

**Non Refundable
Tender Charge**
R NIL

Doc No. _____



Real Estate Unit
Procurement Document: Property
**BID OFFER: LEASE OF PREMISES FOR OFFICE ACCOMODATION
AND PARKING WITHIN A 2KM RADIUS FROM 1 PALM BOULEVARD
UMHLANGA RIDGE (GATEWAY THEATRE OF SHOPPING)**

TENDER No : 5E-29421

TITLE: Bid Offer: Lease of premises for office accommodation and parking within a 2km radius from 1 Palm Boulevard, Umhlanga Ridge (Gateway Theatre of Shopping) in extent approximately seven hundred and fifty square metres (750m²) together with a minimum of sixty five (65) onsite undercover parking bays for a period of 3 years.

CLARIFICATION MEETING:

There will be a non-compulsory clarification meeting on the 18th June 2024. Bidders are required to submit email queries related to the bid. All queries will be addressed at the clarification meeting. All questions and answers will be consolidated and posted on eTenders /Municipal website for the benefit of all tenderers by the 4th July 2024.

THE TENDER DOCUMENT TOGETHER WITH 1 SOFT COPY (EITHER DISK OR MEMORY STICK) TO BE SUBMITTED ON OR BEFORE 11 ON THE TENDER CLOSING DATE AT THE FOYER CITY ENGINEERS BUILDING.

Issued date: 7th June 2024

Issued by:

THAPELO MMUSINYANE

HEAD: REAL ESTATE UNIT

199 ANTON LEMBEDE STREET

DURBAN

4001

Contract Details

Tender Number	5E-29421
Contract Title	Bid Offer: Lease of premises for office accommodation and parking within a 2km radius from 1 Palm Boulevard, Umhlanga Ridge (Gateway Theatre of Shopping) in extent approximately seven hundred and fifty square metres (750m ²) together with a minimum of sixty five (65) onsite undercover parking bays for a period of 3 years.
Date of Issue	7 th June 2024

Unit & Department Details

Unit Name	REAL ESTATE
Unit Head's Name	THAPELO MMUSINYANE
Unit Address	199 ANTON LEMBEDE STREET DURBAN 4001
Department Name	LEASEHOLD

Tender Details

Employer (1.1.1.15)	eThekwini Metropolitan Municipality
Collection Address	Tenderers are to download the tender document from the National Treasury and eThekwini Municipality's website. https://etenders.treasury.gov.za / https://www.durban.gov.za
Office Hours	08:00 to 12:30 and 13:15 to 15:15
Tender Charge	R NIL
Manager Name	A. Moodley
Managers Tel	031 3114328 (t)
Managers Fax	031 311 4893 (f)
Managers Email	anushai.moodley@durban.gov.za
Site Inspection Type	N/A
Site Inspection Place	N/A
Site Inspection Date	N/A
Site Inspection Time	N/A
Delivery Place	Municipal Centre, 166 K.E. Masinga Road (Formerly Old Fort Road)
Closing Date	12 th July 2024
Delivery Date	N/A
Delivery Time	at or before 11:00
Box	and placed in the tender box located in the ground floor foyer
Validity Period	120 days from date of closure
Tender Opening	12 th July 2024

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SECTION 1: GENERAL INFORMATION**PART E1 : SUBMISSION PROCEDURES****E1.1 : NOTICE AND INVITATION TO SUBMIT A BID OFFER**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (ETHEKWINI METROPOLITAN MUNICIPALITY)					
BID NUMBER	5E-29421	CLOSING DATE	12 July 2024	CLOSING TIME:	11:00 am
DESCRIPTION	BID OFFER: Lease of premises for office accommodation and parking within a 2km radius from 1 Palm Boulevard, Umhlanga Ridge (Gateway Theatre of Shopping) in extent approximately seven hundred and fifty square metres (750m ²) together with a minimum of sixty five (65) onsite undercover parking bays for a period of 3 years.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ENTER INTO A LEASE AGREEMENT WITH ETHEKWINI METROPOLITAN MUNICIPALITY.					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT MUNICIPAL CENTRE, 166 K.E. MASINGA ROAD (formerly Old Fort Road) AND PLACED IN THE TENDER BOX LOCATED IN THE GROUND FLOOR FOYER.

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSMILE NUMBER	CODE		NUMBER		
EMAIL ADDRESS					
VAT REGISTRATION					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:					
Anushai Moodley (TEL Number 031 311 4328; email address: anushai.moodley@durban.gov.za).					

All tenders must be submitted on official tender documentation issued (in electronic format) by the eThekweni Municipality from:

- the National Treasury's eTenders website (<https://www.etenders.gov.za/>), or
- the eThekweni Municipality's website (<https://www.durban.gov.za/pages/business/procurement>).

Electronically downloaded documentation should be printed by the tenderer.

Tenderers are required to be registered on the **National Treasury Central Supplier Database** (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

Registration on the **eThekweni Municipality's Database** can be done via website: <https://ethekwinivendor.durban.gov.za/>

Tenderers should ensure that tenders are delivered timeously to the correct address as stated in the Conditions of Tender. If a tender is late, it will not be accepted for consideration.

The Municipality will consider a tender submitted in response to this request for tender to be an offer from your company to perform the supply on the basis of that tender. Accordingly, please review the attached General and Special Terms and Conditions which will form the basis for any supply arrangement entered into between the Municipality and your company.

The Municipality is seeking tenders from potential suppliers only and makes no representation or promise in relation to procuring work from a supplier or suppliers. The Municipality will not be responsible for any costs associated with preparing and submitting a tender.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

The successful tenderer will be required to fill in and sign a written Contract Form (MBD 7).

NB: NO TENDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE
(as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(Failure to do so may result in your tender being disqualified)**

Name of Tenderer:

Postal Address:

Street Address:

E-Mail Address:

Telephone Number:

-

-

Cell phone Number:

Facsimile Number:

Circle Applicable

Is your entity registered on the **eThekwini Municipality's supplier database?**

YES / NO

• **If YES insert** your PR Number:

PR

Is your entity registered on the **National Treasury Central Supplier Database (CSD)?**

YES / NO

• **If YES, insert** your MAAA Number:

MAAA

Insert a SARS Tax Compliance Status PIN

.....

Is your entity VAT registered?

YES / NO

• **If YES insert** Vat Registration Number:

.....

Has a **Declaration of Municipal Fees** been submitted?

YES / NO

Has a **Declaration of Interest** (MBD 4) been submitted?

YES / NO

Has a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted?

YES / NO

Has a **Preference Points Claim** (MBD 6.1) been submitted?

YES / NO

Has a **Declaration of Bidder's Past SCM Practices** (MBD 8) been submitted?

YES / NO

Has a **Certificate of Independent Bid Determination** (MBD 9) been submitted?

YES / NO

Are you the accredited representative in South Africa for the goods / services / works offered? **If YES, enclose proof** at the back of the tender submission.

YES / NO

Signature of Tenderer: Date:

Name / Surname: (in block capitals)

Capacity under which this tender is signed:

E1.2: SUBMISSION DATA**E1.2.1 STANDARD CONDITIONS FOR THE REQUEST FOR BIDS**

The conditions applicable to this call for request for bids of tender are the Standard Conditions for the calling for the request for bids.

The Standard Conditions for the calling for the request for bids make several references to the Submission Data for details that apply specifically to this submission. The Submission Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions for the calling for the request for bids.

