

**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 1 KM RADIUS FROM THE ETHEKWINI
MUNICIPALITY CITY HALL DURBAN CITY HALL

TENDER No : 1H-4085

TITLE: Bid Offer: Lease of premises for office accommodation and parking within a 1km radius from the eThekweni Municipality City Hall (Durban City Hall) in extent approximately fourteen thousand square metres (14000m²) together with a minimum of two hundred and eighty (280) onsite parking bays for a period of 3 years.

CLARIFICATION MEETING:

There will be no clarification meeting. Bidders are required to submit email queries related to the bid. All email queries are to be submitted no later than 08th of April 2022. Email questions and answers will be consolidated and posted on eTenders /Municipal website for the benefit of all tenderers by the 14th of April 2022.

Issued by :

THAPELO MMUSINYANE
HEAD: REAL ESTATE UNIT
199 ANTON LEMBEDE STREET
DURBAN
4001

Contract Details

Tender Number	1H-4085
Contract Title	Bid Offer: Lease of premises for office accommodation and parking within a 1km radius from the eThekweni Municipality City Hall (Durban City Hall) in extent approximately fourteen thousand square metres (14000m ²) together with a minimum of two hundred and eighty (280) onsite parking bays for a period of 3 years.
Date of Issue	March 2022

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)	eThekweni Metropolitan Municipality
Collection Address	Tender documents can be downloaded from the National Treasury Website: https://etenders.treasury.gov.za or EThekweni Municipality Website at www.durban.gov.za/resource
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)
Delivery Date	on or before Friday, 22 April 2022
Delivery Time	at or before 11:00
Box	and placed in the tender box located in the ground floor foyer
Validity Period	90 days from date of closure
Tender Opening	22 April 2022

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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	1H-4085	CLOSING DATE	22 April 2022	CLOSING TIME:	11:00 am
DESCRIPTION	BID OFFER: Lease of premises for office accommodation and parking within a 1km radius from the eThekweni Municipality City Hall (Durban City Hall) in extent approximately fourteen thousand square metres (14000m ²) together with a minimum of two hundred and eighty (280) onsite 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. THE TENDER DOCUMENT TOGETHER WITH 1 SOFT COPY (EITHER DISK OR MEMORY STICK) TO BE SUBMITTED ON OR BEFORE THE CLOSE OF TENDER.

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:			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)		Yes	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		Yes		
		No			No		
(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)							
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).							

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

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

The Standard Conditions for the calling for the request for bidss 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 eThekwin Municipality as represented by Head: Real Estate Unit

H.1.2 Tender documents

1) The documents associated with the calling for request for bidss 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 No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2017).

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 Employer's current SCM Policy;
- (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. : **1H-4085**

Contract Title: Lease of premises for office accommodation and parking within a 1km radius from the eThekweni Municipality City Hall (Durban City Hall) in extent approximately fourteen thousand square metres (14000m²) together with a minimum of two hundred and eighty (280) onsite parking bays for a period of 3 years.

H.2.3 Closing time : The closing date and time for submissions is: 22 April 2022 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.

Pre- Qualification

Pre-qualification criteria will be used to advance certain designated groups. Bidders will therefore be prequalified on the following basis In terms of the PPPFA Regulation 4. An organ of state can apply pre-qualifying criteria to advance certain Designated Groups

1. Accordingly, only the bidders with a B-BBEE status level 1 or level 2 will be considered.

Please note in the event of a joint venture (JV) a valid consolidated B-BBEE verification in the name of the JV shall be submitted.

2. A tenderer that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified.

3. Bidders must include a certified B-BBEE Certificate as part of their submission.

In the case of an EME, bidders must submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership or a B-BBEE level verification certificate.

In the case of a QSE, bidders must submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate.

H3.3 ADDITIONAL SUBMISSION REQUIREMENTS

THE TENDER DOCUMENT TOGETHER WITH 1 SOFT COPY (EITHER DISK OR MEMORY STICK) TO BE SUBMITTED ON OR BEFORE THE CLOSE OF TENDER.

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

Table B

Certificate of Authority

Declaration of Municipal Fees

Record of Addenda to Tender Documents

CONSOLIDATED MUNICIPAL BIDDING DOCUMENTS

MBD 2 : Tax Clearance Certificate Requirements

MBD 4 : Declaration of Interest

MBD 5 : Declaration For Procurement Above R10 Million

MBD 6.1 : Preference Points

MBD6.2 : Declaration Certificate for Local Production and Content for Designated Sectors

MBD 8 : Declaration of Bidder's Past SCM Practices

MBD 9 : Certificate of Independent Bid Determination

3 Years audited Financial Statement

Joint Venture Agreements (if applicable)

E2.1.3 Preferential Procurement Schedules and Affidavits

In the event of the Tenderer not being registered with the eThekweni Municipality the following documents, available from Room 614, 6th Floor, 166 KE Masinga Road, Durban or on the internet, must be completed and submitted prior to the submission of tenders:

- Application for Registration on the eThekweni Municipality Procurement Directory.
- Application for Targeted Enterprise Status.
- Women Equity Declaration Affidavit.
- Declaration for Black Business Enterprise / Woman Business Enterprise / SMME Status.

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

MANDATORY REQUIREMENT (1)	SUBMIT THE BELOW AS PROOF	COMPLY (Yes/No)
Property Size; Parking Bays and Compliance		
• Gross Lettable Area of a minimum of 14000m²	• 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.	
• Or a minimum of 280 on site 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 minimum parking bays or sufficient space is available for conversion for disabled parking.		
• Certificates for compliance and clearance	• Lifts (Annexure B) SANS APPROVED 1545-1	
	• Occupation Certificate from Local Authority	
	• Electrical COC	
	• Fire Clearance Certificate from Local Authority	
• Service Level Agreements	• Air Conditioner	
	• Plumbing	
MANDATORY REQUIREMENT (2)	SUBMIT THE BELOW AS PROOF	COMPLY (Yes/No)
Property Grade		
• A 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.	• 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	COMPLY (Yes/No)
Availability		
• Office space to be available from 01 July 2022	• Written Confirmation availability of Office Building from 01 July 2022 .	
MANDATORY REQUIREMENT (4)	SUBMIT THE BELOW AS PROOF	COMPLY (Yes/No)
Property Location		
• Property must be located within a maximum driving distance of 1km radius driving distance from eThekweni Municipality City Hall	• 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	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 .

CERTIFICATE OF AUTHORITY

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. 1H-4085** 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.

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.

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Electricity

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Water

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

Rates

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

JSB Levies

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

Other

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

Other

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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. ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the municipality.

- 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).

NAME :

(Block Capitals)

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

ADD.No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

NAME : (Block Capitals)

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)

CONSOLIDATED MUNICIPAL BIDDING DOCUMENTS

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

Section	Description	Required?
A	General Enterprise Information	Yes
B	MBD2 (Revised) : Tax Clearance Certificate Requirements	Yes
C	MBD4 : Declaration of Interest	Yes
D	MBD5 : Declaration For Procurement Above R10 Million	Yes
E	MBD6.1 : Preference Points Claim Form ITO the Preferential Regulations	Yes
F	MBD6.2 : Declaration Certificate for Local Production and Content for Designated Sectors	No
G	MBD8 : Declaration of Bidder's Past SCM Practices	Yes
H	MBD9 : Certificate of Independent Bid Determination	Yes
I	Confirmations, Authorities, Certifications, Acknowledgements and Signatures	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.

