid in question will also be subjected to security vetting, and the required documentation should be submitted to Security Management Unit within 14 days from the date of receipt herein.
3. Failure to sign the declaration will render the bid non-responsive.

Name of the person: _____

Signature of representative: _____

DATE: _____

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer

☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
11.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
12.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DECLARATION FOR SECURITY SCREENING

Project title	<i>Procurement of a new office accommodation measuring 148.30m² with 08 secured parking bays in Johannesburg: Department of Cooperative Governance {Municipal Infrastructure Support Agent}: Lease for 5 years.</i>
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Tender no : **JHB 23/01**
Date advertised: **12 May 2023**
Site briefing: **N/A**
Closing date: **01 June 2023**

I/We _____ representing the
company _____.

1. I/We hereby declare that as the company **Director/s** before the bid is awarded will be subjected to a security vetting process and I/We will provide the Department with all the information required to execute the screening process.
2. I/We further declare that, all the **employees** relevant to the bid in question will also be subjected to security vetting, and the required documentation should be submitted to Security Management Unit within 14 days from the date of receipt herein.
3. Failure to sign the declaration will render the bid non-responsive.

Name of the person: _____

Signature of representative: _____

DATE: _____

ESTIMATED SPACE REQUIREMENTS FOR LEASING OF BUILDINGS

Version 0.4 05.09.20

1 PROJECT PARTICULARS							
PROJECT 1:		LEASING DEPARTMENT: COOPERATIVE GOVERNANCE, MUNICIPAL INFRASTRUCTURE SUPPORT AGENT: GAUTENG: JOHANNESBURG: NEW ACCOMMODATION FOR MISA PROVINCIAL OFFICE					
FILE NO.:							
LEASE PERIOD:		5 YEARS					
2 WORKSPACE							
DESCRIPTION OF ROOM	NUMBER	SPATIAL REQUIREMENTS FTE'S	ASSIGNABLE SQUARE METER	NORM	CLIENT MOTIVATION	REMARKS	UDM REMARKS
EXECUTIVE MANAGEMENT INCL. MANAGERS				20-25m ²			
POST 1 (18)	-	25	-	25		WORKSPACE ASSIGNED	
SENIOR MANAGEMENT				15-20m ²			
POST 1 (15)	-	20	-	20		WORKSPACE ASSIGNED	
TECHNICAL & MANAGEMENT				8-10m ²			
POST 1 (14)	-	18	-	18		WORKSPACE ASSIGNED	
POST 2 (18)	1	14	14	14		WORKSPACE ASSIGNED	
POST 3 (11/12)	2	12	24	12		WORKSPACE ASSIGNED	
POST 4 (10/10)	-	10	-	10		WORKSPACE ASSIGNED	
POST 5 (7/8) (OPEN PLAN)	3	8	24	8		WORKSPACE ASSIGNED (OPEN OFFICE)	
POST 6 (7/8) (OFFICE)	-	10	-	10		OFFICE (MIN AREA FOR WORKABLE OFFICE) MOTIVATE. SEE NOTE 1	
ADMINISTRATION				8-9m ²			
POST 1 (5/6)	-	8	-	8		WORKSPACE ASSIGNED / OPEN OFFICE	
POST 2 (3/4)	-	6	-	6		WORKSPACE ASSIGNED / OPEN OFFICE	
POST 3 (2)	-	6	-	6		WORKSPACE ASSIGNED / OPEN OFFICE	
TOTAL NET WORKSPACE (LESS CLEANERS)	8	10	62	-		<18m ²	
3 SUPPORT SPACE PER WORKSPACE AREA							
3.1 SUPPORT SPACE PER WORKSPACE AREA A							
RECEPTION/PUBLIC WAITING AREA		0.50	-			ENTER NUMBER OF PERSONS UTILISING SPACE	
DUPLICATING/BUSINESS CENTRE	-	0.18	-			EACH UNIT TO HAVE PRINTING SPACE (WORKABLE SPACE MIN 4 SQM) SEE NOTE 2. ENTER TOTAL NUMBER OF STAFF.	
BOARDROOM	-	60.00	-			FOR 50 PEOPLE @ 1.8m ² PER PERSON. ENTER NUMBER OF BOARDROOMS	
BOARDROOM	-	54.00	-			FOR 30 PEOPLE @ 1.8m ² PER PERSON. ENTER NUMBER OF BOARDROOMS	
BOARDROOM	-	27.00	-			FOR 15 PEOPLE @ 1.8m ² PER PERSON. ENTER NUMBER OF BOARDROOMS	
BOARDROOM (OTHER THAN ABOVE)	1	20.00	20		20 SEATERS BOARDROOM	IF NUMBER OF SEATS DIFFER FROM ABOVE, ENTER THE NUMBER OF PERSONS UTILISING THE BOARDROOM	
SERVER ROOM	-	18.00	-			ENTER NUMBER, CLIENT TO MOTIVATE IF MORE THAN 18 SQM	
TENDER HALL (INCL. PAYCOUNTERS/ CASHIER)	-	1.00	-			ENTER NUMBER OF PERSONS TO BE ACCOMMODATED IN THIS AREA. MUST INCLUDE MOTIVATION	
COMMITTEE ROOMS (MANAGEMENT)	-	14.00	-			6 PERSONS. ENTER NUMBER OF COMMITTEE ROOMS	
STRONG ROOMS	-	10.00	-			ONE PER UNIT	
REGISTRY	-	2.00	-			30 FILES PER PERSON X 5 YEARS. ENTER TOTAL NUMBER OF STAFF MEMBERS	
REGISTRY DUPLICATING	-	5.00	-			MOTIVATE IF MORE THAN 5 SQM. SPACE ONLY FOR REGISTRY, ONE (1) SPACE ALLOWED	
ARCHIVES / REGISTRY OLD RECORDS	-	4.00	-			20 FILES PER PERSON X 10 YEARS. ENTER TOTAL NUMBER OF STAFF MEMBERS	
TRAINING ROOM	-	1.00	-			ACCOMMODATED, SPECIALISED DESKS, SCREENS, CONNECTIVITY ETC. INCLUDED IN THIS ROOM. PROVIDE MOTIVATION FOR THIS ROOM	
CAFETERIA (SEATING ONLY)	-	0.11	-			10% OF STAFF MEMBERS. ENTER TOTAL NUMBER OF STAFF MEMBERS. TO BE USED IN CONJUNCTION WITH CAFETERIA (SEATING) FUNCTIONAL AREA IS 12 SQM MINIMUM	
FOOD SERVICES	-	0.06	-			30% OF STAFF MEMBERS. ENTER STAFF MEMBERS. TO BE USED IN CONJUNCTION WITH CAFETERIA (SEATING ONLY)	
FIRST AID ROOM	-	10.00	-			FUNCTIONAL AREA IS 8 SQM MIN. MAX AREA 12 SQM UNLESS MOTIVATED	
TEA KITCHEN	1	6.00	6			MIN 4 SQM- SEE NOTE 2. ENTER TOTAL NUMBER OF STAFF MEMBERS. THIS SPACE INCLUDES TEA KITCHENS FOR BOARDROOMS AND MUST BE DIVIDED TO ALLOW FOR WHOLE BUILDING	
TEA ROOM	-	0.50	-			TO BE DISTRIBUTED OVER FLOOR SPACE. ENTER TOTAL NUMBER OF STAFF MEMBERS. USABLE SPACE MIN 12 SQM. SEE NOTE 2	
STATIONARY	-	0.13	-			EACH UNIT TO HAVE STATIONARY SPACE. FUNCTIONAL SPACE 6 SQM MIN. SEE NOTE 2. ENTER TOTAL NUMBER OF STAFF MEMBERS	
STORE ROOMS (FOR UNITS)	1	15.00	15			EACH UNIT TO HAVE STORE SPACE. FUNCTIONAL SPACE 8 SQM. SEE NOTE 2. ENTER TOTAL NUMBER OF STAFF MEMBERS	
GENERAL STORE (FOR e.g. FURNITURE ETC.)	-	0.20	-			10% OF STAFF MEMBERS. FUNCTIONAL SPACE 12 SQM MIN. ENTER TOTAL NUMBER OF STAFF MEMBERS	
MOTHERS ROOM	-	10.00	-			MIN FUNCTIONAL AREA IS 8 SQM INCL. A WC	
COMPUTER CONTROL ROOM (SECURITY)	-	6.00	-			INCLUDING MONITORS AND BUILT IN FURNITURE. ENTER NUMBER OF PERSONS TO BE ACCOMMODATED. ALSO SEE NOTE 2. MINIMUM AREA TO BE 12 SQM TO ENABLE FUNCTIONING	
SECURITY MANAGEMENT OFFICE	-	12.00	-			12 SQM MINIMUM AREA. SPACE 12 SQM UNLESS MOTIVATED	
	-	-	-			30 TO 60 % OF WORKSPACE AREA	
	-	-	-			60% MAX	
TOTAL NET SUPPORT SPACE A	-	-	46	>60%		74.2%	

NOTE: THIS GUIDE ONLY APPLIES TO TYPICAL OFFICE BLOCKS. EXCEPTIONS RELATING TO THE FUNCTION OF THE FACILITY MAY RESULT IN A PERCENTAGE ABOVE 60%. PLEASE NOTE IF THIS IS THE CASE

EG. IF THE OFFICE IS A BRANCH OFFICE, THE NUMBER OF STAFF IS LIMITED, FUNCTIONAL SPACE WILL HAVE TO BE ALLOWED, AND THIS WILL INCREASE THE RATIO

3.2	PARKING SPACE SUPPORT SPACE B						
	PARKING SPACE						
	COVERED PARKING		8				
	GARAGES						
	TOTAL NUMBER OF PARKING SPACES		8				
4	CORE SPACE PER WORKSPACE AREA						60 TO 80 % OF WORK SPACE (SHOULD A HIGHER PERCENTAGE THAN 80% BE REQUIRED, A FULL MOTIVATION IS TO BE PROVIDED)
	ORGANISATION SUPPORT			65% Max			
	CIRCULATION, TECHNICAL SUPPORT, FACILITIES MANAGEMENT AND ABILITIES ACC. SAN'S 10400				40.30		PROVIDE 1m2 PER CLEANER, MIN 0m2 PER REST ROOM WITH LOCKERS, PROVIDE ONE 0m2 CLEANER STORE ROOM PER 1360m2
6	LETTABLE AREA				148.30		
TOTALS REFLECTED ARE ESTIMATED SPACE TO INFORM ACQUISITION OF LEASE ACCOMMODATION COST IMPLICATIONS & OTHER NOTES: WATER TANK REQUIRED: YES GENERATOR REQUIRED: YES SECURITY MEASURES REQUIRED (BIOMETRIC CARD SYSTEM/BURGLAR BARS/MOTION DETECTION/CAMERA'S ETC): Y YES							
COMPILED BY: Forums & Helms SAC Rank <i>[Signature]</i> 04 Dec 2020 Date Name: UDM (Finance and Administration) CONFIRMED BY: MM MCHABRE C ARCH Rank <i>[Signature]</i> 10 DEC 2020 Date Name: Architectural Services							
CONFIRMED BY CLIENT DEPARTMENT: <i>The client approved the needs assessment dated 04/Nov/2020 with 6M2.</i> Name: Signature Date							
NOTES A= SUPPORT SPACE B= SUPPORT SPACE- PARKING SPACE CORE SPACE PER WORKSPACE AREA PERCENTAGE X TOTAL NETT WORKING SPACE CORE SPACE PERCENTAGE CAN BE ALTERED TO ACCOMMODATE SPECIAL NEEDS OF THE CLIENTS. MINIMUM PARAMETER IS 50% AND MAXIMUM PARAMETER IS 80%. MOTIVATION TO BE PROVIDED IF OVER 60% NOTE 1: THE NORM FOR LEVEL 5/6 AND 7/8 IS TO BE ACCOMMODATED IN OPEN OFFICES. SHOULD THE CLIENT REQUIRE AN OFFICE, A MOTIVATION MUST BE PROVIDED AN OFFICE SMALLER THAN 10 SQM IS NOT FUNCTIONAL NOTE 2: TO ENABLE SPACES TO WORK PROPERLY/ FUNCTIONALLY/ USABLE, THE MINIMUM AREA IS PRESCRIBED IN THE COMMENT COLUMN. WHEN THE OFFICE PROVIDED FOR IS SMALL, THE AREAS WILL BE MULTIPLIED WITH THE STAFF NUMBERS AND THE RESULT WOULD BE A VERY SMALL AREA. IN THIS CASE THE AREA WILL BE TOO SMALL TO BE FUNCTIONABLE, THEREFORE THE GUIDE TO A MINIMUM AREA IS PROVIDED. IN THIS CASE ONE REPLACES THE FORMULA WITH THE RECOMMENDED MINIMUM AREA. Example: change number FTE's and change Spatial Requirements: 1 X 4 = 4m. Do not change Assignable Square Metre formula							