E1.2.2 SUBMISSION DATA

Each item of data given below is cross-referenced to the clause in the Standard Conditions for the calling for the Request for Bids.

H.1.1 The employer : The Employer is the eThekweni Municipality as represented by Head: Real Estate Unit

H.1.2 Tender documents

- 1) The documents associated with the calling for request for bids issued by the employer comprise:
 - E1 SUBMISSION PROCEDURES**
 - E1.1 Notice and invitation to submit a request for bids
 - E1.2 Submission Data
 - E2 RETURNABLE DOCUMENTS**
 - E2.1 List of Returnable Documents
 - E2.2 Submission Schedules
 - E3 INDICATIVE SCOPE OF LEASE**
 - E3.1 Lease specifications
- 2) In addition Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in the this document as they are essential for the Tenderer to get acquainted with, the implementation of preferential procurement policies and participation of targeted enterprises and labour.
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, including the Covid -19 regulations
 - The Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

H.1.4 The Employer Representative is: A. Moodley Tel: 031 3114328 (t) , Email: anushai.moodley@durban.gov.za

H.2.1 Eligibility : A Tenderer will not be eligible to submit a tender if:

- (a) The Tenderer does not comply with the legal requirements stated in the MSCM Regulations;
- (b) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

H.2.2 Making a submission : The Employer's address for delivery of tender offers is contained in the request for bids.

Identification details to be shown on each tender offer package are:

Contract No. : 5E-29421

Bid Offer: Lease of premises for office accommodation and parking within a 2km radius from 1 Palm Boulevard, Umhlanga Ridge (Gateway Theatre of Shopping) in extent approximately seven hundred and fifty square metres (750m²) together with a minimum of sixty five (65) onsite undercover parking bays for a period of 3 years.

H.2.3 Closing time : The closing date and time for submissions is: 12th July 2024 at or before 11:00

Telephonic, telegraphic, telex, facsimile or e-mailed submissions offers will not be accepted.

H.3.1 Evaluation of responsive submissions : All respondents who submit responsive submissions and:

- 1)
 - a) submit an original valid Tax Clearance Certificate / SARS PIN number issued by the South African Revenue Services or have made arrangements to meet outstanding tax obligations;
 - b) do not have any of their directors/shareholders listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
 - c) have not abused the Employer's Supply Chain Management System or have failed to perform on any previous contract and have been given a written notice to this effect;
 - d) have completed the Compulsory Enterprise Questionnaire and who are considered by the Employer not to have any conflicts of interest which may impact on their ability to perform the proposed contract in the best interests of the Employer or potentially compromise the tender process and are free of persons in the state who are not permitted to submit tenders or to participate in the contract; and
- 2) Meets all necessary requirements as indicated under the scope of works will be invited to submit tender offers.
- 3) It is also to be noted that the municipality has also identified possible buildings and that these property owners will also be invited to submit offers.

The additional conditions of submission are:

H.3.2 Prohibition on awards to persons in the service of the state : Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity may not make any award to a person:

- (a) Who is in the service of the State;
- (b) If that person is not a natural person, of which a director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or a municipal entity.

Should a contract be awarded, and it is subsequently established that Clause 44 has been breached, the Employer shall have the right to terminate the contract with immediate effect.

SECTION 2: RETURNABLE DOCUMENTS

PART E2 : RETURNABLE DOCUMENTS

E2.1 : LIST OF RETURNABLE DOCUMENTS

E2.1.1 General

The submission document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

The respondent is required to complete each and every Schedule and Form listed below to the best of his / her ability as the evaluation of submissions will be based on the information provided by the respondent. Failure to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the submission is not responsive

E2.1.2 Returnable Schedules, Forms and Certificates

- (1) Authority of Signatory
- (2) Tax Compliance Status PIN / Tax Clearance Certificate
- (3) Declaration of Municipal Fees
- (4) Declaration with respect to the occupational health and Safety A
Safety Act.
- (5) Municipal Bidding Documents
 - (a) MBD 4: Declaration of Interest
 - (b) MBD 5: Declaration for Procurement Above R10 Million
 - (c) MDB 6.1: Preference Points Claim
 - (d) MBD 8: Declaration of Bidder's Past Supply Chain Management
- (5) Official Tender Form
- (6) Additional Schedules, Forms, or Certificates

E2.1.3 ADDITIONAL SUBMISSION REQUIREMENTS

THE TENDER DOCUMENT TOGETHER WITH 1 SOFT COPY (EITHER DISK OR MEMORY STICK) TO BE SUBMITTED ON OR BEFORE 11 ON THE TENDER CLOSING DATE AT THE FOYER CITY ENGINEERS BUILDING.

E2.1.4

Evaluation Process**2.1.4.1 Price and Preference**

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

The **80/20** preference points system will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified Regulation 4.1.

The **90/10** preference points system will be applied. The Formula used to calculate the **Price Points (max. 90)** will be according to that specified Regulation 5.1.

It is unclear (at the time of advertising) which of the two preference point systems applies. Either the **80/20 or 90/10** preference point system will apply, determined by the price offered by the lowest acceptable tender.

E2.1.5

Preference Point System and Specific Goals

The definitions as per the SCM Policy are applicable.

Preference Points (either 20 or 10) will be derived from points claimed on Returnable Document **MBD 6.1: “Preference Points Claim Form”** (in Section 4 of this procurement document) for the **Specific Goal(s)** as indicated on the table(s) below, and according to the specified **Goal Weightings**.

Ownership Goal

The tendering entity's **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer's claim for **Preference Points**.

Goal Weighting 100%			
Ownership Categories	Criteria	80/20	90/10
Race: Black (w1)	0%	0	0
	>0% and <51%	8	4
	≥51% and <100%	15	7.5
	100%	20	10
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) • Companies and Intellectual Property Commission registration document (CIPC) • CSD report. • B-BBEE Certificate of the tendering entity. • Consolidated B-BBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). • Agreement for a Consortium, Joint Venture, or Trust.			
The Category Weightings of the Ownership Categories will be: • w1 = 100%			

3.1 ADDITIONAL CONDITIONS OF TENDER (ACT)**ACT 1 ELIGIBILITY – CSD REGISTRATION**

Tenderers are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers not so registered, at time of closing of tenders, will not be eligible to submit tenders.

The Tenderer's CSD Supplier Number (starting with "MAAA") is to be provided on the information table in Section 1.

Tenderers who wish to register on the CSD may do so via web address <https://secure.csd.gov.za>.

SECTION 4: RETURNABLE TENDER DOCUMENTS

The required returnable documents are as detailed in “Returnable Schedules, Forms, Certificates” of the Conditions of Tender / Special Conditions of Tender.

- 1) Authority of Signatory
- 2) Tax Compliance Status PIN / Tax Clearance Certificate
- 3) Declaration of Municipal Fees
- 4) Declaration with respect to The Occupational Health and Safety Act
- 5(a) MBD 4: Declaration of Interest
- 5(b) MBD 5: Declaration for Procurement Above R10 Million
- 5(c) MBD 6.1: Preference Points Claim
- 5(d) MBD 8: Declaration of Bidder's Past Supply Chain Management Practices
- 5(e) MBD 9: Certificate of Independent Bid Determination

The Tender Form can be found in [Section 9](#): “Official Tender Form.

PART E2.1.2 : RETURNABLE DOCUMENTS**Table B : Mandatory Minimum Requirements for Rental Office Space**

MANDATORY REQUIREMENT (1)	SUBMIT THE BELOW AS PROOF (1)	COMPLY (Yes/No)
Property Size; Parking Bays and Compliance		
Gross Lettable Area of a minimum of 750m²	Proof of compliance on Property Size and Parking Bays are required. Bidder to attach at a minimum but not limited to the Property prospectus , As Built Drawings, schematic drawing, Local Authority approved plans and photographs for the above requirements.	
A minimum of 65 on site undercover parking bays for exclusive use by the Municipality.		
Adequate and suitable access for people with disabilities in compliance with NBR (National Building Regulations)		
Dedicated disabled parking is either already included in the parking bays requirements or sufficient space is available for conversion for disabled parking.		
Certificates for compliance and clearance	Lifts Certificate (Annexure B: Certificate issued by the Lifts Engineer in line with the requirements of the Department of Labour(SANS 1545-01 2015)	
	Occupation Certificate from Local Authority	
	Electrical COC	
	Fire Clearance Certificate from Local Authority	
Service Level Agreements	Air Conditioning	
	Plumbing	
MANDATORY REQUIREMENT (2)	SUBMIT THE BELOW AS PROOF (2)	COMPLY (Yes/No)
Property Grade		
A or B Grade Office Accommodation (as per SAPOA specifications) with air conditioning and standby generator Definition Grade A: Generally not older than 10 years , unless renovated ; prime location; high-quality finishes ; adequate on site parking ; air conditioning. Grade B: Generally 10 to 20 years old,unless renovated ; accommodation to modern standards ; prime location ; air conditioning ; on site parking.	Attach tabulated current property specification of the proposed building together with a certificate from a registered professional confirming compliance to A/B Grade requirements (As per SAPOA specifications)	
MANDATORY REQUIREMENT (3)	SUBMIT THE BELOW AS PROOF(3)	COMPLY (Yes/No)
Availability		

• Office space to be available from 01 December 2024.	• Written Confirmation availability of Office Building from 01 December 2024.	
MANDATORY REQUIREMENT (4)	SUBMIT THE BELOW AS PROOF (4)	COMPLY (Yes/No)
Property Location		
• Property must be located within a maximum distance of 2km from 1 Palm Boulevard, Umhlanga Ridge (Gateway Theatre of Shopping)	• GPS Co-ordinate or Location Map indicating the location	
• Property must be conducive to a Professional Working Environment • If proposed premises has multi tenants , such tenants must be compatible with the municipality's mission, vision .	• Names and detail of tenants and their businesses.	
MANDATORY REQUIREMENT (5)	SUBMIT THE BELOW AS PROOF (5)	COMPLY (Yes/No)
Confirmation of Property Ownership and documentary confirmation that representative is duly authorised (if applicable)		
• Bidder to provide proof of ownership for the premises or written confirmation that you are able to lease the premises on behalf of the registered owner.	• Copy of deed document.	
	• Copy of the signed mandate agreement/ company resolution/power of attorney (if applicable)	

Note:

• **Failure to comply in any of the above minimum requirements and submit the required supporting documentation will result in your bids being disqualified without further consideration.**

• **Should it be found that Bidders submission is false, they will be automatically disqualified from evaluation.**

- **MANDATORY CRITERIA**

- The tenderers will be checked if they meet the mandatory requirements. Any tenderer that does not meet any of the mandatory requirement will be deemed non-responsive.
- All responsive tender offers will then be evaluated in accordance with the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (January 2022) using an 80/20 preference point system.

CONSOLIDATED MUNICIPAL BIDDING DOCUMENTS

The following SECTIONS are required to be completed as part of this procurement document

SECTION 4: RETURNABLE TENDER DOCUMENTS

The required returnable documents are as detailed in [Section 2 \(Clause 4\)](#): “Returnable Schedules, Forms, Certificates” of the Conditions of Tender / Special Conditions of Tender.

<u>Section</u>	<u>Description</u>	<u>Required?</u>
1	Authority of Signatory.....	Yes
2	Tax Compliance Status PIN/ Tax Clearance Certificate	Yes
3	Declaration of Municipal Fees.....	Yes
4	Declaration with respect to The Occupational Health and Safety Act	Yes
5(a)	MBD 4 : Declaration Of Interest	Yes
5(b)	MBD 5 : Declaration for Procurement Above R 10 Million	No
5(c)	MBD 6.1 : Preference Points Claim	Yes
5(d)	MBD 8 : Declaration of Bidder’s Past Supply Chain Management Practices.....	Yes
5(e)	MBD 9: Certificate of Independent Bid Determination	Yes

NOTES

MBD4. MSCM Regulations: “**in the service of the state**” means to be:

- (a) a member of –
 - (i) any municipal council.
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces.
- (b) a member of the board of directors of any municipal enterprise.
 - (c) an official of any municipality or municipal enterprise.
 - (d) an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
 - (e) a member of the accounting authority of any national or provincial public enterprise; or
 - (f) an employee of Parliament or a provincial legislature.

“**Shareholder**” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

MBD9. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

The Tender Form can be found in Section 9: “Official Tender Form”, and any additional schedules, forms, certificates can be found in Section 10: “Annexures”.

CERTIFICATE OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY		CLOSE CORPORATION		PARTNERSHIP		JOINT VENTURE		SOLE PROPRIETOR	
Refer to Notes at the bottom of the page									

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for **Contract No. 5E-29421** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

The following documents must be attached to the back inside cover to this procurement document:

If a Company : a "Resolution of the Board" in this regard.

If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

2) TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered on the information table in **SECTION 1: GENERAL INFORMATION**.

Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.

Failure to include the required document will make the tender submission non-responsive.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

3) DECLARATION OF MUNICIPAL FEES

I, the undersigned, do hereby declare that the Municipal fees of

.....
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

Account

Account Number: to be completed by tenderer.

Consolidated Account No.

--	--	--	--	--	--	--	--	--	--	--	--	--

Electricity

--	--	--	--	--	--	--	--	--	--	--	--	--

Water

--	--	--	--	--	--	--	--	--	--	--	--	--

Rates

--	--	--	--	--	--	--	--	--	--	--	--	--

Other

--	--	--	--	--	--	--	--	--	--	--	--	--

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekweni Municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

Tenderers are to be include, at the back of their tender submission document, a printout of the above account's and or agreements signed with the municipality.

Failure to include the required document will make the tender submission non-responsive.

NAME (Block Capitals):

Date

SIGNATURE:

.....

.....

4) DECLARATION WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT**Definitions**

The Act: The Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and any associated / applicable Regulations.

Declaration by Tenderer

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Act.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the work / supply / services under this contract in compliance with the Act, and the Employer's / Purchaser's / Client's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide on request a suitable and sufficiently documented Health and Safety Plan which plan shall be subject to approval by the Employer / Purchaser / Client.
4. I hereby confirm that adequate provision has been made in my tendered rates to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act, and that I will be liable for any penalties that may be applied by the Employer / Purchaser / Client for failure to comply with the provisions of the Act.
5. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer / Purchaser / Client will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer / Purchaser / Client.

NAME (Block Capitals):**Date****SIGNATURE:**

5(a) MBD 4: DECLARATION OF INTEREST**NOTES**

MSCM Regulations: “in the service of the state” means to be:

- (a) a member of:
 - (i) any municipal council.
 - (ii) any provincial legislature.
 - (iii) the national Assembly or the national Council of provinces.
- (b) a member of the board of directors of any municipal enterprise.
- (c) an official of any municipality or municipal enterprise.
- (d) an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999).
- (e) a member of the accounting authority of any national or provincial public enterprise.
- (f) an employee of Parliament or a provincial legislature.

“Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

- 1 No bid will be accepted from persons **in the service of the state**.
- 2 Any person, having a kinship with persons **in the service of the state**, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to **persons in service of the state**, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

3.8 Are you presently in the service of the state?

If yes, furnish particulars:

.....

3.9 Have you been in the service of the state for the past twelve months?

If yes, furnish particulars:

.....

Circle Applicable

YES

NO

YES

NO

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES

NO

If yes, furnish particulars:

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES

NO

If yes, furnish particulars:

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES

NO

If yes, furnish particulars:

.....

.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES

NO

If yes, furnish particulars:

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

YES

NO

If yes, furnish particulars:

.....

.....

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

5(c) MBD 6.1: PREFERENCE POINTS CLAIM
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

1.0 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).
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the **80/20 preference point system**.
- 1.2 The applicable preference point system for this tender is the **90/10 preference point system**.
- 1.2 **Either the 80/20 or 90/10 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the applicable system once tenders are received.
- 1.3 Preference Points for this tender shall be awarded for:
- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
 - The total Preference Points, for Price and Specific Goals, is 100.
- 1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the (Special) Conditions of Tender for claiming **Specific Goal** preference points, will be interpreted that preference points for **Specific Goals** are not claimed.
- 1.5 The Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard of preferences, in any manner required by the Municipality.

2.0 DEFINITIONS

- 2.1 **“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.
- 2.2 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.
- 2.3 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- 2.4 **“tender for income-generating contracts”** means a written offer in the form determined by Municipality 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 Municipality and a third party that produces revenue for the Municipality, 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.
- 2.5 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

<u>80 / 20 Points System</u>	OR	<u>90 / 10 Points System</u>
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$		$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

4.0 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 **points claimed** for the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:

4.2 In cases where the municipality intends 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, the municipality 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 municipality must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Preference Points (either 20 or 10) will be derived from points claimed on Returnable Document **MBD 6.1: "Preference Points Claim Form"** (in Section 4 of this procurement document) for the **Specific Goal(s)** as indicated on the table(s) below, and according to the specified **Goal Weightings**.

Ownership Goal

The tendering entity's **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer's claim for **Preference Points**.

Goal Weighting 100%			
Ownership Categories	Criteria	80/20	
Race: Black (w1)	0%	0	
	>0% and <51%	8	
	≥51% and <100%	15	
	100%	20	
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) - Companies and Intellectual Property Commission registration document (CIPC) - CSD report. - B-BBEE Certificate of the tendering entity. - Consolidated B-BBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). - Agreement for a Consortium, Joint Venture, or Trust.			
The Category Weightings of the Ownership Categories will be: w1 = 100%			

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

1.0 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).
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the (Special) Conditions of Tender for claiming **Specific Goal** preference points, will be interpreted that preference points for **Specific Goals** are not claimed.

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

2.0 DEFINITIONS

2.1 “**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.

2.2 “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 “**tender for income-generating contracts**” means a written offer in the form determined by Municipality 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 Municipality and a third party that produces revenue for the Municipality, 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.

2.5 “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

<u>80 / 20 Points System</u>	OR	<u>90 / 10 Points System</u>
$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin}\right)$		$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin}\right)$

Where:

Ps = Points scored for price of tender under
consideration Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

3.2 DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

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

<u>80 / 20 Points System</u>	OR	<u>90 / 10 Points System</u>
$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax}\right)$		$Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax}\right)$

Where:

Ps = Points scored for price of tender under
consideration Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4.0 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 **points claimed** for the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:

4.3 In cases where the municipality intends 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, the municipality must, in the tender documents, stipulate in the case of:

- (c) 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
- (d) 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 municipality 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.**Tenderers are to indicate their points claim for each of the Specific Goals.**

The Specific Goals to be allocated points in terms of this tender	Number of points ALLOCATED (80/20 system)	Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (Black)	20	n/a?		n/a?
Should the municipality apply a combination of Specific Goals, the points for the individual goals will be weighted according to the Goal Weightings specified in the Tender Data to arrive at the final points for Preferential Points for Specific Goals .				

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

- 1) The information furnished is true and correct.
- 2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 3) 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.
- 4) 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.

NAME (Block Capitals):

Date

SIGNATURE:

5(d) MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- a) abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - b) been convicted for fraud or corruption during the past five years.
 - c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

- 4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

- 4.1.1 If YES, provide particulars.

.....

.....

- 4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.

- 4.2.1 If YES, provide particulars.

.....

.....

- 4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

- 4.3.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

YES	NO
-----	----

YES	NO
-----	----

- 4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

YES

NO

- 4.4.1 If YES, provide particulars.

.....

.....

- 4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

YES

NO

- 4.5.1 If YES, provide particulars.

.....

.....

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

5(e) MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**NOTES**

- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
- ² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**¹ invited.
- 2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or **bid rigging**).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4.0 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of **bid rigging**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation).
 - (c) methods, factors or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid.
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. 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.

NAME (Block Capitals):

Date

SIGNATURE:

SECTION 3: SCOPE OF LEASE**PART E3 : INDICATIVE SCOPE OF LEASE****E3.1 LEASE SCOPE AND SPECIFICATIONS**

Lease of premises for office accommodation and parking within a 2km radius from 1 Palm Boulevard, Umhlanga Ridge (Gateway Theatre of Shopping) in extent approximately seven hundred and fifty square metres (750m²) together with a minimum of sixty five (65) onsite undercover parking bays for a period of 3 years.

Facilities Requirements		
Item No	Description	Specification
1.	Property Size	Gross Rentable Area of approximately 750m ²
2.	Property Grade	A/ B Grade (per SAPOA specification)
3.	Location	Within a 2km radius from 1 Palm Boulevard, Umhlanga Ridge (Gateway Theatre of Shopping)
4.	Number Boardrooms and capacity	The following is required with the following carrying capacity A minimum one large boardroom to accommodate 20 people.
5.	Parking facilities	Bid offer should have a detailed layout of the parking areas as detailed in functionalilty. A minimum of sixty five (65) onsite undercover parking bays on site. Dedicated disabled parking is either already included in the minimum parking bays or sufficient space is available for conversion to Disabled parking.
6.	Lifts	Adequate passenger and service Lifts which are fully operational and regularly maintained to provide access to the leased areas.
7.	Electrical	Compliance: An electrical compliance certificate covering the leased area is to be provided by an accredited person. Power Points: Offices and other rooms where electrical equipment and appliances can be used shall be provided with adequate outlets. One dedicated/clear computer power point and one normal power point shall be provided per 8m ² or part thereof of office accommodation. Lighting: Adequate lighting to be provided to the leased areas including all toilets, kitchens, around the exterior of building and to all parking areas, pathways, staircases etc. Back up generator: Fully functioning backup generator to power up leased areas including passages, stairs, lifts.
8.	Security	The following security measures shall be complied with:- CCTV Cameras All entrances and exit points to the building which shall be limited to the minimum must afford entry through one or more access control points which must have a security officer present.
9.	Building Compliance	The following certification of compliance must be in place: Mechanical , Electrical , Plumbing, Approved building plans by the Local Authority, Occupation certificate, Fire Fighting equipment, Fire

		Clearance certificate from the Local Authority, Airconditioning Certificate .
10.	Kitchens	With built in cupboards and sink and hot water / geyser/ hydroboil
11.	Stock Room	Approximately 1 stock room
12.	Filing Room	Approximately 1 stock room
13.	Reception	Must be able to accommodate reception area
14.	Ablution for Males and Females	The bidder shall provide fully functional new or fully refurbished ablution facilities including facilities for physical challenged persons that meet the OHS Act requirements, if the ablutions are shared by multi companies , the landlord is to provide cleaning services.
15.	Technology and Communication	Power supply to be connected and distributed through the building. Provision to be made for telecommunication lines within the building.
16.	Health and Safety	Building must comply with the required standards , OHS etc , and should have Firefighting equipment in terms of the Fire Requirements (fire extinguishers, fire hoses, fire escape doors and smoke detectors etc.) and these should be maintained and serviced regularly by the Landlord .
17.	Maintenance	Bid offer should clearly specify the responsibilities of the Landlord around maintenance issues (air conditioning units, fire equipment , lifts , electricity , fumigation, plumbing work, day to day maintance of the building, etc) 1. The offices premises (interior and exterior) to be fully serviced and maintained by the Landlord; 2. Turn-around time to be clearly stated on maintenance and repair work by the Landlord; the municipality reserves the right to negotiate the turnaround times should it be not satisfactory.
18.	Building Support Services	Services must be available on occupation; Water ; Electricity ; Sanitation and refuse removal
19.	Lease Agreement	Pro Forma Lease Agreement is attached to the bid documents
20.	Occupation date	01 December 2024

Methodology

The interested Bidders must outline the methodology it intends adopting to meet the deliverables specified above and demonstrate in their bid;

- To clearly demonstrate how they can provide the Scope of Services required by the Municipality tabled along with any supporting information.

KINDLY NOTE THAT FAILURE TO EXPRESSLY COVER THIS IN YOUR BID WILL RESULT IN YOUR BIDS BEING REJECTED WITHOUT FURTHER CONSIDERATION.
SECTION 4: EVALUATION CRITERIA

SECTION 4: EVALUATION CRITERIA

PART E4 : EVALUATION CRITERIA PROCEDURE

Bids which satisfy the mandatory minimum requirements will be evaluated using a two-stage evaluation process as follows:

Stage 1	Bids will be evaluated in order to establish whether they meet a minimum threshold score of 70 points out of 100 for functionality, based on the overall criteria. Bidders who failure to achieve a minimum of 70 points will not be considered for further evaluation in terms of price and preference points.
Stage 2	Price and Preference Point System with Specific Goals

The procedure for evaluation of responsive Tender Offers will be in accordance with the the Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (January 2022).

The procedure for the evaluation of responsive tenders is Price and Preference, with Functionality.

Price and Preference

- The **80/20** preference points system will be used where the financial value (incl. VAT) of one or more responsive tender offers have a value that equals or is less than R 50,000,000. The **Price Points** formula and allocated **Preference Points** will be according to the above specified PPPFA Regulations.

Functionality

- The minimum number of evaluation points for Functionality is 70.
- The Functionality Criteria / Sub-Criteria and maximum score in respect of each of the Criteria are as follows:

STAGE 1:

FUNCTIONALITY	MAX POINTS
PROPERTY INFORMATION AND BUILDING GRADING	
Bid proposal should clearly outline the following : • Physical address, Erf numbers, GPS Location = 1 Point • Information confirming ownership and functions of all role players to the offer (i.e Copy of the Title Deed, Service Level Agreement with Property Manager, Mandate with Leasing Agent etc)= 1 Point • Breakdown of Monthly Rental Rate Calculation = 3 Points • Breakdown on details of tenants installation allowance.(Bidder to specify whether it is included on the monthly rate if not shown on the pricing schedule) = 1 Point • If multi tenants, provide names and details of such tenants and their businesses. = 1 Point	7
LOCATION	
Accessibility from 1 Palm Boulevard, Umhlanga Ridge (Gateway Theatre of Shopping) as a point of reference Points: 0 km to 500 m = 15 Points 500 m to 1 km = 10 Points 1 km to 1.5 km = 7 Points 1.5 km to 2 km = 5 Points	15

PARKING	
A minimum of sixty five (65) onsite undercover parking bays on site Points: 70 to 75 parking bays = 10 Points 65 to 70 parking bays = 7 Points	10
SECURITY	
Bid proposal should clearly outline the provision of security features of the building , including : • 24 hour security provided at each entry and exit point with a security officer present. 1 point • CCTV monitoring systems. 1 point • Building access controlled by adequate mechanisms eg. Turnstalls; Gate or Bio metrics etc. 3 points Points : Yes to all 3= 5 points Yes to 2 = 4 Points (must include building access control	5
PARAPLEGIC ACCESSIBILITY FOR OFFICES AND BUILDING	
Adequate provision for people with disabilities in compliance to the relevant Acts to access offices and the building is required. Paraplegic toilets are to be provided in terms of NBR (National Building Regulations) Points : Tabulate existing provisions made for people with disabilities in the proposed premises for leasing (i.e ramps, wheelchair friendly toilets , lifts if not single storey) Accessibility for Public Use = 3 Points The Municipality's Internal Office Space = 2 Points No = 0 points	5
TECHNOLOGY & COMMUNICATION	
Power supply is to be connected to the building and distributed to all parts to accommodate easy tenant fit out. Provision is made for the connection of telecommunication so that this can easily be distributed through the office areas. Provision of standby power is mandatory from a back up generator. Points: Power connected and facilities provided : Standby Power Supply = 3 Points Power Supply connected to the building and distributed to all parts of the premises to be leased = 2 Points Provision for Telecommunication connection = 2 Points If there is no Power Supply connected to the building and distributed to all parts to be leased the Bidder will be scored zero for this section regardless of whether telecommunication and standby power requirement is met . Bidder is to indicate in the bid proposal the three items . No indication , no scoring.	7
SPACE FOR REQUIRED OFFICE	
The space needs to be suitable for the for intended use. The usable office area needs to be appropriate shape that can accommodate the required offices. All spaces will need sufficient natural light and ventilation .(it is also preferred that the space is empty , not requiring any demolitions, at the commencement of the lease) Points: Suitability of required Office Space: • The space is of an appropriate shape that can accommodation required offices = 5 Points.	30

• The space has natural light all around = 2 Points • Adequate ventilation either by natural/mechanical means = 2 Points • Existing Boardroom that can accommodate a minimum 20 people = 5 Points • Reception area/s, water dispenser , Municipality Marketing and Decorative items = 3 Points • Kitchen with Built in Cupboards and Sink = 3 Points • Dedicated Male and Female Ablutions in provisison for people with disabilities = 5 Points • No demolition are required prior to office fit out = 5 Points Note: Above points will be allocated for the proposed buildngs that meet the above requirements at the time of bid submission .Submit proof thereof .	
HEALTH AND SAFETY	
Building must comply with the required standards. Occupational Health and Safety etc.; and should have firefighting equipment in terms of fire requirments (fire extinguishers, fire hoses, fire escape doors,smoke detectors) and there should be maintained and serviced regularly by the Landlord. Prior to occupation , the building is to be fumigated by a specialist against any kind of pests , insects , etc. and the landlord must provide proof that the building was fumigated . Proof of covid 19 protocols entrance screening and access control Points: Confirmation provided: Yes = 6 points No = 0 Points	6
MAINTENANCE	
Bid offer should include a clearly defined maintenance plan, setting out the Landlord's responsibility around maintenance issues (air conditioning units , fire equipment, lifts , electricity , fumigation , plumbing work, day to day maintenance of the building , geyser , pest control , cleaning services etc) • The office premises to be fully serviced and maintained by the Landlord; • Turn-around time to be clearly stated on maintenance and repair work by the Landlord; Points: Submission of a clearly defined Maintanance Plan itemizing the role and responsibility of the Landlord Maintenance plan provided; Yes = 10 Points No = 0 Points	10
BUILDING SUPPORT SERVICES	
The following services must be available : • Water ; • Electricity • Sanitation Points Confirmation provided: Yes = 5 Points No = 0 Points Submit proof for allocation of points i.e Municipal Bills etc.	5
Threshold (minimum score required 70 Points)	
Total	100

STAGE 2: EVALUATION

2.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

2.1 PROCUREMENT OF GOODS AND SERVICES

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

<u>80 / 20 Points System</u>	OR	<u>90 / 10 Points System</u>
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$		$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

3.0 POINTS AWARDED FOR SPECIFIC GOALS

- 3.1 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 **points claimed** for the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 3.2 In cases where the municipality intends 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, the municipality must, in the tender documents, stipulate in the case of:
- (c) 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
 - (d) 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 municipality 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.

Tenderers are to indicate their points claim for each of the Specific Goals.

The Specific Goals to be allocated points in terms of this tender	Number of points ALLOCATED (80/20 system)	Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (Black)	20	n/a?		n/a?
Should the municipality apply a combination of Specific Goals, the points for the individual goals will be weighted according to the Goal Weightings specified in the Tender Data to arrive at the final points for Preferential Points for Specific Goals .				

SECTION 5: BID OFFER

PART E5 : ACCOMODATION AND PRICING

ACCOMMODATION PARTICULARS

PROPERTY PARTICULARS	(Please provide full details)
Address building	
Market value of the building	
Municipal valuation of building	
Gross floor area of accommodation	M²
Number of parking bays	
Date accommodation may be occupied	
Commencement date of leases	
Lease period	
Valued Added Tax number	
Age of Building	

PRICING SCHEDULE

Office Rental	Total Square meters / No	Rate/m2 / Bay (Vat Excl)	Monthly Costs	YEAR 1	YEAR 2	YEAR 3
Office size available						
Costs for Office Rental			R	R	R	R
No. Parking bays available						
Costs for Parking Bay			R	R	R	R
Percentage escalation					%	%
Total Costs for Office Rental			R	R	R	R
Other Costs						
Operating costs						
Breakdown of operating costs:						
1.			R	R	R	R
2.				R	R	R
3.				R	R	R
4.				R	R	R
5.				R	R	R
Percentage escalation					%	%
Total Costs for Operating cost			R	R	R	R

Note : Please refer to the attached draft lease agreement

Tenant Fit out / installation allowance	R
Beneficial Occupation	

Total for Office Rental for 3 years:	R
Total for Operating Costs for 3 years:	R
Less the tenant fit out allowance value:	R
Subtotal	R
Vat @ 15%	R
TOTAL BID PRICE (inclusive of VAT)	R

Total bid offer in rand value: _____

Value written in words: _____

Bidder Signature: _____

Provision of Rentable Office Space for Ethekwini Municipality.

SECTION 6: PRO FORMA CONDITIONS FOR LEASE CONTRACT



**ETHEKWINI MUNICIPALITY STANDARD LEASE AGREEMENT FOR OFFICE
ACCOMMODATION**

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LEASE

1. PARTIES

The parties to this agreement are:

the lessor specified in item 1.1 of Schedule A,

AND

eThekwini Metropolitan Municipality, represented by the City Manager of eThekwini Metropolitan Municipality or his/ her delegate duly authorised, hereinafter referred to as the lessee.

2. DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

"lessee" - eThekwini Metropolitan Municipality, herein represented by the City Manager of the eThekwini Metropolitan Municipality or duly authorised delegate acting on behalf of any government department or entity as the occupant;

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

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

"occupant" — the body defined in item 1.2 of Schedule A, being the body which with physically

occupy the premises for the duration of the agreement of the lease;

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

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

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

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

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

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

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

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

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

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

- 2.2 The clause headings of this agreement have been inserted for reference purposes only and shall not be taken into account in its interpretation. Unless the context indicates otherwise, words importing the singular shall include the plural, words importing persons shall include bodies corporate, and, in each instance, also the opposite thereof.
- 44.3 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 definition's clause.
- 2.4 Any reference to an enactment, regulation, rule or by-law is to that enactment, regulation, rule or by-law as at the signature date, and as amended or replaced from time to time.
- 2.5 Where any number of days is prescribed, such number shall exclude the first and include the last day, unless the last day falls on a Saturday, Sunday or public holiday in South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.6 The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording succeeding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s.
- 2.7 The expiration or termination of this agreement shall not affect those provisions of this agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding the fact that the clauses themselves do not expressly provide this.
- 2.8 In its interpretation, the *contra proferentem* rule of construction shall not apply (this agreement being the product of negotiations between the parties) nor shall this agreement be construed in favour of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this agreement.
- 2.9 The provisions of this agreement shall be subject to the provisions of the SCC and GCC, to the extent that such conditions are applicable to this agreement.
- 2.10 In the event of a conflict between a provision in this agreement and any provision of the GCC, the provisions in the SCC and this agreement shall prevail.

3. THE LEASE

- 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 the occupation of the occupant, it being specifically recorded and notwithstanding anything to 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 On expiry of the lease period, the lease shall automatically terminate unless the parties agree in writing to an extension of this agreement.
- 4.3 Should the lessee wish to extend this agreement for a further period after the lease period, the lessee shall give the lessor written notice of its intention to extend this agreement by a further period by no later than 6 months prior to the expiry of the lease period. Should the lessor be agreeable to such an extension, the parties will then enter negotiations to agree on the further period of extension and a market related rental for the premises.
- 4.4 The terms and conditions of lease during the lease period and any further lease period as referred to in 4.2 shall be those contained in this agreement.
- 4.5 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.

6. USE OF THE PREMISES

- 6.1 The lessee records that she/he will use the premises for the purpose specified in item 5 of Schedule A and for any legitimate Government purpose: provided that the lessee shall give the lessor not less than (3) three months' notice of such intent.
- 6.2 The lessor hereby warrants and undertakes that the premises are fit for use for the purpose set out in item 5 of Schedule A.
- 45.3 The lessor shall be obliged to obtain such consents and authorisations (excluding trade and other licences) as may be required by competent authorities or title conditions to enable the lessee to use the premises for the purpose referred to in 6.1.
- 6.4 The lessor hereby warrants that all permits, licences and/or consents in respect of the conduct of the business at the premises have been granted and/or renewed.

7. OCCUPATION OF THE PREMISES

- 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 lessee in regard to the removal thereof on termination of this agreement. To the extent that any party does not make the installations listed opposite its name in Schedule C, either of the other parties may have such installations made at the reasonable cost thereof and the party which was responsible for such installation shall become liable for such reasonable amount; provided that where

the lessor does not make such installation and the lessee or occupant makes such installation on its behalf, the lessee shall be entitled to reduce its rental payment due to the lessor until such time as it has recouped its cost in respect of making the installation on behalf of the lessor.

- 8.2 The lessee shall in writing (Certification of Occupation- schedule D) accept that the lessor has complied with terms of the agreement and that the building is ready and available and ready for use, inclusive of the date of occupation.
- 8.3 The lessee shall, within 30 days of occupation of the premises, furnish the lessor with three (3) dates and times, which dates must be within twenty-one (21) days of occupation, to convene a meeting to inspect the premises. The lessor shall accept a date, from those furnished, that is suitable to him. At such meeting the parties, including the occupant, shall jointly inspect the premises, so as to ascertain any damage or defect in the premises and the general condition of the premises and to record them in a list which all three parties shall sign.
- 8.4 The lessor shall within thirty (30) days of such inspection repair the defect(s). The lessee shall be entitled to rectify those defects at its own expense and to recover the costs thus incurred in accordance with procedure laid down in sub-clause 8.1 above
- 8.5 Should the lessor fail to comply with his obligations in respect of installations required by the lessee, if any, or fail to repair the damages or defect(s), the lessee shall notify the lessor of such failure and unless the lessor so complies within fourteen (14) days, save in emergencies, the lessee shall be entitled to rectify those matters at his own expense and to recover the costs thus incurred by means of direct deduction from monies due to the lessor.
- 8.6 The lessor shall furnish dates and times at least fourteen working (14) days prior to the expiry of the lease for the inspection of the premises after termination of the lease. Within 14 days after the expiry of this agreement, the lessor shall ensure that the following lists are compiled and delivered to the lessee:
 - 8.6.1 A list of all the items where the parties agree that such items are damaged or defective and that the lessee is liable; and
 - 8.6.2 A list of the items, which are damaged, or defective and which in the opinion of the lessor the lessee is liable for, whereas the lessee denies liability.
- 8.7 The items recorded in the list contemplated in clause 8.6.2 shall be replaced as per agreement between the parties. Should the parties fail to reach such an agreement within seven (7) days from the date of delivery of the lists to the lessee, the dispute may by agreement between the parties be referred to an independent professional who shall act as a mediator in an attempt to resolve the dispute.
- 8.8 The lessee shall be liable for a pro rata rental in the event the premises/ part of the premises is not available for use.

9. FIXTURES

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

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

10 EXPENSES, MAINTENANCE AND REPAIRS

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

respect of the premises.

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

11. OBLIGATIONS OF THE LESSOR

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

- 11.1 For the payment of assessment rates and fixed municipal levies not referred to in 10.4 above, including all related increases;
- 11.2 For insuring the premises, including the buildings as provided for in clause 13 below;
- 11.3 For installation and maintenance of mechanical and firefighting equipment, including fire detection equipment, fair wear and tear excepted, as further stipulated in clause 14 hereof;
- 1 1.4 For landscape maintenance of the premises;
- 11.5 To provide, at the lessor's expense, all electric, fluorescent, and incandescent light bulbs required on the property;
- 1 1.6 For the maintenance of, and for all repairs and replacements becoming necessary from time to time in or to, the roofs and outside walls of the buildings including the maintenance and repair of the structure of the buildings, and all systems, works and installations contained therein;
- 1 1.7 For maintaining in good order and condition the exterior, roof, gutters and down-pipes of the premises and shall make good any structural defects, other than damage caused by the lessee, (for which the lessee shall be liable, and in respect of which the provisions of this agreement shall apply);
- 11.8 For normal maintenance and repairs (including painting) of both the exterior and interior of the premises, including the cleaning of the exterior of the premises as well as windows, in a high-rise building;
- 11.9 For the operation (including maintenance and repairs) of the air-conditioning system and the lifts during normal office hours or during such times as may be agreed upon;
- 11.10 For water and electricity consumption to the extent that these are not separately metered for the occupant;
- 11.11 For municipal rates (existing and future) levied on ownership (including rates increases);

- 11.12 For installation and maintenance of the fire extinguishing and fire detection equipment as stipulated in clause 13; and
- 11.13 For the replacement of floor covering (carpeting etc) at the expiry of their agreed lifetime.
- 11.14 For submission of valid annual tax certificate;
- 11.15 Compliance with Occupation Health and Safety and Act.
- 11.16 Compliance with Department of Labour applicable standards annually Certification of Occupation.
- 11.17 Signing of Facilities Management performance schedule specifying maintenance standards and obligation.

12. OBLIGATIONS OF THE OCCUPANT

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

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

13. INSURANCE

- 13.1 The lessor shall comprehensively insure the property and the buildings, and fittings at its replacement value, at the lessor's own risk and cost.
- 13.2 The lessee and the occupant may not after the commencement of the lease do, or allow anything that is contrary to the provisions of the insurance policy, which will cause an increase in the premiums of any insurance policy held by the lessor over the property, provided that the conditions or the insurance policy will be communicated in writing to the lessee. The lessor will communicate the conditions or insurance policy on the premises in writing to the lessee within seven (7) days of the commencement of the lease agreement.
- 13.3 Should the lessee knowingly do or cause to be done anything that causes an increase in the premiums of such insurance policy, the lessee will be liable for the increase in the premiums occasioned by the actions of the lessee. The lessor shall furnish to the lessee proof from the insurer of such increase before any payment shall be due from the lessee.
- 13.4 The lessor shall not be liable for any damage which the lessee may suffer as a consequence of rain, wind, hail, lightning, fire, earthquake, storm, riots, strikes, actions by enemies of the State or in consequence of the interruption of any facility or service supplies to the

premises by third parties, unless such damage could have been prevented by the lessor, his employees or agents.

- 13.5 The lessor shall not be liable for any accident injury or damage incurred by the lessee, his employees, agents or visitors, in or near the premises, unless this could have been prevented on the part of the lessor, his employees or agents.

14. FIRE FIGHTING EQUIPMENT AND LIFTS

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

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

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

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 become an immovable part of the respective building or premises to which it is made and shall thus be owned by the lessor. Where such alteration or addition has added value to the buildings, the lessor shall negotiate with the lessee on the monetary amount to be paid to the lessee for making such alteration or addition.

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

16. DAMAGE TO OR DESTRUCTION OF THE PREMISES

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

- 16.2 In the event of the premises being damaged and remaining partially suitable for the purposes of the lessee, the parties shall be entitled to terminate this agreement by thirty (30) days' notice in writing given to the other party within thirty (30) days after such destruction or damage.

- 16.3 Should no notice in terms of 16.2 above be given, then this agreement shall continue and the lessor shall be obliged to proceed expeditiously with the work of rebuilding the premises. Should the parties continue with the agreement, the lessee shall be entitled to a reduction in rental to the extent to which the lessee is deprived of the full and beneficial use and occupation of the premises until such time as the premises have been rebuilt or reinstated.

- 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.
- 17.3 Should the lessor fail to make available space at the agreed date, the lessor shall be liable to either provide alternative accommodation at no cost to the lessee or reimburse the lessee for the rental payment and all associated ancillary costs incurred.

18. BROAD BASED BLACK ECONOMIC EMPOWERMENT

- 18.1 The lessor shall sustain the status level in terms of broad based black economic empowerment as claimed in the accepted tender documents and conditions of tender for the duration of the lease period. Failure/Neglect omission on the part of the lessor to sustain the broad based black economic empowerment level may constitute a material breach of the agreement. The lessor is obliged to annually, at the expiry date of the initial status level certificate, confirm that the status has been maintained by the provision of a valid certificate indicating their current status level.
- 18.2 In the event that the percentage of such status level decreases, the lessor shall be responsible to notify the lessee thereof, in writing, within 14 days of such change of status level.
- 18.3 In the event that the lessor's status level has decreased and
- 18.3.1 the lessor has notified the lessee as required in terms of 18.2 above, the lessee may, in its sole discretion, elect to give the lessor 6 months to ensure that its status level reverts to its initial status level; or
- 18.3.2 the lessor fails to provide the abovementioned status level certificate or fails to advise the lessee as is required in terms of 18.2 above, the lessor shall be in material breach of this agreement and the lessee may, in addition to any other remedy it may have, cancel the agreement and claim the all costs losses and/or damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

19. MANAGEMENT RULES

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

20. LESSORS RIGHT OF ENTRY AND CARRYING OUT OF WORKS

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

property by those in occupation thereof, and provided further that such rights will be exercised subject to the lessee's specific security requirements relating to the physical security of the property.

21. NAMING RIGHTS

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

22. CESSION, ASSIGNMENT AND SUB-LETTING

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

22.1 cede or assign all or any of the rights and obligations of the lessee under this agreement; or

22.2 sublet the premises in whole or in part; or

22.3 give up possession of the premises or any portion thereof to any third party;

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

23. NON-WAIVER

23.1 Neither party shall be regarded as having waived, or been precluded in any way from exercising, any right under or arising from this agreement by reason of such party having at any time granted any extension of time for or having shown any indulgence to the other party with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of any right of action against the other party.

23.2 The failure of either party to comply with any non-material provision of this agreement shall not excuse the other parties from performing their obligations hereunder fully and timeously.

24. SALE OF PREMISES

24.1 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 this agreement.

24.2 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.

25. WHOLE AGREEMENT

25.1 This is the entire agreement between the parties.

25.2 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.

25.3 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.

26. DOMICILIUM CITANDI ET EXECUTANDI

26.1.1 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.

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

26.3 is delivered by hand to a responsible person during ordinary business hours at the physical address chosen as the addressee's domicilium citandi et executandi shall be deemed to have

- been received by the addressee on the date of the delivery, until the contrary is proved;
- 26.4 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
- 26.5 is faxed to the chosen fax number, will be deemed to have been on the date of despatch received unless the other party proves the contrary.
- 26.7 Either party shall be entitled, on 14 days' notice to the other, to change the address of his domicilium citandi et executandi.
- 27. WARRANTY OF AUTHORITY**
- 27.1 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.
- 28. SEVERABILITY**
- 28.1 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 script and severed from the balance of this agreement, without invalidating the remaining provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

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

WITNESSES

- | | |
|---------------------------------------|---------------------------------------|
| 1.
FULL NAME AND
SIGNATURE | 2.
FULL NAME AND
SIGNATURE |
|---------------------------------------|---------------------------------------|

SIGNATURE OF LESSEE

FULL NAME

CAPACITY

Duly authorised as per Council delegation dated

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

WITNESSES

- | | |
|-------------------------------------|-------------------------------------|
|
1. FULL NAME AND SIGNATURE |
2. FULL NAME AND SIGNATURE |
|-------------------------------------|-------------------------------------|

FULL NAME AND SIGNATURE

SIGNATURE OF LESSOR 1 REPRESENTATIVE

FULL NAME

SCHEDULE A

1. The Parties	
1.1 The Lessor is :	
1.1.1 Registration nr (company) or ID nr (individual) ;	
1.1.2 VAT reg nr	
1.1.3 of Domicilium Citandi et executandi	
1.1.4 Herein represented by:	
1.1.5 Contact person / representative	
Tel Nr	
Email :	
Postal address:	
1.2 The Lessee	Ethekwini Municipality
1.2.1 Domicilium Citandi et executandi	
2. The Premises Leased:	
2.1 The Premises:	
2.2 The Building name:	
2.3 The Building address:	
2.4 The property (Erf No)	
3. Lease period	
4. Use of premises	
5. The lessee's pro rata share	%
6. Commencement date	
7. Escalation rate	

SCHEDULE B

	Total Square meters / No	Rate/m2 / Bay (Vat Excl)	Monthly Costs	YEAR 1	YEAR 2	YEAR 3
<u>Office Rental</u>						
Office size available						
Costs for Office Rental			R	R	R	R
Parking bays						
Costs for Parking Bay			R	R	R	R
Percentage escalation					%	%
Total Costs for Office Rental			R	R	R	R
<u>Other Costs</u>						
Operating costs						
Breakdown of operating costs:						
1.			R	R	R	R
2.				R	R	R
3.				R	R	R
4.				R	R	R
5.				R	R	R
Percentage escalation					%	%
Total Costs for Operating cost			R	R	R	R

SCHEDULE C

Details of installations required:

INSTALLATIONS:	PARTY TO EFFECT	PARTY TO PAY
Install Disabled Ramps	Lessor	Lessor
Install Disabled Toilets	Lessor	Lessor
Installation of a lift and maintenance	Lessor	Lessor
Service Air conditioners	Lessor	Lessor
Carpet to be fitted to all offices and ceramic tiles in all common areas	Lessor	Lessor
Ceiling to be provided in the building	Lessor	Lessor
Painting	Lessor	Lessor
Standard Plug Points	Lessor	Lessor
Mechanical Installation (upgrade)	Lessor	Lessor
Structural Upgrade	Lessor	Lessor
OHASA Related Upgrades Installations	Lessor	Lessor

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

SECTION 7: OFFICIAL TENDER FORM

Part A: OFFER BY TENDERER - In response to **Tender Number** : Click here to enter text. I / we hereby offer to supply office accommodation detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 5.

BID OFFER EXCLUSIVE OF VAT	VAT AMOUNT	BID OFFER INCLUSIVE OF VAT
R	R	* R
* AMOUNT IN WORDS (incl. VAT):		

I / We hereby agree that this tender will hold good and remain open for acceptance as specified in the [Conditions of Tender](#) or during such other period as may be specified in the Special Conditions of Tender.

eThekwini Vendor Portal Registration Number:

PR

C.S.D Registration Number:

MAAA

S.A.R.S Pin Number:

Completion of the following is compulsory. Failure to declare the following will invalidate your offer.

Declaration of Interest

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?				☐	Yes	☐	No
Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months?				☐	Yes	☐	No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship			
Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below				☐	Yes	☐	No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship			

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

*** Signature** :

*** Name (capitals):**

Date:

Capacity:

*** Name of Business:**

Tel:

Address:

Fax:

*** Denotes Mandatory Information**

Failure to complete the Mandatory Information and sign this Tender Form will invalidate the tender

Part B: ACCEPTANCE BY LESSEE - The Lessee, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

Signature:

Name (capitals):

Date:

Capacity: