



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT

PROJECT DESCRIPTION: EAST LONDON: ALTERNATIVE ACCOMMODATION
FOR DEPARTMENT OF HIGHER EDUCATION AND TRAINING.

BID NO: LSPE 09/2024

Closing Date: Tuesday, 27 August 2024
Closing Time: 11:00

Bid Briefing Meeting Date: Wednesday, 14 August 2024

Bid Briefing Meeting time: 11: 00

Tenderers CSD No:

Name of the Tenderer:

Bid Box Address

Department of Public Works & Infrastructure
Eben Donges Building
Corner Robert & Hancock Street
Gqeberha
6001

SCM SPECIFIC ENQUIRIES:

Enquires: Nwabisa Nkangana
Tel No: 041 408 2055 during office hours
Cell No: N/A
Email Address: Nwabisa.Nkangana@dpw.gov.za

TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: Tersia Jacobs
Tel No: 041 408 2058 during office hours
Cell No: 066 054 9641
Email Address: tersia.jacobs@dpw.gov.za

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SUMMARY OF BID INFORMATION

Bid Number	LSPE 09/2024	
Bid/ Project Description	EAST LONDON: ALTERNATIVE ACCOMMODATION FOR DEPARTMENT OF HIGHER EDUCATION AND TRAINING.	
Bid Closing date & Time	Tuesday, 27 August 2024	11:00
Bid Briefing Date & Time (If applicable)	Wednesday, 14 August 2024	11: 00
Venue	Ground Floor, Eben Dongess Building, Corner Robert & Hancock street, North End, Gqeberha,	
SCM SPECIFIC ENQUIRIES:	Nwabisa Nkangana	Nwabisa.Nkangana@dpw.gov.za
	041 408 2055	N/A
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	Tersia Jacobs	tersia.jacobs@dpw.gov.za
	041 408 2058	079 521 5120
Bid Document Price	R 300.00	
Procurement Plan Reference Number	1348	

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR:

Project title:	EAST LONDON: ALTERNATIVE ACCOMMODATION FOR DEPARTMENT OF HIGHER EDUCATION AND TRAINING.		
Bid no:	LSPE 09/2024	Procurement Plan Reference no:	1348
Advertising date:	24/08/02	Closing date:	Tuesday, 27 August 2024
Closing time:	11:00	Validity period:	84 calendar days (12 weeks)

1. FUNCTIONALITY CRITERIA APPLICABLE

- 1.1. The Bid will be evaluated on Functionality and the following Functionality evaluation criteria will apply and failure to meet minimum functionality score will result in the tenderer being disqualified. From further evaluation:

Functionality criteria ¹ :	Weighting factor:
<p>Criteria 1: Locality:</p> <p>The property must be located in East London, in one of the following suburbs:</p> <ul style="list-style-type: none"> • Chiselhurst, or • Vincent, or • CBD, or • Quigney <p>The property offered must not be within 300 meters from a school and/or within 200 meters from a shebeen/tavern.</p> <p>The bidder must attach a locality map depicting the location of the building or land offered.</p> <p>Maximum weight for this criterion is 5 which equals 40 points</p>	<p>40(5)</p>
<p>Criteria 2: Accessibility:</p> <p>The premises offered should be close to major roads and public transport amenities (taxi, bus, train):</p> <p>0m-500m =5 points 501m-1km =4 points 1km -1.5km =3 points 1.5km 2km =2 points More than 2km =1 point</p> <p>The bidder must clearly demonstrate in writing how the offered building or land offered can be accessed to comply with the said criteria. The bidder must attach a locality map depicting the distance from the said mode of transport to the building or land offered.</p> <p>Maximum weight for this criterion is 5 which equals 30 points</p>	<p>30(5)</p>

¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

Criteria 3: Suitability: Energy efficiency: Commitment letter from the bidder to make available the following: <ul style="list-style-type: none"> Sensor lights + LED bulbs + Energy saving bulbs..... 5 points Sensor lights + LED saving bulbs..... 4 points Sensor lights..... 3 points Energy saving bulbs..... 2 points No information provided..... 0 points Maximum weight for this criterion is 5 which equals 30 points	30(5)
TOTAL	100

(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation: The bidder must obtain a score in all 3 criteria's and achieve a minimum of 50%. If a bidder fails to obtain a score in all 3 criteria's, the bid will not be further evaluated even if the minimum score of 50 is achieved.	50
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

None

2. EVALUATION METHOD FOR RESPONSIVE BIDS

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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3. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA and the 80/20 preference point scoring system will be applicable

4. 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.	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2.	<input checked="" type="checkbox"/>	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.	<input checked="" type="checkbox"/>	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.
4.	<input checked="" type="checkbox"/>	The building must be within the geographic boundaries specified in the bid documents.
5.	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
6.	<input type="checkbox"/>	Submission of records of attending compulsory virtual bid clarification/site inspection meeting.
7.	<input type="checkbox"/>	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 points will be given to the Agent 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
8.	<input checked="" type="checkbox"/>	There will be a compulsory site briefing meeting and all potential bidders must attend.
9.	<input checked="" type="checkbox"/>	Any addendums or erratums to the bid will be published in the original advertising media, at least 10 working days before the bid closing date. Bids will be evaluated in accordance with the published addendums or erratums.
10.	<input checked="" type="checkbox"/>	Bidders must comply with DPW-21: Record of Addenda to tender documents, if any.
11.	<input checked="" type="checkbox"/>	The Special Conditions of Bid for Leases will apply.
12.	<input checked="" type="checkbox"/>	An agent may bid on behalf of the owner of the property and a valid mandate must be submitted with the bid. (See Special Conditions of Bid for requirements of a valid mandate)
13.	<input checked="" type="checkbox"/>	Where the bidder is in the process of purchasing the property offered, a valid Offer to Purchase must be submitted with the bid. (See Special Conditions of Bid for requirements of a valid Offer to Purchase.
14.	<input checked="" type="checkbox"/>	The bidder must be the legal owner or the prospective owner of the property. (See Special Conditions of Bid regarding requirements for proof of ownership)
15.	<input checked="" type="checkbox"/>	<p>The property must be located in East London, in one of the following suburbs:</p> <ul style="list-style-type: none"> • Chiselhurst,or • Vincent,or • CBD,or • Quigney <p>The property offered must not be within 300 meters from a school and/or within 200 meters from a shebeen/tavern.</p> <p>The bidder must attach a locality map depicting the location of the building or land offered.</p>
16.	<input checked="" type="checkbox"/>	<p>I. The building offered should be a Cellular building (stand-alone) or multi-tenanted building</p> <p>II. Minimum required lettable office space: 833m²</p> <p>III Minimum required parking: 40 covered, secured parking bays on-site.</p> <p>In the event that there is no responsive bids with on-site parking, the Department reserves the right to consider alternative parking. A minimum of 21 covered, secured parking bays must be on-site. Off-site parking must not be more than 100m from the building. Off-site parking must be secured at the expense of the bidder.</p>

17.	<input checked="" type="checkbox"/>	<p>If multi –tenanted, the following applies:</p> <ol style="list-style-type: none"> 1. One floor must be for the exclusive use of the client. In the event that more than one floor is offered, consecutive floors must be for the exclusive use of the client 2. Space offered must be on ground floor and consecutive floors if the ground floor does not have space as per the needs.
18.	<input checked="" type="checkbox"/>	<p>In the event that there is no suitable existing building offered, only then will the vacant land be considered, the new building to be designed to the occupation requirements of the department "Fit to purpose" and constructed for occupation on a predetermined date including the tenant's requirements. The building must be ready for occupation within 16 months after the date of award. Bidder to submit proposed preliminary designs and layout building plans in line with the current Use Management System (LUMS of the local municipality as per the attached space norm documents and zoning certificate.</p> <p>Vacant site development must be already zoned to suit the intended use and fully serviced</p>

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	<input checked="" type="checkbox"/>	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 .
2	<input checked="" type="checkbox"/>	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	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
6	<input checked="" type="checkbox"/>	Submission of DPW-21: Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
7	<input checked="" type="checkbox"/>	<i>Submission of a zoning certificate from the relevant local authority</i>

4.3 Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

**5.1. 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.**

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 black people	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in EAST LONDON for work to be done or services to be rendered in the EAST LONDON area	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. Or Any Account or statement which is in the name of the Bidder. Or Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and Medical Certificate indicating that the disability is permanent or South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

6. APPLYING OF OBJECTIVE CRITERIA

Table 1

<input type="checkbox"/> Category A	Refers to segment where a property is owned by an enterprise(s) or individual(s) which are not less than. 51% Black ownership 51% Black managed 51% Black controlled and Enterprises in this category, depending on the requirements of the User Department qualify for leases of greater than 5 years.
<input checked="" type="checkbox"/> Category B	Refers to segment where a property is owned by an enterprise(s) or individual(s) which have not less than. 20% Black ownership 20% Black managed 20% Black controlled and Enterprises in this category, qualify for leases of a maximum 5 years.
<input type="checkbox"/> Category C	Refers to segment where a property is owned by an enterprise(s) or individual(s) with less than. 20% Black ownership 20% Black managed 20% Black controlled and Enterprises in this category, qualify for leases of a maximum 3 years.
<input type="checkbox"/> Category D	Refers to property funds listed on the stock exchange a) That qualify as listed property funds or Real Estate Investment Trusts (REITS) b) That have ownership by black individuals or black entities of more than 10% but less than 51% and c) That are managed by property asset management entities with not less than 51% Black ownership, 51% Black Management and 51% Black control. Enterprises in this category, qualify for leases of a maximum 5 years.

7. COLLECTION OF TENDER DOCUMENTS

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively; Bid documents may be collected during working hours at the following address
NDPWI, Eben Donges Building, Cnr Robert and Hancock street, Gqeberha, 6056.
A non-refundable bid deposit of **R 300.00** is payable (cash only) on collection of the bid documents.

8. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be a compulsory bid briefing meeting and all potential bidders must attend. Details of the compulsory bid briefing meeting is indicated in the table below:

Venue:	Ground Floor, Eben Dongess Building, Corner Robert & Hancock street, North End, Gqeberha,		
Virtual meeting link:	N/A		
Date:	Wednesday, 14 August 2024	Starting time:	11: 00

9. ENQUIRIES

9.1 Technical enquiries may be addressed to:

DPWI Project Manager	Tersia Jacobs	Telephone no:	041 408 2058
Cellular phone no	Works or Project Manager Cell No	Fax no:	Type Fax number here or indicate " NONE"
E-mail	tersia.jacobs@dpw.gov.za		

9.2 SCM enquiries may be addressed to:

SCM Official	Nwabisa Nkangana	Telephone no:	041 408 2055
Cellular phone no	SCM Official Cell No	Fax no:	Type Fax number here or indicate " NONE"
E-mail	Nwabisa.Nkangana@dpw.gov.za		

10. DEPOSIT / RETURN OF TENDER DOCUMENTS

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

Closing Date: Tuesday, 27 August 2024

Closing Time: 11:00

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 3193 Gqebergha 6001 Documents must be deposited in The Bid Box before the closing date of the bid	OR	Deposited in the tender box at: The Bid Box Department of Public Works & Infrastructure Eben Donges Building Corner Robert & Hancock Street
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DPW – 08.3 (LS): BID OFFER – OFFICE ACCOMMODATION

Bid no:		Closing date:	
Advertising date:		Validity period:	84 calendar days

1. ACCOMMODATION PARTICULARS

Name of Company	
Erf no. / Name and address of building	
Title Deed Number of property offered (Provide certified copy of the Title Deed)	
Market value / Municipal valuation of building	m ²
Gross floor area of accommodation	
Date accommodation may be used	
Commencement date of lease	
Lease period	years
Option period	years
Value Added Tax Number	

1.1 OFFER: (COMPULSORY FOR ALL BIDDERS)

	Offices	Stores	Parking
Lettable area	833 m ²	N/A	40
Parking bays			
Rental per month	R	N/A	R
VAT per month	R	N/A	R
Total per month	R	N/A	R

Tariffs	R /m ²	N/A	R / bay
VAT	R /m ²	N/A	R /bay
Total (1)	R /m ²	N/A	R /bay
Escalation rate	%	%	%

Operating Costs (Provide details on what costs entail)	R /m ²	N/A	
VAT	R /m ²	N/A	
Total (2)	R /m ²	N/A	
Escalation rate	%	%	
Total (1+2)	R /m ²	N/A	R / bay

Total price per month (VAT incl.)			
Minimum of R500/m2 (VAT excl.) for Tenant Installation (T.I.) excluding electrical/ mechanical/ structural items, which are Landlord's responsibility as well as providing certificates of compliance.	R /m ²	R /m ²	/bay

2 RESPONSIBILITIES

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

Note: the price stated in words will take precedence over the price in figures where figures are not clear

Note: the total bid price should include the costs (offices, parking, stores, operating costs and escalation)

Note: the award of the tender may be subjected to further price negotiation with the preferred tenderer(s).

The negotiated and agreed price will be considered for acceptance as a firm and final offer.

2.1 Services	State	Lessor	Estimated cost per month
2.1.1. Water consumption			
2.1.2. Electricity consumption			
2.1.3. Sanitary services			
2.1.4. Refuse removal			
2.1.5. Domestic cleaning service			
2.1.6. Consumable Supplies			

2.2 Maintenance	State	Lessor	Estimated cost per month
2.2.1. Internal maintenance			
2.2.2. External			
2.2.3. Garden (If applicable)			
2.2.4. Air conditioning			
2.2.5. Lifts			
2.2.6. Floor covering: normal wear			

2.3 Rates and Insurance	State	Lessor	Estimated cost per month
2.3.1. Municipal rates & Increases			
2.3.2. Insurance & Increases			
2.3.3. ASRIA insurance + Increase			

2.4 Other Responsibilities	State	Lessor	Estimated cost per month
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2.4.1 Contract costs			
2.4.2 Stamp duty			
2.4.3 Firefighting equipment			
2.4.4 Cost of alterations			

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

Note: the price stated in words will take precedence over the price in figures where figures are not clear

Note: the total bid price should include the costs (offices, parking, stores, operating costs and escalation)

Note: the award of the tender may be subjected to further price negotiation with the preferred tenderer(s).

The negotiated and agreed price will be considered for acceptance as a firm and final offer.

3. NATIONAL BUILDING REGULATIONS:

Electricity Compliance Certificate	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Fire Regulation	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Accessibility Regulation	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Health and Safety Regulation	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4. PARTICULARS FOR PAYMENT OF RENTAL:

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

5. 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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Signature of Owner / Duly Authorised Representative	Date

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

Note: the price stated in words will take precedence over the price in figures where figures are not clear

Note: the total bid price should include the costs (offices, parking, stores, operating costs and escalation)

Note: the award of the tender may be subjected to further price negotiation with the preferred tenderer(s).

The negotiated and agreed price will be considered for acceptance as a firm and final offer.

ANNEXURE LS: SUMMARY OF BID PRICE

OFFER: (COMPULSORY FOR ALL BIDDERS)

Details	Offices	Stores	Parking
Lettable area	Office space in m ² 833m ²	Store space in m ² N/A	Number of Parking Bays 40
Parking bays			No of Basement Parkings 0
			No of Covered Parkings 40
			No of Open Parkings 0
			No of Garages 0
Rental per month	Office Space R m ²	Store Space N/A	R 0 per Basement Parking
			R per Covered Parking
			R 0 per Open Parking
			R 0 per Garage
	Office Space Total Cost per month R Vat Exclusive	Store Space Total Cost per month N/A Vat Exclusive	Total Parking Cost per month for all parking R Vat Exclusive
VAT per month	R	N/A	R
Total 1 Total Rental per month	R Vat Included	N/A Vat Included	R Vat Included

OPERATING COSTS				
Operating Costs (Provide details on what costs entail)	R	N/A		
VAT	R	N/A		
Total (2) Total Operating Costs per month	R Vat Included	N/A		
Escalation rate	%	N/A		
Total Monthly Costs Total 1 + Total 2	Total Office Space R	Total Stores N/A	Total Parking R	
Total Monthly bid price	Total Office Space Cost per month N/A	Total Stores Cost per month N/A	Total Parking Cost per month R	Total Operating Cost per month R
Total Overall Annual Bid price for Year 1 (VAT incl.)	Total Office Space Cost per month x 12 N/A *Total Overall Annual Bid price for Office Space Year 1 to be forward as Annual Office Rental "Year 1"	Total Stores Cost per month x 12 N/A *Total Overall Annual Bid price for Office Space Year 1 to be forward as Annual Storage Rental "Year 1"	Total Parking Cost per month x 12 R *Total Overall Annual Bid price for Office Space Year 1 to be forward as Annual Parking Bay Rental "Year 1"	Total Operating Cost per month x 12 R *Total Overall Annual Bid price for Office Space Year 1 to be forward as Annual Parking Bay Rental "Year 1"

Period	Escalation Not exceeding 6%	Annual Office Space Rental	Annual Parking Bay Rental (if applicable)	Annual Storage Rental (if applicable)	Annual Operating Costs (if applicable)	Total Annual Rental (including VAT)
*Total Cost Year 1 (Carried over from previous page)	N/A	R (Carried over from previous page)	R (Carried over from previous page)	N/A	R (Carried over from previous page)	R
Year 2 (including annual escalation)		R	R	N/A	R	R
Year 3 (including annual escalation)		R	R	N/A	R	R
Year 4 (including annual escalation)		R	R	N/A	R	R
Year 5 (including annual escalation)		R	R	N/A	R	R
TOTAL BID PRICE INCLUDING VAT						R
TOTAL BID PRICE IN WORDS						

LSPE: /		
TENDER NUMBER	SIGNATURE OF OWNER / REPRESENTATIVE	DATE

FUNCTIONALITY EVALUATION CRITERIA

Functionality criteria	Weighting factor:
<p>Criteria 1: Location</p> <p>The property must be located in East London, in one of the following suburbs:</p> <ul style="list-style-type: none"> • Chiselhurst, or • Vincent, or • CBD, or • Quigney <p>The property offered must not be within 300 from a school and/or within 200 meters from a shebeen /tavern.</p> <p>The bidder must attach a locality map depicting the location of the building or land offered.</p> <p>Maximum weight for this criterion is 5 which equals 40 points</p>	<p>40 (5)</p>
<p>Criteria 2: Accessibility</p> <p>The premises offered should be close to major roads and public transport amenities (taxis, bus, train):</p> <p>0m-500m =5 points 501m-1km =4 points 1km -1.5km =3 points 1.5km 2km =2 points More than 2km =1 point</p> <p>The bidder must clearly demonstrate in writing how the offered building or land offered can be accessed to comply with the said criteria. The bidder must attach a locality map depicting the distance from the said mode of transport to the building or land offered.</p> <p>Maximum weight for this criterion is 5 which equals 30 points</p>	<p>30 (5)</p>
<p>Criteria 3: Suitability</p> <p>Criteria 3: Suitability:</p> <p>Energy efficiency: Commitment letter from the bidder to make available the following:</p> <ul style="list-style-type: none"> • Sensor lights + LED bulbs + Energy saving bulbs..... 5 points • Sensor lights + LED saving bulbs..... 4 points • Sensor lights..... 3 points • Energy saving bulbs..... 2 points • No information provided..... 0 points <p>Maximum weight for this criterion is 5 which equals 30 points</p>	<p>30(5)</p>

TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: LSPE 09/2024

Bid/ Project Description: EAST LONDON: ALTERNATIVE ACCOMMODATION FOR DEPARTMENT OF HIGHER EDUCATION AND TRAINING.

Prospective tenderers are invited to tender for the supply and letting of office accommodation to the National Department of Public Works for the **Department of Higher Education and Training in East London**

ITEM NUMBER	DESCRIPTION	MINIMUM REQUIREMENT
1.	Minimum area	833m ²
2.	Total Parking: (a) Covered Onsite Parking Bays (b) Open Onsite Parking Bays (c) Onsite Lock up Garages (d) Offsite Parking (e) Disabled Onsite Parking	40 (a) 40 (b) N/A (c) N/A (d) N/A (e) As per norms
3.	Locality	East London:
4.	Lease Period	5 years

Notes:

- The Department will not be liable for payment to the Bidder for any additional space made available in excess of the above.
- In event that there is no responsive bids with on-site parking, the Department reserves the right to consider alternative parking. A minimum of 21 covered, secured parking bays must be on-site. Off-site parking must not be more than 100m from the building. Off-site parking must be secured at the expense of the bidder.
- The Department of Public Works and Infrastructure 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 only or lowest offer will not necessarily be accepted.
- The successful bidder will be responsible for the costs of alterations necessary to adapt the offered accommodation to the specific needs of the user department in accordance with the norm document.

1. **GRADING:**

The building offered must have minimum Grade B grading upon completion of the refurbishments. It is the responsibility of the bidder to submit a grading certificate prior to occupation. The grading of the building must be maintained as a Grade B for the duration of the lease period.

2. **DOCUMENTS TO BE SUBMITTED WITH THE BID:**

The Department will issue a conditional letter of award and the recommended bidder will be requested to submit the following:

(a)	A letter committing to refurbish the building to conform to the tenant specification and a copy of the proposed floor plan. The refurbishment must be in compliance with the Government standard specifications and conform to the standards, norms and specification of the tenants and their corporate image. All costs of the tenant installation shall be borne by the tenderer.
(b)	A letter committing that after the refurbishment of the building, the building will comply with all the National Building Regulations and SANS regulations
(c)	Architects Certificate confirming lettable the floor size of the building – existing accommodation
(d)	Proposed layout plan / drawing of the accommodation offered
(e)	Submission of a grading certificate confirming the current grading of the building or a commitment to submit a zoning certificate upon completion of the refurbishments
(f)	Zoning Certificate

3. DOCUMENTS TO BE SUBMITTED PRIOR TO OCCUPATION OF THE PREMISES

3.1 Copies of the following certificates should be submitted prior to occupation of the premises:

- 3.1.1 Occupation Certificate
- 3.1.2 Fire Regulation Compliance Certificate
- 3.1.3 Electrical Compliance Certificate
- 3.1.4 Occupational Health & Safety Regulation Certificate
- 3.1.5 Aircon Certificate
- 3.1.6 Lift Report (if applicable)
- 3.1.7 A signed maintenance plan for the period of the lease agreement
- 3.1.8 A certificate of Compliance with the Occupational Health and Safety Act (OHSA) and Accessibility Regulation.
- 3.1.9 Grading Certificate – Grade B
- 3.1.10 Glazing Certificate
- 3.1.11 A valid Energy Performance Certificate – in instances where the accommodation offered in excess of 2000m²

4. SIGNING OF LEASE AGREEMENT

4.1 This tender is subject to the tenderer signing the government standard lease agreement without amendments.

5. TENANT INSTALLATION

- 5.1 The refurbishment must be in compliance with the Government standard specifications and conform to the standards, norms and specification of the tenants and their corporate image.
- 5.2 All costs of the tenant installation shall be borne by the tenderer.

6. ALL ACCOMMODATION MUST COMPLY WITH THE FOLLOWING

6.1 Security measures:

- 6.1.1 Burglar proofing to all accessible windows
- 6.1.2 Security gates must be fixed to all entrances
- 6.1.3 External security lighting

6.2 Specialised equipment:

- 6.2.1 Air conditioning to be provided in all offices (hot and cold), with thermal comfort adjustment
- 6.2.2 All offices must be well ventilated and be equipped with thermal comfort control with an average temperature of 18-22 degrees Celsius.
- 6.2.3 Blinds or Tint should be provided to all offices and rooms with windows.
- 6.2.4 Alternative energy source (Generator, solar panels, inverter) to be installed as backup electricity supply with sufficient capacity to keep the premises fully operational during power outages/load shedding.
- 6.2.5 Water Tanks with pumps to be installed to provide backup water to the premises for ablution facilities. Back up water supply to provide a minimum of 50L per person over a minimum period of 3 days.
- 6.2.6 Water efficient ablution facilities.
- 6.2.7 Energy efficient Light Bulbs
- 6.2.8 Disabled Access and Ablution facilities as required by the Occupational Health and Safety Act, 1993 (Act 85 of 1993)

7. PROFESSIONAL SERVICES

7.1 Professional Architects who have proven ability to Project Management must be made available to co-ordinate layout and design with the Client. In Additional architect drawings detailing proposals for layout and design is required.

8. SECURITY REQUIREMENTS

- 8.1 The occupant of the premises is responsible for access security during office hours.
- 8.2 The safekeeping of the property is the responsibility of the Landlord. It is recommended that the owner of the building install surveillance other measures to protect the premises from vandalism, cable theft etc.
- 8.3 The occupant must have access to the premises at all times.

8.2 In the case of multi-tenanted accommodation, the landlord is responsible for the following: To provide access security to the premises.

9. COMMUNICATION

The Department of Public Works and Infrastructure will under no circumstances take responsibility if a user department may or might have committed or negotiated with lessors or owners of a building outside the bidding process. If a bidder / Landlord takes any instructions from a user department the DPWI will not be responsible for any financial or other implications incurred in this regard.

10. CORPORATE IMAGE

The building portrays the corporate image of the identified user. The costs in this regard are for the account of the bidder.

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 interest³ 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

(³) 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.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
For External Use

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 declare 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 consortium⁴ 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.

⁴ 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.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
For External Use

- 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 DECLARE 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.**

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

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

Project title:	EAST LONDON: ALTERNATIVE ACCOMMODATION FOR DEPARTMENT OF HIGHER EDUCATION AND TRAINING.		
Tender / Quotation no:	LSPE 09/2024	Reference no:	1348

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.

18. GENERAL:

- (c) This specification forms part of the written offer of the bidder and must be initialled and submitted with all other documents.
- (d) 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 approved thereof does not exempt the bidder from his responsibilities with regard to the fulfilment of the requirements of this specification.

19. 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 shall be fully accessible to the physically challenged. The building must comply with the National Building Regulations as proclaimed by the National Building Regulations and Building Standards Act as well as the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended. A certificate to this effect must be submitted.

20. SECURITY:

The following security measures shall be complied with:

- (c) 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.

21. 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.

22. 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 public areas.

23. DOORS, LOCKS AND KEYS:

All units 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 units, shall also be provided.

24. FLOOR COVERING:

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

25. POWER POINTS:

- (a) Units and other rooms where electrical appliances can be used shall be provided with 15 A socket outlets. In units 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 household appliances can be run from the socket outlets in each room.
- (b) Electrical circuits for socket outlets shall be secured by means of single phase earth leakage relays having a sensitivity of 25 mA.

26. LIGHTING:

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

- Reception areas 100 lux
- Units 300 lux
- Passages 50 lux
- Store rooms 200 lux
- Parking 50 lux

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

27. TELEPHONES:

- (a) Each unit 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.

28. TRUNKING:

The trunking, servicing the building, should conform to latest technological standards. (If any)

29. 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.

30. TOILET FACILITIES:

The norms shall be applied as per requirements ("Scope of Work")

30.1. Physically challenged persons

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

31. MATERIAL AND FINISHES:

- (a) Walls of entrance halls and stairs shall be washable and hardwearing and acceptable to the Department of Public Works.

32. 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

Project title:	EAST LONDON: ALTERNATIVE ACCOMMODATION FOR DEPARTMENT OF HIGHER EDUCATION AND TRAINING.		
Tender / Quotation no:	LSPE 09/2024	Reference no:	1348

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-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

Project title:	EAST LONDON: ALTERNATIVE ACCOMMODATION FOR DEPARTMENT OF HIGHER EDUCATION AND TRAINING.		
Tender No:	LSPE 09/2024	Reference no:	1348

I, _____ (surname and name),
identity number, _____ do hereby declare that I am a registered medical
practitioner, with my practice number being _____, practising at

(Physical or postal addresses)
declare that I have examined Mr. / Ms. _____,
identity number _____ and have found the said person to be
permanently disabled or having a recurring disability.

“Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.” –

The nature of the disability is as follows:

Thus signed at _____ on this _____ day of _____ 20____

Signature

Date

OFFICIAL STAMP OF
MEDICAL PRACTITIONER

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:

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

(project description as per Tender Document)

Tender Number: _____ *(Tender Number as per 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 the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.



	Name	Capacity	Signature
1			
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13			
14			
15			
16			
17			
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19			
20			

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering 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 Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering 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 Tendering 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 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 Tender Document)

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

- 1 *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.

- 2 The Enterprise accept 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.
- 3 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:

Postal Code _____

Postal Address:

_____ Postal Code _____

Telephone number: _____ Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The tendering 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 Tendering 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 Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering 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 Tendering 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-15.3: 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 tender 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:

- A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ *(tender number as per Tender Document)*

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 tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender 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: _____

E-mail address: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

The tendering 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).

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	EAST LONDON: ALTERNATIVE ACCOMMODATION FOR DEPARTMENT OF HIGHER EDUCATION AND TRAINING.		
Tender / Quotation no:	LSPE 09/2024	Reference no:	1348

Date Bid Briefing Meeting: Wednesday, 14 August 2024

Time of Bid Briefing Meeting: 11: 00

Venue: Ground Floor, Eben Dongess Building, Corner Robert & Hancock street, North End, Gqeberha,

This is to certify that I, _____

representing

attended the tender clarification meeting on: _____

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	EAST LONDON: ALTERNATIVE ACCOMMODATION FOR DEPARTMENT OF HIGHER EDUCATION AND TRAINING.		
Tender / Quotation no:	LSPE 09/2024	Reference no:	1348

1. I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Public Works before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: LSPE 09/2024

Name of Tenderer

☐ EME² ☐ QSE³ ☐ 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 / under developed area/township	Indicate if military veteran
1.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> 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)

² EME: Exempted Micro Enterprise

³ QSE: Qualifying Small Business Enterprise

1. 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, 2022, 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

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

1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

PREFERENCE POINTS SYSTEM	80/20
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 R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in the table below are applicable:

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 black people	10	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in EAST LONDON for work to be done or services to be rendered in the EAST LONDON area	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. Or • Any Account or statement which is in the name of the Bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and Medical Certificate indicating that the disability is permanent or South African Social Security Agency (SASSA) registration indicating that the disability is permanent 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 black youth	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

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

- “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;
- “price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- “rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- “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
- “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:

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = 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:

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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:

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 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 (80/20 system) (To be completed by the organ of state)	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 black people	10	
2. Located in EAST LONDON for work to be done or services to be rendered in the EAST LONDON area	2	
3. An EME or QSE or any entity which is at least 51% owned by black women	4	
4. An EME or QSE or any entity which is at least 51% owned by black people with disability	2	
5. An EME or QSE or any entity which is at least 51% owned by black youth	2	

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:

.....

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

Select applicable

2. I am a ☐ Member / ☐ Director / ☐ Owner (**Select one**) (of the following enterprise and am duly authorised to act on its behalf:

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

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Property Sector Code issued under section 9(1) June 2017 gazette No 40910 vol. 624.
- The Enterprise is % Black Woman Owned as per Amended Property Sector Code issued under section 9(1) June 2017 gazette No 40910 vol. 624.
- The Enterprise is _____% Black Designated Group Owned as per Amended Property Sector Code issued under section 9(1) June 2017 gazette No 40910 vol. 624.
- Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

Select applicable

- Based on the ☐ Financial Statements / ☐ Management Accounts and other information available on the latest financial year-end of ____/____/____ (day/month/year)
Date/ month / year

please confirm on the table below by ticking the Nature of your business in Property.

Asset Based	Net Assets Less than R80 million	
Service Based	Annual Turnover Less than R10 million	
Estate Agencies/Broking/ Valuation Companies	Annual Turnover Less than R2.5 Million	

- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

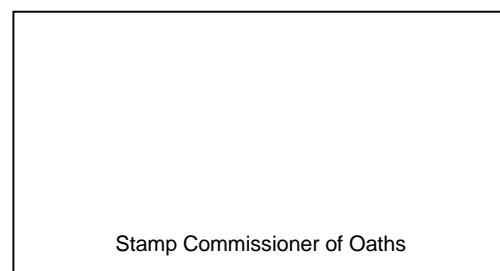
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

Select applicable

2. I am a ☐ Member / ☐ Director / ☐ Owner **(Select one)** (of the following enterprise and am duly authorised to act on its behalf:

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

3. I hereby declare under Oath that:

- The Enterprise is _____ % Black Owned as per Amended Property Sector Code issued under section 9(1) June 2017 gazette No 40910 vol. 624.
- The Enterprise is % Black Woman Owned as per Amended Property Sector Code issued under section 9(1) June 2017 gazette No 40910 vol. 624.
- The Enterprise is _____ % Black Designated Group Owned as per Amended Property Sector Code issued under section 9(1) June 2017 gazette No 40910 vol. 624.
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____ %
 - Black Disabled % = _____ %
 - Black Unemployed % = _____ %
 - Black People living in Rural areas % = _____ %
 - Black Military Veterans % = _____ %

Select applicable

- Based on the ☐ Financial Statements / ☐ Management Accounts and other information available on the latest financial year-end of ____/____/____ (day/month/year)
Date/ month / year

please confirm on the table below by ticking the Nature of your business in Property.

Asset Based	Net Assets Between R80 - R400 million	
Service Based	Annual Turnover Between R10 - R50 million	
Estate Agencies/Broking/ Valuation Companies	Annual Turnover Between R2.5 - R35 Million	

- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

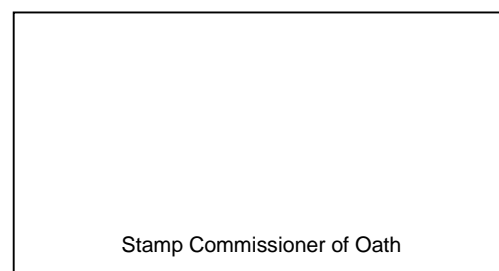
100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

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

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



SPECIAL CONDITIONS OF BID FOR LEASES

1. **INTERPRETATION**

- 1.1. The word "Bidder" in these conditions shall mean and include any firm of Contractors, Services Providers or any company or body incorporated or unincorporated or any other legal entities.
- 1.2. The word "Department" in these conditions shall mean the DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
- 1.3. Any reference to words "Bid" or "bidder" herein and or any other documentation shall be construed to have the meaning as the words "Tender" or Tenderer".

2. **PRECEDENCE**

- 2.1. If any other condition (bid rule) in the bid document is in contradiction with the "Special Conditions of Bid" the "Special Conditions of Bid" will take preference.
- 2.2. The "Special Conditions of Bid" can only be amended by an official addendum before the closing date of the bid.

3. **GENERAL BID RULES**

- 3.1. "Written" or "in writing" means hand-written in non-erasable ink or any form of electronic or digital writing and or a combination thereof.
- 3.2. The digital and or electronic completion and signing of documents is permitted.
- 3.3. A bidder participates in this bid process entirely at its own risk and cost.
- 3.4. The Department may accept or reject any bid offer or may cancel the bid process (or reject all bid offers at any time) prior to award, due to the following:
 - 3.4.1. due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
 - 3.4.2. funds are no longer available to cover the total envisaged expenditure;
 - 3.4.3. no acceptable tender is received;
 - 3.4.4. there is a material irregularity in the tender process; or
 - 3.4.5. there is material change in the scope of works.
- 3.5. The Department shall not accept or incur any liability for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.
- 3.6. Bids which are late or submitted by facsimile or electronically, will not be accepted.
- 3.7. Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box as indicated in the bid document.
- 3.8. Bidders must ensure that bids submitted via courier services/mail are deposited by the courier service/ mailing service in the Departmental Bid box, prior to the closing date and time. The Department will not accept responsibility for any bids not timeously deposited in the Bid Box. The Department will not accept responsibility if bids received by officials are not timeously deposited in the Bid Box.
- 3.9. Bids received after the closing date and time will not be accepted for consideration and where practical, be returned unopened to the Bidder(s).
- 3.10. The bidder must be registered on the Central Supplier Database (CSD) for government prior to the award or when requested to do so.
- 3.11. The Department will download the following documents, to verify the information submitted by bidders:
 - 3.11.1. Proof of CSD registration certificate (if the bidder is registered in the CSD)
 - 3.11.2. Details of CIPC registration
- 3.12. Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

4. **AMBIGUITIES/ CONTRADICTIONS /OMISSIONS**

- 4.1. If a bidder becomes aware of any ambiguities or contradictions or omissions in the bid document or the specifications, drawings or descriptions or functionality or quality, or any part of the bid document, this should be clarified with the Department, at least five (5) working days before the closing time stated in the tender data.
- 4.2. If the Department found, after the closing date of the bid, that there is an ambiguity/ contradiction or omission in the bid document , the Department reserves the right to:

- 4.2.1. If the ambiguity/ contradiction / omission in the bid document is of an administrative nature, request bidders to correct any non-compliances caused by the ambiguity/ contradiction / omission or
- 4.2.2. If the ambiguity/ contradiction / omission is immaterial the Department will proceed and finalise the procurement and notify the delegated authority in the submission of the ambiguity/ contradiction / omission or
- 4.2.3. Cancel the bid and process

5. PERIOD OF VALIDITY FOR BIDS AFTER CLOSING DATE

- 5.1 All Bids must remain valid from the closing date for a period as stipulated in the bid document.
- 5.2 The Department reserves the right to request for the validity extensions of bids, should it deemed necessary. The following conditions will apply when the Department request for a validity extension of a bid:
 - 5.2.1 The request for a validity extension will be done while the validity period of the bids are still valid.
 - 5.2.2 Bidders have the right to refuse the extension of the validity period of their bids.
 - 5.2.3 If a request for validity extensions are send to bidders while the validity period of the bids are still valid, non-replying to the request for validity extension before the expiry date will be deemed a tacit agreement to the extension of the validity period. The Department will communicate with the affected bidders to confirm such tacit agreement.
 - 5.2.4 Should the bidder not agree with the tacit agreement, the bidder shall be deemed to be non-responsive and not considered for further evaluation.
 - 5.2.5 If a bidder(s) refused a validity extension, it will be deemed that the bidder(s) had withdrawn their bids from the bidding process. The Department reserves the right to continue with its bid evaluation and adjudication of the remaining bids and finalise the process.

6. BRAND NAMES

- 6.1 Wherever a brand name is specified in this bid document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name, but requires an item similar/equivalent or better than specified.

7. AUTHORITY TO SIGN BID DOCUMENTS

- 7.1 No authority to sign (PA 15.1: Resolution of Board of Directors) is required from an enterprise which has only one director or is a sole ownership.
- 7.2 In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence should be submitted with the bid at the closing time, that the Bid has been signed by a person properly authorised by resolution of the directors or under the articles of the entity. For that purpose, forms PA-15.1-15.3 (Resolution of Board of Directors) are included in the bid document for completion by the relevant Board(s) of Directors
- 7.3 The department further accepts that, in the absence of a PA 15.1: Resolution of Board of Directors, any director or any member of the enterprise may have the authority to bind the enterprise. Therefore the following will apply when only one director or one member of the enterprise signed the bid documents:
 - 7.3.1 The signature of any one of the directors or any one of the members of the enterprise will bind the enterprise and all the directors/ members of the enterprise. This condition will therefore render the bid valid; and
 - 7.3.2 The Department will verify the authority to sign (if deemed necessary) and where possible, may request proof of such authority of the relevant director or relevant member to act on behalf of the enterprise in the form of a "Resolution of the Board of Directors", if such " (PA 15.1: Resolution of Board of Directors)," was not submitted with the bid or was not completed or was incorrectly completed,
- 7.4 In the case of a sub-contractor agreement, a joint venture or consortia, the signing of the sub-contractor agreement, or Joint Venture or Consortia agreement by any director or member of each of the parties to the agreement, will render the sub-contractor agreement or Joint Venture or Consortia agreement valid. Therefore:



- 7.4.1 The Department reserves the right to request from each party to the sub-contractor agreement or Joint Venture or Consortia" agreement, proof of such authority of the relevant director or relevant member to act on behalf of the enterprise(s), in the form of a "Resolution of the Board of Directors", if it was not submitted with the bid or was not completed or was incorrectly completed,
- 7.5 In the event that a non-member or non-director to the enterprise(s) sign the bid documents and or sign a joint venture or consortia agreement, an "Authority to sign" issued by a director of the enterprise(s) or by the Board of Directors of the enterprise(s) must be submitted with the bid at the closing date. Failure to comply with this requirement at the closing date of the bid, will invalidate the bid submitted.

8 REQUIREMENTS FOR A VALID MANDATE

8.1 Definitions:

- 8.1.1 A mandate is an agreement between two or more persons whereby one or more persons, undertake(s) to represent and perform some lawful task for another (principal and agent relationship).
- 8.1.2 A mandate is the performance of a service by the agent on behalf of the owner.
- 8.1.3 Authorisation is an expression of will by one person that another will have the power to conclude juristic acts on his or her behalf.

8.2 A valid mandate must meet the following minimum criteria:

- 8.2.1 The mandate must be given by the legal owner or the prospective owner of the property;
- 8.2.2 It must not be vague and must be dated and signed by both the agent and the by the legal owner or the prospective owner of the property;
- 8.2.3 The signatory to the bid must be duly authorised. Refer to Authority to Sign (See paragraph 7);
- 8.2.4 The mandate must be valid at the closing of the bid.
- 8.2.5 The Department reserves the right to require of a bidder, either before a tender is adjudicated or at any time subsequently, to verify the status of the mandate.
- 8.2.6 Bidders may use the mandate template provided in the bid document (if included in the Bid Document) or may use their own. Bidders may use their own format provided it covers the minimum information as per the template provided.
- 8.3 All supporting documents submitted with the bid must be that of the legal owner or the prospective owner of the property for compliance and evaluation purposes.
- 8.4 The bid must be submitted in the name of the legal owner or the prospective owner of the property and NOT in the name of the agent.

9 REQUIREMENTS FOR PROOF OF OWNERSHIP:

The bidder must be the legal owner or the prospective owner of the property:

- 9.1 As proof of ownership, the following will be accepted for evaluation of bids:
- 9.2 Copy of the Title Deed of the property or Deeds Office Printout reflecting ownership; or
- 9.3 Offer to Purchase and proof of ownership by the seller, i.e. Copy of Title Deed or Deeds Office printout.

10 REQUIREMENTS FOR A VALID OFFER TO PURCHASE FOR THE EVALUATION OF THIS BID

- 10.1 A valid offer to purchase (OTP) must be submitted with the bid.
- 10.2 Should the sale of the immovable property be facilitated by an Estate Agent, such an Agent must be registered with the Property Practitioners Regulatory Authority (PPRA) and a copy of a certificate of a valid professional status be submitted with the bid.
- 10.3 An OTP must meet all the elements and requirements for a legally binding agreement *to wit*:
 - i. Description of the parties and property;
 - ii. Valid offer capable of acceptance (clear and unambiguous terms);
 - iii. Parties must have legal competency to enter into the agreement;
 - iv. There must be consensus between the parties on what is bought and sold;
 - v. Offer must be capable of acceptance;
 - vi. Purchase price specified
- 10.4 In the event that the purchaser or seller is a legal entity, proof of authority to sign the OTP on behalf of seller and purchaser must be submitted with the bid. (to be read in line with paragraph 7.1)
- 10.5 All suspensive condition/s attached to the OTP must be fulfilled before award. The recommended bidder will be given a minimum period of seven (7) working days to submit proof upon request from the Department.
- 10.6 Should the bidder submit a valid OTP, it will be deemed during evaluation that the bidder is the “owner of the property” as required per the conditions of bid.
- 10.7 A provisional letter of award will be issued to the recommended bidder pending final registration of the transfer of the property in the name of the recommended bidder. The property must be registered in the name of the recommended bidder within a period of four (4) months, from the date of the provisional letter of award, failing which, the provisional letter of award will be cancelled.
- 10.8 The bid will only be awarded once the property is registered in the name of the bidder.

11 FULL DISCLOSURE OF TITLE DEED CONDITIONS:

- 11.1 The property must not be subject to any restrictive conditions limiting the rights of the Department as Lessee pertaining to this bid.
- 11.2 It is the responsibility of the bidder to provide the list of restrictive conditions of the property, if any exist.
- 11.3 Any restrictive conditions will be subjected to an assessment during the evaluation process of the Department.
- 11.4 The Department reserves the right to eliminate a bid during evaluation if the restrictive condition(s) will be deemed to inhibit the performance of the property in relation to the bid.

12. ZONING

- 12.1 The property must be zoned for the Department's intended purpose in relation to this bid, on or before the closing date of the bid.
- 12.2 Copy of the zoning certificate from the relevant local authority should be submitted with the bid.
- 12.3 In the event that a bidder omitted to submit a copy of the zoning certificate with the bid, the bidder will be required, during evaluation of the bid, to submit a copy of its zoning certificate within 7 days of request by the Department, failing which the bid will be regarded as non-responsive.

13. CONTRACT PERIOD AND AVAILABILITY OF ACCOMMODATION

- 13.1 The contract period will be as indicated in the bid document
- 13.2 The building **MUST** be available for occupation by the Department:
- 13.2.1 In the case of an existing building, by no later than **four (04) months** after the award of tender and approved space planning, unless agreed otherwise in writing.
- 13.2.2 In the case of a vacant site, the building **MUST** be available for occupation by the Department by no later than **Eighteen (18) months** after the approved space planning has been obtained, unless agreed otherwise in writing.
- 13.3 In cases that the building is not ready on the date stated above, the landlord shall be liable for rental whereby the User Department is still in occupancy of another building.
- 13.4 Any extension of time in relation to the occupation date must be reduced to writing and approved by the delegated authority.

14. ANNUAL ESCALATION

- 14.1 The maximum acceptable annual escalation rate must not exceed **6%** or a rate as prescribed by National Treasury at the time of the closing of the bid.

15. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

- 15.1 The Bid will be awarded to the highest scoring bidder. However, should an offer not be market related, the Department reserves the right to enter into bona fide negotiations with bidders to achieve a reasonable market price /offer?

16. AWARD OF CONTRACTS TO TENDERERS NOT SCORING HIGHEST POINTS

- 16.1 The Department reserves the right to award the bid to a tenderer, other than the highest scoring bidder, for, inter alia, the following reasons: refusal to enter into bona fide negotiations, application of the objective criteria.

17. TAX COMPLIANCE

- 17.1 No tender shall be awarded to a bidder who is non tax -compliant.
- 17.2 All bidders' tax matters must be in order prior to award.
- 17.3 If the recommended bidder's tax status is non-compliant, the recommended bidder must submit written proof from SARS of their tax compliant status or submit written proof that they have made an arrangement with SARS to meet their outstanding tax obligations.
- 17.4 The recommended bidder will be given a maximum of seven (7) working days to correct their tax compliance status.
- 17.5 Failure to comply within seven (7) working days, from the date of the request, the Department will reject the bid submitted by the bidder.

18. REGISTRATION AS A VAT-VENDOR

- 18.1 Non-VAT vendors do not have to include VAT in their bid prices, subject to the paragraph below.
- 18.2 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million, must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.
- 18.3 The award of contract would be conditional (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.
- 18.4 Failure to comply within 21 days after being notified to do so will lead to the automatic withdrawal of the "provisional letter of award" and elimination of the bidder's offer.
- 18.5 VAT vendors must include VAT in their bid prices and failure to comply will lead to an automatic elimination of the bidder's offer.
- 18.6 In all other instances, where bidders have excluded VAT from the prices quoted, if the bidder is successful, the letter of award will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.
- 18.7 If a Non-VAT vendor/ bidder is contracted with the Department with a price which is Excluded Vat, and it becomes a VAT vendor after award or alternatively becomes a VAT vendor due to a cumulative

number of awards, the bidder will have to absorb the adverse financial implications of not including VAT in their price quoted. VAT cannot be claimed from the Department for any payments already made or from any future payments.

19. CERTIFICATION OF DOCUMENTS

- 19.1 Where so required in the bid documents, bidders are required to submit copies which are certified as a "true copy of the original".
- 19.2 If a bidder submitted an uncertified copy of an original document, or an original copy which is not correctly certified, the bidder will be afforded an opportunity to correct such non-compliance within a minimum period of 48 hours.
- 19.3 All bidders' whose copies comply with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation processes, even if the Department did not request any corrections.
- 19.4 No submissions of new or alternative documents or certified copies of new or alternative documents will be allowed after the bid closing date.
- 19.5 The Department will not accept a copy of a previously certified document and will not provide any bidder an opportunity to correct such a non-compliance

20. REQUIREMENTS FOR A VALID BBBEE CERTIFICATES AND SWORN AFFIDAVITS

- 20.1 A valid B-BBEE Certificate is a B-BBEE Certificate which has not expired at the closing date of the bid.
- 20.2 A "Sworn Affidavit" must comply with the following minimum requirements at the closing date, to be considered valid. If the submitted "Sworn Affidavit" does not comply with the minimum requirements below, the bidder will not be given an opportunity to correct it:
 - 20.2.1 The "Sworn Affidavit" must not be expired at the closing date.
 - 20.2.2 The BBBEE Level Contributor must be indicated (ticked)
 - 20.2.3 The "Sworn Affidavit" must be signed and dated by the bidder (Deponent).
 - 20.2.4 The "Sworn Affidavit" submitted must be signed and stamped by the "Commissioner of Oath".
 - 20.2.5 The "latest financial year-end" field must not be left blank.
 - 20.2.5.1 If only the year is indicated (it is not in the format: day/month/year), the Department will validate the financial year-end (day/month) from CIPC or deal with any clarity seeking matter/ confirmation as an administrative matter.
 - 20.2.6 In respect of "Sworn Affidavits" of the Construction sector, Property Sector, the field (block) where the bidder must confirm its financial information (i.e. Net Assets or Annual Turnover) must be completed (ticked) and must not be left blank or not ticked.
 - 20.2.7 The Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.
- 20.3 The Department will deal with all other matters, which is not listed under the minimum requirements as reflected above, as administrative matters, should it be deemed necessary.
- 20.4 For all sectors (example the construction sector, the property Sector and or any sector), a "Sworn Affidavit" issued in terms of the relevant sector must be used. All the minimum requirements applicable to "valid sworn affidavits" as per this "Special Conditions of Bid" will apply.

21. AWARDING OF POINTS FOR SPECIFIC GOALS (PA-16)

- 21.1 For a bidder to be awarded points for specific goals as per the bid, the bidder must submit proof as specified in the bid document with the bid at the closing date and time.
- 21.2 The requirements of a valid BBBEE-Certificate and or "Sworn Affidavit" as specified in the Special Conditions of Tender applies.
- 21.3 Parties in an unincorporated joint venture must submit its own consolidated B-BBEE certificate, which has not expired at the closing date of the bid.
- 21.4 If a bidder submit with the bid at the closing date the required proof for specific goals, as specified in the bid document, but the proof is not certified or is certified incorrectly, the bidder will be given a minimum of 48 hours to submit a copy which is correctly certified. The copy maybe certified after the closing date of the bid. The copies maybe certified after the closing date of the bid.

- 21.5 If a bidder submit at the closing date of the bid a valid proof as specified in the bid document, but the bidder's PA 16 is not signed or dated or witnessed or it is not properly completed, or its not completed or submitted or did not claim points, the bidder will be given a minimum of 48 hours to submit or correctly complete its PA 16.
- 21.6 All bidders' whose submitted proof as specified in the bid document and it complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation, even if the Department did not request any corrections/ certifications.
- 21.7 No submissions of alternative proof for specific goals as specified in the bid document will be allowed after the bid closing date.
- 21.8 Bidders who failed to submit the required proof for points for specific goals, will not be scored for the relevant specific goal(s), but there offers will still be evaluated further.

22. BIDDER'S DISCLOSURE/ BIDDER'S DECLARATION (PA - 11)

- 22.1 The Department will afford a bidder an opportunity to correct its PA-11 form, if the bidder omitted to sign or to complete or to properly complete this form.
- 22.2 A bidder's offer maybe eliminated if the bidder's declaration is proven false during the bid evaluation process.

23. FORM OF OFFER AND ACCEPTANCE

- 23.1 The tender amount in words takes precedence, where there is a discrepancy between the amount in figures, and the amount in words will govern.
- 23.2 The successful bidder will be required to balance its rates prior signing of a contract.
- 23.3 If the tenderer makes an obvious grammatical error in the amount of words, the wording will be compared to all the submitted comparative figures (i.e. the amount in figures on the submitted "Form of Offer and Acceptance" and the amount stipulated in the bills of quantities or the final summary page, or activity schedule or pricing schedule) and if deemed the same:
 - 23.3.1 The tenderer's offer will not be disqualified.
 - 23.3.2 The tenderer can be requested to correct the error and ratify its "Form of Offer and Acceptance".
- 23.4 If there is no amount in words, the amount in figures on the submitted "Form of Offer and Acceptance" will be compared to all the submitted comparative figures (i.e. the amount stipulated in the submitted bills of quantities or the final summary page or the activity schedule, or the pricing schedule) and if deemed the same:
 - 23.4.1 The tenderer's offer will not be disqualified.
 - 23.4.2 The tenderer can be requested to correct the omission of the amount in words and ratify its "Form of Offer and Acceptance".
- 23.5 In addition to the above, the form of Offer and Acceptance, must at the closing date of the bid, comply with the following minimum criteria:
 - 23.5.1 It must be signed by an authorised person of the Bidder;
 - 23.5.2 The Surname with Initials/ Name of the authorised person must be clearly indicated;
 - 23.5.3 The date on the form of offer must be completed;
 - 23.5.4 The name of the bidder/ legal entity must be clearly indicated.
- 23.6 If both the "amount in words" and the "amount in figures" is not completed, the bid will be eliminated.

24. CORRECTION OF ERRORS

- 24.1 Only the authorised signatory to the tender should initial corrections in the tender document.
- 24.2 All corrections must be in non-erasable ink and the use of correcting fluid (tippex) is prohibited.
- 24.3 In the event that a correction is not initialled or the correction is initialled by a person not having the prescribed authority, the Department will:
 - 24.3.1 Seek the necessary clarification from the tenderer and;
 - 24.3.2 If accepting the response from the tenderer, evaluate the bid further and or;
 - 24.3.3 Allow the tenderer to correct/ ratify any noncompliance, where necessary.

25. INCOMPLETE SECTIONS OR SCHEDULES IN BID DOCUMENTS

- 25.1 Bidders' who omitted or incorrectly completed a section(s) or a schedule(s) in the bid document, but have submitted with the bid the required/ specified proof or supportive documents for that particular sections of the document, maybe allowed to correct such non-compliance.

26. POINTS FOR SPECIFIC GOALS

- 26.1 To qualify for points for Specific goals, as specified in the "Invitation to Bid" and the "PA-16", bidders must comply with the requirements at the closing date of the bid.
- 26.2 It is the bidder's responsibility to ensure that it submit the correct evidence at the closing date of the bid, for the validation of the points the bidder is claiming.
- 26.3 Bidder's will not be given an opportunity to submit evidence after closing date, if the evidence is not submitted or if incorrect evidence was submitted

27. BROAD BASED BLACK ECONOMIC EMPOWERMENT

- 27.1 The successful bidder 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 or omission on the part of the bidder/Lessor to sustain the broad base black economic empowerment level may, subject to the provisions below, constitute a material breach of the agreement. The bidder/ 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.
- 27.2 In the event that the percentage of such status level decreases, the bidder/Lessor shall be responsible to notify the Lessee thereof, in writing, within 14 days of such change of status level.
- 27.3 In the event that the Lessor's status level has decreased and-
- 27.3.1 he Lessor has notified the Lessee as required above, the Lessee may, in its sole discretion, elect to give the Lessor 6 months to ensure that its status level reverts to its status level; or
- 27.3.2 the Lessor fails to provide the above mentioned status level certificate or fails to advise the Lessee as is required above, the Lessor shall be in material breach of this agreement and the Lessee may, in addition to any remedy it may have, cancel the agreement and claim the all costs losses and /or damage which it has suffered as a result of having to make less favorable arrangement due to such cancellation.
- 27.2 Should the successful bidder, at any time during the lease period, decide to sell the subject property, such agreements must have the effect of sustaining the status level in terms of broad based black economic empowerment as claimed in the accepted tender documents and conditions of tender by the bidder/lessor.

28. THE OTHER ADDITIONAL INFORMATION WHICH MAY BE REQUIRED FOR EVALUATION

CRITERIA	SPECIAL CONDITIONS OF BID
a) A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement - CK1
b) A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation - CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c) A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d) A profit company duly registered as a public company.	Copy of Certificate of Incorporation - CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e) A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i. The Founding Statement - CK1; and ii. The Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f) A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g) A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

29. DISCLAIMER

29.1 It is impractical and cumbersome for the Department to communicate with all qualifying bidders to correct/ ratify all eligible matters as articulated in this "Special Conditions of Bid". The Department therefore reserves the right and discretion, during its evaluation and other administrative processes to:

29.1.1 Limit its correspondences for corrections/ ratifications/ clarities to potential higher point scoring bidders only and to

29.2 Further evaluate any potential qualifying lower scoring bidder(s) as "deemed responsive" without requesting the corrections/ ratifications of a matter which is eligible as per the "Special Conditions of Bid".

– End Special Conditions of Bid –
(Version: Approved 22 July 2024)

GENERAL CONDITIONS OF CONTRACT (GCC)

BID NUMBER: LSPE 09/2024

BID/ PROJECT DESCRIPTION: EAST LONDON: ALTERNATIVE ACCOMMODATION FOR DEPARTMENT OF HIGHER EDUCATION AND TRAINING.

NOTES:

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **"Day"** means calendar day.
- 1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **"GCC"** means the General Conditions of Contract.
- 1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty

at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own

cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
- i) The name and address of the supplier and/or person restricted by the purchaser;
 - ii) The date of commencement of the restriction
 - iii) The period of the restriction; and
 - iv) The reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in Connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of the procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under contract unless they Otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

STANDARD LEASE AGREEMENT FOR OFFICE AND FUNCTIONAL ACCOMMODATION



DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

BUILDING NAME AND/OR ADDRESS:
PROPERTY CODE/FILE NO



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

BID NO: LSPE 09/2024



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

STANDARD LEASE AGREEMENT FOR OFFICE AND FUNCTIONAL ACCOMMODATION

LEASE

1. PARTIES

1.1. The parties to this agreement are:

1.1.1. the party identified in item 1.1 of Schedule A (hereinafter referred to as the "lessor");

and

1.1.2. the Government of the Republic of South Africa, herein represented by the Director-General of the Department of Public Works or his/ her duly authorised delegate, (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" – means the date referred to in item 8 on Schedule A on which date the escalated 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" – means 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;

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

"commencement rental" – means 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 the Republic of South Africa;

"escalation rate" – means the percentage mentioned in item 9 on Schedule A, which adjusts the rental on every adjustment date;

"expenses" – means 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" – means 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;

"lessee" – means the Government of the Republic of South Africa, (herein represented by the Director-General of the Department of Public Works or his duly authorised delegate) its successor-in-title and/or its duly authorised employees, agents, intermediaries, representatives and if and to the extent applicable, shall extend to the invitees;

"lessor" – means the party identified in item 1.1 of Schedule A (herein represented by the person identified 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), its successor-in-title and/or its duly authorised employees, agents, intermediaries and/or representatives;

"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" – means the lessee, and the lessor or any of them as determined by the context;

"premises" – means 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 forms the subject of this agreement;

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

"secondary lease period" – means 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" – means the date of signature of this agreement by the party which signs last in time;

"termination date" – means 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" – means Value-Added Tax in terms of the VAT Act; and

"VAT Act" – means the Value-Added Tax Act (No. 89 of 1991), together with all amendments thereto and all regulations published thereunder from time to time;

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 natural persons and created entities and the state and *vice versa*;

- 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 the Republic of 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

- 3.1. The lessor hereby leases the premises to the lessee who hires the premises on the terms and conditions set out in this agreement, for occupation by 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 however the annual escalation rate applicable during the secondary lease period shall be limited to headline inflation or the escalation rate applicable during the initial lease period, whichever is the greater;
- 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 and the lessee remains in occupation of the premises after the expiry of the initial period or where the option is exercised and the lessee remains in occupation of the premises after expiry of the secondary lease period, this agreement shall continue on a month to month basis on the same terms contained in the Agreement but subject to escalations in the rental 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. 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 lease 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 adjustment date, 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 VAT 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. Where the lessee uses the premises for a purpose other than its intended purpose, the onus shall rest on the lessee to obtain and maintain all necessary permits and/or consents for the use of the premises for that purpose.

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

7. OCCUPATION OF THE PREMISES

7.1. The lessor 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;

8.2. The lessee shall in writing accept that the lessor has complied with terms of the agreement and that the building is ready and available and ready for use.

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 (or such longer period as may be reasonably necessary to repair the defects) repair the defect(s).
- 8.5. The lessor shall furnish dates and times at least fourteen working (14) days prior to the termination of the agreement for the inspection of the premises after termination of the agreement. Within 14 days after the expiry of this agreement, the lessor shall ensure that the following lists are compiled and delivered to the lessee:
- 8.5.1. A list of all the items where the parties agree that such items are damaged or defective and that the lessee is liable; and
- 8.5.2. 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.
- 8.6. The items recorded in the list contemplated in clause 8.5.2 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.
- 8.7. 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

- 9.1. 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:
- 9.2. 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 expected; or
- 9.3. 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 9.2 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 sewerage consumed on the premises for the duration of this agreement. Electricity and/or water and/or sewerage consumed shall be charged according to the relevant meter reading, provided that the consumption of water, electricity and sewerage 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 and shall be directly responsible for payment of these charges and any connection fees and deposits in respect thereof.
- 10.4. 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.
- 10.5. Should the lessor fail to pay expenses or to undertake repairs for which the lessor is liable in terms of this agreement, 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 (if and to the extent agreed between the parties) and to recover the amounts thus disbursed from the rental due to the lessor by set off (if and to the extent agreed between the parties) or by legal action. A certificate by the lessee of such expenses shall be *prima facie* proof thereof.

11. OBLIGATIONS OF THE LESSOR

- 11.1. In addition to any other obligations contained in this agreement, the lessor shall be responsible for:
 - 11.1.1. The payment of assessment rates, taxes and fixed municipal levies;
 - 11.1.2. Insuring the building as provided for in clause 13 below;
 - 11.1.3. 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;
 - 11.1.4. Landscape maintenance of the premises, if applicable;
 - 11.1.5. Providing, at the lessor's expense, all electric, fluorescent, and incandescent light bulbs required in the premises;
 - 11.1.6. 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;
 - 11.1.7. 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;

- 11.1.8. 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;
- 11.1.9. 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;
- 11.1.10. Water and electricity consumption to the extent that these are not separately metered for the lessee;
- 11.1.11. Municipal rates (existing and future) levied on ownership (including rates increases);
- 11.1.12. Installation and maintenance of the fire extinguishing and fire detection equipment as stipulated in clause 14; and
- 11.1.13. Replacement of floor covering (carpeting etc.) at the expiry of their agreed lifetime which in the case of carpeting is 5 years from the date of installation;
- 11.1.14. Submission of valid annual tax certificate;
- 11.1.15. Compliance with Occupational Health and Safety and Act (Act No. 85 of 1993);
- 11.1.16. Compliance with Department of Labour's applicable standards annually – Certification of Occupation;
- 11.1.17. Quarterly fumigation of the premises. Without prejudice to any rights and/or remedies available to the lessor in terms of this agreement, where any losses, expenses, costs, damages or breakages are attributable to any act or omission of the lessee and/or negligence or wilful intent of the lessee, the lessor shall be entitled to attend to the necessary and recover the reasonable cost thereof from the lessee.

12. OBLIGATIONS OF THE LESSEE

- 12.1. In addition to any other obligations contained in this agreement, the lessee shall:
 - 12.1.1. Not use the premises or allow them to be used, in whole or part, for any purpose other than that of the business;
 - 12.1.2. Take good and proper care of the interior of the buildings;
 - 12.1.3. Be responsible for all reasonable security, manned or otherwise, necessary to protect the premises;
 - 12.1.4. Not cause or commit any unreasonable nuisance on the premises or cause any annoyance or discomfort to neighbours or the public;
 - 12.1.5. Not unreasonably leave refuse or allow it to accumulate in or about the premises;
 - 12.1.6. Refrain from interfering with the electrical, plumbing, or gas installations or systems serving the premises;
 - 12.1.7. Take all reasonable measures to prevent blockages and obstructions from occurring in drains, sewerage pipes and water pipes serving the premises;
 - 12.1.8. 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;
 - 12.1.9. Not be permitted to place such electrical or other signage on the exterior of the premises without the prior written consent of the lessor;



- 12.1.10. 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;
- 12.1.11. 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;
- 12.1.12. Be responsible for the costs of water, electricity and sewerage consumption to the extent that these are separately metered as fully set out in clause 10 above; and
- 12.1.13. Be responsible for the costs of refuse removal and sanitary services.

13. INSURANCE

- 13.1. The lessor shall comprehensively insure the property and the building, and the lessor's 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 of the insurance policy will be communicated in writing to the lessee from time to time.
- 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 reasonably been prevented by the lessor.
- 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 reasonably been prevented on the part of the lessor.

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 No. 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 No. 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 who shall not be obliged to compensate the lessee in respect of such alterations and/or additions. Where the lessee has given its prior written consent to any alteration or addition and such alteration or addition has become an immovable part of the building or premises and has added value to the building or premises, the lessor shall not be obliged to compensate the lessee in respect thereof unless otherwise agreed between the parties prior to such alteration or addition being made.
- 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 unless the destruction of the premises is due to the wilful intent or negligence of the lessee and/or occupant.
- 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 unless the destruction of the premises is due to the wilful intent or negligence of the lessee and/or occupant in which case only the lessor shall be entitled to terminate this agreement as directed above.
- 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 provided that the damage



or destruction is not due to the wilful intent or negligence of the lessee and/or occupant in which case the lessee shall not be entitled to a reduction in rental as contemplated herein and shall remain liable for the full rental.

- 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. MANAGEMENT RULES

- 18.1. The lessee shall comply with all management rules as may be prescribed by the lessor from time to time provided that they are fair, reasonable and justifiable.

19. LESSORS RIGHT OF ENTRY AND CARRYING OUT OF WORKS

- 19.1. The lessor's representatives, agents, servants and contractors may at reasonable times and on reasonable notice (save for the in the event of an emergency), 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.

20. CESSION, ASSIGNMENT AND SUB-LETTING

- 20.1. The lessee shall not, except with the prior written consent of the lessor, which shall not be unreasonably withheld:
- 20.1.1. cede or assign all or any of the rights and obligations of the lessee under this agreement; or
 - 20.1.2. sublet the premises in whole or in part; or
 - 20.1.3. give up possession of the premises or any portion thereof to any third party.

21. NON-WAIVER

- 21.1. 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.
- 21.2. 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.

22. SALE OF PREMISES

- 22.1. 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.
- 22.2. 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.

23. WHOLE AGREEMENT

- 23.1. This is the entire agreement between the parties.
- 23.2. 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.
- 23.3. 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.

24. DOMICILIUM CITANDI ET EXECUTANDI

- 24.1. 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).
- 24.2. Any notice given by one of the parties to the other ("the addressee") which:
- 24.2.1. 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, unless the contrary is proved;
 - 24.2.2. 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
 - 24.2.3. is faxed to the chosen fax number, during ordinary business hours shall be presumed to have been received by the addressee at the time of transmission of the fax, alternatively, if not faxed during normal business hours then at twelve o' clock on the 1st business day following the day on which it was faxed.
- 24.3. Either party shall be entitled, on 14 days' notice to the other, to change the address of his *domicilium citandi et executandi*.

25. WARRANTY OF AUTHORITY

- 25.1. 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.

26. SEVERABILITY

- 26.1. 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.

27. SPECIAL CONDITIONS

27.1. BROAD BASED BLACK ECONOMIC EMPOWERMENT

- 27.1.1. 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 or omission on the part of the Lessor to sustain the broad base black economic empowerment level may, subject to the provisions below, 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.



- 27.1.2. 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.
- 27.1.3. In the event that the Lessor's status level has decreased and-
- 27.1.4. the Lessor has notified the Lessee as required above, the Lessee may, in its sole discretion, elect to give the Lessor 6 months to ensure that its status level reverts to its status level; or
- 27.1.5. the Lessor fails to provide the above mentioned status level certificate or fails to advise the Lessee as is required above, the Lessor shall be in material breach of this agreement and the Lessee may, in addition to any remedy it may have, cancel the agreement and claim the all costs losses and /or damage which it has suffered as a result of having to make less favorable arrangement due to such cancellation.

- 27.2. Should the Lessor, at any time during the lease period, decide to sell the subject property, such agreements must have the effect of sustaining the status level in terms of broad based black economic empowerment as claimed in the accepted tender documents and conditions of tender by the Lessor.

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

WITNESSES

1. 2.
FULL NAME AND SIGNATURE 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. 2.
FULL NAME AND SIGNATURE FULL NAME AND SIGNATURE

.....
SIGNATURE OF LESSEE

.....
FULL NAME

.....
CAPACITY

Duly authorised as per Departmental delegation dated