Ref	Description	Complete or Circle Applicable
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SECTION A : GENERAL ENTERPRISE INFORMATION

- 1.0 Full Name of bidder or his or her representative
- 1.1 ID Number of bidder or his or her representative
- 1.2 Position occupied in the enterprise
- 2.0 Name of enterprise:
- 2.1 Tax Reference number, if any:
- 2.2 VAT registration number, if any:
- 2.3 CIDB registration number, if any:
- 2.4 Company registration number, if applicable:
- 2.5 Close corporation number, if applicable:
- 2.6 Municipal Supplier reference number (PR), if any:
- 2.7 South African Revenue Service Tax Compliance Status PIN :
- 2.8 National Treasury Central Supplier Database registration number

- 3.0 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			

Ref	Description	Complete or Circle Applicable
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SECTION B : MBD 2 : TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1.0 In order to meet this requirement bidders are required to complete the TCC 001 : "Application for a Tax Clearance Certificate" form and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.0 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3.0 The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4.0 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5.0 Copies of the TCC 001 : "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6.0 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 7.0 Notwithstanding Clauses 1.0 to 6.0 above: Since 18 April 2016, SARS has introduced a new Tax Compliance Status System (TCS). As part of this enhanced system, tenderers can now submit a Tax Compliance Status PIN instead of an original Tax Clearance Certificate (TCC). This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This number, if available, is to be entered in Item 2.7 of Section A of these consolidated Municipal Bidding Documents.
For further particulars please contact your nearest SARS branch, or call the SARS Contact Centre on 0800 00 7277, or log onto SARS eFiling.

Attach an original, valid, Tax Clearance Certificate to the inside back cover of this procurement document OR insert a Tax Compliance Status PIN in Section A (2.7)

SECTION C : MBD 4 : DECLARATION OF INTEREST

No bid will be accepted from persons "in the service of the state". 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. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

1.0	Are you presently in the service of the state?	YES	NO
	If yes, furnish particulars :		
2.0	Have you been in the service of the state for the past twelve months?	YES	NO
	If yes, furnish particulars :		
3.0	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 :		
4.0	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 :		
5.0	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES	NO
	If yes, furnish particulars :		
6.0	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 :		
7.0	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 :		
8.0	The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers are indicated in SECTION A of these Consolidated Municipal Bidding documents.		

Ref	Description	Complete or Circle Applicable
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SECTION D : MBD 5 : DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.

1.0	Are you by law required to prepare annual financial statements for auditing? If YES, you will be required to submit audited annual financial statements (on request during the tender evaluation period) for the past three years or since the date of establishment if established during the past three years.	YES	NO
2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
3.0	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
4.0	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO

SECTION E : MBD 6.1 : PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS

Preference points for this tender shall be awarded as per the Tender Data and the Preferential Procurement Regulations (2017).

Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

1.0	B-BBEE Status Level of Contribution claimed:	
	Will any portion of the contract be sub-contracted?	N/A NO
	If YES, indicate:	
	(i) what percentage of the contract will be subcontracted?	N/A
	(ii) the name of the sub-contractor?	
	Name :	
	(iii) the B-BBEE status level of the sub-contractor?	N/A
2.0	(iv) whether the sub-contractor is an EME?	YES NO

The undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 1.0 above qualifies the company / firm for preference points and acknowledges that the remedies as per Clause 13 of the Preferential Procurement Regulations (2017) shall apply.

Attach a B-BBEE Verification Certificate to the inside back cover of this procurement document

SECTION F : MBD 6.2 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably). **N/A**

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

- 1.0 General Conditions
- 1.1 Preferential Procurement Regulations, 2017 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2 Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

Ref	Description	Complete or Circle Applicable								
1.5	The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows: $LC = [1 - x / y] * 100$ Where : x is the imported content in Rand y is the bid price in Rand excluding value added tax (VAT). Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below. The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrialdevelopment/ip.jsp at no cost.									
1.6	A bid may be disqualified if – (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct									
2.0	Definitions									
2.1	“bid” includes written price quotations, advertised competitive bids or proposals;									
2.2	“bid price” price offered by the bidder, excluding value added tax (VAT);									
2.3	“contract” means the agreement that results from the acceptance of a bid by an organ of state;									
2.4	“designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;									
2.5	“duly sign” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).									
2.6	“imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;									
2.7	“local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;									
2.8	“stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and									
2.9	“sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.									
3.0	The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows: <table border="1"> <thead> <tr> <th>Description of services, works or goods</th> <th>Stipulated minimum threshold</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>..... %</td> </tr> <tr> <td>.....</td> <td>..... %</td> </tr> <tr> <td>.....</td> <td>..... %</td> </tr> </tbody> </table>	Description of services, works or goods	Stipulated minimum threshold		 %		 %		 %	
Description of services, works or goods	Stipulated minimum threshold									
.....	 %									
.....	 %									
.....	 %									
4.0	Does any portion of the services, works or goods offered have any imported content?	<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO						
YES	NO									
4.1	If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid. The relevant rates of exchange information is accessible on www.reservebank.co.za. Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011): US Dollar : Pound Sterling : Euro : Yen : Other : NB: Bidders must submit proof of the SARB rate (s) of exchange used.									
5.0	Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?	<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO						
YES	NO									
5.1	If yes, provide the following particulars: (a) Full name of auditor: (b) Practice number: (c) Telephone number: Cell number: (d) Email address: (Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)									
6.0	Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.									

N/A

R e f	Description	Complete or Circle Applicable
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LOCAL CONTENT DECLARATION**(REFER TO ANNEX B OF SATS 1286:2011)**

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (Close Corporation, Partnership or Individual)

.....
IN RESPECT OF BID No:

.....
ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity)

NB 1 - The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

NB 2 - Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned in Section H of these Consolidated MBD returnable questionnaires (comprising 8 pages), do hereby declare the following:

- (a) The facts contained herein fall within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

- Bid price, excluding VAT (y)
- Imported content (x), as calculated in terms of SATS 1286:2011
- Stipulated minimum threshold for local content (paragraph 3 above)
- Local content %, as calculated in terms of SATS 1286:2011

R	
R	
	%
	%

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

N/A

- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

Section F above is not applicable

SECTION G : MBD8 : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES		
This Municipal Bidding Document must form part of all bids invited. 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. 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; or 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). In order to give effect to the above, the following questions must be answered.		
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? 0 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. If yes, furnish particulars :	YES	NO

R e f	Description	Complete or Circle Applicable	
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. If yes, furnish particulars :	YES	NO
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? If yes, furnish particulars :	YES	NO
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? If yes, furnish particulars :	YES	NO
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? If yes, furnish particulars :	YES	NO

SECTION H : MBD9 : CERTIFICATE OF INDEPENDENT BID DETERMINATION

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.

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.

The following 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.

In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid. The undersigned, in submitting the accompanying bid, in response to the invitation for the bid do hereby make the following statements that I certify to be true and complete in every respect:

1 I have read and I understand the contents of this Certificate;

.

0

2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

.

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3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

.

0

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;

0

5 For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- a) has been requested to submit a bid in response to this bid invitation;
- b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding. (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.

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.

R e f	Description	Complete or Circle Applicable
-------------	-------------	----------------------------------

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.

0

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.

0

1 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.

SECTION I : CONFIRMATIONS, AUTHORITIES, CERTIFICATIONS, ACKNOWLEDGEMENTS and SIGNATURES

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

1 Confirms that the contents of these Consolidated MBD returnable questionnaires (comprising 8 pages) fall within my personal knowledge and are to the best of my Knowledge and belief, both true and correct;

0

2 Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

0

3 Confirms that no partner, member, director or other person, who wholly or partly exercise control over the enterprise, has within the last five years been convicted of fraud or corruption;

0

4 Confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

0

5 Certify that the B-BBEE status level of contribution indicated in Section E.1 : Item 1.0 qualifies the enterprise for preference points and acknowledges that the remedies as per Clause 13 of the Preferential Procurement Regulations (2011) shall apply. In the event of a contract being awarded as a result of points claimed, the enterprise may be required to furnish documentary proof to the satisfaction of the employer that the claims are correct;

0

6 Certify that the Tax Compliance Status PIN entered in Section A (2.7) of these consolidated Municipal Bidding Documents can be used to certify the enterprise's real-time compliance status.

0

7 Accept that, in addition to cancellation of a contract, action may be taken against me should these declarations prove to be false.

0

Signed.....

Date

Name

Position

JOINT VENTURES AGREEMENTS

Joint Venture agreement and Power of Attorney Agreements to be attached here.

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

Bid Offer: Lease of premises for office accommodation and parking within a 1km radius from the eThekweni Municipality City Hall (Durban City Hall) in extent approximately fourteen thousand square metres (14000m²) together with a minimum of two hundred and eighty (280) onsite parking bays for a period of 3 years.

Facilities Requirements		
Item No	Description	Specification
1.	Property Size	Gross Rentable Area of approximately 14000m ²
2.	Property Grade	A Grade (per SAPOA specification)
3.	Location	Within a 1 km radius driving distance from the eThekweni Municipality City Hall (Durban City Hall)
4.	Number Boardrooms and capacity	The following is required with the following carrying capacity NB. As a guide 2 boardrooms are required for every 1000m² leased or if a multi storey building 2 boardrooms on each floor.
5.	Parking facilities	Bid offer should have a detailed layout of the parking areas as detailed in functionalilty. A minimum of two hundred and eighty (280) 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 8m² 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 be 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.	Reception	Must be able to accommodate reception areas at least 1 per floor if a multi storey building
12.	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 .
13.	Technology and Communication	Power supply to be connected and distributed through the building. Provision to be made for telecommunication lines within the building.
14.	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 .
15.	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 .
16.	Building Support Services	Services must be available on occupation; Water; Electricity; Sanitation and refuse removal
17.	Lease Agreement	Pro Forma Lease Agreement is attached to the bid documents
18.	Occupation date	1 July 2022

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

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	Preferential Procurements Points.

Stage 1- Functionality Evaluation Criteria (to be completed as per specific requirements)

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 (driving distance) from eThekweni Municipality City Hall (Durban City Hall) as at point of reference Points: 0km to 500km = 15 points 500km to 1km = 10 points	15
PARKING	
A minimum of two hundred and eighty (280) on site parking bays Points: 300 to 350 parking bays = 6 Points 280 to 300 parking bays = 4 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	5

Yes to 2 = 4 Points (must include building access control)	
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 on each floor and 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 = 2 Points. • 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 8 people = 2 Points • Reception area/s = 2 Points • Kitchen with Built in Cupboards and Sink = 2 Points • Dedicated Male and Female Ablutions on each floor in provision for people with disabilities = 10 Points • No demolition are required prior to office fit out = 2 Points • A grade office space = 6 Points	30

Note: Above points will be allocated for the proposed buildings 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 requirements (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 Maintenance 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 FINANCIAL OFFER & B-BBEE STATUS LEVEL CONTRIBUTION**(1) Evaluation points awarded for financial offer:**

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 - \frac{P - P_m}{P_m} \right)$$

Where the value of W is:

- (a) **90** where the financial value inclusive of VAT of all responsive *tenders* received have a value in excess of R 50,000,000; OR
80 where the financial value inclusive of VAT of one or more responsive *tenders* offers have a value that equals or is less than R 50,000,000;
- (b) **P_m** is the comparative offer of the most favourable comparative offer; and
- (c) **P** is the comparative offer of the *tender* offer under consideration.

(2) Evaluation points awarded for preference:

Up to 100 minus W (see (1) above) tender evaluation points will be awarded for preference to *Bidders* who attain the BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points where W = 90	Number of Points where W = 80
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-Compliant Contributor	0	0

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 accomodation	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
Parking bays							
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
---	---

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	R
TOTAL BID PRICE	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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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.

36.3 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.
- 37.3 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 OF20.....
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 OF20.....
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

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:

