

SANRAL

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



Reg.No.1998/009584/30

**BUILDING SOUTH AFRICA
THROUGH BETTER ROADS**

TENDER NO: 66130/1007/2025/02

SCM REF No: NRA 2025/0136

**REQUEST FOR PROPOSALS FOR LEASING OF SANRAL COMMERCIAL
PROPERTIES FOR A PERIOD OF FIVE (5) YEARS.**

ISSUE DATE:	28 JULY 2026
BRIEFING SESSION DATE:	06 AUGUST 2026 @ 14H00
CLOSING DATE:	28 AUGUST 2026
CLOSING TIME:	12:00 PM

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE <i>(NAME OF DEPARTMENT/ PUBLIC ENTITY)</i>					
BID NUMBER:	SANRAL HO: 66130/1007/2025/02	CLOSING DATE:	28 August 2026	CLOSING TIME:	12h00
DESCRIPTION	REQUEST FOR PROPOSALS FOR LEASING OF SANRAL COMMERCIAL PROPERTIES FOR A PERIOD OF FIVE (5) YEARS.				
VALIDITY PERIOD	90 calendar days including the first day and including the last day.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT <i>(STREET ADDRESS)</i>					
SOUTH AFRICAN NATIONAL ROADS AGENCY LIMITED 36 Assegaai Wood Street, Rooihuiskraal Ext. 39, Centurion, 0157					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Procurement Office		CONTACT PERSON	Procurement Office	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	NO CHANGE REQUIRED	
E-MAIL ADDRESS	ProcurementHO3@sanral.co.za		E-MAIL ADDRESS	ProcurementHO3@sanral.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

SECTION 2: NOTICE TO BIDDERS

1. INSTRUCTIONS TO BIDDERS

1.1 Submission of bid

The RFP submissions will close at **12h00 on Friday, 28 August 2026** and all documentation must be sealed in a clearly marked envelope and placed in the tender box; and the envelope must clearly indicate the Property and Province.

Additionally, Bids shall be clearly marked with the **RFP reference number** (TENDER NO: 66130/1007/2025/02 SCM REF No: NRA 2025/0136), **Properties Chosen, Province**, and sealed in an envelope when placing in the tender box and addressed as indicated in the table below:

Province	Property Description	Submission Location- Address	Closing Time and Date	Tick (✓) Properties Chosen per province
Gauteng	1. Portion 808 (portion of Portion 451) of the Farm Klipfontein No 836 – IR	SOUTH AFRICAN NATIONAL ROADS AGENCY LIMITED 36 Assegaai Wood Street Rooihuiskraal Ext. 39 Centurion 0157 South Africa Tender Box is located at the above address Location GPS Coordinates: (https://maps.app.goo.gl/PCCYDRPGMxbJ1xnQ8)	12h00 Friday, 28 August 2026	
Gauteng	2. portion of Portion 156 (portion of Portion 5) (unregd) of the Farm Driefontein No 85 – IR	SOUTH AFRICAN NATIONAL ROADS AGENCY LIMITED 36 Assegaai Wood Street Rooihuiskraal Ext. 39 Centurion 0157 South Africa Tender Box is located at the above address Location GPS Coordinates: (https://maps.app.goo.gl/PCCYDRPGMxbJ1xnQ8)	12h00 Friday, 28 August 2026	

Limpopo	1. Remainder of farm of the Farm Padbou No 424 - IR	SOUTH AFRICAN NATIONAL ROADS AGENCY LIMITED 36 Assegaai Wood Street Rooihuiskraal Ext. 39 Centurion 0157 South Africa Tender Box is located at the above address Location GPS Coordinates: (https://maps.app.goo.gl/PCCYDRPGMxbJ1xnQ8)	12h00 Friday, 28 August 2026	
North West	1. Remainder of Portion 112 (portion of Portion 46) of the Farm Hartebeestfontein No 445 - JQ	SOUTH AFRICAN NATIONAL ROADS AGENCY LIMITED 36 Assegaai Wood Street Rooihuiskraal Ext. 39 Centurion 0157 South Africa Tender Box is located at the above address Location GPS Coordinates: (https://maps.app.goo.gl/PCCYDRPGMxbJ1xnQ8)	12h00 Friday, 28 August 2026	
North West	2. portion of the Remainder of Portion 89 (portion of Portion 58) of the Farm Zilkaatsnek No 439 – JQ	SOUTH AFRICAN NATIONAL ROADS AGENCY LIMITED 36 Assegaai Wood Street Rooihuiskraal Ext. 39 Centurion 0157 South Africa Tender Box is located at the above address Location GPS Coordinates: (https://maps.app.goo.gl/PCCYDRPGMxbJ1xnQ8)	12h00 Friday, 28 August 2026	
Western Cape	1. portion of Portion 149 (portion of Portion 18) of the Farm Uitziqt No 216 Adm Dist Knysna	SOUTH AFRICAN NATIONAL ROADS AGENCY LIMITED 36 Assegaai Wood Street	12h00 Friday, 28 August 2026	

		Rooihuiskraal Ext. 39 Centurion 0157 South Africa Tender Box is located at the above address Location GPS Coordinates: (https://maps.app.goo.gl/PCCYDRPGMxbJ1xnQ8)		
Western Cape	2. a. Remainder of Portion 250 (portion of Portion 199), b. Portion 208 (portion of Portion 204), c. Remainder of Portion 207 (portion of Portion 204), d. Remainder of Portion 205 (portion of Portion 204), e. Remainder of Portion 206 (portion of Portion 204), f. Portion 368 (portion of Portion 210), g. Portion 445 (portion of Portion 214), h. Portion 468 (portion of Portion 382) (unregd), i. Portion 364 (portion of Portion 201) and j. Portion 363 (portion of Portion 200) all of the Farm Joostenberg Vlake No 728 Adm Dist Paarl	SOUTH AFRICAN NATIONAL ROADS AGENCY LIMITED 36 Assegaai Wood Street Rooihuiskraal Ext. 39 Centurion 0157 South Africa Tender Box is located at the above address Location GPS Coordinates: (https://maps.app.goo.gl/PCCYDRPGMxbJ1xnQ8)	12h00 Friday, 28 August 2026	
Western Cape	3. Portion 77 (portion of Portion 50) of the Farm De Mond van Hartebeest Rivier No 379 Adm Dist Worcester	SOUTH AFRICAN NATIONAL ROADS AGENCY LIMITED 36 Assegaai Wood Street Rooihuiskraal Ext. 39 Centurion 0157 South Africa Tender Box is located at the above address Location GPS Coordinates: (https://maps.app.goo.gl/PCCYDRPGMxbJ1xnQ8)	12h00 Friday, 28 August 2026	

- 1.1.1 Bidders must submit one original hard copy and electronic copy (e.g. USB-memory stick). Additional supporting information can be provided in a separate file and cross-referenced in the main submission. The RFP envelope must also contain the Bidder's details on the back of the envelope.

- 1.1.2 No bid may be withdrawn after it has been submitted to SANRAL unless the Bidder so requests in writing and such request is received by SANRAL before the scheduled closing date. All bids received by SANRAL on or before the scheduled closing date and time shall be valid and binding for a period of **90 (Ninety) calendar days** calculated from the last scheduled closing date ("validity period"). During the validity period or any extensions to the validity period, bid prices shall remain firm save only for cost variations as are measurable by the permissible contract price adjustments as set out elsewhere in this document.
- 1.1.3 No telegraphic, e-mailed or faxed bids will be accepted.
- 1.1.4 Properly motivated alternatives may be submitted but will only be considered if a compliant offer has been submitted. The alternative shall be approached and priced to the same detail as required by this RFP.
- 1.1.5 Bidders will be judged on the basis of the information submitted by the due date as well as additional information as may have been requested by SANRAL. A Bidder will be disqualified for the furnishing of, misleading or incorrect information, which SANRAL may rely upon in the selection of a preferred Bidder.
- 1.1.6 Bidders must ensure that their bids contain all documents as specified in this RFP.

1.2 Clarification

If a Bidder considers that any of the RFP documents are deficient in any respect and require clarification, or if any words or figures are indistinct or ambiguous, or should Bidders have any queries regarding this document they may contact SANRAL by **e-mail only** using the contact information stated in the SBD 1 Form.

Request clarifications at least 7 (seven) working days before the closing date. SANRAL will not be obliged to respond to any queries received after this date. No unauthorised alteration, addition or note entered by the Bidder in the RFP documents shall modify the issued RFP.

Enquiries will close at 16h00 on Wednesday, 19 August 2026. SANRAL will not be obliged to respond to any queries received after this date. No unauthorised alteration, addition or note entered by the Bidder in the RFP documents shall modify the issued RFP.

1.3 Compulsory Briefing

A compulsory briefing meeting will be held via a virtual platform on **Thursday, 06 August 2026 at 14h00** where the project will be presented. A list of available properties for leasing is provided in section 3. Any tender queries must be emailed to the SANRAL contact person indicated in SBD

1 Form. A tenderer's representative cannot represent more than one tenderer at the tender briefing meeting. No bids will be accepted from bidders who did not attend the compulsory clarification meeting. Any bidder joining the clarification meeting late will not be permitted to attend the clarification meeting.

Link to join the compulsory briefing:

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/312485093518668?p=sKYUcEVwRdNuIKBAqW>

Meeting ID: 312 485 093 518 668

Passcode: iU7to29c

Join meeting on Teams

1.3.1 Arranged Non-Compulsory Site Visit

The arranged non-compulsory site visit shall be allowed for bidders who wish to familiarise themselves with the advertised properties. The arranged site visits will take place from 10 August to 14 August 2026, between 11h00 and 15h00. To arrange a site visit, bidders are required to send an email to ProcurementHO3@sanral.co.za This office will respond to confirm appointment according to the following schedule.

Arranged Site Visit Available Dates and Times:

Province	Property Description	Arranged Site Visit Date	Time	GPS Coordinates
Gauteng Boksburg	1. Portion 808 (portion of Portion 451) of the Farm Klipfontein No 836 – IR	10 August 2026	11h00	GPS Coordinates: Lat - 26.174916 Lon 28.241103
Gauteng Boksburg	2. portion of Portion 156 (portion of Portion 5) (unregd) of the Farm Driefontein No 85 – IR	10 August 2026	15h00	GPS Coordinates: Lat - 26.178744 Lon 28.232096
Limpopo Modimolle	1. Remainder of farm of the Farm Padbou No 424 - IR	11 August 2026	11h00	GPS Coordinates: Lat - 24.727701 Lon 28.516707
North West Brits	1. Remainder of Portion 112 (portion of Portion 46) of the Farm Hartebeestfontein No 445 - JQ	12 August 2026	11h00	GPS Coordinates: Lat - 25.664874 Lon 27.857509

North West Brits	2. portion of the Remainder of Portion 89 (portion of Portion 58) of the Farm Zilkaatsnek No 439 – JQ	12 August 2026	15h00	GPS Coordinates: Lat - 25.664758 Lon 27.857445
Western Cape Knysna	1. portion of Portion 149 (portion of Portion 18) of the Farm Uitzigt No 216 Adm Dist Knysna	13 August 2026	11h00	GPS Coordinates: Lat - 25.664758 Lon 27.857445
Western Cape Kraaifontein	2. a. Remainder of Portion 250 (portion of Portion 199), b. Portion 208 (portion of Portion 204), c. Remainder of Portion 207 (portion of Portion 204), d. Remainder of Portion 205 (portion of Portion 204), e. Remainder of Portion 206 (portion of Portion 204), f. Portion 368 (portion of Portion 210), g. Portion 445 (portion of Portion 214), h. Portion 468 (portion of Portion 382) (unregd), i. Portion 364 (portion of Portion 201), and j. Portion 363 (portion of Portion 200) all of the Farm Joostenberg Vlake No 728 Adm Dist Paarl	14 August 2026	11h00	GPS Coordinates: Lat - 25.664758 Lon 27.857445
Western Cape Worcester	3. Portion 77 (portion of Portion 50) of the Farm De Mond van Hartebeest Rivier No 379 Adm Dist Worcester	14 August 2026	15h00	GPS Coordinates: Lat - 25.664758 Lon 27.857445

1.4 Late bids

All responses received later than the abovementioned time and date as per 1.1 will not be accepted.

1.5 Conflicts of Interest

Bidders are required to identify and to disclose as soon as possible any conflict of interest or potential conflict of interest to SANRAL. Bidders should contact SANRAL for clarity on whether a conflict of interest actually exists or not. The existence of a conflict of interest, or a failure by a bidder timeously to disclose any such conflict or part conflict of interest, may result in the bidder's bid being disqualified.

1.6 Participation in More than One Bid

No bidder or any member of the bidder's consortium may participate or have an interest (whether direct or indirect) in any other bidder or in any member of any other bidder's consortium for purposes of submitting a bid.

1.7 Collusion with others

Bidders may not collude with any Service Providers, whether local or international, for purposes of submission of bids in response to the RFP. Such action will lead to disqualification with no further evaluation of their bid.

1.8 Communication

Specific queries relating to this RFP before the closing date of the RFP should be submitted to the contact person stated in the SBD 1 Form 7 days before tender closing date (enquiries will close at **16h00 on Wednesday, 19 August 2026**). In the interest of fairness and transparency, SANRAL's response to such a query will then be made available to other bidders.

It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of SANRAL in respect of this RFP between the closing date and the date of the award of the business.

Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

Respondents may also, at any time after the closing date of the RFP, communicate with the name of delegated individual on any matter relating to its RFP response.

All unsuccessful bidders have a right to request SANRAL to furnish individual reasons for their bid not being successful. This requested must be in writing and directed to the contact person stated in the SBD 1 form.

1.9 Joint Ventures or Consortiums

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by SANRAL through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such

cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to SANRAL.

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in the specific goals Claim Form.

1.10 Legal Compliance

The successful Respondent shall be in full and complete compliance with all applicable national and local laws and regulations.

1.11 Disclaimers

Respondents are hereby advised that SANRAL is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of a Proposal in response to it. Please note that SANRAL reserves the right to:

- modify the RFP's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- disqualify Proposals submitted after the stated submission deadline;
- not necessarily accept the lowest priced Proposal or an alternative bid;
- place an order in connection with this Proposal at any time after the RFP's closing date;
- award only a portion of the proposed goods / services which are reflected in the scope of this RFP;
- split the award of the order/s between more than one Supplier/Service Provider should it at SANRAL's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the RFP process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to SANRAL to do so;

- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.
- Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.

1.12 Security clearance

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

1.13 Johannesburg Stock Exchange Debt Listing Requirements

SANRAL may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

1.14 National Treasury's Central Supplier Database

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. SANRAL is required to ensure that the revenue model and proposals are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za>

For this purpose, the attached SBD 1 Form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid.

1.15 Tax Compliance

Respondents must be compliant when submitting a proposal to SANRAL and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991). It is a condition of this bid that the tax matters of the successful Respondents be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondents tax obligations. The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

SANRAL urges its clients, suppliers and the general public to report any fraud or corruption to

TIP-OFFS ANONYMOUS:

0800 204 558

SECTION 3

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

INTRODUCTION

The South African National Roads Agency SOC Limited ("SANRAL") hereby invites proposals to lease the following SANRAL properties, (hereinafter referred to as "the property").

Table 1-1: Available Properties for Leasing:

No.	Province	Property Description	Property Address	Classification	Site Maps	SG Diagrams
1	Gauteng, Boksburg	Portion 808 (portion of Portion 451) of the Farm Klipfontein No 836 – IR	The property is accessed from Annabella Road GPS Coordinates: Lat - 26.174916 Lon 28.241103	Vacant Land		
2	Gauteng, Boksburg	portion of Portion 156 (portion of Portion 5) (unregd) of the Farm Driefontein No 85 – IR	corner of North Rand Road and Gibb Road in Hughes in close proximity of East Rand Mall GPS Coordinates: Lat - 26.178744 Lon 28.232096	Vacant Land		
3	Limpopo, Modimolle	Remainder of farm of the Farm Padbou No 424 – IR	From the N1 take the R33 to Modimolle and turn onto road D1087 which leads to the property. GPS Coordinates: Lat - 24.727701 Lon 28.516707	Vacant Land		
4	North West, Brits	Remainder of Portion 112 (portion of Portion 46) of the Farm Hartebeestfontein No 445 - JQ	The property is accessed from R511 GPS Coordinates: Lat - 25.664874 Lon 27.857509	Vacant Land		
5	North West, Brits	portion of Remainder of Portion 89 (portion of Portion 58) of the Farm Zilkaatsnek No 439 - JQ	The property is accessed from Denne Road GPS Coordinates: Lat - 25.664758 Lon 27.857445	Vacant Land		
6	Western Cape, Knysna	portion of Portion 149 (portion of Portion 18) of the	The property is accessed from Belvedere Road	Structure on the property used for		

		Farm Uitzigt No 216 Adm Dist Knysna	GPS Coordinates: Lat - 25.664758 Lon 27.857445	residential purposes		
7	Western Cape, Kraaifontein	2. a. Remainder of Portion 250 (portion of Portion 199), b. Portion 208 (portion of Portion 204), c. Remainder of Portion 207 (portion of Portion 204), d. Remainder of Portion 205 (portion of Portion 204), e. Remainder of Portion 206 (portion of Portion 204), f. Portion 368 (portion of Portion 210), g. Portion 445 (portion of Portion 214), h. Portion 468 (portion of Portion 382) (unregd), i. Portion 364 (portion of Portion 201), and j. Portion 363 (portion of Portion 200) all of the Farm Joostenberg Vlake No 728 Adm Dist Paarl	The property is situated in Joostenbergvlakte Kraaifontein and accessed from Tarentaal Road GPS Coordinates: Lat - 25.664758 Lon 27.857445	Vacant Land	Annexure A	Annexure E
8	Western Cape, Worcester	Portion 77 (portion of Portion 50) of the Farm De Mond van Hartebeest Rivier No 379 Adm Dist Worcester	The property is situated outside of Worcester and accessed from Chavonnes Road via the R101 or the R43 GPS Coordinates: Lat - 25.664758 Lon 27.857445	Vacant Land		

1. The properties are located in identified areas and comprise the classification as indicated in Table 1-1 above. The properties are also depicted on **the site maps attached [Annexure A]**.
2. The premises shall only be utilized for purposes which have been zoned in terms of land rights, **and the property may not be rezoned for any other purposes** for the duration of the lease period, unless authorized in writing by SANRAL and in compliance with Statutory Control Guidelines and applicable legislative requirements. If the process for the rezoning of the property has been approved by SANRAL, a monthly lease rental shall continue to be payable by the LESSEE as per the terms of the lease agreement for the portion of the property that will not be impacted by rezoning process; however, all applicable water and electricity, rates & taxes, sewerage and refuse removal fees shall continue to be paid by the LESSEE in relation to the affected property to be rezoned. SANRAL may consider such rezoning applications in its sole and absolute discretion.
3. Throughout the period of the lease agreement, the LESSEE shall be liable for payment of all assessment rates and other municipal charges levied by a competent public and/or local authority on the property
4. The Applicant shall be liable for the payment of water and electricity, rates & taxes, sewerage and refuse removal fees, levied or payable in respect of the site.
5. All Emergency Management Services By-laws be complied with and adhered to and that access to emergency vehicles should be provided on the property.
6. The Municipality and its authorized representatives/agents shall have 24 hours' unrestricted access to the electricity, water and any Municipal Servitudes on the property and that no structures will be allowed within any municipal servitudes.
7. The tender will be awarded based on the **maximum rental amount** (*The Offer*) received plus **annual rental escalation**, which will not be less than **Consumer Price Index (CPIX) plus 3%**. The annual adjustment made is to accommodate lease escalation and will be calculated yearly on the anniversary date of the lease agreement as the average of CPIX plus 3% over the preceding twelve months.
 - 7.1 **The maximum rental amount per month** offered includes **VAT [Tenderer to insert in the pricing schedule the Total Rental Amount per month as The Offer inclusive of VAT as provided. Bids offering less than the Indicated reserve price will not be considered]**.

- 7.2 The Annual rental escalation percentage shall be a minimum of CPIX plus 3%. [**Tenderer to insert in the pricing schedule below proposed annual rental escalation percentage. The minimum must be CPIX plus 3%. Bids offering less than CPIX plus 3% will not be considered**]
8. The available properties are indicated on **the Surveyor General Diagrams and Lease diagrams**, [**1.** 3082/2005; **2.** Lease diagram; **3.** A12270/1986; **4.** A4656/1951; **5.** A4386/1960; **6.** Lease diagram; **7.** 5612/1970, 6522/1954, 6523/1954, 6525/1954, 6524/1954, 6181/1982, 4028/2004, 1632/2008, 6177/1982, 6176/1982; **8.** 3215/2004] attached as **Annexure E**.
9. The extent of the property is as per **Annexure A**. [**1.** 1.0373 hectares; **2.** 1.1724 hectares; **3.** 345.0001 hectares; **4.** 12.7482 hectares; **5.** 19.6357 hectares; **6.** 0.9963 hectares; **7.** 0.1520 hectares, 0.7435 hectares, 0.7236 hectares, 0.7805 hectares, 0.6321 hectares, 0.0158 hectares, 0.0648 hectares, 0.1969 hectares, 0.0225 hectares, 0.0870 hectares; **8.** 90,2224 hectares]
10. **The present zoning:** Present zoning of the property is as per **Annexure B**. which allows for zoned purposes.
11. **Improvements:** The property consists of the following improvements as indicated (if any exist): All the properties besides portion of Portion 149 (portion of Portion 18) of the Farm Uitzigt No 216 Adm Dist Knysna are currently unimproved/vacant. A portion of the property in Knysna is improved with a structure currently used for residential purposes.
12. **Lease term:** Five (5) years. The properties shall be advertised via an open tender process after the expiry of the lease term. No automatic lease renewals will be allowed or any offer of such made. Exception may be granted at SANRAL's sole and absolute discretion subject to SANRAL's approval processes and shall be dealt with contractually. A notice period of One (1) month shall be applicable before the expiry of the lease regarding open tender process. Should the lease term expire without any notice from SANRAL, the lease will automatically convert to month-to-month basis until a notice is provided by SANRAL.
13. **Monthly Reserve Rental:** excluding VAT per month. [Monthly rental considers the property's market valuation].
- a. Total Rental Amount Offered per month (Excl. VAT) below the **monthly reserve rental** as determined and indicated by SANRAL in the pricing schedule will not be considered.
14. **Annual rental escalation rate:** An escalation rate is calculated annually on the anniversary date of the lease agreement, based on the average of CPIX plus 3%, over the preceding twelve months. The rate offered by the Tenderer in the pricing schedule shall be applied annually on the anniversary date of the lease agreement.

15. **Rental deposit:** A rental **deposit equal to 1 (One) month's rental** shall be payable on date of signature of the lease agreement, by both parties, together with the first month's rent or SEVEN (7) days before the OCCUPATION DATE (whichever date is the earlier). Payment of any other applicable amounts as agreed by the parties will also be payable. Upon receipt, the Rental deposit shall be deposited by the LESSOR into a Trust Bank Account in the name of the LESSOR. The interest received will be retained by the LESSOR and the Rental deposit paid to the LESSEE at the end of the lease period after the inspection report has been signed by both Parties and within a period of six (6) months and in compliance with the terms and conditions of lease.
16. The Tenderer hereby authorizes SANRAL to do a complete and extensive creditworthiness assessment of the Tenderer and each member of the company/trust/JV.
17. The Tenderer must provide a detailed statement of assets and liabilities for each member of the company/trust/JV.
18. The LESSEE shall be liable for and shall pay on receipt of statement, on/before the statement's due date for any charges (together with the VAT thereon) arising out of its use of electric current, water, gas, refuse and garbage disposal services, sewerage and effluent and other charges (including basic services charges), in respect of the PREMISES.
19. Throughout the period of this AGREEMENT, the LESSEE shall be liable for payment of all assessment rates and other municipal charges levied by a competent public and/or local authority on the property.
20. **Termination of lease:** Should the successful Tenderer/LESSEE terminate the lease agreement prior to the termination date set out in the signed lease agreement, the LESSEE shall be held liable for all rental payments (rates & taxes included) up until a new LESSEE has been secured and all licenses are in place to trade.
21. The property shall be leased to the successful bidder subject to the terms and conditions set out in **FORM B7 [AGREEMENT OF LEASE – FORM B7]** in addition to the terms and conditions as set out in this RFP.
22. For any vacant land that is owned by SANRAL on the leased property will form part of the Lease Agreement; however, the following will apply:
 - a. The successful Tenderer will have an option to provide SANRAL with a development proposal for the undeveloped / vacant portion of the property.
 - b. However, this proposal referred to in (a) above must be made within twelve (12) months from the date of the award of the tender and shall be subject to a possible six (6) month extension which shall be granted at the sole and absolute discretion of SANRAL.
 - c. The lease proposal for development may be negotiated in terms of the Term of Agreement, percentage sharing of the annual gross revenue (preferred SANRAL/LESSEE: 30/70 split), equity in lieu of full annual rental, or any other compensation scheme that may be deemed necessary by SANRAL.

- d. Should the successful bidder not exercise this developmental option, or no agreement on the proposal can be reached, the undeveloped / vacant portion shall remain part of the lease agreement, and the Tenderer shall continue to use and occupy the undeveloped / vacant portion subject to SANRAL having a right to exclude the undeveloped/ vacant portion from the lease by giving the Tenderer 30 (Thirty) days written notice, at any time during the lease period.
- e. Access is to be provided to the undeveloped / vacant portion of land by the successful Tenderer, even if the development of the undeveloped / vacant portion is awarded to a different party should SANRAL reject the successful Tenderer's development proposal.
- f. If applicable, re-zoning or any other applicable Spatial Planning and Land Use Management Act 16 of 2013 (SPLUMA) process may be approved in writing by SANRAL. If approved, the successful Tenderer may be afforded sufficient time of not more than Two (2) years to complete the SPLUMA process and/or comply with any other applicable legislative requirements which may include but not limited to obtaining environmental authorization or compliance with the National Environmental Management Act of 1998 (NEMA), National Water Act of 1998, trading and/or operating licenses specific to the industry.
 - i. If re-zoning has been approved in writing by SANRAL, the LESSEE shall be allowed for a period not exceeding two (2) years to comply with required processes, and a monthly rental applicable for leasing of premises will commence on the first day of the month following the date that all the necessary approvals have been obtained to trade and/or legislative requirements have been fully complied with. The Certificate of Compliance (CoC) will be submitted to SANRAL prior to commencement of operations.
 - ii. The LESSEE shall pay a Reservation Fee for undeveloped or vacant land if approval to develop such undeveloped or vacant land has been approved in writing by SANRAL. Payment shall be in a form of bank transfer or a Bank Guarantee in favour of SANRAL for the undeveloped or vacant land which is equivalent to a lease rental of Twelve (12) months, within seven (7) days upon signing of the lease agreement for the undeveloped or vacant land. Upon receipt, the Reservation Fee shall be deposited by the LESSOR into a Trust Bank Account in the name of the LESSOR. The interest received shall be retained by the LESSOR, and the Reservation Fee shall be paid to the LESSEE within six (6) months following the start of operations by the LESSEE in compliance with the terms and conditions of lease.
 - iii. Should the LESSEE fail to start operations on the agreed date for any reason whatsoever, the LESSEE will forfeit the Reservation Fee to SANRAL in lieu of the Twelve (12) months annual rental.
 - iv. In case all processes to obtain land use rights are followed by the Tenderer and the delay is on the municipality's side, the LESSEE shall not be penalized provided they can prove that they have provided all the required information and it has been accepted by the municipality ("Letter of Acceptance of Application"). However, should it be determined that the fault is with the LESSEE, then the above f (iii) shall be applicable.
- g. If statutory applications are required for the development of vacant land, the same process shall be followed, as per (f) above. Other applicable legislative requirements including SANRAL statutory regulation shall be applicable.

SECTION 4

EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

4.1 STEP ONE: Test for Responsiveness (Mandatory Requirements)

The test for administrative responsiveness will include the following as mandatory requirements:

Administrative responsiveness check	
• Bid received before closing date and time	
• Bidder has completed SECTION 1: SBD1 Form	
• Bidder has submitted a completed and Signed Priced Offer	
• Bidder has attended a Compulsory Briefing Session	
• Registered on National Treasury Central Supplier Database at the closing of tender.	
• Annual Financial Statements for a minimum period of one (1) year (in the last 12 months must be chosen)	
<i>The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two</i>	

4.2 STEP TWO: Functionality evaluation scoring matrix

Note to Tenderer: The Tenderer is required to achieve a threshold score on this functionality assessment to proceed to the next stage Three. Bidders must obtain a minimum of **60** out of 100 points (60%) to be regarded as responsive. Bids that do not meet the minimum functionality score as indicated will be regarded as nonresponsive and will not proceed to evaluation on price and preference points.

item	Criterion	Description	Required Evidence	Scoring	Points
1	Technical (50%)	Proposed business case for immovable commercial property to be leased from SANRAL: (Attach word document or PowerPoint presentation of the business case including its annexures) (And Complete FORM: B1)	Submitted business case shall include as a minimum Projected Annual Income and Expenses over 60 months for the immovable commercial property to be leased from SANRAL	50 = submitted proposed business case which includes projected annual income and expenses over 60 months 25 = submitted proposed business case and it does not include projected annual income and expenses over 60 months 0 = proposed business case not submitted	50
2	Immovable Commercial Property Management or	Immovable commercial property management: Two (2) signed contactable clients Reference letters in relation to immovable	2 Reference letters for immovable commercial property management or administration	25 = 2 reference letters for immovable commercial property management or administration projects in the last three years	25

	administration (25%)	commercial property management or administration (Attach 2 signed reference letters in word document or pdf) (And Complete FORM: B2)	projects in the last three (3) years. (NB: signed appointment letter or letter of award will also be accepted)	15 = 1 reference letter for immovable commercial property management or administration projects in the last three years 0 = 0 reference letter for immovable commercial property management or administration projects in the last three years	
3	Key Experience (Project Manager) (25%)	Project management experience in immovable commercial property management or administration services: [At least One (1) Project Manager available to manage the immovable commercial property to be leased from SANRAL (And Complete FORM: B3)	At least One (1) Project Manager with minimum of 5 years' experience in immovable commercial property management or administration services	25 = One (1) Project manager with 5 years or more experience in immovable commercial property management or administration services 15 = Project manager with 4-3 years' experience in immovable commercial property management or administration services 10 = Project manager with 1-2 years' experience in immovable commercial property management or administration services 0 = Project manager with less than 1 years' experience in immovable commercial property management or administration services.	25
		Total			100

4.3STEP THREE: Evaluation and Final Weighted Scoring

a) Price and Specific Goal

SANRAL will utilise the following formula in its evaluation of Price:

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

P_s = Score for the Bid under consideration

P_t = Price of Bid under consideration

$P_{\min}$ = Price of lowest acceptable Bid

Specific goals	Criteria	10 points		20 points	
		Point allocation	Maximum points	Point allocation	Maximum points
B-BBEE Level	Level 1	10.00	10.00	20.00	20.00
	Level 2	9.00		18.00	
	Level 3	6.00		14.00	
	Level 4	5.00		12.00	
	Level 5	4.00		8.00	
	Level 6	3.00		6.00	
	Level 7	2.00		4.00	
	Level 8	1.00		2.00	
	Non-compliant contributor	0.00		0.00	

b) **Specific Goals** [Weighted score 20 point]

- Specific goals preference points claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in the specific goals Claim Form (FORM A18).

4.4 STEP FOUR: Post Tender Negotiations (if applicable)

- Respondents are to note that SANRAL may not award a contract if the price offered is not market-related. In this regard, SANRAL reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
 - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should SANRAL conduct post tender negotiations, Respondents will be requested to provide their best and final offers to SANRAL based on such negotiations. Where a market related price

has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

4.5 STEP FIVE: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Quotation by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- Otherwise, a final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

Respondents are to note that, on award of business, SANRAL is required to publish the tendered prices of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016. **[This is not applicable if RFP was not advertised on National Treasury e-Tender Publication Portal]**

Respondents declaring a commercial relationship with a DPIIP or FPPO are to note that SANRAL is required to annually publish on its website a list of all business contracts entered into with DPIIP or FPPO. This list will include successful Respondents, if applicable.

PRICING SCHEDULE

MONTHLY RENTAL PAYABLE (THE PRICE OFFER):

1.12.1.2.1 Table 1-2: Rental amount offered per month and annual rental escalation percentage

No.	Province	Property Description	Monthly rental reserve price (Excl. VAT) – Offers below the amount will not be considered	Sub-Total Rental Amount Offered per month (Excl. VAT)	VAT@15%	Total Rental Amount Offered per month (Incl. VAT)	Annual rental escalation percentage (Min. is CPIX +3%)-Bidder to insert Offer per property	Tick (✓) Properties Chosen
1	Gauteng, Boksburg	Portion 808 (portion of Portion 451) of the Farm Klipfontein No 836 – IR	R72 611.00	R	R	R	CPIX+3%+____%	
2	Gauteng, Boksburg	portion of Portion 156 (portion of Portion 5) (unregd) of the Farm Driefontein No 85 – IR	R78 160.00	R	R	R	CPIX+3%+____%	
3	Limpopo, Modimolle	Remainder of farm of the Farm Padbou No 424 – IR	R14 700.00	R	R	R	CPIX+3%+____%	
4	North West, Brits	Remainder of Portion 112 (portion of Portion 46) of the Farm Hartebeestfontein No 445 - JQ	R446 000.00	R	R	R	CPIX+3%+____%	
5	North West, Brits	portion of Remainder of Portion 89 (portion of Portion 58) of the Farm Zilkaatsnek No 439 - JQ	R981 785.00	R	R	R	CPIX+3%+____%	
6	Western Cape, Knysna	portion of Portion 149 (portion of Portion 18) of the Farm Uitzigt No 216 Adm Dist Knysna	R15 000.00	R	R	R	CPIX+3%+____%	
7	Western Cape, Kraaifontein	2. Remainder of Portion 250 (portion of Portion 199), Portion 208 (portion of Portion 204), Remainder of Portion 207 (portion of Portion 204), Remainder of Portion 205 (portion of Portion 204), Remainder of	R246 200.00	R	R	R	CPIX+3%+____%	

		Portion 206 (portion of Portion 204), Portion 368 (portion of Portion 210), Portion 445 (portion of Portion 214), Portion 468 (portion of Portion 382) (unregd), Portion 364 (portion of Portion 201) and Portion 363 (portion of Portion 200) all of the Farm Joostenberg Vlakke No 728 Adm Dist Paarl						
8	Western Cape, Worcester	Portion 77 (portion of Portion 50) of the Farm De Mond van Hartebeest Rivier No 379 Adm Dist Worcester	R3 800.00	R	R	R	CPIX+3%+ ____ %	

Note to bidder:

(a) The total rental amount per month offered includes VAT@15% [**Tenderer to insert in the Table above the Total Rental Amount per month as The Offer**]. **Bids offering less than the monthly rental reserve price (Excl. VAT) will not be considered**] This total amount per property must be carried to the **Form of Offer Form**.

(b) The Annual rental escalation percentage shall be a minimum of **CPIX plus 3%**. [**Tenderer to insert proposed annual rental escalation percentage. The minimum must be CPIX plus 3%. Bids offering less than CPIX plus 3% will not be considered**]. This annual rental escalation percentage per property must be carried to the **Form of Offer Form**.

(c) The fixed monthly rental (clause 1.12.1.2.1) shall escalate based on the average percentage of the CPIX plus 3% plus % offer as calculated over the preceding Twelve (12) months, on the anniversary of the COMMENCEMENT DATE.

(d) The charges indicated in clause 1.12.1.2.1 in respect of rental excludes payment in respect of rates & taxes and items indicated in section 3, clause 18, which will be the responsibility of the LESSEE.

(e) Since the payment of rates & taxes and items indicated in section 3, clause 18 are excluded from the rental, then part B, clause 6 of the Lease AGREEMENT shall apply.

(f) In the Agreement of Lease, clauses 1.11 to 1.14 shall apply.

Tenderers are to note that SANRAL will round off final pricing scores to the nearest 2 (two) decimal places.

Notes to Pricing:

- 4.5.1 All Prices above must be quoted in South African Rand, exclusive of VAT as provided. The final Offer must be inclusive of VAT.
- 4.5.2 Any disbursement not specifically priced for will not be considered/accepted by SANRAL.
- 4.5.3 To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule Indicated above and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

SECTION 5

RETURNABLE DOCUMENTS

List of Returnable Documents

The tenderer must complete the following returnable documents:

FORM	LIST OF RETURNABLE DOCUMENTS	STATUS
INVITATION TO BID	SBD 1 FORM	
FORM A2:	CERTIFICATE OF AUTHORITY FOR SIGNATORY	
FORM A3:	CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (WHERE APPLICABLE)	
FORM A4:	DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL	
FORM A5:	DECLARATION FORM - MANAGEMENT OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS	
FORM A6	CERTIFICATE OF FRONTING PRACTICES	
FORM A7	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
FORM A8:	DECLARATION OF TENDERER'S LITIGATION HISTORY	
FORM A9:	CERTIFICATE OF TAX COMPLIANCE STATUS	
FORM A10:	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	
FORM A11 (SBD4):	BIDDER'S DISCLOSURE	
FORM A12 (SBD6.1):	PREFERENCING SCHEDULE - TENDERER'S B-BBEE VERIFICATION	
FORM A13:	POPIA	
FORM A14:	CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION	
FORM A15:	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
FORM A16:	REGISTRATION WITH CIDB	
FORM A17:	CERTIFICATE OF SINGLE TENDER SUBMISSION	
FORM A18:	SPECIFIC GOALS POINTS CLAIM FORM	
FORM A19 (SBD6.2):	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	<u>N/A</u>
FORM A20:	LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE (ANNEXURE C)	<u>N/A</u>
FORM B1:	SCHEDULE OF WORK EXPERIENCE	
FORM B2:	KEY PERSONNEL EXPERIENCE	
FORM B3:	BUSINESS CASE SUBMISSION	

FORM B4:	CONFIRMATION OF TENDERER'S FINANCIAL STANDING	
FORM B5:	CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION	
FORM B6:	FINANCIAL OFFER TO BE SIGNED BY THE TENDERER	
FORM B7:	AGREEMENT OF LEASE	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [**the Agreement**] and fail to present SANRAL with such renewals as and when they become due, SANRAL shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which SANRAL may have for damages against the Respondent.

Signed:.....Date:.....

Name:.....Position.....

Tenderer.....

FORM A2: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Notes to tenderer:

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners. Submit a copy of the resolution on printed and bound hard copy and flash drive.
2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
 - authority for signatory,
 - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
3. The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.
4. In the event that authorisation is for more than one project, then all projects shall be listed in the copy of the resolution of the Board of Directors/Partners.

By resolution of the board of directors/partners passed at a meeting held on

Mr/Ms whose signature appears below, has been duly authorised to sign all documents in connection with the tender for contract no. **66130/1007/2025/02**

NRA 2025/0136: REQUEST FOR PROPOSALS FOR THE LEASE OF SANRAL COMMERCIAL PROPERTIES FOR A PERIOD OF FIVE (5) YEARS.

.....
.....

and any contract which may arise therefrom on behalf of (enter name of tenderer in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY:

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES:

SIGNATURE

SIGNATURE

NAME (print)

NAME (print)

FORM A3: JOINT VENTURE AGREEMENT

TENDER NO: 66130/1007/2025/02

NRA 2025/0136

Bidder Name	Contact Detail (Name, Cellphone, Email)	Share % in the JV
Lead Bidder:		
Total		100

Tenderer:

In the event of a Joint Venture, attach to this form a signed and properly completed Joint Venture Agreement
Lead Bidder shall have Majority share certificate.

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

FORM A4: DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL

Notes to tenderer:

1. The signatory for the tenderer (as per Form A2) shall complete and sign this form declaring the current status of (any) debt outstanding to SANRAL.
2. In the event that the tenderer is a Joint Venture, a declaration is required from each member of the Joint Venture.

I, the undersigned, declare that:

1. the tenderer or any of its Directors/Members do not have any debt outstanding to SANRAL, other than what is listed below:

.....
.....
.....
.....

2. the tenderer and/or any of its Directors/Members freely, voluntarily and without undue duress unconditionally authorises SANRAL to set off any debts agreed to which is due and payable by the tenderer or any of its Directors/Members in terms of this declaration against any moneys due to the tenderer or any of its Directors/Members.

3. to the best of my knowledge the above information is true and accurate.

Signed and sworn before me at on the day of

..... 20.....

.....

SIGNATURE

The deponent having:

1. Acknowledged that he/she knows and understands the contents hereof;
2. Confirmed that he/she has not objection to the taking of the prescribed oath;
3. That he/she considered the prescribed oath as binding upon his/her conscience; and
4. The Regulations contained in the Government Gazette Notice R1258 of July 1972 and R 1648 of August 1977 having been complied with.

.....

COMMISSIONER OF OATHS

FORM A5: Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)

Notes to Tenderer:

1. In line with a policy on the management of Prominent Influential Persons (PIP's), the purpose of this declaration form is to ensure maintenance and monitoring of the business relationships with prominent, influential stakeholders who have domestic and/or foreign influence as far as the procurement under the management of the Employer is concerned. This is done to mitigate the Employer's perceived association, reputational, operational or legal risk, as it strives to foster and maintain fair and transparent business relations. (This policy is available on the Employer's website: www.nra.co.za)
2. It is compulsory that all prospective and existing tenderers conducting business with the Employer, who potentially meet the definition of DPIP's, FPPO's or FIN's, complete this form by supplying credible information as required and submit together with their tender document.
3. Tenderers are required at the tender stage to declare any DPIP's, FPPO's or FIN's involved in their tenders, as part of their submission.
4. Further, that tenderers shall at the tender stage furnish the Employer of all information relating to namely, shareholders names, identity numbers and share certificates of the individual and/or transaction concerned using the form below, for verification purposes, including where applicable, confirmation as it relates to:
 - i. Knowledge of any offence within the meaning of Chapter 2, Section 12 and 13 of Prevention and Combating of Corrupt Practices Act No 4 of 2006; and/or
 - ii. Knowledge of any offence within the meaning of Chapter 3 of Prevention of Organised Crime Act No 121 of 1998 as it relates to any of the shareholders, directors, owners and/or individual link to the tenderer.
5. Tenderers undertake that should it be discovered that the information provided in the table below is fraudulently or negligently misrepresented, then Chapter 9, Section 214 and 216 of Companies Act No 17 of 2008 shall apply to shareholders, directors, owners and/or individual link to the tenderer.
6. Should the tenderer fail to declare or supply the Employer with credible information in the prescribed form, the tender may be rendered invalid.
7. Should the Employer, in the process of conducting verification and investigation of information supplied by the tenderer find out that the information poses a reputational risk, the tender shall be rendered invalid.
8. The following definitions shall apply:
 - i. "Board" means the Board of Directors or the Accounting Authority of the Employer.
 - ii. "Business relationship" means the connection formed between the Employer and external stakeholders for commercial purposes.
 - iii. "DD" means Due Diligence.
 - iv. "Domestic Prominent Influential Person" means an individual who holds an influential position, including in an acting position for a period exceeding 6 (six) months, or has held at any time in the preceding 12 (twelve) months, in the Republic, as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017.
 - v. "DPIP" means a Domestic Prominent Influential Person.
 - vi. "Family members and known close associates" means immediate family members and known close associates of a person in a foreign or domestic prominent position, as the case may be, as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017.
 - vii. "Foreign Influential National" means an individual who is not a South African citizen or does not have a permanent residence permit issued in terms of the Immigration Act No 13 of 2002, who possesses personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.

- viii. "Foreign Prominent Public Official" means (as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017) an individual who holds or has held at any time in the preceding 12 (twelve) months, in any foreign country a prominent public function.
 - ix. "FPPO" means a Foreign Prominent Public Official.
 - x. "Improper influence" means personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.
 - xi. "The Employer" means the South African National Roads Agency SOC Limited (SANRAL) with registration number 1998/009584/30.
 - xii. "Senior Management" means the Executive Committee or its individual members.
9. A separate declaration is required from each DPIP, FPPO and FIN. In the event that the tenderer is a Joint Venture (JV), a separate declaration from each DPIP, FPPO and Fin from each of the Joint Venture (JV) members, is required.

Prominent Influential Persons (PIP's) Reporting Form

IDENTIFICATION PARTICULARS				
Primary Particulars	First Name	Surname	Middle Name	ID/Passport Number
Country Details	Country of Origin		Citizenship	Current Country of Residence
CURRENT STATUS AND BACKGROUND				
Current Occupation	Occupational Title		Status	
			Active	Non-active
Is the potential/business partner (mark with an "X" whichever is applicable):				
a DPIP	a FPPO	a FIN	Family member or Close Associate of a DPIP/FPPO/FIN?	
KNOWN BUSINESS INTERESTS				
No	Name of Entity	Role in Entity	Status	
1			Active	Non-active
2				
3				
4				
5				

MEDIA REPORTS / OTHER SOURCES OF INFORMATION
(Please reference all known negative or damaging media reports associated with the DPIP/FPPO/FIN)

Reporting Person/s:

Full names:		
Designation:		
Department:		
Head of Department:		
Head of Department's signature:	Date:	
Reporting Person's signature:	Date:	

DECLARATION / UNDERTAKING BY THE TENDERER

I, the undersigned,

declare that:

- the information furnished on this declaration form is true and correct.
- I accept that, any action may be taken against me should this declaration prove to be false.

Signed:.....Date:.....

Name:.....Position:.....

Tenderer:.....

FORM A6: CERTIFICATE OF FRONTING PRACTICES

Fronting Practices

Window-dressing: This includes cases in which black people are appointed or introduced to an enterprise on the basis of tokenism and may be:

- Discouraged or inhibited from substantially participating in the core activities of an enterprise; and
- Discouraged or inhibited from substantially participating in the stated areas and/or levels of their participation.

Benefit Diversion: This includes initiatives implemented where the economic benefits received as a result of the B-BBEE Status of an enterprise do not flow to black people in the ratio as specified in the relevant legal documentation.

Opportunistic Intermediaries: This includes enterprises that have concluded agreements with other enterprises with a view to leveraging the opportunistic intermediary's favourable B-BBEE status in circumstances where the agreement involves:

- Significant limitations or restrictions upon the identity of the opportunistic intermediary's suppliers, Service Providers, clients or customers;
- The maintenance of their business operations in a context reasonably considered improbable having regard to resources; and
- Terms and conditions that are not negotiated at arms-length on a fair and reasonable basis.

Responsibility to Report Fronting

In order to effectively deal with the scourge of Fronting, verification agencies, and/or procurement officers and relevant decision makers are encouraged to obtain a signed declaration from the clients or entities that they verify or provide business opportunities to, which states that the client or entity understands and accepts that the verification agency, procurement officer or relevant decision maker may report Fronting practices to **the dti**. Intentional misrepresentation by measured entities may constitute fraudulent practices, public officials and verification agencies are to report such cases to **the dti**.

Fronting Indicators

• The black people identified by an enterprise as its shareholders, executives or management are unaware or uncertain of their role within an enterprise;
• The black people identified by an enterprise as its shareholders, executives or management have roles of responsibility that differ significantly from those of their non-black peers;
• The black people who serve in executive or management positions in an enterprise are paid significantly lower than the market norm, unless all executives or management of an enterprise are paid at a similar level;
• There is no significant indication of active participation by black people identified as top management at strategic decision making level;
• An enterprise only conducts peripheral functions and does not perform the core functions reasonably

expected of other, similar, enterprises;
• An enterprise relies on a third-party to conduct most core functions normally conducted by enterprises similar to it;
• An enterprise cannot operate independently without a third-party, because of contractual obligations or the lack of technical or operational competence;
• The enterprise displays evidence of circumvention or attempted circumvention;
• An enterprise buys goods or services at a significantly different rate than the market from a related person or shareholder;
• An enterprise obtains loans, not linked to the good faith share purchases or enterprise development initiatives, from a related person at an excessive rate; and
• An enterprise shares all premises and infrastructure with a related person, or with a shareholder with no B-BBEE status or a third-party operating in the same industry where the cost of such premises and infrastructure is disproportionate to market-related costs.

DECLARATION

I, the undersigned,

in submitting the accompanying tender on behalf of the tenderer do hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and understand the contents of this certificate.
2. I accept that the Employer may report fronting practices to the Department of Trade and Industry and the B-BBEE Commissioner.
3. I accept that intentional misrepresentation by measured entities may constitute fraudulent practices that shall be reported to the Department of Trade and Industry and the B-BBEE Commissioner.

Signed:.....Date:.....

Name:.....Position:.....

Tenderer:.....

FORM A7: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

The tenderer shall provide a copy supplier registration from the National Treasury Central Supplier Database (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database at tender closure will be declared non-responsive. In the case of a Joint Venture a printed copy supplier registration from must be provided for each member of the Joint Venture.

Name of Service Provider:

Central Supplier Database Supplier Number:

Supplier Commodity:

Delivery Location:

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

FORM A8: DECLARATION OF TENDERER'S LITIGATION HISTORY

Note to tenderer:

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

Signed:.....Date:.....

Name:.....Position:.....

Tenderer:.....

FORM A9: CERTIFICATES OF TAX COMPLIANCE

The Tenderer shall complete the declaration below.

I, (name)

the undersigned in my capacity as (position)

on behalf of (name of company)

herewith grant consent that SARS may disclose to the South African National Roads Agency SOC Limited (SANRAL) our tax compliance status.

For this purpose our unique security personal identification number (PIN) is

In the event of a joint venture each member shall comply with the above requirements.

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

FORM A10: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER

PAGE	DESCRIPTION

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

FORM A11: BIDDER'S DISCLOSURE SBD4

Notes to tenderer:

i. Definitions:

a) "State" means:

- any National or Provincial Department, National or Provincial Public Entity or Constitutional Institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999);
- any Municipality of Municipal Entity;
- Provincial Legislature;
- National Assembly or the National Council of Provinces; or
- Parliament.

b) "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- ii. In the case of a joint venture (JV), a separate declaration form is to be completed and submitted by each JV member.
- iii. If the Form is omitted or blank; or if the tenderer found to have failed to declare conflict or declare false information, The tender will be declared non-responsive and should it be discovered after the award of a contract, contract may be terminated and tenderer will be ultimately restricted from doing business with the State.

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- a. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

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

YES/NO

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

Full Name	Identity Number	Name of State institution

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

YES/NO

- 2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

If so, furnish particulars:

.....
.....

DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between

partners in a joint venture or consortium² will not be construed as collusive bidding.

- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING
ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE BE
FALSE.

.....

Signature

.....

Date

.....

.....

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

FORM A12:TENDERER'S B-BBEE VERIFICATION CERTIFICATE (INCORPORATING SBD 6.1)

Notes to Tenderer:

1. A tenderers' scorecard shall be a B-BBEE Verification Certificate issued in accordance with:

- The Amended Generic Codes of Good Practice issued in terms of government gazette No. 42496, issued on 31 May 2019.

i) The scorecard shall be submitted as a certificate attached to Returnable Schedule Form A14; and

ii) The certificate shall:

- Be valid at the closing date;
- Have been issued by a verification agency accredited by the South African National Accreditation System (SANAS);
- Be in the form of a sworn affidavit (accompanied by an audited financial statement or Management Account on the latest financial year) or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME); and
- Have a date of issue less than 12 (twelve) months prior to the tender closing date (see Tender Data 4.15); and

iii) A valid BBBEE Certificates shall contain:

- Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.
- Value-Added Tax number, where applicable.
- The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes.
- B-BBEE status with corresponding procurement recognition level.
- The relevant Codes used to issue the B-BBEE verification certificate.
- Have a date of issue and expiry (e.g. 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate.
- Financial period which was used to issue the B-BBEE Verification Certificate

iv) A valid Sworn Affidavit must contain the following:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit.
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage black ownership, black female ownership and whether they fall within a designated group.
- Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts.
- Financial year-end (must be in the format dd/mm/yyyy) as per the enterprise's registration documents, which was used to determine the total revenue.
- B-BBEE status level. An enterprise can only have one status level.
- Date deponent signed and date of Commissioner of Oath must be the same.
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

- v) In an event of an un-incorporated Joint Venture (JV), a valid project specific (must contain SANRAL project name and number) consolidated B-BBEE Verification Certificate in the name of the JV shall be submitted.

A notated affidavit is given below. this indicates critical information that is required., as well as formats and conventions that must be adhered to.

Please use appropriate affidavit linked to your Sector code; where applicable.

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

FORM A13: PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. SANRAL will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is “SANRAL” and the Data subject is the “Respondent”. SANRAL will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. SANRAL reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning SANRAL.
5. In responding to this bid, SANRAL acknowledges that it will obtain and have access to personal information of the Respondent. SANRAL agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. SANRAL further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by SANRAL and/or its authorised appointed third parties.
7. Furthermore, SANRAL will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, SANRAL requires the Respondent to process any personal information disclosed by SANRAL in the bidding process in the same manner.
8. SANRAL shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).
9. SANRAL shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The

Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request SANRAL to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that SANRAL correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in SANRAL's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

YES		NO	
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12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying SANRAL against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

Should a Respondent have any complaints or objections to processing of its personal information, by SANRAL, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

FORM A14: CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION

Notes to tenderer

1. The tenderer shall complete the declaration below.
2. In the event of a Joint Venture (JV), each member of the JV shall comply with the above requirements.

I, _____ (name), the undersigned in my capacity as _____ (position), on behalf of _____ (name of company), herewith grant consent that SANRAL or any of their appointed Service Providers may conduct a due diligence investigation on _____ (name of company) to evaluate our ability to perform the contract as stipulated in the Standard Conditions of Tender, Clause C.3.13(b).

In addition, any information in this regard requested by SANRAL or any of their appointed Service Providers, shall be submitted within the timelines of the request.

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

FORM A15: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Notes to tenderer:

1. **This declaration:**
 - a. **must form part of all tenders submitted.**
 - b. **in the case of a joint venture (JV), must be completed and submitted by each member of the JV**
2. **This form serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse and/or misused the State's procurement of the supply chain management system.**
3. **The tender of any tenderer may be disregarded if that tenderer or any of its directors have –**
 - a. **abused and/or misused the State's procurement and/or supply chain management system;**
 - b. **committed fraud, corruption, or any other improper conduct in relation to such State system; and/or**
 - c. **has been charged with fraud, corruption or any other improper conduct whether of a criminal or civil nature during the course and scope of rendering services to the state or any other party and/or entity; or**
 - d. **failed to perform on any previous contract [with the State].**
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.**

4.1	Is the tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/ Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied. The Database of Restricted Suppliers now resides on the National Treasury website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If Yes, furnish particulars:		
4.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combatting of Corrupt Activities Act (No. 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If Yes, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If Yes, furnish particulars:		
4.4	Was any contract between the tenderer and any organ of State terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If Yes, furnish particulars:		

CERTIFICATION

I, the undersigned,

certify that the information furnished on this declaration form is true and correct.

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

Signed:.....Date:.....

Name:..... Position.....

Tenderer:.....

FORM A16: REGISTRATION WITH CIDB

The tenderer shall provide a pdf copy of the Active Contractor's Listing off the CIDB website www.cidb.org.za. Tenderers whose CIDB registration expires within 21 days after close of tender shall attach proof of their application for re-registration (refer to tender data clause C.2.1.1). In the case of a Joint Venture, a pdf copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Complete the following details of his registration with the Construction Industry Development Board.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Registration expiry date:

In the case of a Joint Venture, Lead Bidder must hold not less than 51% share in the JV.

	CIDB Grading	JV Shareholding %
Lead Bidder:		

Signed:.....Date:.....

Name:.....Position:.....

Tenderer:.....

FORM A17: CERTIFICATE OF SINGLE TENDER SUBMISSION

Notes to tenderer:

1. This certificate serves as a declaration by the tenderer that a single tender was submitted.
2. In the case of a Joint Venture (JV), a separate certificate is to be completed and submitted by each JV member.

DECLARATION

I, the undersigned, in submitting the accompanying tender on behalf of the tenderer do hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and understand the notes to, and the contents of, this certificate.
2. I understand that the accompanying tender and any other tender shall be disqualified in the event that I, including a Joint Venture partner participate in more than 1 (one) tender.

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

FORM A18: SPECIFIC GOALS POINTS CLAIM FORM

This form contains general information and serves as a claim for preference points for specific goals Contribution. SANRAL will award preference points to companies who provide valid proof of evidence of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20 preference point** system shall be applicable. Despite the stipulated preference point system, SANRAL shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution.
- (c) Any other specific goal determined in SANRAL. In this instance, locality is the specific goal and municipality statement to be submitted as proof of business address

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and Specific Goals must not exceed	100

1.5 Failure on the part of a bidder to submit proof of specific goals together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, 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 purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"** means:
- 1) B-BBEE status level certificate issued by an unauthorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by SANRAL to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

3.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn-Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)

	[Sworn- affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME³	Sworn-Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 3.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 3.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 3.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 3.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 3.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

4. BID DECLARATION

- 4.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

5. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

- 5.1 B-BBEE Status Level of Contribution: . =(maximum of 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

6. SUB-CONTRACTING

- 6.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES		NO	
-----	--	----	--

- 6.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with any of the enterprises below:

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

7.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

7.7 Total number of years the company/firm has been in business:.....

7.8

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 4.1 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 4.1 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, SANRAL reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS
.....

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

**FORM A19 (SBD6.2): DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT
FOR DESIGNATED SECTORS (INCORPORATING SBD6.2)**

Note to tenderer:

1. This will be a condition of contract.

This Standard Bidding Document (SBD) 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).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content, 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. General Conditions

- 1.1. 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.
- 1.2. 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.
- 1.3. 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 South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule – Form A3.6) are not submitted as part of the bid documentation.

2. 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:

Description of services, works or goods	Stipulated minimum threshold

2. Does any portion of the services, works or goods offered have any imported content?

YES		NO	
-----	--	----	--

Tick applicable box

3.1 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 SARB for the specific currency on .

The relevant rates of exchange information is accessible on <https://www.resbank.co.za>.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate(s) of exchange used.

3. 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 AO/AA provide directives in this regard.

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. BID NUMBER: NRA2025/0136 REQUEST FOR PROPOSALS FOR LEASING OF SANRAL COMMERCIAL PROPERTIES FOR A PERIOD OF FIVE (5) YEARS.

ISSUED BY: South African National Roads Agency SOC Limited

N.B.:

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.
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 (full names),
do hereby declare, in my capacity as
of (name of bidder entity)
the following:

- (a) the facts contained herein are within my own personal knowledge;
- (b) I have satisfied myself that 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
- (c) the local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declarations D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

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 percentage for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declarations D and E.

- d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- 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/Institution restricting the tenderer from tendering.

SIGNATURE:

DATE:

WITNESS No. 1:

WITNESS No. 2:

FORM A20: LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE (ANNEXURE C)

Note to tenderer:

This will be a condition of contract.

C1	Tender No.:								
C2	Tender Description:								
C3	Designated Product(s):								
C4	Tender Authority:								
C5	Tendering Entity Name:								
C6	Tender Exchange Rate:	Pula	P	EU	€	GBP	£	OTHER (specify)	

Note: VAT to be excluded from all calculations

Calculation of Local Content								Tender Summary			
Tender Item No's	List of Items	Tender Price Each (Excl. VAT)	Exempted Imported Value	Tender Value Net of Exempted Imported Content	Imported Value	Local Value	Local Content % (Per Item)	Tender Qty	Total Tender Value	Total Exempted Imported Content	Total Imported Content
		(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
(C20) Total Tender Value									R		
(C21) Total Exempt Imported Content										R	
(C22) Total Tender value net of exempt imported content										R	
(C23) Total Imported Content											R
(C24) Total Local Content											R
(C25) Average Local Content % of tender											%

Signature of tenderer from Annexure B:

(SANS 1286:2017)

Date:

TENDER NO: 66130/1007/2025/02

NRA 2025/0136: REQUEST FOR PROPOSALS FOR THE LEASE OF SANRAL COMMERCIAL PROPERTIES FOR A PERIOD OF FIVE (5) YEARS.

ANNEXURE D: IMPORTED CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEXURE C

(D1)	Tender No.:							Note: VAT to be excluded from all calculations
(D2)	Tender Description:							
(D3)	Designated Product(s):							
(D4)	Tender Authority:							
(D5)	Tendering Entity Name:							
(D6)	Tender Exchange Rate:	Pula	P	EU	€	GBP	£	

A. Exempted imported content				Calculation of imported content						Summary	
Tender item No's	Description of imported content	Local Supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port entry of	All locally incurred landing costs & duties	Total landed cost excl. VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value	R0
-----------------------------------	----

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item No's	Description of imported content	Local Supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl. VAT	Tender Qty	Exempted imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R0	

TENDER NO: 66130/1007/2025/02

NRA 2025/0136: REQUEST FOR PROPOSALS FOR THE LEASE OF SANRAL COMMERCIAL PROPERTIES FOR A PERIOD OF FIVE (5) YEARS

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl. VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the	Overseas beneficiary	Foreign currency	Tender Rate of Exchange	Local value of

	payment		value paid	
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

payments
(D51)
R 0

Signature of tenderer from Annexure B:
(SATS 1286.2011)

(D53) Total of imported content & foreign currency
payments - (D32), (D45) & (D52) above

R 0

**This total must correspond with Annex C - C
23**

Date:

TENDER NO: 66130/1007/2025/02

NRA 2025/0136: REQUEST FOR PROPOSALS FOR THE LEASE OF SANRAL COMMERCIAL PROPERTIES FOR A PERIOD OF FIVE (5) YEARS

ANNEXURE E: IMPORTED CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEXURE C

(E1)	Tender No.:		Note: VAT to be excluded from all calculations
(E2)	Tender Description:		
(E3)	Designated Product(s):		
(E4)	Tender Authority:		
(E5)	Tendering Entity Name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content

R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annexure B:

(SATS 1286:2011)

Date:

Not Applicable

FORM B1: BUSINESS CASE SUBMISSION FOR EACH IMMOVABLE COMMERCIAL PROPERTY TO BE LEASED FROM SANRAL

TENDER NO: 66130/1007/2025/02

NRA 2025/0136: REQUEST FOR PROPOSALS FOR THE LEASE OF SANRAL COMMERCIAL PROPERTIES FOR A PERIOD OF FIVE (5) YEARS

Note to tenderer:

- Tenderer shall submit a detailed business case for each immovable commercial property to be leased from SANRAL. This is to demonstrate how the Tenderer shall generate income to ensure SANRAL receives monthly lease rental plus annual rental escalation during the term of the lease period of 5 years. The business case shall project the term of the lease which is 5 years (60 months).
- The Business Case shall include relevant information, minimum being income and expenses over the next five years. Additional information may be included which should entail, amongst others, market research overview, sales and marketing plan, statement of profit and loss, and a cash flow statement.

No.	Province	Property Description	Property Address	Classification	Tick (✓) property Chosen	Tick (✓) Business Case Submitted
1	Gauteng, Boksburg	Portion 808 (portion of Portion 451) of the Farm Klipfontein No 836 – IR	The property is accessed from Annabella Road GPS Coordinates: Lat - 26.174916 Lon 28.241103	Vacant Land		
2	Gauteng, Boksburg	portion of Portion 156 (portion of Portion 5) (unregd) of the Farm Driefontein No 85 – IR	corner of North Rand Road and Gibb Road in Hughes in close proximity of East Rand Mall GPS Coordinates: Lat - 26.178744 Lon 28.232096	Vacant Land		
3	Limpopo, Modimolle	Remainder of farm of the Farm Padbou No 424 – IR	From the N1 take the R33 to Modimolle and turn onto road D1087 which leads to the property. GPS Coordinates: Lat - 24.727701 Lon 28.516707	Vacant Land		
4	North West, Brits	Remainder of Portion 112 (portion of Portion 46) of the Farm Hartebeestfontein No 445 - JQ	The property is accessed from R511 GPS Coordinates: Lat - 25.664874 Lon 27.857509	Vacant Land		
5	North West, Brits	portion of Remainder of Portion 89 (portion of Portion	The property is accessed from Denne Road	Vacant Land		

		58) of the Farm Zilkaatsnek No 439 - JQ	GPS Coordinates: Lat - 25.664758 Lon 27.857445			
6	Western Cape, Knysna	portion of Portion 149 (portion of Portion 18) of the Farm Uitzigt No 216 Adm Dist Knysna	The property is accessed from Belvedere Road GPS Coordinates: Lat - 25.664758 Lon 27.857445	Structure on the property used for residential purposes		
7	Western Cape, Kraaifontein	2. Remainder of Portion 250 (portion of Portion 199), Portion 208 (portion of Portion 204), Remainder of Portion 207 (portion of Portion 204), Remainder of Portion 205 (portion of Portion 204), Remainder of Portion 206 (portion of Portion 204), Portion 368 (portion of Portion 210), Portion 445 (portion of Portion 214), Portion 468 (portion of Portion 382) (unregd), Portion 364 (portion of Portion 201) and Portion 363 (portion of Portion 200) all of the Farm Joostenberg Vlake No 728 Adm Dist Paarl	The property is situated in Joostenbergvlakte Kraaifontein and accessed from Tarentaal Road GPS Coordinates: Lat - 25.664758 Lon 27.857445	Vacant Land		
8	Western Cape, Worcester	Portion 77 (portion of Portion 50) of the Farm De Mond van Hartebeest Rivier No 379 Adm Dist Worcester	The property is situated outside of Worcester and accessed from Chavonnes Road via the R101 or the R43 GPS Coordinates: Lat - 25.664758 Lon 27.857445	Vacant Land		

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

FORM B2: SCHEDULE OF WORK EXPERIENCE

TENDER NO: 66130/1007/2025/02

NRA 2025/0136: REQUEST FOR PROPOSALS FOR THE LEASE OF SANRAL IMMOVABLE COMMERCIAL PROPERTIES FOR A PERIOD OF FIVE (5) YEARS

Notes to tenderer:

- 1. Bidder shall submit two (2) contactable references for immovable commercial property management or administration projects undertaken in the last three (3) years that are relevant/similar to this tender scope of work.
- 2. In addition to (1), bidder shall complete the following table indicating references that were indicated above.

Client Name	Client Contact Person	Client contact details: Email & Phone number	Project NAME	Project Description	Project VALUE (Incl. VAT)	Start date – End Date
1						
2						

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

FORM B3: KEY PERSONNEL EXPERIENCE

TENDER NO: 66130/1007/2025/02

NRA 2025/0136: REQUEST FOR PROPOSALS FOR THE LEASE OF SANRAL COMMERCIAL PROPERTIES FOR A PERIOD OF FIVE (5) YEARS

Notes to tenderer:

1. Bidder shall submit **Key Personnel** experience relevant/similar to this tender scope of works regarding immovable commercial property management or administration by completing the following curriculum vitae below to demonstrate the Project Manager’s experience that will be responsible for managing SANRAL’s leased immovable commercial property.

CURRICULUM VITAE TO BE COMPLETED BY BIDDER

Please also provide **certified copies of qualifications, certificates** of the Project Manager as Key Personnel to be assigned for this project

Proposed role in the project: IMMOVABLE COMMERCIAL PROPERTY PROJECT MANAGER

1. Last name
2. First name:
3. Date of birth:
4. Nationality
5. Professional Registration:
6. Education

Institution (Date from - Date to)	Institution enrolled

7. Present position:
8. Years within the organisation:
9. Key qualifications (relevant to the project)

10. Professional Experience

Date (From – To) (mm/yyyy)	
Organisation	
Location	
Position	
Description of duties	

Date (From – To) (mm/yyyy)	
Organisation	
Location	
Position	
Description of duties	

Date (From – To) (mm/yyyy)	
Organisation	
Location	
Position	
Description of duties	

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

FORM B4: CONFIRMATION OF TENDERER'S FINANCIAL STANDING**TENDER NO: 66130/1007/2025/02****NRA 2025/0136: REQUEST FOR PROPOSALS FOR THE LEASE OF SANRAL COMMERCIAL PROPERTIES FOR A PERIOD OF FIVE (5) YEARS****Notes to tenderer:**

1. Bidder shall submit (a) Tenderers income and expenses statement in the last 12 months. The last 12 months bank statement showing income and expenses shall also be acceptable and must be embodied in an accompanying letter issued by a registered bank, clearly marked with the details of the Tenderer, and stapled to this **FORM B4**. The bidder shall also submit (b) Tenderer's balance sheet in the last 12 months.

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

FORM B5: CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION**TENDER NO: 66130/1007/2025/02****NRA 2025/0136: REQUEST FOR PROPOSALS FOR THE LEASE OF SANRAL COMMERCIAL PROPERTIES FOR A PERIOD OF FIVE (5) YEARS****Notes to Tenderer:**

- 1) The tenderer shall complete the declaration below.
- 2) In the event of a Joint Venture (JV), each member of the JV shall comply with the above requirement.

I, (name), the undersigned in my capacity

as (position), on behalf of

..... (name of company),

herewith grant consent that SANRAL or any of their appointed Service Providers may conduct a due

diligence investigation on (name of company)

to evaluate our ability to perform the contract as stipulated in the Tender Document, Section 3.

In addition, any information in this regard requested by SANRAL or any of their appointed Service Providers,

shall be submitted within the timelines of the request.

.....
SIGNATURE DATE

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

FORM B6: FINANCIAL OFFER FOR EACH PROPERTY**TENDER NO: 66130/1007/2025/02****NRA 2025/0136: REQUEST FOR PROPOSALS FOR THE LEASE OF SANRAL COMMERCIAL PROPERTIES FOR A PERIOD OF FIVE (5) YEARS****Notes to tenderer:**

1. Unless stated otherwise, the Total Monthly Rental Offers here shall be inclusive of VAT.
2. The offer does not include any municipal charges, such as water, electricity, rates, taxes, sewerage, etc.
3. The successful Tenderer shall be responsible for these charges, in addition to a deposit equivalent to one (1) month's rental. The proposal is based solely on the **total rental amount for one (1) month inclusive of VAT**

No.	Province	Property Description	Property Address	Classification	Tick (✓) property Chosen	Tick (✓) completed and signed Offer page for chosen property
1	Gauteng, Boksburg	Portion 808 (portion of Portion 451) of the Farm Klipfontein No 836 – IR	The property is accessed from Annabella Road GPS Coordinates: Lat - 26.174916 Lon 28.241103	Vacant Land		
2	Gauteng, Boksburg	portion of Portion 156 (portion of Portion 5) (unregd) of the Farm Driefontein No 85 – IR	corner of North Rand Road and Gibb Road in Hughes in close proximity of East Rand Mall GPS Coordinates: Lat -26.178744 Lon 28.232096	Vacant Land		
3	Limpopo, Modimolle	Remainder of farm of the Farm Padbou No 424 – IR	From the N1 take the R33 to Modimolle and turn onto road D1087 which leads to the property. GPS Coordinates: Lat -24.727701 Lon 28.516707	Vacant Land		
4	North West, Brits	Remainder of Portion 112 (portion of Portion 46) of the Farm Hartebeestfontein No 445 - JQ	The property is accessed from R511	Vacant Land		

			GPS Coordinates: Lat -25.664874 Lon 27.857509			
5	North West, Brits	portion of Remainder of Portion 89 (portion of Portion 58) of the Farm Zilkaatsnek No 439 - JQ	The property is accessed from Denne Road GPS Coordinates: Lat -25.664758 Lon 27.857445	Vacant Land		
6	Western Cape, Knysna	portion of Portion 149 (portion of Portion 18) of the Farm Uitzigt No 216 Adm Dist Knysna	The property is accessed from Belvedere Road GPS Coordinates: Lat -25.664758 Lon 27.857445	Structure on the property used for residential purposes		
7	Western Cape, Kraaifontein	2. Remainder of Portion 250 (portion of Portion 199), Portion 208 (portion of Portion 204), Remainder of Portion 207 (portion of Portion 204), Remainder of Portion 205 (portion of Portion 204), Remainder of Portion 206 (portion of Portion 204), Portion 368 (portion of Portion 210), Portion 445 (portion of Portion 214), Portion 468 (portion of Portion 382) (unregd), Portion 364 (portion of Portion 201) and Portion 363 (portion of Portion 200) all of the Farm Joostenberg Vlake No 728 Adm Dist Paarl	The property is situated in Joostenbergvlakte Kraaifontein and accessed from Tarentaal Road GPS Coordinates: Lat -25.664758 Lon 27.857445	Vacant Land		
8	Western Cape, Worcester	Portion 77 (portion of Portion 50) of the Farm De Mond van Hartebeest Rivier No 379 Adm Dist Worcester	The property is situated outside of Worcester and accessed from Chavonnes Road via the R101 or the R43 GPS Coordinates: Lat -25.664758 Lon 27.857445	Vacant Land		

Bidder to complete and sign The Offer page below for the chosen immovable commercial property to be leased

1. Portion 808 (portion of Portion 451) of the Farm Klipfontein No 836 – IR

I/We _____

hereby tender the amount of R _____

(_____

_____ *insert amount in words*)

And CPIX plus 3% + _____ percent for the lease of **Portion 808 (portion of Portion 451) of the Farm Klipfontein No 836 – IR .**

SIGNATURE: _____

Name (print): _____

Identity Number: _____

DATE: _____

WITNESS: _____

Name (print): _____

Identity Number: _____

DATE: _____

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

2. portion of Portion 156 (portion of Portion 5) (unregd) of the Farm Driefontein No 85 – IR

I/We _____

hereby tender the amount of R _____

(_____

_____ *insert amount in words*)And CPIX plus 3% + _____ for the lease of **portion of Portion 156 (portion of Portion 5)****(unregd) of the Farm Driefontein No 85 – IR**

SIGNATURE: _____

Name (print): _____

Identity Number: _____

DATE: _____

WITNESS: _____

Name (print): _____

Identity Number: _____

DATE: _____

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

3. Remainder of farm of the Farm Padbou No 424 – IR

I/We _____

hereby tender the amount of R _____

(_____

_____ *insert amount in words*)

And CPIX plus 3% + _____ for the lease of **Remainder of farm of the Farm Padbou No 424 – IR**

SIGNATURE: _____

Name (print): _____

Identity Number: _____

DATE: _____

WITNESS: _____

Name (print): _____

Identity Number: _____

DATE: _____

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

4. Remainder of Portion 112 (portion of Portion 46) of the Farm Hartebeestfontein No 445 - JQ

I/We _____

hereby tender the amount of R _____

(_____

_____ *insert amount in words*)

And CPIX plus 3% + _____ for the lease of **Remainder of Portion 112 (portion of Portion 46) of the Farm Hartebeestfontein No 445 - JQ**

SIGNATURE: _____

Name (print): _____

Identity Number: _____

DATE: _____

WITNESS: _____

Name (print): _____

Identity Number: _____

DATE: _____

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

5. portion of Remainder of Portion 89 (portion of Portion 58) of the Farm Zilkaatsnek No 439 - JQ

I/We _____

hereby tender the amount of R _____

(_____

_____ *insert amount in words*)

And CPIX plus 3% + _____ for the lease of **portion of Remainder of Portion 89 (portion of Portion 58) of the Farm Zilkaatsnek No 439 - JQ**

SIGNATURE: _____

Name (print): _____

Identity Number: _____

DATE: _____

WITNESS: _____

Name (print): _____

Identity Number: _____

DATE: _____

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

6. portion of Portion 149 (portion of Portion 18) of the Farm Uitzigt No 216 Adm Dist Knysna

I/We _____

hereby tender the amount of R _____

(_____

_____ *insert amount in words*)

And CPIX plus 3% + _____ for the lease of **portion of Portion 149 (portion of Portion 18)**
of the Farm Uitzigt No 216 Adm Dist Knysna

SIGNATURE: _____

Name (print): _____

Identity Number: _____

DATE: _____

WITNESS: _____

Name (print): _____

Identity Number: _____

DATE: _____

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

7. Remainder of Portion 250 (portion of Portion 199), Portion 208 (portion of Portion 204), Remainder of Portion 207 (portion of Portion 204), Remainder of Portion 205 (portion of Portion 204), Remainder of Portion 206 (portion of Portion 204), Portion 368 (portion of Portion 210), Portion 445 (portion of Portion 214), Portion 468 (portion of Portion 382) (unregd), Portion 364 (portion of Portion 201) and Portion 363 (portion of Portion 200) all of the Farm Joostenberg Vlake No 728 Adm Dist Paarl

I/We _____

hereby tender the amount of R _____

(_____

_____ *insert amount in words*)

And CPIX plus 3% + _____ for the lease of **Remainder of Portion 250 (portion of Portion 199), Portion 208 (portion of Portion 204), Remainder of Portion 207 (portion of Portion 204), Remainder of Portion 205 (portion of Portion 204), Remainder of Portion 206 (portion of Portion 204), Portion 368 (portion of Portion 210), Portion 445 (portion of Portion 214), Portion 468 (portion of Portion 382) (unregd), Portion 364 (portion of Portion 201) and Portion 363 (portion of Portion 200) all of the Farm Joostenberg Vlake No 728 Adm Dist Paarl**

SIGNATURE: _____

Name (print): _____

Identity Number: _____

DATE: _____

WITNESS: _____

Name (print): _____

Identity Number: _____

DATE: _____

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

8. Portion 77 (portion of Portion 50) of the Farm De Mond van Hartebeest Rivier No 379 Adm Dist Worcester

I/We _____

hereby tender the amount of R _____

(_____

_____ *insert amount in words*)

And CPIX plus 3% + _____ for the lease of **Portion 77 (portion of Portion 50) of the Farm**

De Mond van Hartebeest Rivier No 379 Adm Dist Worcester

SIGNATURE: _____

Name (print): _____

Identity Number: _____

DATE: _____

WITNESS: _____

Name (print): _____

Identity Number: _____

DATE: _____

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

ANNEXURE "A" PLANS DEPICTING THE LEASED AREA

Property Description:

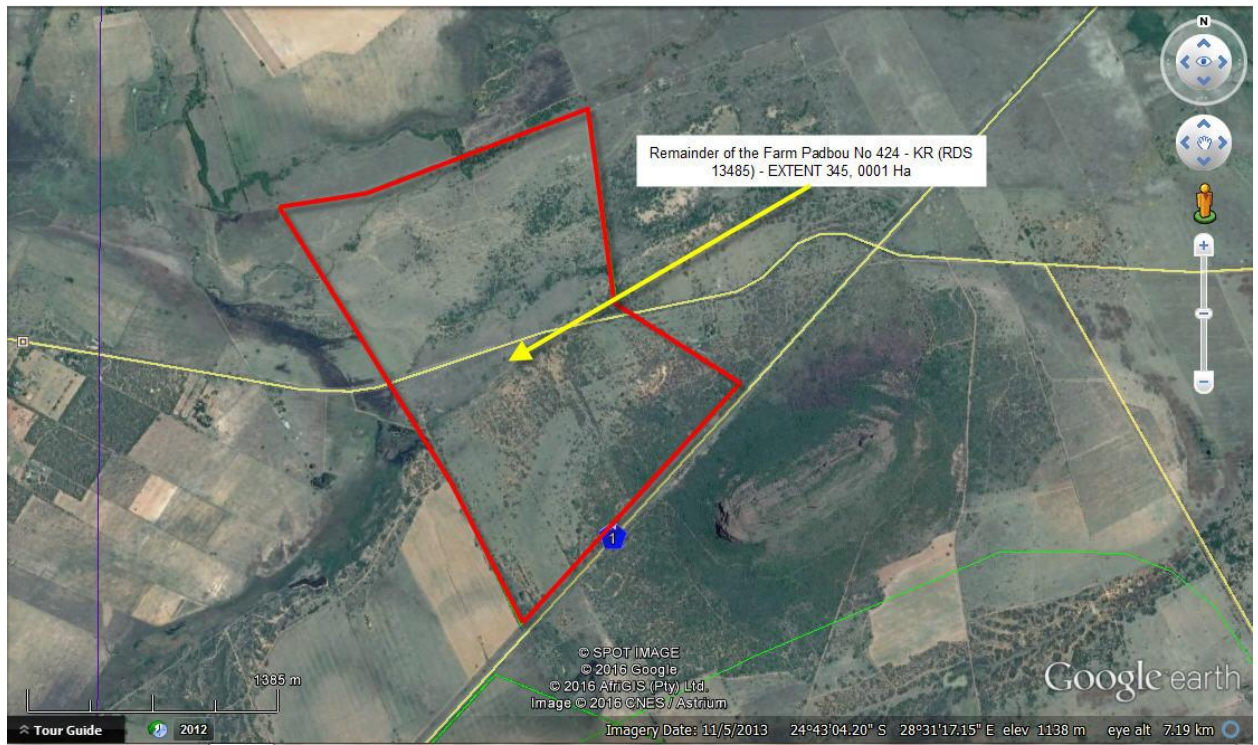
- 1. PORTION 808 (PORTION of PORTION 451) OF THE FARM KLIPFONTEIN NO 836 – IR**



- 2. PORTION OF PORTION 156 (PORTION OF PORTION 5) (UNREGD) OF THE FARM DRIEFONTEIN NO 85 - IR**



3. **REMAINDER OF FARM OF THE FARM PADBOU NO 424 – IR**

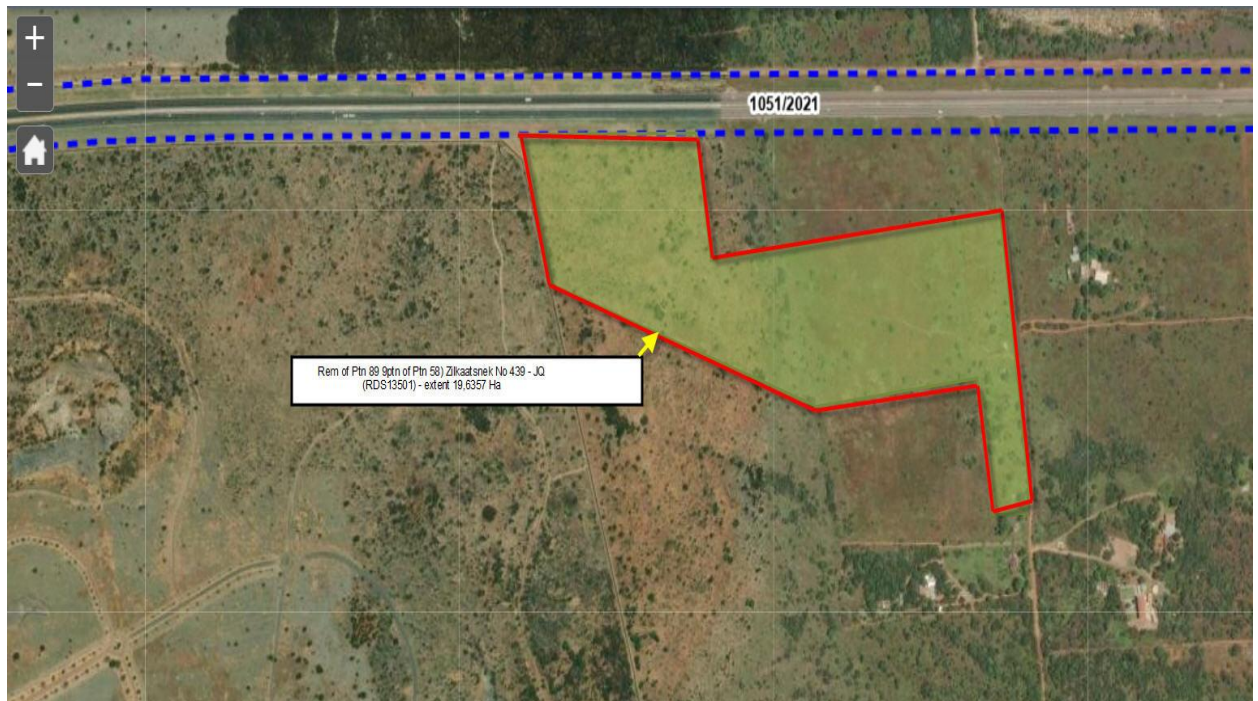


REMAINDER OF THE FARM PADBOU NO 424 - KR

4. **REMAINDER OF PORTION 112 (PORTION OF PORTION 46) OF THE FARM HARTESBEESTFONTEIN NO 445 – JQ**



5. PORTION OF REMAINDER OF PORTION 89 (PORTION OF PORTION 58) OF THE FARM ZILKAATSNEK NO 439 – JQ



6. PORTION OF PORTION 149 (PORTION OF PORTION 18) OF THE FARM UITZIGT NO 216 ADM DIST KNYSNA



7. REMAINDER OF PORTION 250 (PORTION OF PORTION 199), PORTION 208 (PORTION OF PORTION 204), REMAINDER OF PORTION 207 (PORTION OF PORTION 204), REMAINDER OF PORTION 205 (PORTION OF PORTION 204), REMAINDER OF PORTION 206 (PORTION OF PORTION 204), PORTION 368 (PORTION OF PORTION 210), PORTION 445 (PORTION OF PORTION 214), PORTION 468 (PORTION OF PORTION 382 (UNREGD), PORTION 364 (PORTION OF PORTION 201) AND PORTION 363 (PORTION OF PORTION 200) ALL OF THE FARM JOOSTENBERG VLAKTE NO 728 ADM DIST PAARL



8. PORTION 77 (PORTION OF PORTION 50) OF THE FARM DE MOND VAN HARTEBEEST RIVIER NO 379 ADM DIST WORCESTER

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

ANNEXURE B**ZONING INFORMATION:****1. PORTION 808 (PORTION OF PORTION 451) OF THE FARM KLIPFONTEIN NO 836 – IR**

- AGRICULTURAL

2. PORTION OF PORTION 156 (PORTION OF PORTION 5) (UNREGD) OF THE FARM DRIEFONTEIN NO 85 – IR

- AGRICULTURAL

3. REMAINDER OF FARM OF THE FARM PADBOU NO 424 – IR

- INDUSTRIAL

4. REMAINDER OF PORTION 112 (PORTION OF PORTION 46) OF THE FARM HARTEBEESTFONTEIN NO 445 – JQ

- AGRICULTURAL

5. PORTION OF REMAINDER OF PORTION 89 (PORTION OF PORTION 58) OF THE FARM ZILKAATSNEK NO 439 - JQ

- AGRICULTURAL

6. PORTION OF PORTION 149 (PORTION OF PORTION 18) OF THE FARM UITZIGT NO 216 ADM DIST KNYSNA

- AGRICULTURAL

7. REMAINDER OF PORTION 250 (PORTION OF PORTION 199), PORTION 208 (PORTION OF PORTION 204), REMAINDER OF PORTION 207 (PORTION OF PORTION 204), REMAINDER OF PORTION 205 (PORTION OF PORTION 204), REMAINDER OF PORTION 206 (PORTION OF PORTION 204), PORTION 368 (PORTION OF PORTION 210), PORTION 445 (PORTION OF PORTION 214), PORTION 468 (PORTION OF PORTION 382 (UNREGD), PORTION 364 (PORTION OF PORTION 201) AND PORTION 363 (PORTION OF PORTION 200) ALL OF THE FARM JOOSTENBERG VLAKE NO 728 ADM DIST PAARL

- RURAL

8. PORTION 77 (PORTION OF PORTION 50) OF THE FARM DE MOND VAN HARTEBEEST RIVIER NO 379 ADM DIST WORCESTER

- AGRICULTURAL

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

ANNEXURE C

COMPANY/CLOSE CORPORATION/TRUST RESOLUTION

PLEASE ATTACH THE RESOLUTION TO THIS PAGE

SIGNED:.....DATE:.....
NAME:.....POSITION.....
TENDERER:.....

ANNEXURE "D" – INSPECTION FORM (COMMERCIAL PROPERTY)**IMPORTANT:**

- ◆ *LESSOR and LESSEE must carry out a joint inspection 3 (THREE) days before LESSEE move in and Part 1 underneath must be completed.*
- ◆ A final joint inspection must be carried out within 3 (THREE) days prior to the termination date and Part 2 underneath must then be completed.

PART 1: PRE-OCCUPATION INSPECTION

Farm name:

LESSEE: _____

Erf number (including portion no):

INTERIOR OF PREMISESROOMS OR OFFICE/S: ☐ One ☐ Two ☐ Three ☐ Four ☐ Five ☐ Six

IF MORE, HOW MANY: _____

STOREROOM: ☐ Yes ☐ No Size: _____PARTIONING: ☐ Yes ☐ No Details: _____

FLOOR COVERING: Type: (e.g. tiled) _____

WALL COVERING: Details: *(e.g. plastered / painted) _____

ROOF COVERING: CEILING: ☐ Yes ☐ No Details: _____KITCHEN: ☐ Yes ☐ No Details of facilities: _____

BATHROOM & TOILET: ☐ Yes ☐ No Details of facilities: _____

SECURITY GATE/S: ☐ Yes ☐ No Details: _____

BURGLAR PROOF: ☐ Yes ☐ No Details: _____

TOTAL INTERIOR DOORS & TYPE/S: _____

DETAILS OF DOORS LEADING OUTSIDE: HOW MANY: _____ TYPE: _____

DETAILS OF LOCKS ON EXTERIOR DOORS: _____

LIGHT FITTINGS: HOW MANY: _____ TYPE: _____

DETAILS OF ANY OTHER IMPROVEMENTS & APPURTENANCES:

[illegible]

INTERIOR:

Indicate condition: **G = Good** **F = Fair P = Poor** **N = None Present**
 W = Working order **X = Not in working order**

KITCHEN												
	BUILT-IN CUPBOARDS	PAINTWORK	CARPET / FLOOR TILES	WINDOWS / GLASS	LIGHT FITTINGS &	LIGHT SWITCHES	DOORS	LOCK	BURGLAR BAR	BASIN	PARTIONING	CEILING

STOVE: Y ☐ N ☐ MODEL: Working Order: Y ☐ N ☐ Zinc: Y ☐ N ☐												
BATHROOM												
ROOM/OFFICE 1												
ROOM/OFFICE 2												
ROOM/OFFICE 3												
ROOM/OFFICE 4												
ROOM/OFFICE 5												
ROOM/OFFICE 6												

LIST OF ANY OTHER DEFECTS NOT INDICATED ABOVE,

EXTERIOR:

EXTERIOR	Good	Fair	Poor	None Present
ROOF				

PREMISES INSPECTED TO CONFIRM OCCUPANCY STATUS:

- ☐ Verified – no occupants found on the PROPERTY
- ☐ Illegal occupants found: FULL DETAILS OF LOCATION & NAMES (ADD PAGE WITH DETAILS)

Signed at _____ on this the _____ day of _____ 20__

LESSEE: _____
Print name: _____
Identity number: _____

LESSOR: _____
Print name: _____
Identity number: _____

Time: _____h_____

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

PART 2: PRE-EXPIRATION INSPECTION

- a. Verify if the status or condition of any of the items as listed during the Pre-occupation inspection have changed. If so, furnish full detail, costs to repair damages and / or replace lost keys, etc.
- b. Results:

- ☐ PREMISES INSPECTED – NO DAMAGES FOUND **OR**
- ☐ DAMAGES FOUND –THE FOLLOWING MUST BE REPAIRED OR REPLACED:

- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____

R	C

TOTAL

- c. ☐ PREMISES inspected: LESSEE'S employees vacated
☐ PREMISES inspected: LESSEE'S employees not vacated
- d. Before any refund of the LESSEE'S deposit will occur, damages will be repaired, lost items replaced and subtracted from the deposit held. Proof of expenditure will be furnished to the LESSEE on request.
- e. Should any occupiers be found as indicated above in Item b during this inspection, the LESSEE'S deposit will be retained until all occupiers have vacated the PREMISES and/or PROPERTY as specified in Part C, clause 31.4

Signed at _____ on this the ____ day of _____ 20 ____

LESSEE: _____

Print name: _____

Identity number: _____

LESSOR: _____

Print name: _____

Identity number: _____

Time: _____ h _____

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

ANNEXURE E – DIAGRAM**1. PORTION 808 (PORTION OF PORTION 451) OF THE FARM KLIPFONTEIN NO 836 – IR**

Subdivisional Diagram

OFFICE COPY

SIDES Metres		ANGLES OF DIRECTION		CO-ORDINATES Y System: WG 29° X		S.G. No. 3082/2005 Approved <i>J.S. WEYERS</i> for SURVEYOR- GENERAL 2005-05-26 Ord 20/1986 Section 2(1)(i)
		Constants:		± 0,00	+2 800 000,00	
AB	60,15	283 01 30	A	+75 924,75	+96 356,64	
BC	38,98	268 40 00	B	+75 866,15	+96 370,20	
CD	34,85	306 21 10	C	+75 827,17	+96 369,29	
DE	77,86	0 26 50	D	+75 799,10	+96 389,95	
EF	23,66	127 11 00	E	+75 799,71	+96 467,81	
FG	64,92	95 59 30	F	+75 818,56	+96 453,51	
GH	42,65	83 22 30	G	+75 883,13	+96 446,73	
HA	95,01	180 26 50	H	+75 925,49	+96 451,65	
		773 Benoni WT	△	+68 961,69	+94 852,95	
		793 Impala Park WT	△	+74 358,11	+94 172,44	

Description of Beacons
A,B,C,D,F,H : Iron Standard
E : 30mm Iron Peg in concrete
G : Hole in concrete

Scale 1:2000

The figure represents 1,0373 hectares of land being Portion 808 (a portion of Portion 451) of the farm KLIPFONTEIN No. 83-IR

Province Gauteng
Surveyed in October to December 2003 and April 2004 by me

J.J.J. Buys
Professional Land Surveyor
Registration Number PLS 0084

This diagram is annexed to No. d.d. : i.f.o. Registrar of Deeds Pretoria	The original diagram is S.G. No. : A3534/1949 Transfer T8258/1950	File : -/325 S.R. : 196/2004 G.P. : Comp. : IR 1C-10D
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Signed:.....Date:.....

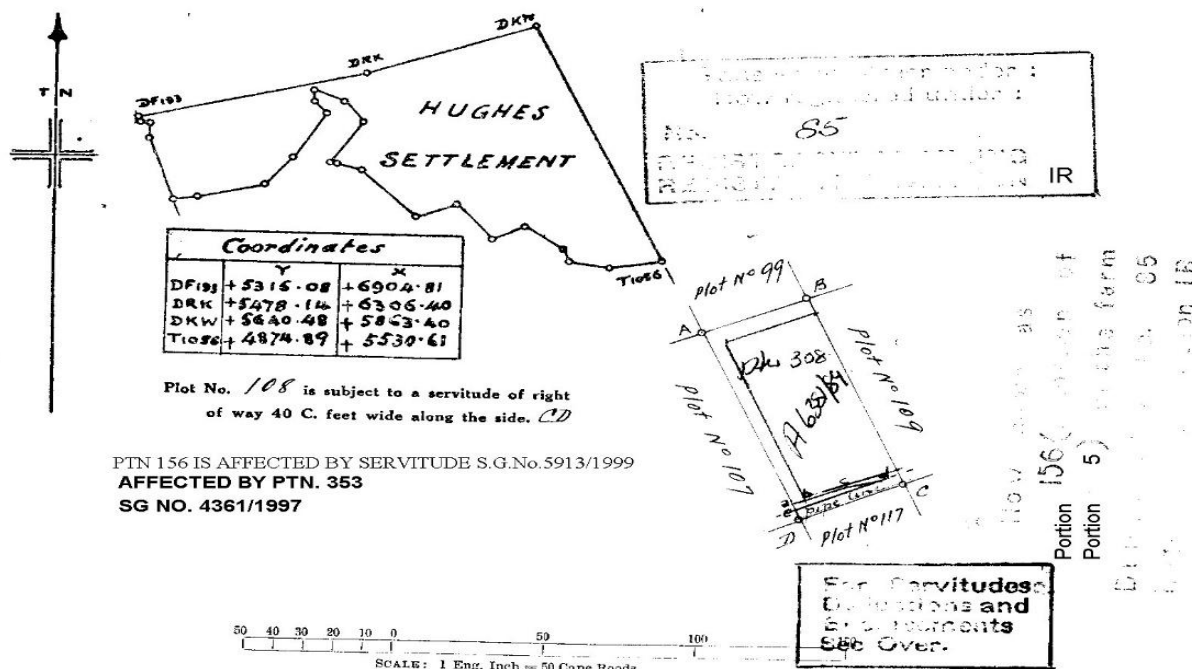
Name:.....Position:.....

Tenderer:.....

2. PORTION OF PORTION 156 (PORTION OF PORTION 5) (UNREGD) OF THE FARM DRIEFONTEIN NO 85 - IR

S.G. No. A 3105/21

Sides.	Angles.	(Y) Co-Ordinates (X)
AB 37.50	A 90.0.0	A + 5322.285 + 5806.865
BC 83.333	B 90.0.0	B + 5337.235 + 5772.473
CD 37.50	C 90.0.0	C + 5260.81 + 5739.252
DA 83.333	D 90.0.0	D + 5245.86 + 5773.644



The above figure lettered A B C D represents 5 Morgen 125 Square Rods of land being a portion, known as Plot No. 108 of that portion of the farm DRIEFONTEIN No. 1, as appears on the Diagram S.G. No. A 4047/20, framed by Surveyor James B. Tucker in October, 1920; relating to Certificate of Consolidated Title No. 10056/21, dated 28/4/21 Situate in the District of BOKSBURG, Ward North, Province of Transvaal. Bounded as indicated above vide General Plan S.G. No. A 4171/20.

The Beacons were pointed out by Surveyor J. B. Tucker, and have been properly erected.

Surveyed in November, 1920, by me

James B. Tucker
Land Surveyor.

No. A 3105 Examined. The numerical data of this diagram are sufficiently consistent. <i>Mr. Maxwell Edwards</i> Examiner of Diagrams.	Approved <i>J. B. Tucker</i> Surveyor-General.	This diagram belongs to Deed of Transfer No. made this day in favour of
Surveyor-General's Office, Pretoria.		Deeds Office, Pretoria.
Published—Grocott & Sherry, Printers, Johannesburg.		Registrar of Deeds.

IR 1C 157

A3105/21

The figure.. <u>abcde</u>represents a servitude	
of... <u>Right of Way</u>	wide/in
extent..... <u>7735 Sq Feet</u>	vide Diag.
S.G. No. <u>A. 2736/42</u>	Serv. No. <u>557/43^s</u>
<u>6.10.1943</u>	(<u>Sgd/ C. L. Hull</u>)..... For Surveyor-General



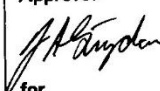
Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

3. REMAINDER OF FARM OF THE FARM PADBOU NO 424 – IR

CONSOLIDATED TITLE PLAN

SIDES metres		ANGLES		CO-ORDINATES Y System: Lo 29° X		S.G. No. A 12270186
		Constants:		+0,00	+2 700 000,00	
AB	466,21	A	66 05 06			Approved  for SURVEYOR-GENERAL 198. -01-22
BC	1 371,86	B	191 50 10			
CD	1 109,14	C	77 57 30			
DE	1 048,15	D	228 54 50	D + 48 468,30	+ 34 193,85	
EF	900,14	E	231 45 10	E + 47 584,09	+ 34 756,66	
FG	2 551,41	F	51 45 10	F + 46 734,42	+ 34 459,53	
GH	2 301,77	G	226 14 30			
HJ	1 406,26	H	89 22 31			
JK	411,80	J	85 59 10			
KL	653,64	K	249 24 09	K + 47 920,51	+ 39 167,72	
LM	2 635,96	L	111 11 00	L + 48 573,71	+ 39 191,30	
MN	972,13	M	114 16 10			
NP	985,49	N	249 12 43			
PA	1 807,34	P	186 01 19			

BEACON DESCRIPTION:
 A,C,D,P.....Iron peg west of planted stone
 H.....Iron peg and cairn
 E,F.....900mm Iron fence standard under cairn
 M,N.....20mm Iron peg in concrete
 K,L.....900mm Iron standard and cairn
 B.....Planted stone

This Diagram comprises 3 sheets.

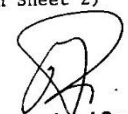
Sheet No. 1

For Servitudes
 Deductions and
 Endorsements
 See Over.

The figure A B C D E F G H J K L M N P
 represents 1190,4905 Hectares of land being

The farm PADBOU No. 424 - KR.
 (and comprising the components 1 to 7 tabulated on Sheet 2)

Province of Transvaal
 Compiled in December 1986 by me


 Land Surveyor
 U. MEYER

This diagram is annexed to No. T 52061/1993 d.d. i.f.o. Registrar of Deeds	The original diagram is No. Transfer Grant	File S.R. G.P. Comp. KR-6C KR-8A
--	---	--

 EXAMINATION FEES PAID

 SURVEYOR-GENERAL

Printed by the Institute of Land Surveyors of the Transvaal

CONSOLIDATED TITLE DIAGRAM

This Diagram comprises3.....sheets

S.G. No. A 12270/186

Sheet No.3.....

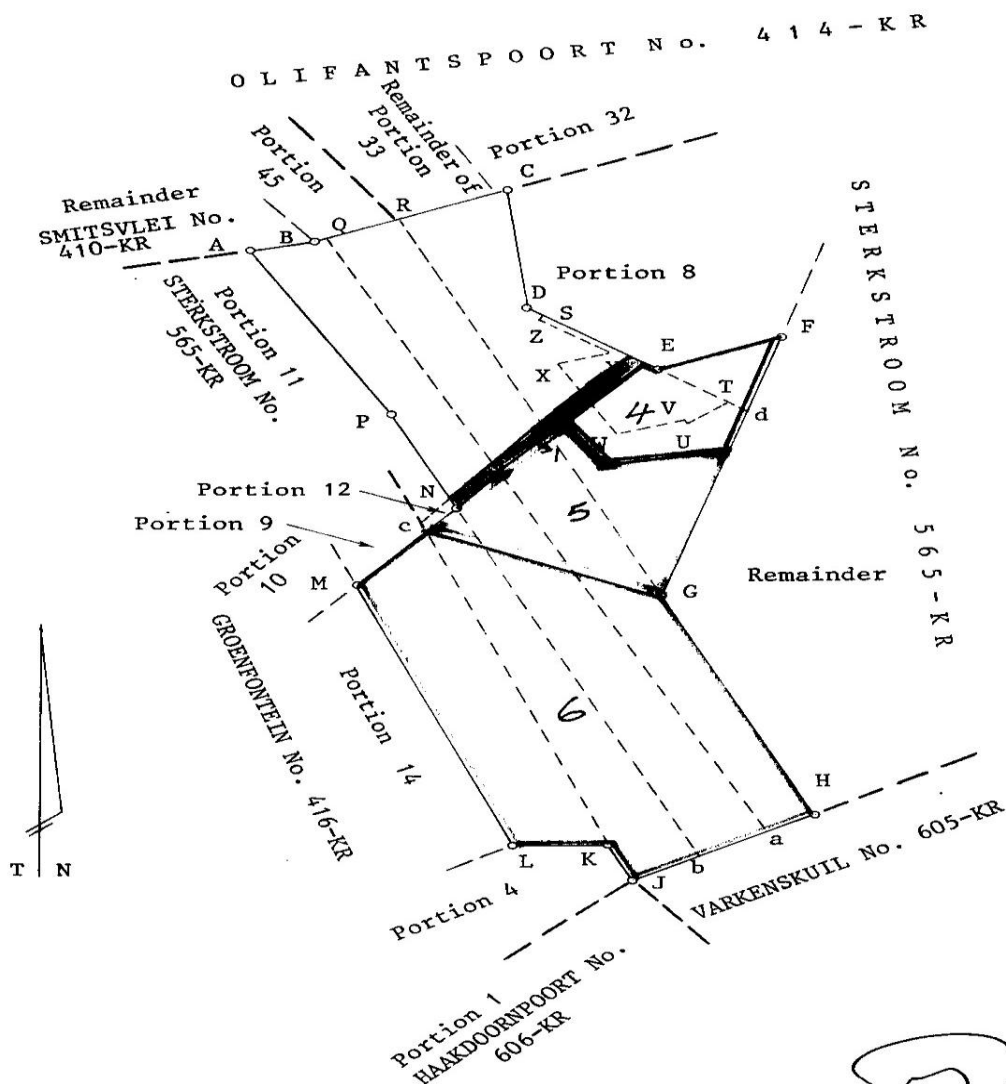
Approved

The farm PADBOU No. 424 - KR.

for SURVEYOR-GENERAL

1987 - 01 - 22

Scale 1:50 000



Compiled in December 1986

by me

Land Surveyor
U. MEYER

Printed by the Institute of Land Surveyors of the Transvaal

Signed:.....Date:.....

Name:.....Position:.....

Tenderer:.....

4. REMAINDER OF PORTION 112 (PORTION OF PORTION 46) OF THE FARM HARTESBEESTFONTEIN NO 445 – JQ

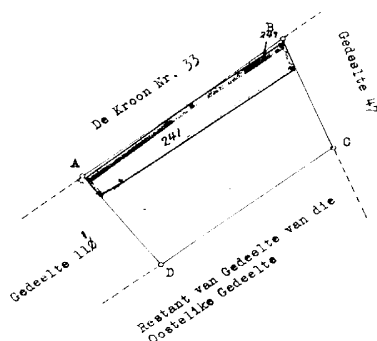
L.G. Nr. A. 4656 /51

Goedgekeur

Leifhuyt
Landmeter-Generaal.
21-12-1951

W N

SYE	RIGTINGS- HOEKE	Y	KO-ORDINATE	X
Kaapse Voet.		Stelsel	Lo. 27°	
	Konstante		- 250000.0	+ 9000000.0
AB 1963.3	230.22.00	A	- 22944.3	+ 19112.1
BC 1018.6	336.34.20	B	- 24456.3	+ 17859.8
CD 1679.1	50.46.00	C	- 24861.3	+ 18794.4
DA 966.3	140.22.00	D	- 23560.7	+ 19856.4



Beskrywing van Bakens.

A B C D : 18" x 1/2" ysterpenne onder klipstapels

Vir Serwitude
Aftrekkings en
Inbeslagnemings
Sien Anderkant

Tans geregistreer onder:
Now registered under:
No. 445
REGISTRASIE AFDELING
REGISTRATION DIVISION JQ

SWERIG GEDeelte 112 ONDER
WATERSKAP VAN DE OORDE
WATERSKAP VAN DE OORDE
ARTIKEL 12 (b) VAN WET NO. 83
VAN 1966.

Skaal, 1: 10000

Kaapse Voet:

Die figuur A B C D

20,5032 Morges grond, synde Gedeelte 112 ('n Gedeelte van Gedeelte 46)
geleë in die DISTRIK Brits. HARTESBEESTFONTEIN NR. 5

Gemeet in Mei, 1951

deur my

Landmeter.

Hierdie kaart is geheg aan Akte van
Nr. gedateer
ten gunste van

Die oorspronklike kaart is Nr. A 1593/40
geheg aan Transportakte
Nr. 9114/40

L.G. Lëer Nr. 4656/51
Meetstukke Nr. 109851
Kompilasie Nr. 1025-0-8
Suiderbreedte
Osterlengte

Registrateur van Aktes.

Vorm 446/Transvaal R. L. Eison & Kie, Bpk. Johannesburg—G. 43898.2.50
Gedruk en uitgegee met magtiging L.w. Transvaal.

AFGETREK				RES.			
No.	Ged.	Diagram No.	Hektaar	Hektaar	Transport	Handtekening	Datum
1)	241	4320/2000	4,6455		T 86720/2003		
	249	313/2001	1,679 89 m	12,7482	T 86720/2003	<i>[Signature]</i>	2003-11-21

A4656/51

Signed:.....Date:.....

Name:.....Position:.....

Tenderer:.....

5. PORTION OF REMAINDER OF PORTION 89 (PORTION OF PORTION 58) OF THE FARM
ZILKAATSNEK NO 439 – JQ

SIE K. A. M. / Ge		RIGTINGS- HOEKE		KO-ORDINATE	
				Stelsel	Lo 27°
				Y	X
		<u>Konstante</u>			
	089.0	225.12,40		A	-250000.0
	100.0	234.30,00		B	-37405.8
	136.0	351.47,00		C	-38178.7
	163.0	262.41,10		D	-38275.1
	170.9	352.49,40		E	-38470.3
	171.6	4.35,40		F	-40082.1
	189.8	88.26,00		G	-40233.3
	198.6	171.45,30		H	-40224.0
	189.7	82.56,10		I	-40034.3
	1562.2	109.45,20		J	-39948.5
	688.3	164.43,02		K	-39057.6
				L	-37587.3
					+8990000.0
					+24064.1
					+23296.9
					+23270.2
					+24622.2
					+24415.3
					+25616.7
					+25732.9
					+25738.1
					+25145.7
					+25256.1
					+24728.0

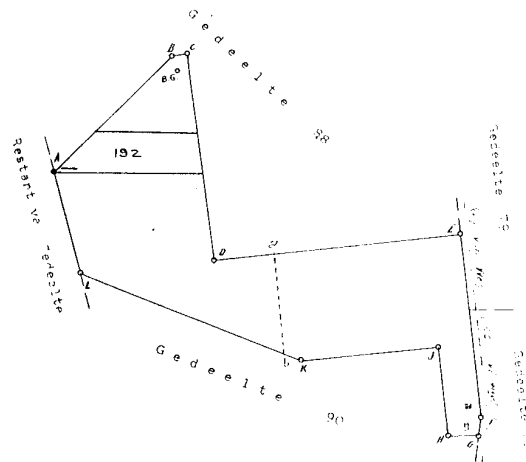
L.G. Nr. A 4386/60

Goedgekeur,

Landmeter-generaal.

BESKRYWING VAN BAKENS.

A B C D E F G H J K L : 3' Ysterpaal en klipstapel.



Skaal 1:7500

**Ve. Serwitute
Attrekkings en
Endossemento
Sien Anderkant**

Die figur A B C D E F G H J K L A

stel voor 27.8430 Morge grond synde

GEDEELTE - 89 (n Gedeelte van Gedeelte 58
ILK A A T S N E K Nr. 439

gelee in die Distrik BRITS.

Registrasie Afdeling JQ

Opgemeet in Junie - Augustus 1960, deur my.

Provinsie Transvaal.

Landmeter.

Hierdie kaart is geheg aan

Nr 22669/13

Die oorspronklike kaart is LG Nr A 4844/50

gereg aan T/A
Nr 20655/1922

L.G. Omslag Nr. 3224, 13

Meetstukke Nr. 1654/60

Kompilasi Nr. 600

gedateer

ten gunste van

Registrateur van Aktes

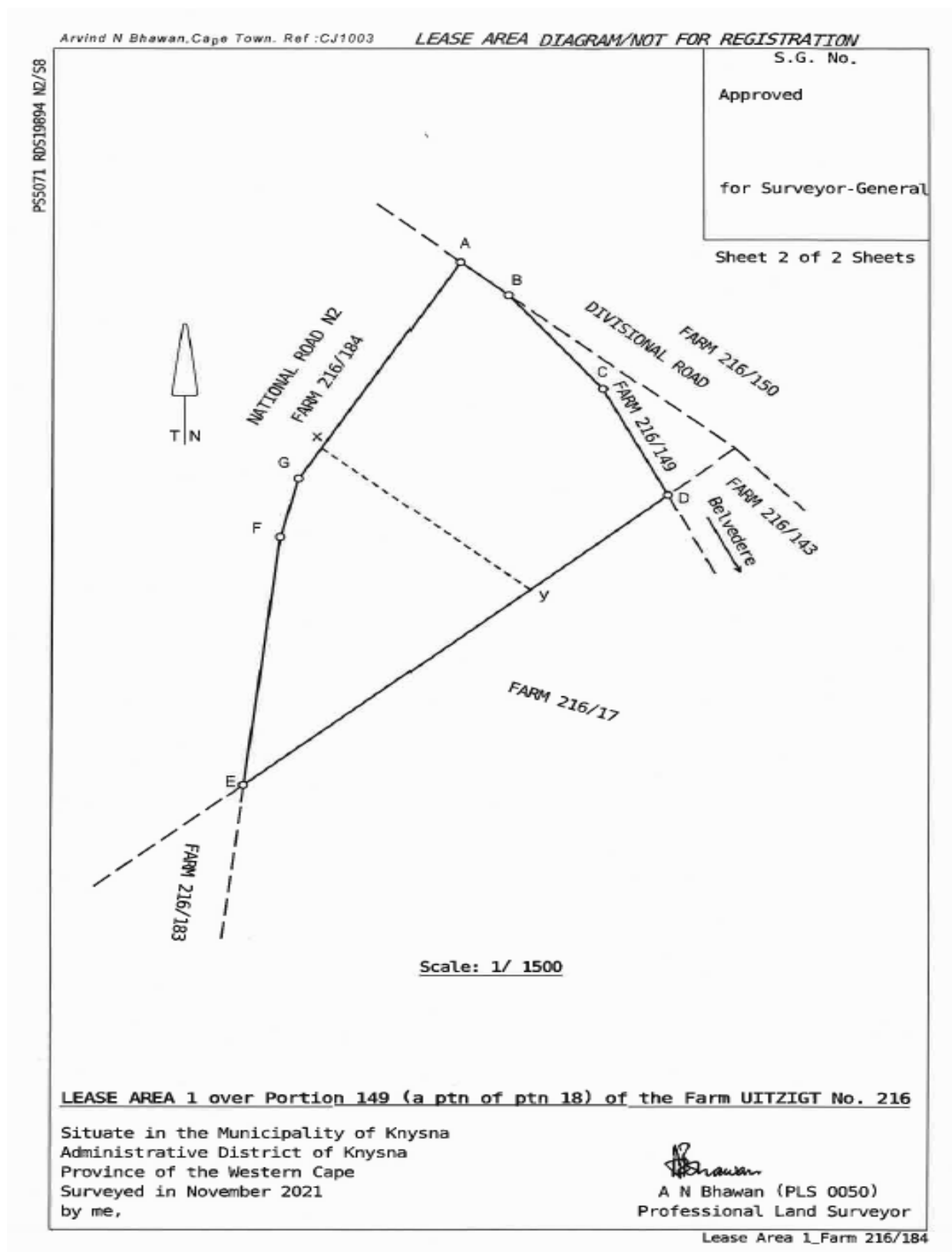
Kermes & H., 10/88-0000

6. PORTION OF PORTION 149 (PORTION OF PORTION 18) OF THE FARM UITZIGT NO 216 ADM DIST KNYSNA

SIDES Metres		ANGLES OF DIRECTION		CO-ORDINATES System: WG 23°		S.G. No.
				Y	X	
		Constants		±0.00	±0.00	Approved
A B	17,57	311.12.10	A	+824,61	+3 767 253,37	for Surveyor-General
B C	42,05	321.55.40	B	+811,39	+3 767 264,94	
C D	41,31	334.23.40	C	+785,46	+3 767 298,05	
D E	154,37	48.41.00	D	+767,60	+3 767 335,30	
E F	87,75	186.32.50	E	+883,55	+3 767 437,22	
F G	21,10	193.42.20	F	+873,54	+3 767 350,04	
G A	87,93	209.58.40	G	+868,54	+3 767 329,54	
G-KT 1		26	Δ	-1 102,13	+3 767 510,74	Sheet 1 of 2 Sheets
KNYS 38		235	Δ	+233,56	+3 770 240,17	
<u>Beacon Descriptions</u> A,B,C,D,E,G : Y standard F : 20mm Iron peg						
The figure A B C D E F G represents 9 963 square metres of land, being LEASE AREA 1 over Portion 149 (a ptn of ptn 18) of the Farm UITZIGT No. 216 Situate in the Municipality of Knysna Administrative District of Knysna Province of the Western Cape Surveyed in November 2021 by me.						
This Diagram is annexed to		The original diagram is		File No. Knys 216		
No. dated i.f.o		No. 1705/2006 Annexed to D/T		S.R. No.		
Registrar of Deeds		No. 2010. .27184		Comp. AL-2888D (6408)		
				LPI C0390000		

A N Bhawan (PLS 0050)
Professional Land Surveyor

Lease Area 1_Farm 216/184



Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

7. REMAINDER OF PORTION 250 (PORTION OF PORTION 199), PORTION 208 (PORTION OF PORTION 204), REMAINDER OF PORTION 207 (PORTION OF PORTION 204), REMAINDER OF PORTION 205 (PORTION OF PORTION 204), REMAINDER OF PORTION 206 (PORTION OF PORTION 204), PORTION 368 (PORTION OF PORTION 210), PORTION 445 (PORTION OF PORTION 214), PORTION 468 (PORTION OF PORTION) (UNREGD), PORTION 364 (PORTION OF PORTION 201) AND PORTION 363 (PORTION OF PORTION 200) ALL OF THE FARM JOOSTENBERG VLAKTE NO 728 ADM DIST PAARL

KANTOOR AFSKRIF

BLIGNAUT en BLACQUIERE

SYE Koers-Voet		RIGTINGS -HOEKE	KOORDINATE Stelsel L _o 19 ⁰		L.G. No.
Meters	Konstante		Y	X	
AB 49.26	283.33.30	A	+ 24.000	+3,744,000	5 6 1 2 / 7 0
BC 37.78	357.11.00	B	+ 422.04	+ 773.35	Goedgekeur
CD 47.28	87.09.50	C	+ 374.15	+ 784.90	<i>Blignaut</i>
DA 51.69	177.12.20	D	+ 372.30	+ 822.64	Landmeter-generaal
AE 121.48	177.12.20	E	+ 419.52	+ 824.98	14.10.70
BF 135.33	177.11.00	F	+ 427.96	+ 652.02	
			+ 380.80	+ 649.73	

BAKENS:
 A.B : 16mm. Ronde yster pen.
 C : 19mm. Ronde yster pen.
 D : Yster staander 0.5m. onder grond.
 E : Skroef in teerpad.
 F : 25mm. Ronde ysterpen.

*Restant
Ingesluit in konsol
kaart No. 1736/2008;
Form No. 728/469*

Skaal: 1/1250

Die figuur A B C D
 stel voor 2115 Vierkante Meters grond, synde
 GEDEELTE 250 ('n GED. VAN GED. 199) VAN DIE PLAAS JOOSTENBERGVLAKTE No. 728
 geleë in die Paarl Administratiewe Distrik
 Opgemeet in Julie 1970 Provinsie Kaap die Goeie Hoop.
 deur my, *P. Blignaut* Landmeter

Hierdie kaart is geheg aan
T.A.
 No. 13 909 / 72
 gedateer
 t.g.v.

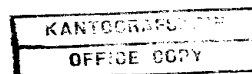
Die oorspronklike kaart is.
 No. 9897/1948 geheg aan
 Transport/Grondbrief
 No. 1949.143.7120

Lêer No. 5/11433/6
 M.S. No. E 1454/70
 Komp. BH-8AD/W-5
 Algemene Plan 2894 (J9)
 IN ENDOORSEMENTE
 VAN VAN KAART

Registrateur van Aktes

728/250

DIE VOLGENDE APTREKKNING IS VAN HIERDIE KAAP BEDOEN						
MEET-STUKKE	KAARTNO.	ONDERWER-DEELING	OMREK-ENING HA./VK. AL	ANTOOL	DEUR-STA-PEER	IN-TOOL
E1780/82	6174/82	P17.361	595m ²			



SIDES Cape Feet		ANGLES	
AB	500.00	A	90.0.0
BC	150.00	B	90.0.0
CD	500.00	C	90.0.0
DA	150.00	D	90.0.0

S.G. No. 6522/54

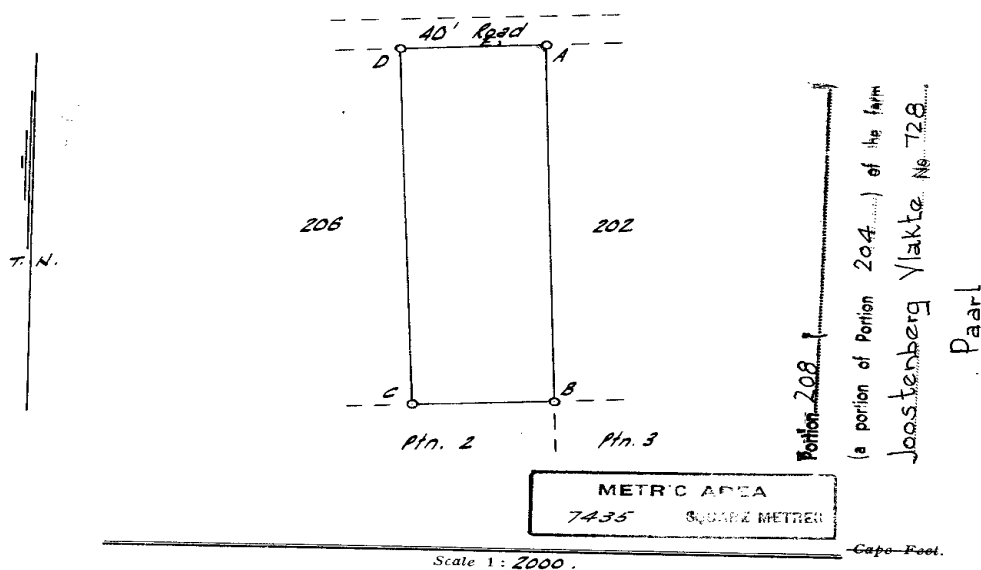
Description of Beacons.

All 3' x 1/2" round iron pegs.

Approved

Robb Steyn
 f. Surveyor-General.
 17-7-1954

Included in consol dgm No. 1736/2008;
 Farm No. 728/469



The figure ABCD.

represents

75 000

Square Feet of land being

Lot 204, Block Q, Portion of Joostenberg Vlakke.

at Krasfontein Paarl.

situate in the Municipality and Division of East London, Province of Cape of Good Hope.

Surveyed in April 1954

by me

G. M. B. B. B.

Land Surveyor.

This diagram is annexed to

d/t 11706/1954

The original diagram is

No. 2313/1903 annexed to

d/t 1903 224 15296

S.G. File No. 5/114/54

S.R. No. E/2006/54

d/t 2 1903

d/t 2 1903

M 1325

M 1330

M 1330

M 1330

M 1330

M 1330

M 1330

M 1330

M 1330

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M 1330

M 1330

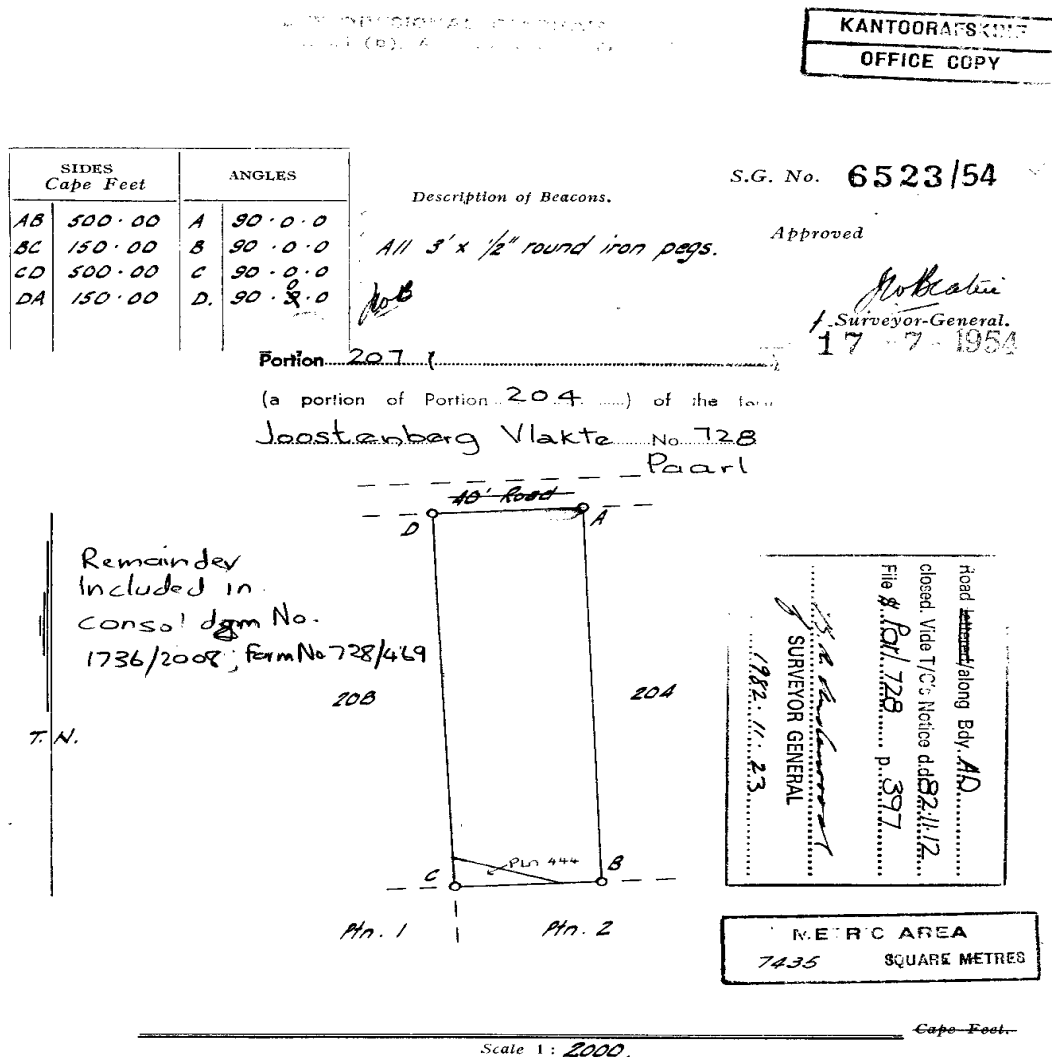
M 1330

Registrar of Deeds.

RIFF-STAN..E.L.-M5801 AS
 SEE BACK OF DIAGRAM

728/208

Road ~~closed~~ along Bdy. DE
closed. Vide T/C's Notice d.d 82.11.12
File # Rm. 728 p. 397
[Signature]
SURVEYOR GENERAL
Date 1982.11.23



The figure ABCD
represents 75 000 Square Feet of land being
Lot 20B, Block Q, Portion of Joostenberg Vlake
at Kraaifontein Paarl.
situate in the Municipality and Division of East London, Province of Cape of Good Hope.
Surveyed in April 1954 by me J.M. Smith

This diagram is annexed to
D/7 11756/1963

The original diagram is
No. 6313/1933 annexed to
D/7 1903-224-15296.

Land Surveyor.
S.G. File No. 5, 11433/6.
S.R. No. E1206/54
84-840 ✓
BH 813 **B** M 1328
C M 1330

Registrar of Deeds.

FOR ENDORSEMENTS
SEE BACK OF DIAGRAM

GRIFF. STAN. E.L. - M5601 AS

728/207

THE FOLLOWING RECORDS HAVE BEEN MADE FROM THIS DIAGRAM							7435
SURVEY RECORD	DIAGRAM NO.		AREA IN SQ. M.	TRANSFER NO.	INITIALED	REMR.	
E180/2004	4027/2004	PER 444	199 sqm			7236.	

RECEIVED
23/04/1954

KANTOORAESKRIJF
OFFICE COPY

SIDES Cape Feet		ANGLES	
AB	500.00	A	90.0.0
BC	150.00	B	90.0.0
CD	500.00	C	90.0.0
DA	150.00	D	90.0.0

S.G. No. 6525/54

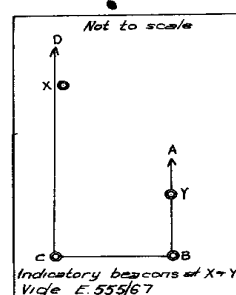
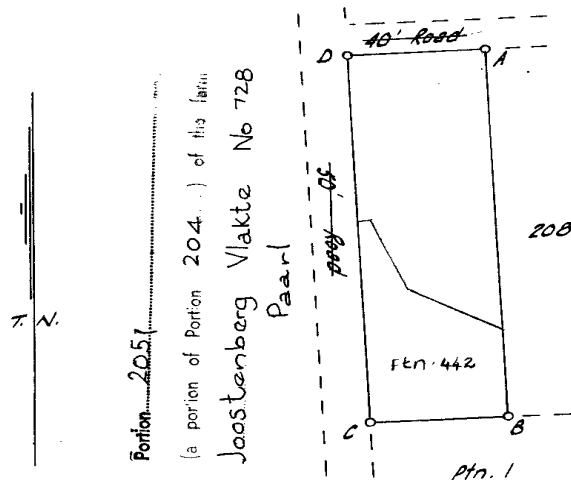
Description of Beacons.

All 3' x 1/2" round iron pegs. Approved

Robbie
f. Surveyor-General.

17-7-1954

Subject to Act 54/71
See Notice 53/87



Indicator bns. placed 10' from C & D vide E 176/62.

THE RC AREA
7435 SQUARE METRES

Remainder included in consol dgm No. 1736/2008;
Form No. 728/469

Scale 1: 2000.

The figure ABCD.

represents 75 000

Square Feet of land being

Lot 210, Block Q, Portion of Joostenberg Vlakke.

at Kragfontein

Paarl.

situate in the Municipality and Division of East London, Province of Cape of Good Hope.

Surveyed in April 1954

by me

G. M. B. M. Field

Land Surveyor.

This diagram is annexed to D/T.
14405/68

The original diagram is

No. 6313/1903 annexed to

9/1 1903 224 15296

S.G. File No. S. 11422/6.

S.R. No. E 1206/54.

M 1330

5/1/81/2/3

M 1325

Registrar of Deeds.

FOR ENCLOSURES
SEE BACK OF DIAGRAM

GRIFF. STAN. E.L. - M5601 A5

728/205

THE FOLLOWING RECORDS HAVE BEEN MADE FROM THIS DIAGRAM					
SURVEY RECORD	DIAGRAM NO.	AREA M ²	TRANSFER NO.	INITIALED	REMOVED
E1809/2004	4025/2004	Pct 442	2630 sq m		4805

7435

Road ~~to be~~ along Bdy. CDA
 closed. Vide T/C's Notice d.d. 82.11.12
 File g. Parl. 728 p. 397
P. A. Williams
 SURVEYOR GENERAL
 Date 1982.11.23

SIDES Cape Feet		ANGLES	
AB	500.00	A	90.0.0
BC	150.00	B	90.0.0
CD	500.00	C	90.0.0
DA	150.00	D	90.0.0

Description of Beacons.

All 3' x 1/2" round iron pags.

S.G. No.

6524/54

Approved

[Signature]
 J. Surveyor-General.

17-7-1954

Portion 206

(a portion of Portion 204) of the farm.

Joostenberg Vlak No. 729

Subject to Act 54/74 Road Paarl

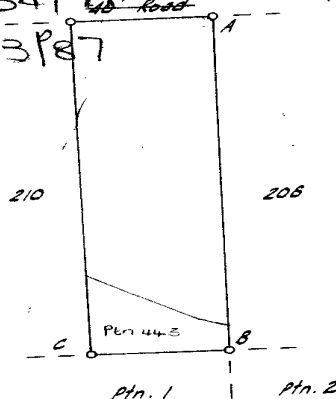
See Notice 53/87

Remainder
Included in

Consol dgm

No. 1736/2008

Farm No. 728/469



Date	1954. 11. 23
File	8. 8/1. 729 p. 397
SURVEYOR GENERAL	

METRIC AREA
 7435 SQUARE METRES

Scale 1: 2000.

The figure ABCD

represents

75 000

Square Feet of land being

Lot 206, Block G, Portion of Joostenberg Vlak.

situate in the Municipality and Division of East London, Province of Cape of Good Hope.

Surveyed in April 1954

by me

[Signature]
 Land Surveyor.

This diagram is annexed to D/T
 14405/68

The original diagram is
 No. 6313/1902 annexed to
 D/T 1902-224-15296

S.G. File No. 5. 11433/6.

S.R. No. E 1206/74

C
 M 1330

B.H. 3 72

34.823

M 1325

S

Registrar of Deeds.

FOR ENDORSEMENTS
 SEE BACK OF DIAGRAM

GRIFFIN STANLEY - M5601 AS

729/206

THE FOLLOWING INFORMATION IS TO BE OBTAINED FROM THIS DIAGRAM						
SURVEY RECORD	DIAGRAM NO.		AREA HA (SQ. M.)	TRANSFER NO.	INITIALED	REMR.
E1300/2004	4026/2004	Pen 443	1114 Sqm			6321

7435

ELZINGA & SANDLER, Land Surveyors,
BELLVILLE & PAROW, C.P.

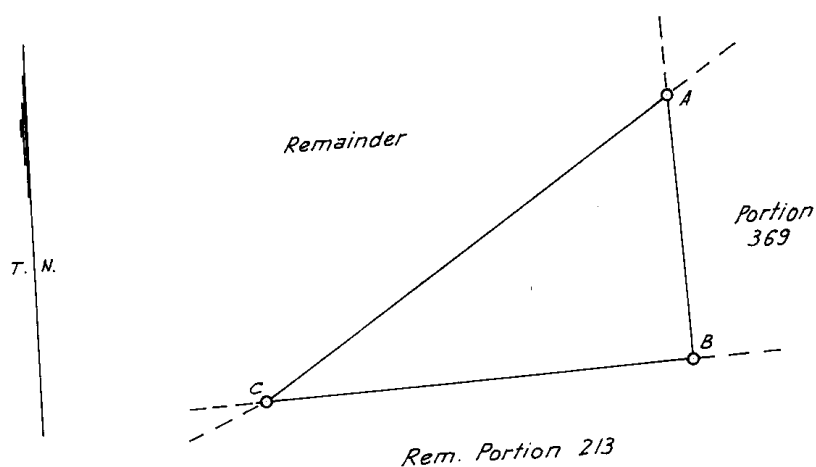
OFFICE COPY

ELZINGA & SANDLER, Land Surveyors,
BELLVILLE & PAROW, C.P.

SIDES Metres		ANGLES OF DIRECTION	CO-ORDINATES System $L_0 19^\circ$			S.G. No. 6101/82
			Y	X		
		<i>Constant</i>	$\pm$	<i>0,00</i>	<i>+3700 000,00</i>	Approved: <i>[Signature]</i> for Surveyor-General <i>1983-01-06</i>
<i>AB</i>	<i>13,99</i>	<i>357 11 30</i>	<i>A</i>	<i>+ 24 128,89</i>	<i>+ 44 967,13</i>	
<i>BC</i>	<i>22,59</i>	<i>87 11 40</i>	<i>B</i>	<i>+ 24 128,20</i>	<i>+ 44 981,11</i>	
<i>CA</i>	<i>26,58</i>	<i>235 25 20</i>	<i>C</i>	<i>+ 24 150,77</i>	<i>+ 44 982,22</i>	
	<i>46</i>	<i>Klapmuts</i>	Δ	<i>+ 13 140,42</i>	<i>+ 44 466,71</i>	
	<i>359</i>	<i>Kraaifontein</i>	Δ	<i>+ 26 284,22</i>	<i>+ 44 243,53</i>	

Beacons.

A.C. 20 mm. round iron peg in concrete.
B. Not beacons.



Scale 1:300

The figure A.B.C.
represents

158 sq. metres
Portion 368 (a portion of Portion 210)
of the farm Joostenberg Vlakke No. 728

of land, being

situate in the

Administrative District of Paarl,

Province of Cape of Good Hope.

Surveyed in June 1981 - Aug. 1982,

[Signature]

by me,

Land Surveyor

This diagram is annexed to

The original diagram is

File No. Paarl 728

No.

S.R. No. E 1780/82

dated

No. 6520/54 annexed to
Transfer/Grant

Comp. BHST-2361 (M 1330)

i.f.o.

No. 1974-229-11436

Registrar of Deeds

728/368

OFFICE COPY

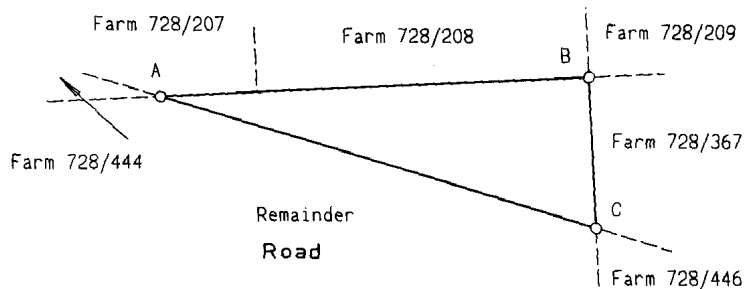
SBP Land Surveyors, Cape Town

SIDES metres	ANGLES OF DIRECTIONS	CO-ORDINATES Y System WG 19 ⁰ X		S.G. No. 4028/2004 Approved <i>[Signature]</i> for Surveyor-General 2009.09.01
		Constant		
AB 60,74	267 12 10	A +	24346,55	+ 3745288,32
BC 21,34	357 12 00	B +	24285,88	+ 3745285,35
CA 64,38	106 33 30	C +	24284,84	+ 3745306,67
5	BOTTELARY	+	20550,91	+ 3753459,71
10	JOOSTENBERG	+	19501,56	+ 3738805,30

Description of beacons

A, C 20mm Iron peg in concrete
B Not beaconed

Included in consol dgm No. 1736/2008;
Farm No. 728/469



Scale 1 : 750

The figure A B C
represents 648 square metres of land, being
Portion 445 a portion of portion 214 of the Farm
Joostenberg Vlake No. 728

Situate in the City of Cape Town
Administrative District of Paarl. Province of Western Cape.

Surveyed in July 2004
by me

[Signature]
A N Bhawan (PLS 0050)
Professional Land Surveyor

This diagram is annexed to No.	The original diagram is No. 8393/1954	File No. Parl. 728 Vol. 3
Dated	Annexed to D/T	S.R. No. E1800/2004
Registrar of Deeds	No. 1970. 24619	Comp. BHST-2361 (M1330)
		LPI C0550000

Farm 728/445 Paarl

J.K. Muanda Pr Land Surveyor

SIDES Metres		ANGLES OF DIRECTION		CO-ORDINATES Y System WG 19 ° X		SG No 1632/2008
		Constants				Approved <i>Stowahang</i> for Surveyor-General Date: 09 MAY 2008
A B	133.69	267 13 50	A	+ 24 482.84	+ 3 700 000.00	
B C	45.10	283 29 40	B	+ 24 349.29	+ 45 124.61	
C D	176.99	87 12 10	C	+ 24 305.44	+ 45 118.15	
D A	12.72	177 09 50	D	+ 24 482.21	+ 45 128.67	
		Bottelary (05) ▲	+ 20 550.91			
		Joostenberg (010) ▲	+ 19 501.56			

Included in consol dgm No. 1736/2008;
Form No. 728/469

Description of Beacons:

A, C : Not Beacons
 B : 16mm Round Iron Peg
 D : 20mm Round Iron Peg

Scale 1/1500

The figure A B C D represents 1969 Square Metres of Land, being
 PORTION 468 (a Portion of Portion 382) of the Farm JOOSTENBERG VLAKTE No. 728

Situate in the City of Cape Town
 Administrative District of Paarl
 Province of Western Cape
 Surveyed in March 2008

by me *J.K. Muanda* J.K. MUANDA (PLS 1165) Pr Land Surveyor

This diagram is annexed to No dated i.f.o. Registrar of Deeds	The original diagram is No. 6195/1982 annexed to Deed of Transfer No	SG File No: Parl. 728 v.3 S.R. No: E 725/2008 Comp: BHST-2333 (M1325) LPI C0550000
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Paarl Farm 728/468

EXEMPT FROM PROVISIONS OF ACT 70 OF 1970
SECTION 2(9)

EXEMPT FROM PROVISIONS OF CHAPTER III OF ORD. 15/1985

ELZINGA & SANDLER, Land Surveyors,
BELLVILLE & PAROW, C.P.

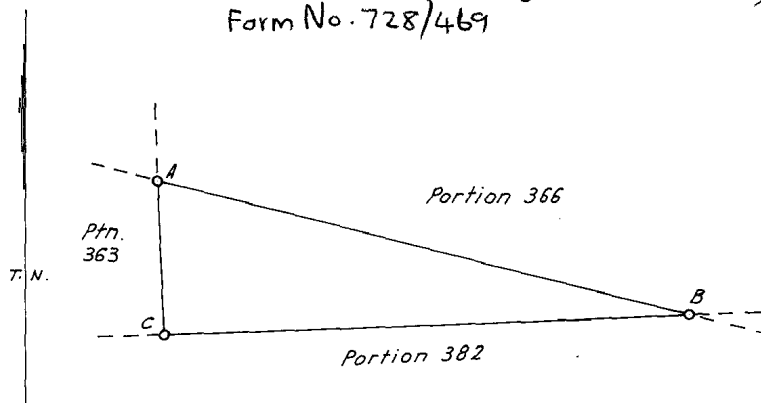
OFFICE COPY

SIDES Metres	ANGLES OF DIRECTION	CO-ORDINATES			S.G. No. 6177/82
		Y	System	X	
	<i>Constant</i>	$\pm$	0,00	+3 700 000,00	Approved <i>[Signature]</i> Surveyor-General 1983-01-06
AB	40,86	283 29 50	A	+ 24 325,73 + 44 809,00	
BC	39,24	87 10 30	B	+ 24 285,99 + 44 818,54	
CA	11,49	177 16 30	C	+ 24 325,18 + 44 820,48	
	46 Klapmuts 359 Kraaifontein	Δ	+ 13 140,42 + 44 466,71 + 26 284,22 + 44 243,53		

Beacons.

A. B. & 20mm. round iron peg in concrete.
C Not beacored

Included in consol dgm. No. 1736/2008;
Form No. 728/469



Scale 1:400

The figure A. B. C.

represents

225 sq. metres
Portion 364 (a portion of Portion 201)
of the farm Joostenberg Vlakke No. 728

of land, being

situate in the

Administrative District of Paarl,

Province of Cape of Good Hope.

Surveyed in June 1981 - Aug. 1982,

by me,

[Signature]

Land Surveyor

This diagram is annexed to
No. Deed of Transfer
T. 24536/1986
dated
i.f.o.

The original diagram is
No. 8127/68 annexed to
Transfer/Grant
No. 1969-196-9785

File No. Parl 728
S.R. No. E 1780/82
Comp. BHST-2333 (M 1325)

Registrar of Deeds

728/364

ELZINGA & SANDLER, Land Surveyors,
BELLVILLE & PAROW, C.P.

OFFICE COPY

SIDES Metres	ANGLES OF DIRECTION	CO-ORDINATES		S.G. No. 6176/82
		Y System	X	
	<i>Constant</i>	$\pm$ 0,00	+3700 000,00	Approved <i>AK L...</i> for Surveyor-General 1983-01-06
AB 49,21	283 29 50	A + 24 373,58	+ 44 797,51	
BC 11,49	357 16 30	B + 24 325,73	+ 44 809,00	
CD 47,22	87 10 30	C + 24 325,18	+ 44 820,48	
DA 25,33	177 11 10	D + 24 372,34	+ 44 822,81	
	46 Klapmuts	Δ + 13 140,42	+ 44 466,71	
	359 Kraaifontein	Δ + 26 284,22	+ 44 243,53	

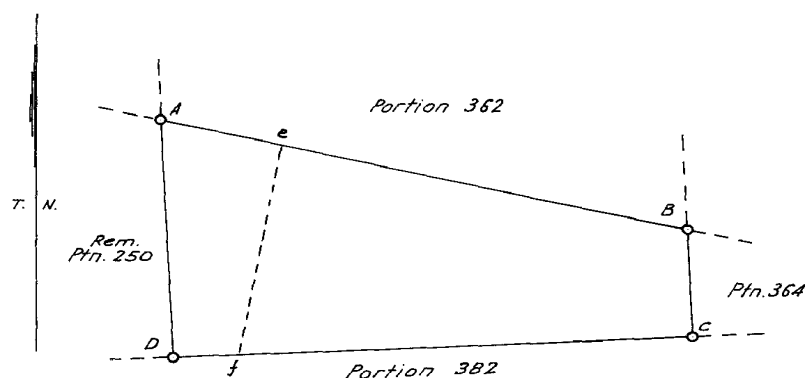
Beacons.

A. B. & 20mm. round iron peg in concrete.

D. 12mm. round iron peg.

C. Not beacons

Included in consol dgm. No. 1736/2008;
Form No. 728/469



Scale 1:500

The figure A. B. C. D.

represents

870 sq. metres

of land, being

situate in the

Portion 363 (a portion of Portion 200)
of the farm Jaostenberg Vlakke No. 728

Administrative District of Paarl,

Province of Cape of Good Hope.

Surveyed in June 1981 - Aug. 1982,

by me,

AK L...
Land Surveyor

This diagram is annexed to
No. Deed of Transfer
dated T. 48900/1988
i.f.o.

The original diagram is

No. 8128/68 annexed to
Transfer/Grant
No. 1969-196-9786

File No. Parl 728S.R. No. E 1780/82Comp. BHST-2333 (M 1325)

Registrar of Deeds

728/363

Signed:.....Date:.....

Name:.....Position:.....

Tenderer:.....

8. PORTION 77 (PORTION OF PORTION 50) OF THE FARM DE MOND VAN HARTEBEEST RIVIER NO 379 ADM DIST WORCESTER

OFFICE COPY

SBP Land Surveyors, Cape Town

SIDES Metres	ANGLES OF DIRECTIONS	CO-ORDINATES			S. G. No.
		Y	System	WG. 19 ⁸⁴ X	
	Constant	+	0,00	+	0,00
AB 782,25	211 16 20	A -	34268,91	+	3722834,16
BC 118,60	309 00 50	B -	34674,98	+	3722165,56
CD 17,56	38 56 40	C -	34767,13	+	3722240,22
DE 343,84	309 02 00	D -	34756,09	+	3722253,88
EF 43,11	219 02 30	E -	35023,18	+	3722470,42
FG 154,44	309 06 00	F -	35050,34	+	3722436,93
GH 91,29	302 35 20	G -	35170,19	+	3722534,33
HJ 558,90	309 02 10	H -	35247,10	+	3722583,50
JK 380,80	309 05 50	J -	35681,23	+	3722935,49
KL 5,10	17 13 10	K -	35976,76	+	3723175,63
LM 51,71	87 42 20	L -	35975,25	+	3723180,50
MN 1314,02	88 52 10	M -	35923,58	+	3723182,57
NP 476,35	141 45 00	N -	34609,82	+	3723208,49
PA 46,01	90 18 00	P -	34314,92	+	3722834,40
111	Hartebeest	△ -	35924,39	+	3723297,34
207	Galg	△ -	39185,97	+	3724351,84

Ref : SBP22D (Item 53-54)

S. G. No. 3215/2004
Approved *A N Bhawan*
for Surveyor-General
2004-07-22
SHEET 1 OF 2 SHEETS

Description of beacons

A, J 12mm Iron peg in concrete
B Iron standard
C, D, E, F, G, H Pipe in concrete
K Rail section
L, M, N 20mm Iron peg in concrete
P Wooden fence post in concrete

Servitude Note

The line abc represents the centre line of an Electrical Power Line Servitude.
Vide DGM No. 2126/1956 annexed to D/S 452/1961.

Thé figure A B C D E F G H J K L M N P represents 90,2224 Hectares of land, being
Portion 77 a portion of portion 50 of the Farm De Mond Van Hartebeest Rivier No. 379

Situate in the Breede Valley Municipality
Administrative District of Worcester. Province of Western Cape.

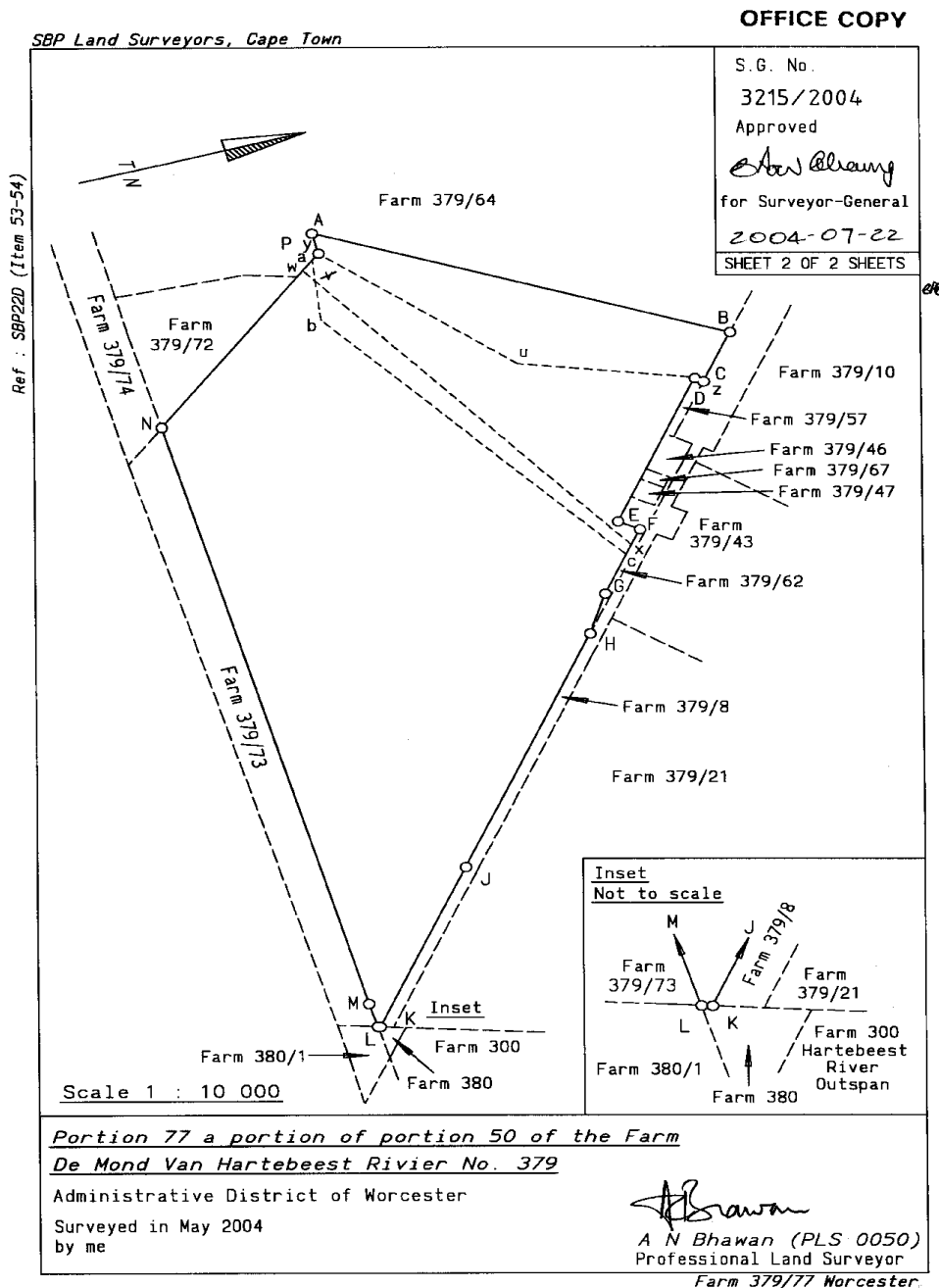
Surveyed in May 2004
by me *A N Bhawan*
A N Bhawan (PLS 0050)
Professional Land Surveyor

This diagram is annexed to No. T 113697/2001 Dated i.f.o. Registrar of Deeds	The original diagram is No. 9344/1959 Annexed to CCT 9588/1961 No.	File No. Worc. 379 S.R. No. E 1448/2004 Comp. BI-5DA (3851) BI-5DB (3854) LPI C0850000
--	--	--

Farm 379/77 Worcester

EXEMPT FROM PROVISIONS OF ACT 70 OF 1970
SECTION 2(6a)

EXEMPT FROM PROVISIONS OF CHAPTER III OF ORD. 15/1985



Signed:.....Date:.....

Name:.....Position:.....

Tenderer:.....

ANNEXURE F – SITE LAYOUT

1. PORTION 808 (PORTION OF PORTION 451) OF THE FARM KLIPFONTEIN NO 836 – IR

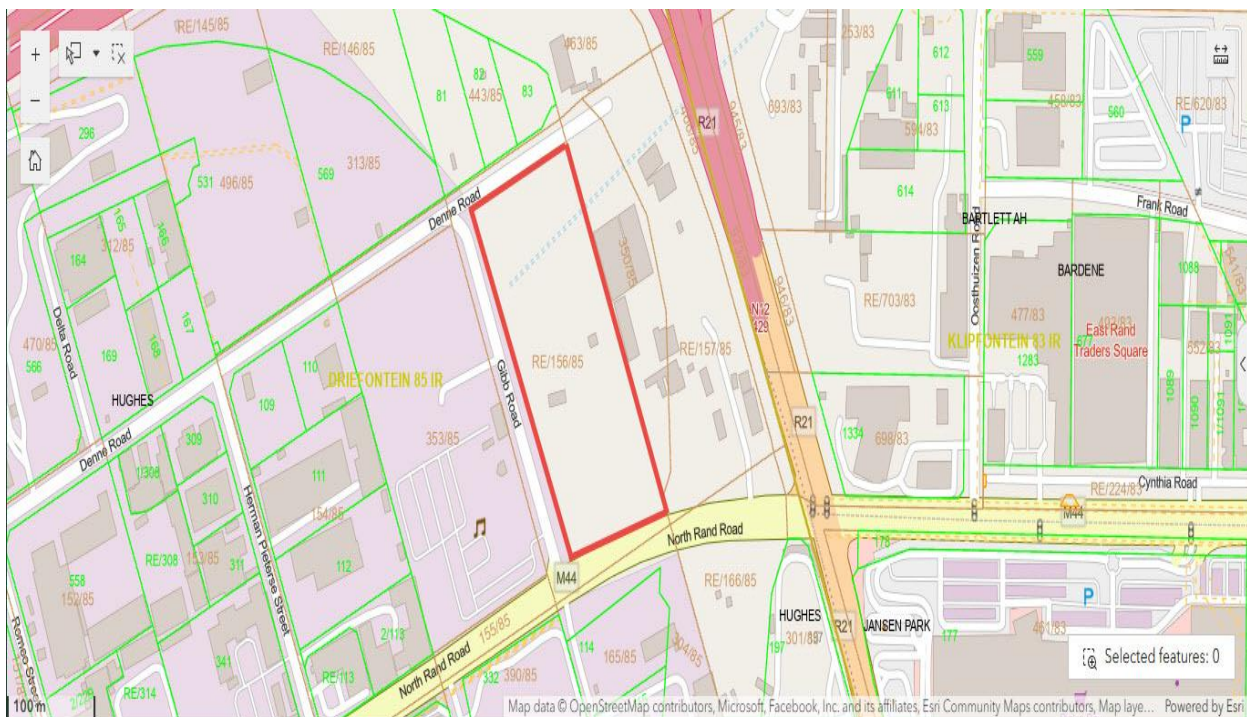


Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

2. PORTION OF PORTION 156 (PORTION OF PORTION 5) (UNREGD) OF THE FARM DRIEFONTEIN NO 85 - IR

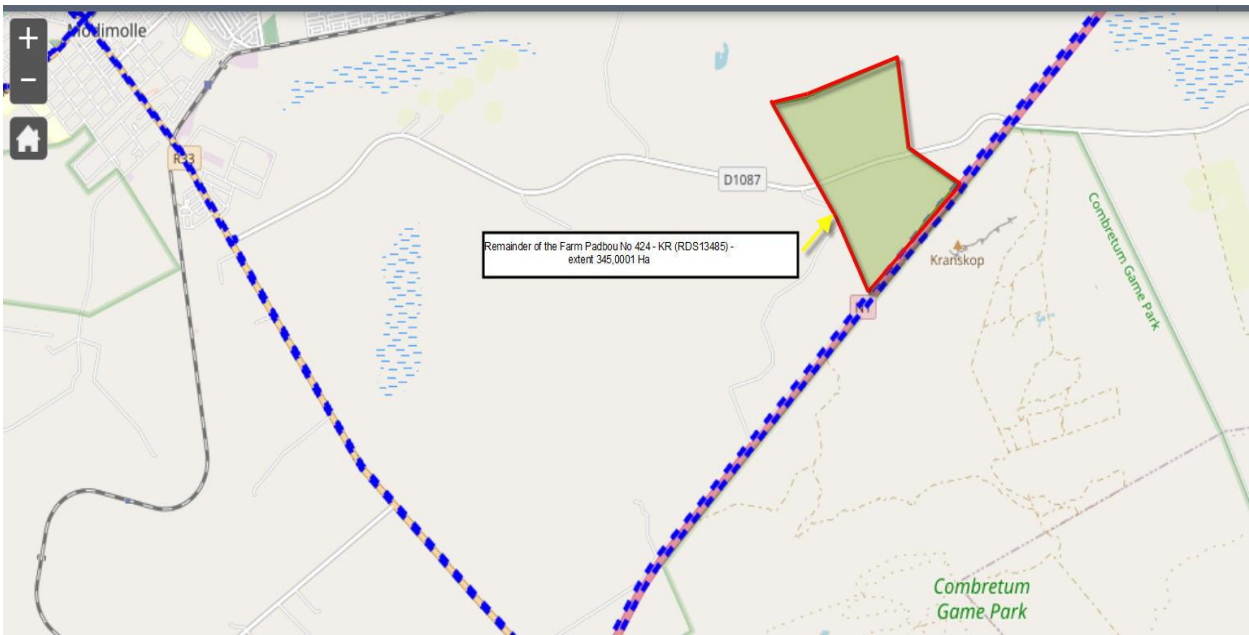
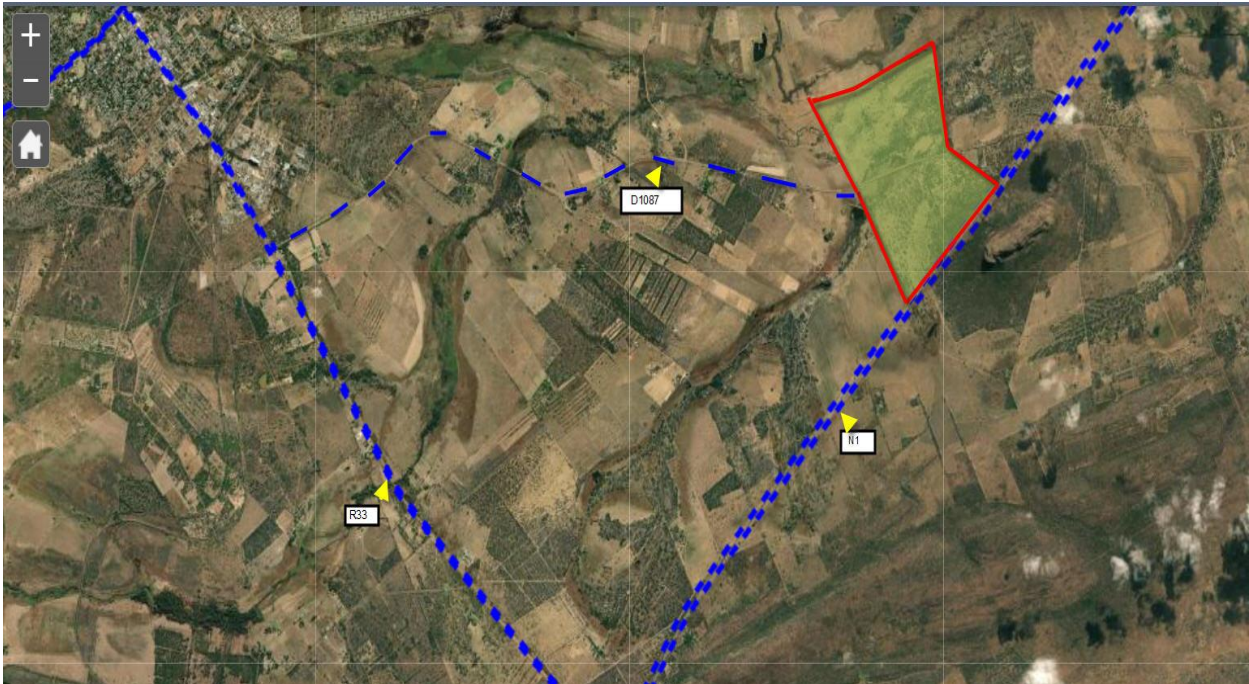


Signed:.....Date:.....

Name:.....Position:.....

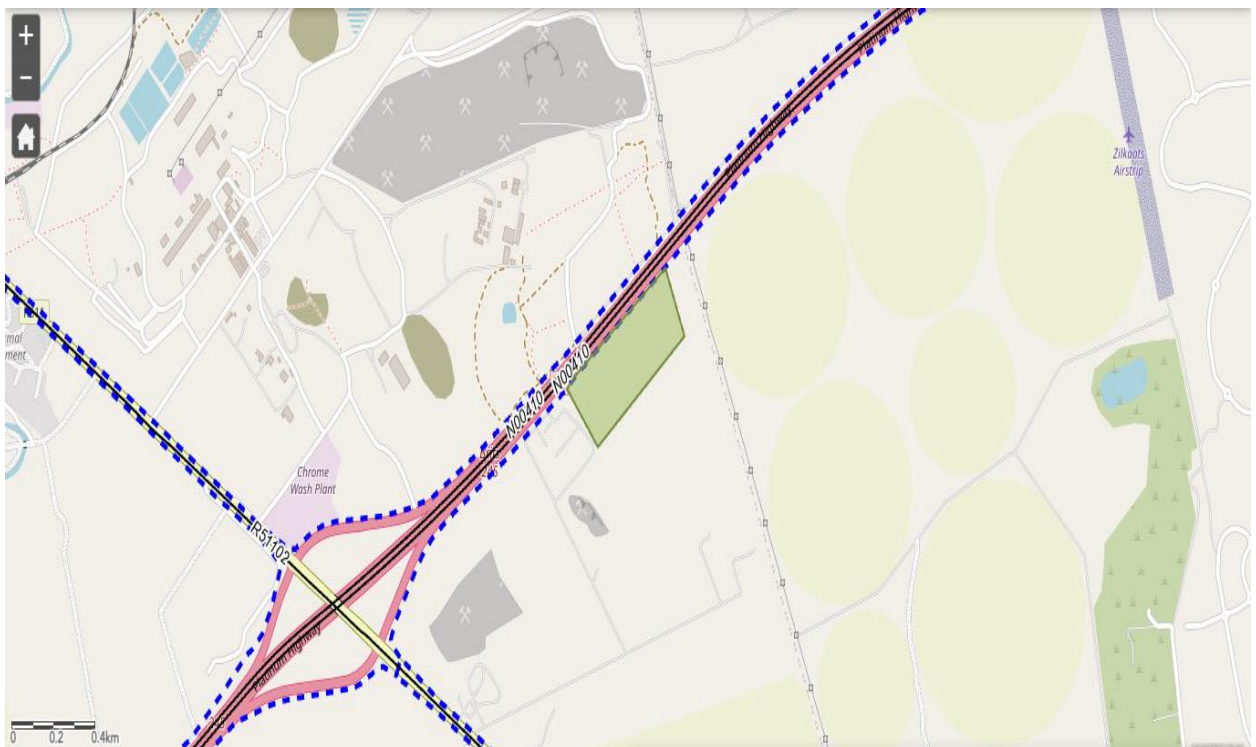
Tenderer:.....

3. REMAINDER OF FARM OF THE FARM PADBOU NO 424 – IR



Signed:.....Date:.....
Name:.....Position.....
Tenderer:.....

4. REMAINDER OF PORTION 112 (PORTION OF PORTION 46) OF THE FARM HARTEBEESTFONTEIN NO 445 – JQ

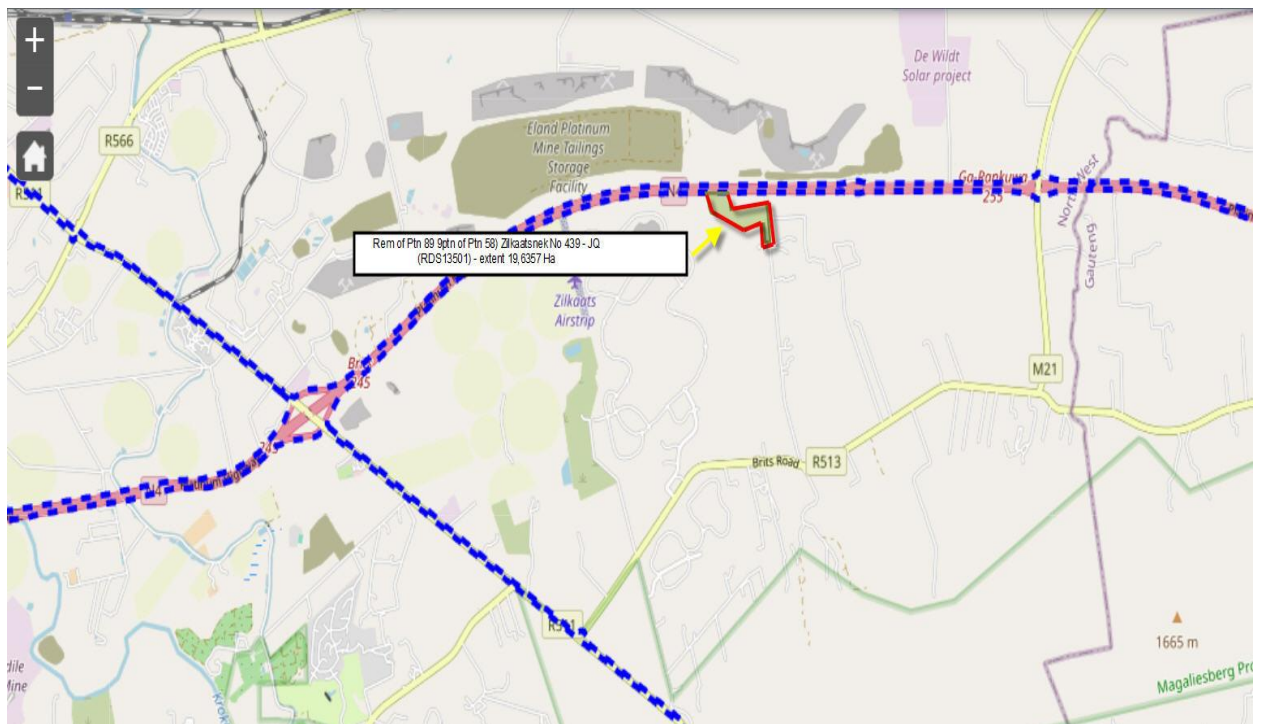


Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

5. PORTION OF REMAINDER OF PORTION 89 (PORTION OF PORTION 58) OF THE FARM ZILKAATSNEK NO 439 – JQ

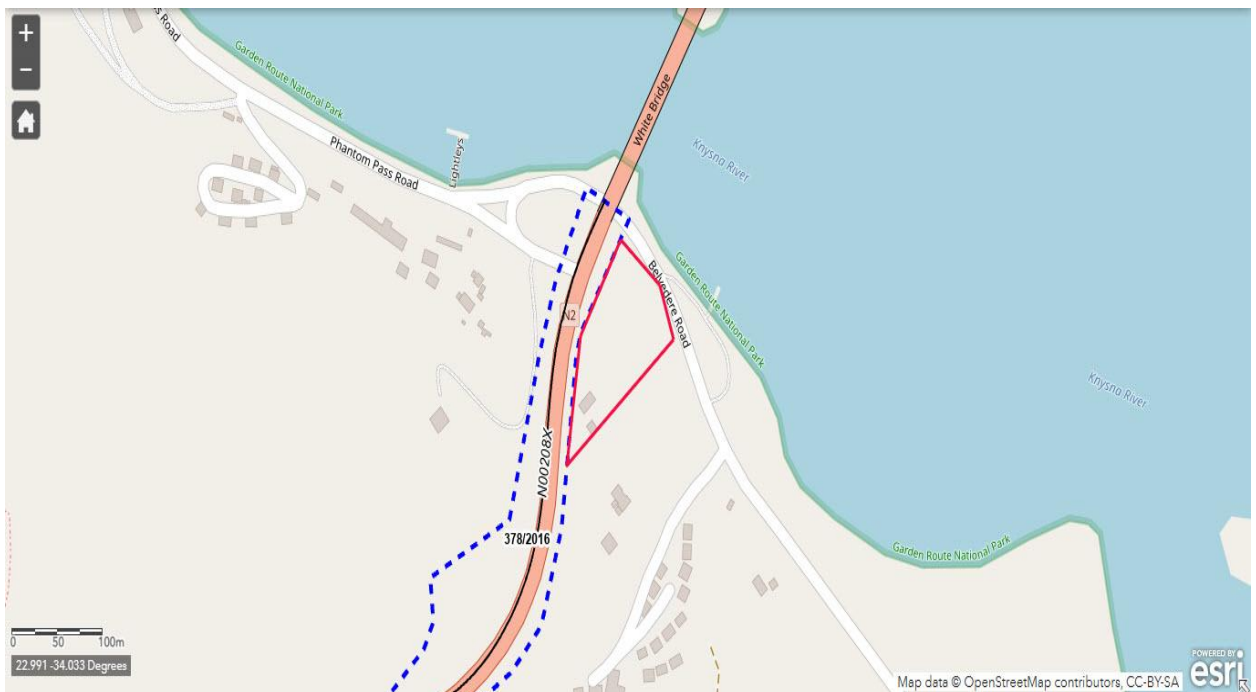


Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

6. PORTION OF PORTION 149 (PORTION OF PORTION 18) OF THE FARM UITZIGT NO 216 ADM DIST KNYSNA

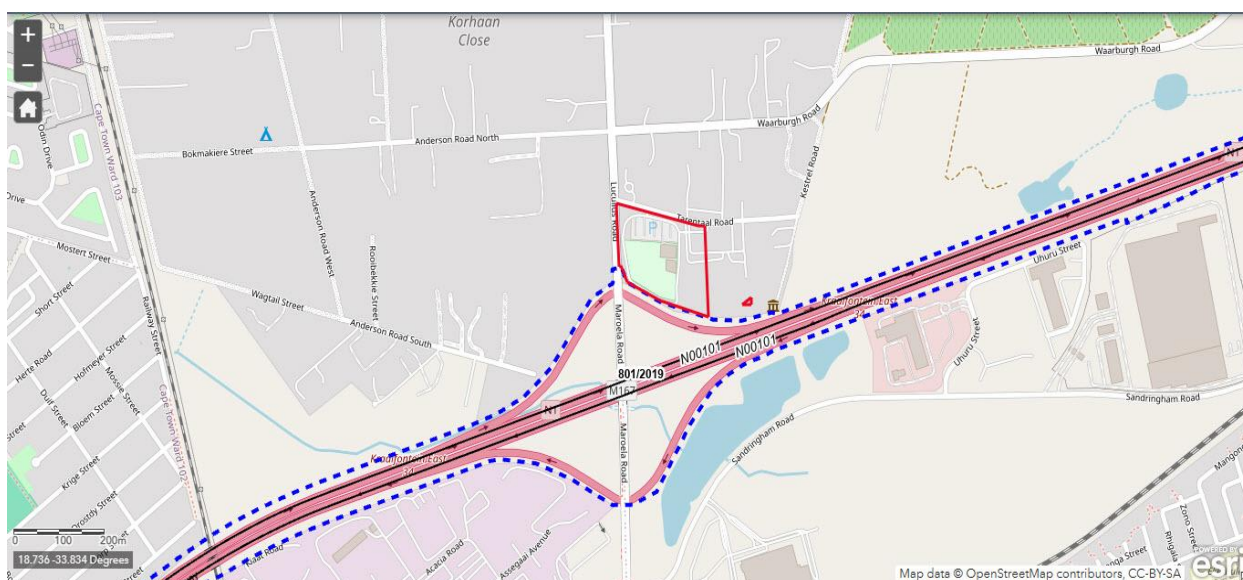
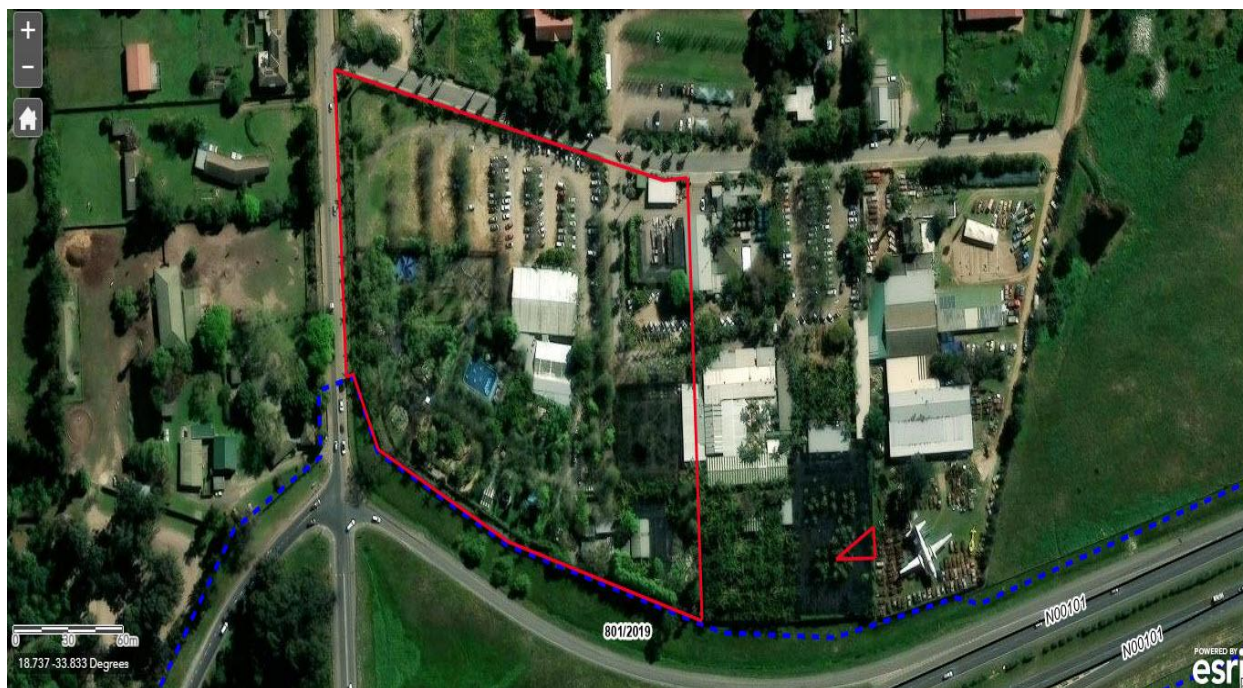


Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

7. REMAINDER OF PORTION 250 (PORTION OF PORTION 199), PORTION 208 (PORTION OF PORTION 204), REMAINDER OF PORTION 207 (PORTION OF PORTION 204), REMAINDER OF PORTION 205 (PORTION OF PORTION 204), REMAINDER OF PORTION 206 (PORTION OF PORTION 204), PORTION 368 (PORTION OF PORTION 210), PORTION 445 (PORTION OF PORTION 214), PORTION 468 (PORTION OF PORTION) (UNREGD), PORTION 364 (PORTION OF PORTION 201) AND PORTION 363 (PORTION OF PORTION 200) ALL OF THE FARM JOOSTENBERG VLAKE NO 728 ADM DIST PAARL

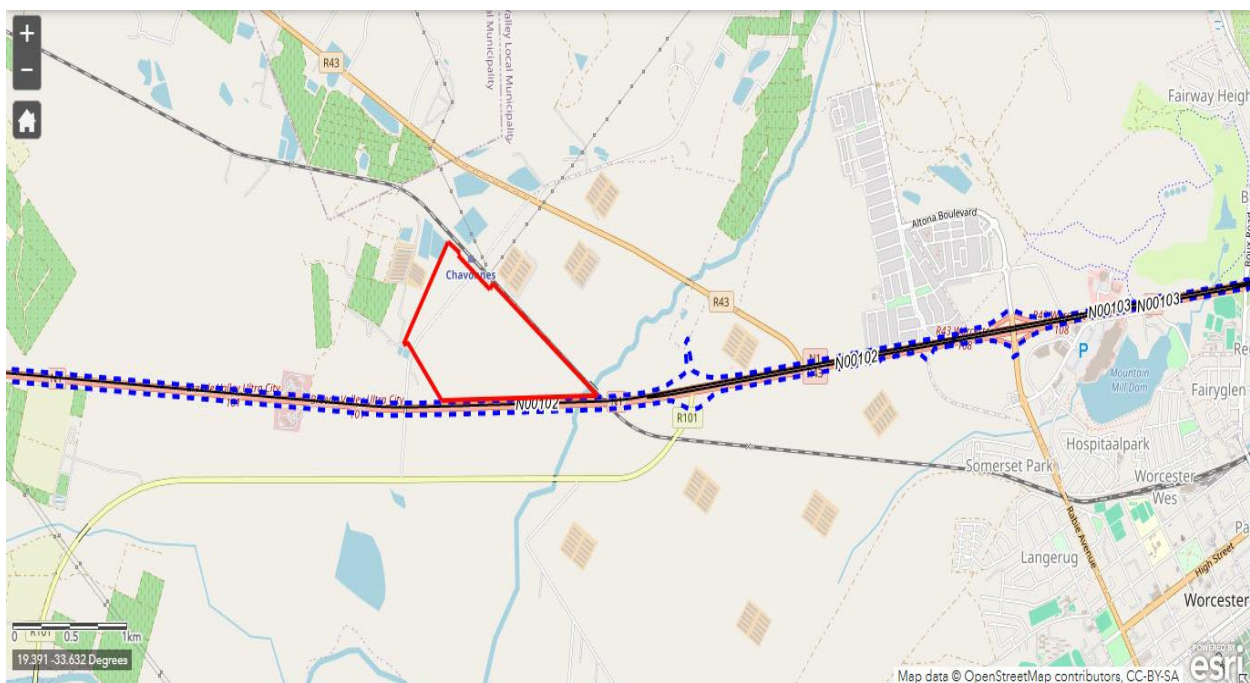


Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

8. PORTION 77 (PORTION OF PORTION 50) OF THE FARM DE MOND VAN HARTEBEEST RIVIER NO 379 ADM DIST WORCESTER



Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

ANNEXURE G – ACCESS TO THE PROPERTY

1. PORTION 808 (PORTION OF PORTION 451) OF THE FARM KLIPFONTEIN NO 836 –



Signed:.....Date:.....

Name:.....Position.....

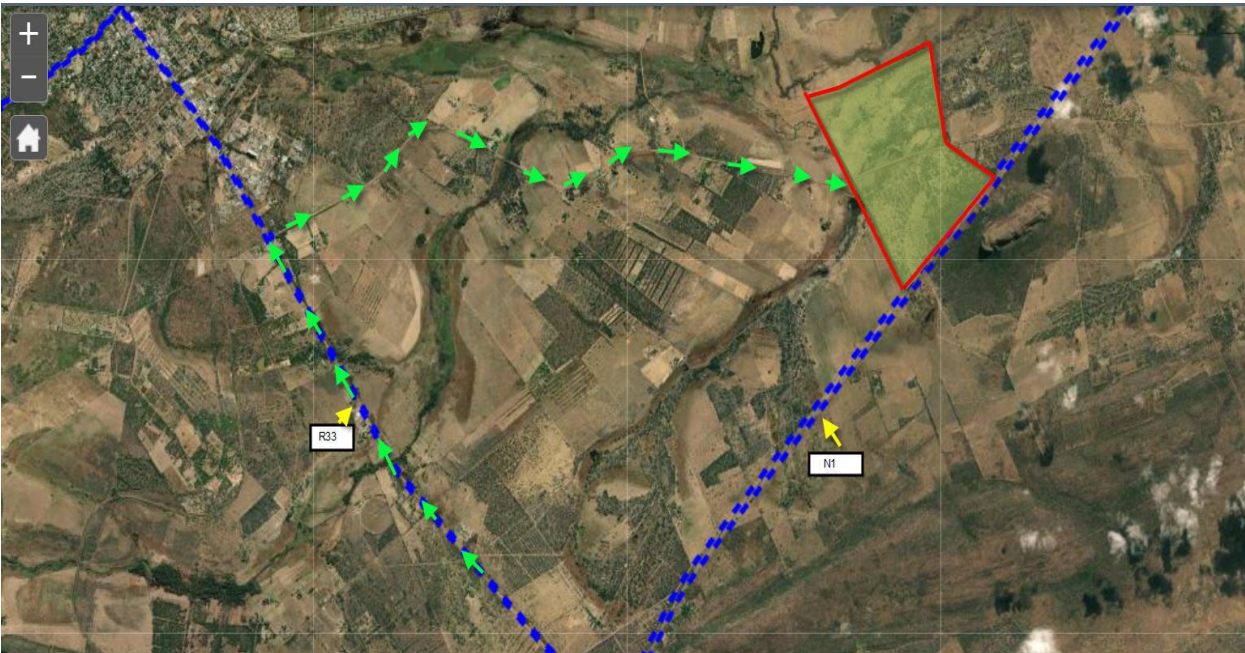
Tenderer:.....

2. PORTION OF PORTION 156 (PORTION OF PORTION 5) (UNREGD) OF THE FARM DRIEFONTEIN NO 85 - IR



Signed:.....Date:.....
Name:.....Position.....
Tenderer:.....

3. REMAINDER OF FARM OF THE FARM PADBOU NO 424 – IR



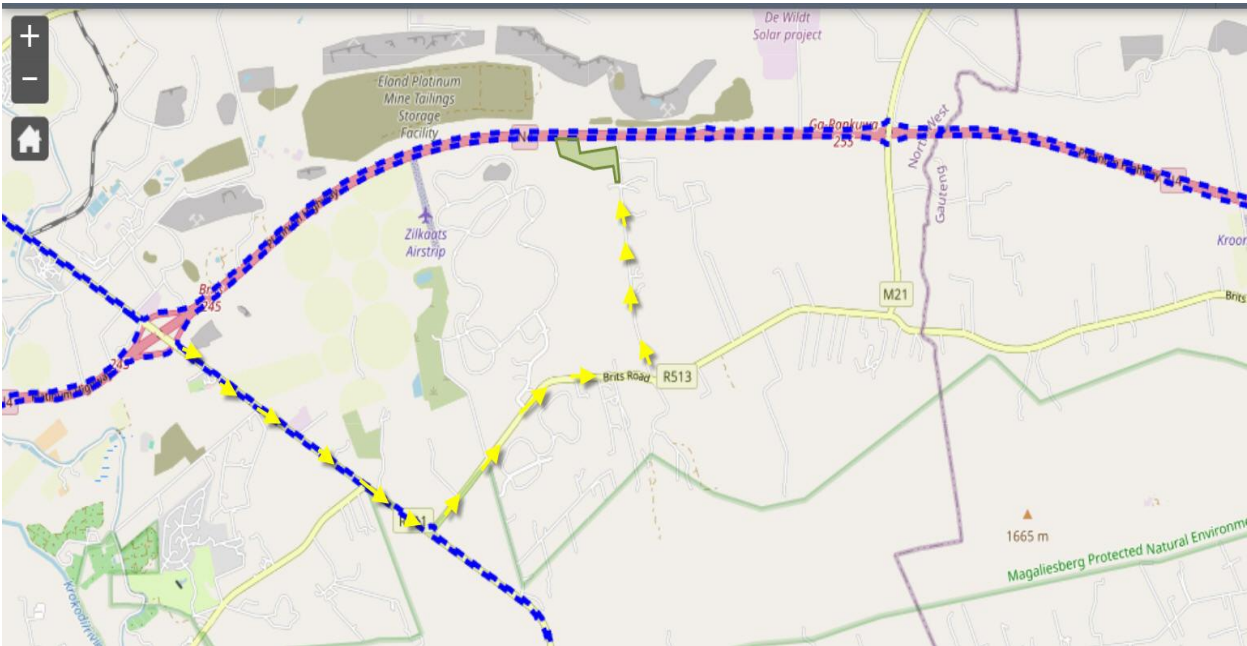
Signed:.....Date:.....
Name:.....Position.....
Tenderer:.....

4. REMAINDER OF PORTION 112 (PORTION OF PORTION 46) OF THE FARM HARTEBEESTFONTEIN NO 445 – JQ



Signed:.....Date:.....
Name:.....Position.....
Tenderer:.....

5. PORTION OF REMAINDER OF PORTION 89 (PORTION OF PORTION 58) OF THE FARM ZILKAATSNEK NO 439 – JQ



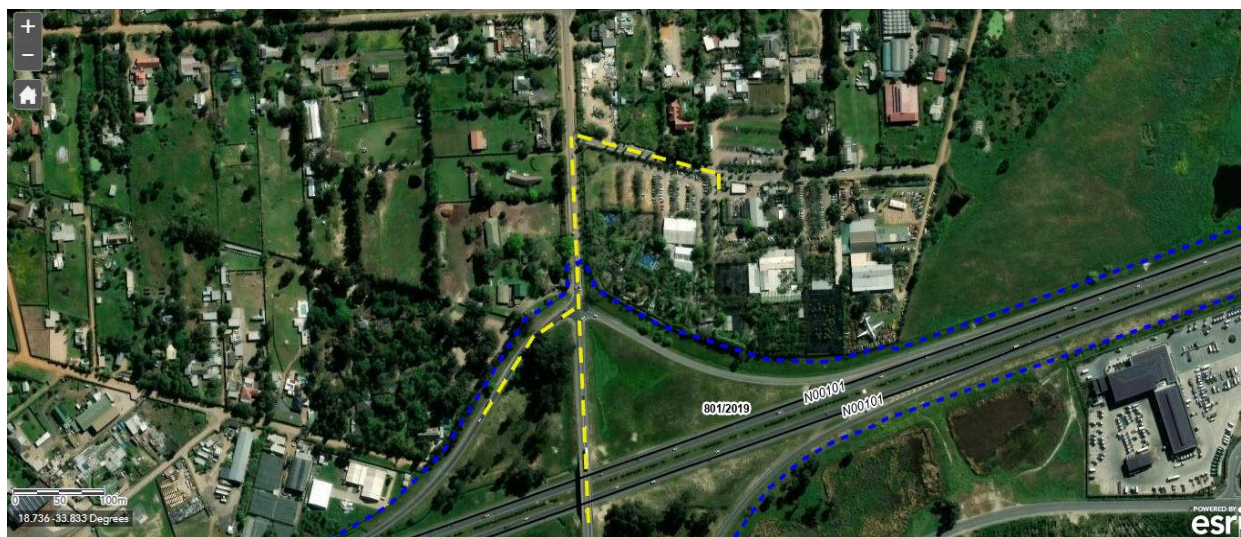
Signed:.....Date:.....
Name:.....Position.....
Tenderer:.....

6. PORTION OF PORTION 149 (PORTION OF PORTION 18) OF THE FARM UITZIGT NO 216 ADM DIST KNYSNA



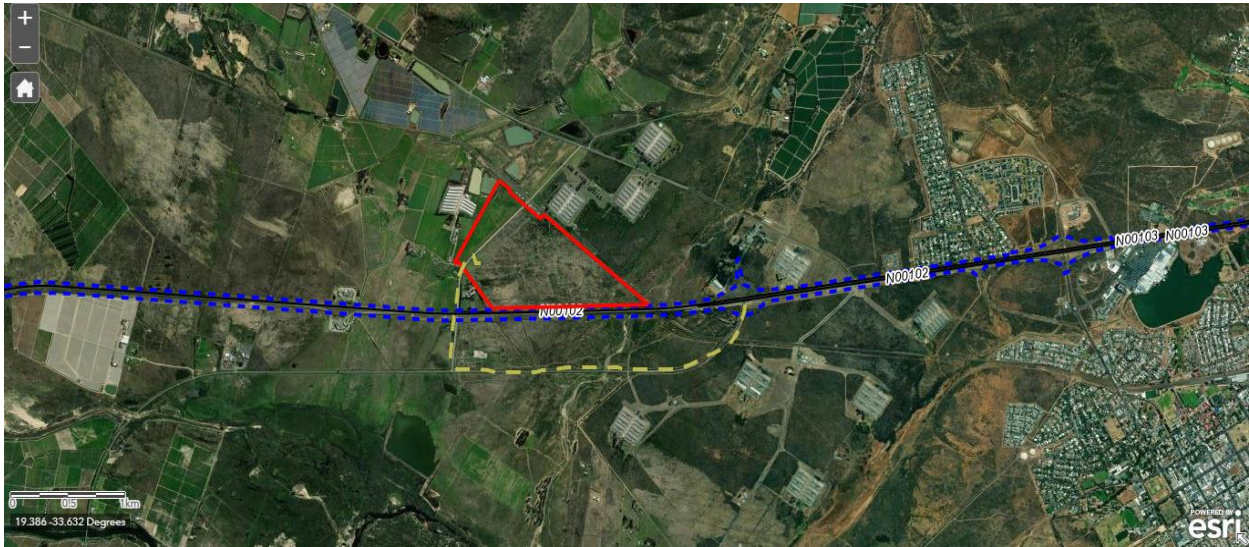
Signed:.....Date:.....
Name:.....Position.....
Tenderer:.....

7. REMAINDER OF PORTION 250 (PORTION OF PORTION 199), PORTION 208 (PORTION OF PORTION 204), REMAINDER OF PORTION 207 (PORTION OF PORTION 204), REMAINDER OF PORTION 205 (PORTION OF PORTION 204), REMAINDER OF PORTION 206 (PORTION OF PORTION 204), PORTION 368 (PORTION OF PORTION 210), PORTION 445 (PORTION OF PORTION 214), PORTION 468 (PORTION OF PORTION) (UNREGD), PORTION 364 (PORTION OF PORTION 201) AND PORTION 363 (PORTION OF PORTION 200) ALL OF THE FARM JOOSTENBERG VLAKE NO 728 ADM DIST PAARL



Signed:.....Date:.....
Name:.....Position.....
Tenderer:.....

8. PORTION 77 (PORTION OF PORTION 50) OF THE FARM DE MOND VAN HARTEBEEST RIVIER NO 379 ADM DIST WORCESTER



Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

ANNEXURE H

Contract Data: Information provided by the LESSOR**Contract Data**

The LESSOR's: The South African National Roads Agency Limited

The Agent's domicilium citandi et executandi (permanent physical business address) is:

48 Tambotie Avenue,

Val de Grace,

Pretoria,

Gauteng,

0184

The authorised and designated representative of the LESSOR is: to be confirmed with successful bidder

The address for receipt of communications is:

E-mail: ProcurementHO3@sanral.co.za

The project relates to leasing of the following immovable commercial properties:

No.	Province	Property Description	Property Address	Classification	Site Maps	SG Diagrams	Tick (✓) property chosen
1	Gauteng, Boksburg	Portion 808 (portion of Portion 451) of the Farm Klipfontein No 836 – IR	The property is accessed from Annabella Road GPS Coordinates: Lat - 26.174916 Lon 28.241103	Vacant Land			
2	Gauteng, Boksburg	portion of Portion 156 (portion of Portion 5) (unregd) of the Farm Driefontein No 85 – IR	corner of North Rand Road and Gibb Road in Hughes in close proximity of East Rand Mall GPS Coordinates: Lat - 26.178744 Lon 28.232096	Vacant Land			
3	Limpopo, Modimolle	Remainder of farm of the Farm Padbou No 424 – IR	From the N1 take the R33 to Modimolle and turn onto road D1087 which leads to the property. GPS Coordinates: Lat - 24.727701 Lon 28.516707	Vacant Land			

4	North West, Brits	Remainder of Portion 112 (portion of Portion 46) of the Farm Hartebeestfontein No 445 - JQ	The property is accessed from R511 GPS Coordinates: Lat - 25.664874 Lon 27.857509	Vacant Land	Annexure A	Annexure E	
5	North West, Brits	portion of Remainder of Portion 89 (portion of Portion 58) of the Farm Zilkaatsnek No 439 - JQ	The property is accessed from Denne Road GPS Coordinates: Lat - 25.664758 Lon 27.857445	Vacant Land			
6	Western Cape, Knysna	portion of Portion 149 (portion of Portion 18) of the Farm Uitziqt No 216 Adm Dist Knysna	The property is accessed from Belvedere Road GPS Coordinates: Lat - 25.664758 Lon 27.857445	Structure on the property used for residential purposes			
7	Western Cape, Kraaifontein	2. Remainder of Portion 250 (portion of Portion 199), Portion 208 (portion of Portion 204), Remainder of Portion 207 (portion of Portion 204), Remainder of Portion 205 (portion of Portion 204), Remainder of Portion 206 (portion of Portion 204), Portion 368 (portion of Portion 210), Portion 445 (portion of Portion 214), Portion 468 (portion of Portion 382) (unregd), Portion 364 (portion of Portion 201) and Portion 363 (portion of Portion 200) all of the Farm Joostenberg Vlake No 728 Adm Dist Paarl	The property is situated in Joostenbergvlakte Kraaifontein and accessed from Tarentaal Road GPS Coordinates: Lat - 25.664758 Lon 27.857445	Vacant Land			
8	Western Cape, Worcester	Portion 77 (portion of Portion 50) of the Farm De Mond van Hartebeest Rivier No	The property is situated outside of Worcester and accessed from Chavonnes Road via the R101 or the R43	Vacant Land			

		379 Adm Dist Worcester	GPS Coordinates: Lat - 25.664758 Lon 27.857445				
--	--	---------------------------	---	--	--	--	--

Copyright of documents prepared for this Tender shall be vested solely with SANRAL

Contract Data: Information provided by the Tenderer

The Tenderer is: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

The authorised and designated representative of the Tenderer is:

Name: _____

The address for receipt of communications is: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

INFORMATION REQUIRED FOR THE PUBLICATION OF AWARD AS PER NATIONAL TREASURY INSTRUCTION NOTE

Name of Partners, Members or Directors	Appointment Date	Designation	Professional Registration Number

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

**FORM B7: AGREEMENT OF LEASE THAT WILL BE SIGNED BY THE SUCCESSFUL BIDDER
(PROFORMA TO BE COMPLETED BY SUCCESSFUL BIDDER)**

TENDER NO: 66130/1007/2025/02

**NRA 2025/0136: REQUEST FOR PROPOSALS FOR THE LEASE OF SANRAL COMMERCIAL
PROPERTIES FOR A PERIOD OF FIVE (5) YEARS**

SECTION 6

To be concluded by Successful Tenderer ONLY

AGREEMENT OF LEASE

(Company / Close Corporation / Trust)

(Name Province)

entered into by and between

.....

Registration No:

Herein represented by, in his or her capacity as
....., duly authorised thereto

(Hereinafter referred to as the "LESSEE")

and

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

Herein represented by, in his or her capacity as
....., duly authorised to do so on behalf of SANRAL

**(A company duly incorporated in terms of South African company laws with Registration No:
1998/009584/30)**

(Hereinafter referred to as the “LESSOR”)

(Hereinafter collectively referred to as “the Parties”)

TABLE OF CONTENTS

<u>PART A</u>	1.1 – 1.2	Lessor and Lessee details
	1.3 – 1.6	Premises, Use of Premises, <i>Domicilium Citandi</i> <i>Et Executandi</i>
	1.7 – 1.12	Lease Period, Commencement Date, Termination Date, Occupation Date, Rent Start, Rent payable (Monthly Rental)
	1.12.2	Annual Rental
	1.13	Rent Escalation
	1.14	Deposit Amount
	1.15 – 1.16	Costs, Sureties
	1.17 – 1.20	Public Liability Insurance, Trading Hours, Annexures
<u>PART B</u>	2.	Definitions and Interpretation
	3.	Occupation
	4. – 5.	Rental payable, Electricity, Water, Gas and other charges
	6.	Assessment rates and other charges
	7. – 8.	Value Added Tax, Deposit
	9. – 11.	Interest and Legal Charges, Appropriation of Payment, Exclusion of Claims
	12. – 13.	Lessor/Lessee's <i>domicilium</i> , Exclusion of Warranties
	14. – 16.	Lessor's Compliance with Laws, Lessee's Compliance with Laws and Conditions of Title, Sub-letting and Transfer of Ownership
	17. – 21.	Liability of Partners/Joint Lessees, Jurisdiction of Magistrate's Court, Lessor's Regulations, Lessor's Maintenance
	22. – 23.	Lessor's Right of Entry, Damage to or Destruction of Property
	24. – 25.	Display Notices, Remedies for Breach and

Cancellation

- 26. – 29. Holding Over, Waiver of Right of Rectification, Severability, Sale of Property

PART C

- 30. Suspensive and Resolutive Conditions
- 31. Lessee’s General Obligations
- 32. – 33. Lessee’s Employees, Responsibility for Electrical Installation and Warranty
- 34. – 36. Pests, Fire Hazards, Alterations and Additions
- 37. Rules
- 38. Sureties
- 39. Whole Agreement

PART A

- 1 The PREMISES (as defined below) are let to the LESSEE (as defined below) by the LESSOR (as defined below) who agrees to let the PREMISES to the LESSEE in accordance with the terms and conditions contained herein and any annexures hereto, subject to part C, clause 29 below.

1.1 **THE LESSOR:**

- 1.1.1 THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED (Registration Number 1998/009584/30) duly represented herein by _____ in his capacity as _____ of SANRAL.

- 1.1.2 POSTAL ADDRESS (including postal code):

PRIVATE BAG X928

PRETORIA

0001

- 1.1.3 REGISTERED PHYSICAL ADDRESS:

48 TAMBOTIE AVENUE

VAL DE GRACE

PRETORIA

GAUTENG

0001

- 1.1.4 VAT REGISTRATION NO: **4220186250**

- 1.1.5 TELEPHONE NUMBER: **N/A**

1.2 **THE LESSEE:**

- 1.2.1 FULL NAME OF COMPANY/CLOSE CORPORATION/TRUST:

- 1.2.2 REGISTRATION NO: _____

1.2.3 TRADING NAME: _____

1.2.4 DULY REPRESENTED BY: (Full names of Lessee's representative as per the attached resolution marked as Annexure "B")

1.2.5 IN HIS/HER CAPACITY AS: _____

1.2.6 POSTAL ADDRESS (including postal code):

1.2.7 REGISTERED PHYSICAL ADDRESS (relevant to Part A, clause 1.6.2):

1.2.8 VAT REGISTRATION NO: _____

1.2.9 TELEPHONE NUMBER: _____

1.3 **THE PREMISES:**

1.3.1 ERF NUMBER / PORTION NO / PROVINCE / REGISTRATION DIVISION (Full details):

1.3.2 STREET NUMBER AND NAME:

1.3.3 TOWN (MAGISTERIAL DISTRICT):

1.3.4 PROPERTY REFERENCE:

1.3.5 UNIT REFERENCE (RDS NO):

1.4 **PREMISES MEASURING APPROXIMATELY:** (Indicate square meters or hectares)

with improvements as listed in clause 1.5 below.

1.5 **USE OF PREMISES & OCCUPIERS** (Subject to part C, clause 29):

1.5.1 The PREMISES are used as a _____ [nature of business] with ancillary services.

1.5.2 The premises consist of a _____ [state all facilities that are being leased]. **See Annexure E for Site Layout.**

1.6 **DOMICILIUM CITANDI ET EXECUTANDI:**

1.6.1 The LESSOR:

THE SOUTH AFRICAN NATIONAL ROADS AGENCY LIMITED

Physical address: **48 TAMBOTIE AVENUE
VAL DE GRACE ROAD
PRETORIA
GAUTENG
0001**

Postal address: _____

Email address: ProcurementHO3@sanral.co.za

1.6.2 The LESSEE:

Physical address: PREMISES as recorded above in clauses 1.3.1 to 1.3.3 (in the event that the PREMISES as referred to in clause 1.3.1 to 1.3.3 is vacant, then in such event the address as stipulated in clause 1.2.6 hereof shall be considered to be the *domicilium citandi et executandi*);

Postal address: As recorded in part A, clause 1.2.5

Telephone number: _____

Email: _____

1.7 INITIAL PERIOD OF LEASE:

Five (5) years

1.8 COMMENCEMENT DATE:

The first day of the month following the date when all the required trading licenses are in place to trade, and further, the 30-day notice period given to the current occupants to vacate has lapsed.

1.9 TERMINATION DATE:

Five (5) years from the commencement date of the lease agreement.

1.10 OCCUPATION DATE:

The first day of the month following the date when all the required trading licenses are in place to trade and further, the 30-day notice period given to the current occupiers to vacate has lapsed.

1.11 RENT START DATE:

On the commencement date, being the first day of the month, following the date when all the required trading licenses are in place to trade and further, the 30-day notice period given to the current occupiers to vacate has lapsed.

1.12 RENTAL PAYABLE:**1.12.1 MONTHLY RENTAL:** ☒ (LESSEE TO MARK WITH X IF APPLICABLE)

1.12.1.1 The rent shall be payable in advance without deduction by the 1st (FIRST) day of each consecutive month in accordance with the provisions of part B, clause 4.

1.12.1.2 The monthly rental payable in respect of the leased PREMISES for the first year shall comprise: [to be completed by the LESSEE as per the tendered amount]

CLAUSE NO	ITEM	AMOUNT MONTH	PER	VAT@15%	TOTAL PAYABLE
1.12.1.2.1	Basic Rental	R		R	R
1.12.1.2.2	Operating Costs	-		-	-
1.12.1.2.3	Electricity	-		-	-
1.12.1.2.4	Water				
1.12.1.2.5	Other (Specify)_____	-		-	-
	TOTAL	R		R	R

The payment of VAT shall be subject to Part B, clause 7 of this AGREEMENT.

1.12.1.3 The charges indicated in clause 1.12.1.2.1 in respect of **rental**: (Mark applicable option with X)

☐ includes payment in respect of rates & taxes; OR

☒ excludes payment in respect of rates & taxes.

1.12.1.3.1 In the event that payment of rates & taxes are **excluded** from the rental as indicated above, then part B, clause 6 of this AGREEMENT shall apply.

1.12.1.4 In the event of there being no fixed water and electricity charge/s stipulated in clauses 1.12.1.2.3 and 1.12.1.2.4 above, water and electricity charges shall, subject to part B, clause 5, be payable by the LESSEE based on the utilization and municipal account:

- ☐ to the LESSOR monthly in arrears measured by means of sub-meters installed at the PREMISES; OR
- ☐ calculated as a proportionate share and charged to the LESSEE'S account
- ☒ directly to the local authority.

OR

~~1.12.2 ANNUAL RENTAL: ☐ (MARK WITH X IF APPLICABLE) (ANNUAL RENTAL NOT APPLICABLE FOR THIS TENDER)~~

~~1.12.2.1 Rental shall be payable by the LESSEE to the LESSOR in advance without deduction or set off for the first year of this AGREEMENT, by the COMMENCEMENT DATE, and thereafter for each subsequent year, by the anniversary of the COMMENCEMENT DATE.~~

~~1.12.2.2 The rental payable in respect of the leased PREMISES for the first year shall comprise:~~

CLAUSE NO	ITEM	AMOUNT	VAT@15%	TOTAL PAYABLE
1.12.2.2.2	Operating Costs	R	R	R
1.12.2.2.1	Basic Rental	-	-	-
1.12.2.2.3	Electricity	-	-	-
1.12.2.2.4	Water			
1.12.2.2.5	Other (Specify) _____	-	-	-
	TOTAL	R	R	R

The payment of VAT shall be subject to Part B, clause 7 of this AGREEMENT.

~~1.12.2.3 The charges indicated in clause 1.12.2.2.1 in respect of rental: (Mark applicable option with X)~~

- ☐ includes payment in respect of rates & taxes;
- ☐ excludes payment in respect of rates & taxes.

~~1.12.2.3.1 In the event that payment of rates & taxes are excluded from the rental, then in that event part B, clause 6 of this AGREEMENT shall apply.~~

~~1.12.2.4 In the event of there being no fixed water and electricity charge/s stipulated in clauses 1.12.2.2.3 and 1.12.2.2.4 above, water and electricity charges shall, subject to part B, clause 5, be payable by the LESSEE:~~

~~☐ to the LESSOR annually in arrears measured by means of sub meters installed at the PREMISES OR~~

~~☐ calculated as a proportionate share and charged to the LESSEE'S account OR~~

~~☐ directly to the local authority.~~

NOTE: THE FOLLOWING APPLIES TO BOTH MONTHLY & ANNUAL RENTAL AS DETAILED ABOVE:

1.12.3 In the event that clause 1.7 of this agreement contains a number of days, the rental payable by the LESSEE to the LESSOR for those days shall be a proportionate share of the monthly ~~or annual~~ rental payable in terms of this AGREEMENT. Such proportionate share shall be calculated in accordance with the following formula:

Number of days as per clause 1.7 X rental as per clause 1.12.1.2 or 1.12.2.2.

30 or 360 (as appropriate)

1.12.4 In the event that the approval of licences to trade exceeds Twelve (12) months from the date of award of tender, the rental offered by the successful bidder will increase by the stipulated escalation rate as per clause (1.13.1 (a)) on the anniversary of the date of award of tender.

1.13 **ESCALATION:**

1.13.1 **FIXED MONTHLY OR ANNUAL RENTAL**

MARK APPLICABLE OPTION A OR B WITH X

- a) ☒ The fixed monthly rental (clause 1.12.1.2.1) shall escalate based on the average percentage of the Consumer Price Index plus 3% (plus offered %) as calculated over the preceding Twelve (12) months, on the anniversary of the COMMENCEMENT DATE.

- b) ☐ The fixed monthly rental (clause 1.12.1.2.1) or fixed annual rental (clause 1.12.2.2.1) shall escalate based on the average percentage of the Consumer Price Index plus 3% as calculated over the preceding Twelve (12) months, on the _____ day of _____ annually.

1.13.2 OPERATING COSTS

MARK APPLICABLE OPTION A OR B WITH X

- a) ☒ OPERATING COSTS stipulated in clause 1.12.1.2.2 or 1.12.2.2.2 shall escalate by CPIX (percent) on the _____ day of _____ 20_____ and thereafter it shall escalate by _____ % (_____ percent) on anniversary of the COMMENCEMENT DATE.
- b) ☐ OPERATING COSTS stipulated in clause 1.12.1.2.2 or 1.12.2.2.2 shall escalate by _____ % (_____ percent) on the _____ day of _____ 20_____ and thereafter it shall escalate by _____ % (_____ percent) on the _____ day of _____ annually.

1.13.3 FIXED WATER AND ELECTRICITY CHARGES

MARK APPLICABLE OPTION A OR B OR C WITH X

- a) ☐ Fixed water and electricity charges stipulated in clause 1.12.1.2.3, 1.12.1.2.4 or 1.12.2.2.3 and 1.12.2.2.4 shall escalate by CPIX (percent) on the _____ day of _____ annually.
- b) ☒ Fixed water and electricity charges stipulated in clause 1.12.1.2.3 and 1.12.1.2.4 or 1.12.2.2.3 and 1.12.2.2.4 shall escalate by CPIX (percent) on the anniversary of the COMMENCEMENT DATE.
- c) ☐ No fixed water & electricity payable.

1.14 DEPOSIT AMOUNT:

A deposit equal to One (1) month's rental shall be payable upon signature of the lease agreement, together with the first month's rent or SEVEN (7) days before the OCCUPATION DATE (whichever date is the earlier).

The deposit amount shall be:

1.14.1 ONE MONTH RENTAL ☒ (MARK WITH X IF APPLICABLE)

1.14.1.1 R_____ (_____), excluding VAT, being the sum of one (1) month's/months' rent as stipulated in clause 1.12.1.2.1.

PLUS

1.14.1.2 _____ being the sum of one (1) month's/months' OPERATING COSTS as stipulated in clause 1.12.1.2.2, based on LESSEE'S utilization.

PLUS

1.14.1.3 _____ being the sum of one (1) month's/months' water and electricity charges as stipulated in clauses 1.12.1.2.3 and 1.12.1.2.4. ~~(only applicable if fixed amounts as stipulated in clauses 1.12.1.2.3 and 1.12.1.2.4),~~ based on the LESSEE'S utilization.

OR

1.14.2 ANNUAL RENTAL ☐ (MARK WITH X IF APPLICABLE)

1.14.2.1 _____ being the sum of _____
(_____) year's/years' rent as stipulated in clause 1.12.2.2.1;

PLUS

1.14.2.2 _____ being the sum of _____
 (_____) year's/years' OPERATING COSTS as stipulated in clause
 _____ 1.12.2.2.2;

PLUS

1.14.2.3 _____ being the sum of _____
 (_____) year's/years' water and electricity as stipulated in clauses
 1.12.2.2.3 and 1.12.2.2.4, (only applicable if fixed amounts as stipulated in clauses
 1.12.2.2.3 and 1.12.2.2.4).

1.14.3 METHOD OF PAYMENT – Cash Deposit ☐ or Bank guarantee ☐ or EFT Transfer

1.15 **SURETIES (APPLICABLE ONLY TO ALL COMPANIES / CLOSE CORPORATIONS):**

(Sureties required to sign on the signatory page at the end of this AGREEMENT)

This AGREEMENT is entered into subject to the following persons providing surety in accordance with part C, clause 38 of this AGREEMENT:

1.15.1 Full names & surname:

Physical Address (chosen *domicilium*):

Designation: _____

ID No: _____

Telephone number: _____

Telefax number: _____

1.15.2 Full names & surname:

Physical Address (chosen *domicilium*):

Postal Address (including postal code):

Designation: _____**ID No:** _____**Telephone number:** _____**Telefax number:** _____**1.16 PUBLIC LIABILITY INSURANCE:**

The LESSEE shall ensure that it at all times have a minimum coverage of **R10 000 000-00 (Ten Million Rand)** per incident in respect of public liability insurance.

1.17 TRADING HOURS

The LESSEE shall remain open during business hours permitted by law on each day of the week.

1.18 THE FOLLOWING ANNEXURES SHALL FORM PART OF THIS AGREEMENT OF LEASE:

1.18.1 ANNEXURE A: PLAN INDICATING LOCATION OF PREMISES CLEARLY
DEMARCATED IN RED INK

1.18.2 ANNEXURE B: COMPANY/CLOSE CORPORATION/TRUST RESOLUTION

- 1.18.3 ANNEXURE C: INSPECTION FORM
- 1.18.4 ANNEXURE D: LEASE DIAGRAM
- 1.18.5 ANNEXURE E: SITE LAYOUT
- 1.18.6 ANNEXURE F: ACCESS TO THE PROPERTY

PART B**THE PARTIES AGREE AS FOLLOWS:****2 DEFINITIONS AND INTERPRETATION**

In this AGREEMENT, unless the context stipulate otherwise:

DEFINITIONS

- 2.1 Should any provision in a definition be a substantive provision conferring rights and obligations on any party, notwithstanding that it is only a definition, effect shall be given to it as if it were a substantive provision within the body of the AGREEMENT.
- 2.2 "AGREEMENT" means this agreement signed and executed as between the parties, including all annexures hereto.
- 2.3 In the remainder of the AGREEMENT the terms "APPURTENANCES" shall mean all the installations and appliances in the PREMISES and includes, but is not limited to, without prejudice to the generality of the terms, any keys, locks, windows, sewerage pans, basins, water taps and fittings, access doors, interior doors, remote control equipment, fire control equipment, window panes, window frames and air-conditioning units.
- 2.4 "BUILDING" shall mean the building on the PROPERTY, in which the PREMISES are situated, including any extensions or additions thereto from time to time.
- 2.5 "COMMENCEMENT DATE" in this AGREEMENT shall refer to the date stipulated in clause 1.8 of part A above notwithstanding date of signature of this AGREEMENT by the parties.
- 2.6 "COMMON AREA" shall mean those portions of the BUILDING and PROPERTY other than those actually let or capable of being let to individual LESSEES including but not limited to parking bays, walkways, staircases, lifts and public restrooms.
- 2.7 "DESIGNATED PERSON" shall mean the LESSOR'S employees, directors, agents, independent contractors, and representatives.

- 2.8 “LESSOR” means the SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED with registration number 1998/009584/30.
- 2.9 “LESSEE” means the party referred to in part A, clause 1.2 above.
- 2.10 “OPERATING COSTS” shall mean the reasonable costs incurred in connection with the management, maintenance, repair and operation of the PROPERTY, BUILDING & COMMON AREA, including, but not limited to, the rates and costs of cleaning, security, maintenance of air-conditioning units, maintenance, refuse removal, redecoration and painting, plant and garden maintenance, management fees, building amenity costs, insurance, parking and other related services. The OPERATING COSTS will be for the LESSEE’S responsibility.
- 2.11 “PREMISES” shall mean the premises as more fully described in part A, clauses 1.3.1 to 1.3.3.
- 2.12 “PROPERTY” shall mean the property described in clause 1.3.1 of part A of this AGREEMENT.
- 2.13 “THE AGENT” shall mean the property administration service provider appointed by SANRAL from time to time, and/or the address as referred to in part A clause 1.6.1, and party representing the LESSOR in terms of this AGREEMENT and any ANNEXURE or SCHEDULE.
- 2.14 “VAT” shall mean value added tax payable as required in section 1 of the Value Added Tax Act, No. 89 of 1991, as amended.
- 2.15 “YEAR” means a period of 12 (TWELVE) consecutive months and “annually” refers to a year commencing on the COMMENCEMENT DATE on which this AGREEMENT comes into operation or any anniversary of that date.
- 2.16 Should the ANNEXURES or SCHEDULES to this AGREEMENT not contain their own definitions, then the terms of this clause 2 shall be deemed to apply to such ANNEXURES or SCHEDULES.
- 2.17 The terms specified in this clause 2 of this AGREEMENT shall bear the same meanings throughout this AGREEMENT.
- 2.18 The singular shall, where appropriate, be deemed to be a reference to the plural, and vice versa and words importing any one gender include the other gender and natural persons include created entities (corporate or unincorporated) and vice versa. Any DATE expressed in numerical

numbers will be interpreted first the year, then the month and then the day unless the content clearly indicates otherwise.

- 2.19 The headings are used for convenience only and must not be used as an aid to the interpretation of the AGREEMENT.
- 2.20 When any number of days is prescribed in this AGREEMENT, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.21 When figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.22 Wherever this AGREEMENT provides that the LESSEE shall have no remedy, that shall be construed as a waiver by the LESSEE of its claims for loss or damage or right of cancellation or remission of rental or any other claim or remedy (without limitation eiusdem generis – of the same kind) whether in contract or delict or otherwise against the LESSOR and/or THE DESIGNATED PERSON notwithstanding that the LESSOR and/or THE DESIGNATED PERSON may have acted or failed to act negligently.
- 2.23 Any provision of this lease imposing a restraint, prohibition or restriction on the LESSEE shall be so construed that the LESSEE is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by everybody occupying or entering the PREMISES or any other part of the PROPERTY through, under, by arrangement with, or at the invitation of the LESSEE, including (without limiting the generality of this provision) the directors, members, officers, employees, agents, customers and invitees of the LESSEE.
- 2.24 Any references to notices, statements and other communications by or from the LESSOR include notices by or from THE AGENT.
- 2.25 The lease shall be interpreted and applied in accordance with South African law.

3 OCCUPATION

- 3.1 Should the LESSOR be unable to give the LESSEE occupation of the PREMISES on the COMMENCEMENT DATE for any reason whatsoever, whether or not occasioned by the negligence of the LESSOR and/or the DESIGNATED PERSON, including (without limiting the generality of the foregoing) the PREMISES being incomplete or in a state of disrepair or an existing LESSEE not

having vacated the PREMISES, the LESSEE shall have no remedy and shall accept occupation and commence paying rental on such later date on which the PREMISES are available.

- 3.2 Should the PREMISES not have constructed or be in the course of construction when this AGREEMENT is signed, then the PREMISES shall be regarded as available for occupation by the LESSEE as soon as the LESSOR deems the interior of the PREMISES to be completed or fit for occupation by the LESSEE and adequate access can be gained thereto. Should the LESSEE dispute the LESSOR'S decision in this regard, the matter shall be referred to an architect of not less than Five (5) years standing agreed by the parties, and failing such agreement, an architect appointed by the president for the time being of the Institute of Architects of South Africa, whose decision shall be binding on the parties. The costs of referring the matter to an architect in terms hereof shall be borne by the LESSEE. In the event of such a delay, the period of the AGREEMENT shall remain unaltered and the COMMENCEMENT date and TERMINATION date shall be extended accordingly.
- 3.3 Should the BUILDING be incomplete at the commencement of this AGREEMENT, the LESSEE acknowledges that it may suffer a certain amount of inconvenience from building operations and from noise and dust resulting therefrom as well as from the interruption in the supply of electricity, gas, air-conditioning or other amenities or the complete cessation of such amenities and that it will have no remedy by reason of any such inconvenience during the period of completion (whether or not occasioned by the negligence of the LESSOR and/or the DESIGNATED PERSON).
- 3.4 This AGREEMENT shall not be binding upon the LESSOR notwithstanding that it may have been signed by the LESSEE or that the LESSEE may have taken occupation of the PREMISES with the consent of the LESSOR or that the LESSOR has otherwise implemented or allowed any provision of this AGREEMENT to be implemented, until the LESSOR has appended its signature to this AGREEMENT.
- 3.5 The LESSOR may, without assigning a reason therefore, be entitled to refuse to sign this AGREEMENT:
- 3.5.1 Should the LESSEE already have taken possession of the PREMISES and the LESSOR decline to sign this AGREEMENT, the LESSEE shall be deemed to be on a monthly tenancy subject to one calendar month's written notice but subject in all other respects to the terms and conditions of this AGREEMENT.
- 3.5.2 Should the LESSEE not have taken possession of the PREMISES and the LESSOR declines to sign this AGREEMENT, neither party shall be bound in terms hereof.

- 3.5.3 The acceptance by the LESSOR and/or the DESIGNATED PERSON of any payment of whatsoever nature, including but without limiting the generality of the foregoing, rent or any deposit, or the giving of possession of the PREMISES to the LESSEE shall under no circumstances be considered as confirmation by the LESSOR of this AGREEMENT.
- 3.6 Should the LESSEE fail to take possession of the PREMISES within a period of 14 (FOURTEEN) days from the COMMENCEMENT DATE (subject to clauses 3.1, 3.2 and 3.3), then, in such event the LESSOR shall have the right and option (but shall not be obliged), to immediately cancel this AGREEMENT without further notice, whereupon this AGREEMENT shall terminate and be of no force and effect. Notwithstanding anything to the contrary herein contained should this lease be cancelled as a result of the LESSEE failing to take possession, the LESSEE shall have no further rights or claims of any nature against the LESSOR. The LESSEE shall forfeit any deposit paid and be liable for any loss of monthly rental or other damage sustained by the LESSOR.
- 3.7 The LESSEE hereby warrants that the PREMISES are under its effective control from the COMMENCEMENT DATE of this AGREEMENT and assumes full liability in respect of all claims arising out of the OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993 (as amended) and further indemnifies the LESSOR against any claim which may arise from action being instituted under the aforementioned Act.
- 3.8 Should the LESSEE not vacate the premises upon the TERMINATION DATE of this AGREEMENT as stipulated in clause 1.9 of Part A, the AGREEMENT shall be converted to a lease based on a monthly tenancy subject to one calendar month's written notice, but subject in all other respects to the terms and conditions of this AGREEMENT.

4 RENTAL PAYABLE

- 4.1 The rental set forth in part A, clause 1.12, and any other amount payable on a monthly (or annual) basis in terms of this AGREEMENT, together with the attributable VAT thereon, shall be paid monthly in advance on the 1st (FIRST) business day of each and every consecutive month (or year as stipulated in clause 1.12), without deduction or set-off to THE AGENT OR SANRAL at the address as specified in part A, clause 1.6.1, or at such other address as the LESSOR may from time to time in writing direct. Payment of rental and other charges shall be by means of ~~cash~~, electronic funds transfer or in such other reasonable form acceptable (and appended in writing) to the LESSOR.
- 4.2 The first month's rent and any other charges (clause 1.12), documentation, surety, and related fees (clause 1.15) together with the attributable VAT thereon and stamp duty payable in respect of this AGREEMENT, (clause 1.17) and the deposit referred to in clauses 1.14 and 8, shall be paid by the LESSEE on date of signature hereof or SEVEN (7) days before the OCCUPATION DATE (whichever date is the earlier).

- 4.3 The LESSEE shall be liable for all and any bank charges incurred by, or levied on, the LESSOR by the LESSOR'S bank or any other bank, financial institution or agency for service fees or any other fees incurred as a result of any form of payment being dishonoured by the LESSEE and/or its bankers and/or agents.

5 ELECTRICITY, WATER, GAS AND OTHER CHARGES PAYABLE BY THE LESSEE

- 5.1 The LESSEE shall be liable for and shall pay on receipt of statement, on/before the statement's due date for any charges (together with the VAT thereon) arising out of its use of electric current, water, gas, refuse and garbage disposal services, sewerage and effluent and other charges (including basic services charges), in respect of the PREMISES and:
- 5.1.1 the LESSEE'S liability for such charges shall be in accordance with sub-meters, which the LESSOR shall be entitled to install at any time at its discretion; or
- 5.1.2 should no meters be installed the LESSEE'S liability shall be calculated as the proportionate share (calculated in the ratio that the PREMISES bear to the PROPERTY) of the entire consumption cost of the PROPERTY.
- 5.2 The LESSOR shall not be obliged to provide any services to or in respect of the PREMISES or the PROPERTY save as expressly provided for in this AGREEMENT.
- 5.3 The LESSEE shall at the LESSEE'S own cost arrange with the local or other relevant authority for the supply of water and electricity if not expressly provided for in this AGREEMENT and for the disposal services in respect of sanitary waste, sewerage and garbage (if applicable). Use of boreholes and related processes will be for the LESSEE'S account if such use has been authorized in writing by the LESSOR who shall satisfy itself that all legislative and policy requirements have been complied with.
- 5.4 Should the LESSEE fail to pay the charges and/or VAT thereon for electricity supplied to its PREMISES within 7 (SEVEN) days of written demand then, without prejudice to any other rights it may have, the LESSOR shall be entitled to arrange for the termination of the supply of electricity to the LESSEE'S PREMISES and the LESSEE shall have no remedy, notwithstanding that the LESSOR and/or THE DESIGNATED PERSON may have acted negligently or failed to act.

6 ASSESSMENT RATES AND OTHER CHARGES

- 6.1 Throughout the period of this AGREEMENT, the LESSEE shall be liable for a proportionate share of all assessment rates and other municipal charges levied by a competent public and/or local authority on the PROPERTY. Such proportionate share shall:
- 6.1.1 be calculated at the same ratio that the area of the PREMISES bears to the total area of the PROPERTY of which the PREMISES form part;
- 6.1.2 to the extent that it is not included in clause 1.12.1.2.1 ~~or clause 1.12.2.2.1~~ of part A of this AGREEMENT, be recoverable by the LESSOR from the LESSEE separately with the attributable VAT thereon.
- 6.2 The LESSEE shall pay any amount due to the LESSOR in terms of this clause 6 within FOURTEEN (14) days from the date of notification by the LESSOR (whether in the form of a separate notice or statement of account) and shall pay such amount each consecutive month, thereafter.
- 6.3 Should there be any dispute as to the amount of the LESSEE'S liability in terms of this clause, the decision of the LESSOR'S auditors who shall act as experts and not as arbitrators shall be final and binding upon the parties. The cost of such consultation shall be borne by the LESSEE.
- 6.4 The LESSOR shall not be obliged to contest any valuation of the PREMISES and/or the PROPERTY imposed by any authority entitled to impose any of the charges or fees referred to in clause 6.1.

7 VALUE ADDED TAX

- 7.1 The LESSEE shall pay to the LESSOR VAT at the prescribed rate from time to time in terms of the relevant legislation on any amounts payable to the LESSOR in terms of this AGREEMENT, together with such amounts.

8 DEPOSIT

- 8.1 The LESSEE shall on signature of this AGREEMENT or SEVEN (7) days before the OCCUPATION DATE (whichever date is the earlier), pay the deposit stipulated in Part A, clause 1.14 hereof in cash or lodge a bank guarantee, in favour of the LESSOR, from an authorised financial institution and/or a bank acceptable to the LESSOR. Should it be acceptable to the LESSOR that the LESSEE lodge a

bank guarantee in lieu of a cash deposit, the LESSOR shall have the right to require the LESSEE to replace the bank guarantee requirement with a cash deposit at any time during the currency of this AGREEMENT or any renewal hereof with a cash deposit equal to the original bank guarantee value or such increased amount as described in clause 8.4 below. Should the LESSEE fail to pay any deposit (in terms of this clause 8), within SEVEN (7) days from date of signature of this AGREEMENT or SEVEN (7) days before the OCCUPATION DATE (whichever date is the earlier), then the LESSOR shall be entitled (but not obliged) to cancel this AGREEMENT and to claim damages (including but not limited to loss of revenue) suffered by the LESSOR as a result of such cancellation.

- 8.2 The LESSOR shall have the right of applying the whole or portion thereof towards payment of the rent, water, electric current, gas or other charges, key replacements, repairs, telephone accounts, renovations or any other liability of whatsoever nature for which the LESSEE is responsible including damages arising on cancellation of this AGREEMENT. Should any portion of the deposit be so applied, the LESSEE shall forthwith reinstate the deposit within SEVEN (7) days to its original amount or the amount contemplated in clause 8.4, whichever is the greater.
- 8.3 The deposit shall be retained by the LESSOR in an interest-bearing account until after the vacating of the PREMISES by the LESSEE and the complete discharge of all the LESSEE'S obligations to the LESSOR arising from the AGREEMENT. The full deposit without accrued interest will be refunded to the LESSEE provided all obligations have been met as stipulated in Part C, clause 30.6 and clause 31.4. The LESSEE shall not be entitled to set off against the deposit any rent or any other amount payable by it to the LESSOR.
- 8.4 The LESSOR shall review the deposit amount annually on the anniversary of the COMMENCEMENT DATE or from time to time giving consideration to the amount of rental and other amounts payable under the AGREEMENT by the LESSEE and will be entitled to increase it correspondingly. The LESSEE shall pay such increase within FOURTEEN (14) days of written notification (whether in the form of a separate notice or statement of account).
- 8.5 Personal guarantees or other security may be required from directors, members, trustees and beneficiaries comprising the LESSEE (Part A, clause 1.16 and Part C, clause 39), as the case may be. The LESSOR reserves the right to conduct confidential enquiries into the credit-worthiness of the LESSEE at any time, should the LESSEE fail to effect payment of any amounts due to the LESSOR in terms of the LEASE on due date, and where grounds exist (as determined by the LESSOR in its sole discretion) for the establishment of security in support of the LESSEE'S obligations under any LEASE, the LESSEE shall be obliged to procure that the relevant personal guarantees or other security acceptable to the LESSOR be furnished within 21 (TWENTY ONE) days of the same being requested by the LESSOR in writing in terms of this clause. Should the LESSEE fail to procure the necessary security the LESSOR shall be entitled to treat such failure as a breach of this AGREEMENT, entitling the LESSOR to cancel this AGREEMENT pursuant to the provisions of part B, clause 25.

9 INTEREST AND LEGAL CHARGES

- 9.1 Should the LESSEE fail to pay rent or any other amounts on the due date, the LESSOR shall charge the LESSEE and the LESSEE shall pay on demand interest on the outstanding amount, compounded monthly and calculated from due date at the prime lending rate plus 4% as levied by Amalgamated Banks of South Africa Limited ('ABSA') in respect of an overdrawn current account. This right to charge interest on overdue amounts shall not, in any way, detract from any other rights of the LESSOR in terms of this AGREEMENT. A certificate containing details of the applicable prime lending rates for any appropriate period, signed by a manager of any branch of ABSA BANK and submitted by the LESSOR during any legal proceedings, will be accepted as prima facie proof as to the correctness of the contents thereof.
- 9.2 The LESSEE shall be liable for any costs incurred by the LESSOR in enforcing any of its rights or the LESSEE'S obligations under this AGREEMENT on an attorney and own client scale (which shall include letter of demand charges, collection charges and tracing fees) whether such costs were incurred prior to the institution of any such action or application, during the course of any such action or application, in enforcing any judgment, in regard to any appeal against any judgment or otherwise.

10 APPROPRIATION OF PAYMENTS

- 10.1 The LESSOR shall be entitled in its sole and absolute discretion to appropriate any amount received from the LESSEE whether the LESSEE has allocated it or not) towards the payment of any cause or debt or amount owing by the LESSEE to the LESSOR arising out of this AGREEMENT.

11 EXCLUSION OF CLAIMS

- 11.1 The LESSEE shall have no remedy against the LESSOR, and/or THE DESIGNATED PERSON:
- 11.1.1 by reason of the PREMISES, the BUILDING or PROPERTY or any part thereof or any installation or APPURTENANCE being in a defective condition or in a state of disrepair or any particular repair not being effected by the LESSOR for which the LESSOR is liable in terms of this AGREEMENT or the LESSOR, and/or the DESIGNATED PERSON, causing damage to the PREMISES or the PROPERTY;
- 11.1.2 in respect of any damage caused to stock-in-trade, furniture, equipment, installations, books, papers or other articles, or any assets of any nature whatsoever kept in the PREMISES or in the BUILDING or on the PROPERTY by the LESSEE, its servants, invitees, agents, directors or

representatives or in relation to the LESSEE'S business or any consequential loss suffered by the LESSEE, its servants, invitees agents, directors, clients or representatives or loss of life and/or injury to persons caused to or sustained by or occurring in respect of the LESSEE, its servants, invitees, agents, directors, clients and/or representatives on, about or in the PREMISES, about or in the BUILDING and/or on the PROPERTY as a result of water seepage or leakage wherever and howsoever occurring or by rain, hail, lightning, fire, riot or civil commotion, or as a result of vis major or causus fortuitus or (without limitation by reference to the preceding categories) for any reason whatsoever and the LESSEE indemnifies the LESSOR and/or the DESIGNATED PERSON against any loss, damage or expense, including legal costs on an attorney and own client scale, which may be demanded from or sustained by one or more of such parties in respect of the foregoing;

- 11.1.3 for any interruption in the supply of water, electricity, heating, lifts or any other service howsoever caused and howsoever arising, including but without limiting the generality of the foregoing, any interruption due to any act or omission on the part of the LESSOR, and/or the DESIGNATED PERSON, if in such case the LESSOR considers it necessary to enable it to exercise its rights under the AGREEMENT.
- 11.1.4 for the receipt or non-receipt or the delivery or non-delivery of goods, postal matter or correspondence, equipment and stock nor shall they be liable for anything which the LESSEE, its servants, invitees, agents, directors, representatives, employees or clients may have deposited or left in the PREMISES or in any part of the BUILDING or the PROPERTY.
- 11.1.5 should the LESSOR change the name of the BUILDING and/or PREMISES at any time after written notice to the LESSEE as it considers appropriate in its sole discretion.
- 11.2 The LESSEE shall obtain and maintain for the duration of this AGREEMENT adequate public liability insurance as indicated in the tender document for such an amount as will provide indemnity in respect of all claims which may be made against the LESSEE arising out of its business on the leased PREMISES, commencing with the amount set out in part A, clause 1.16.
- 11.3 All the provisions of this clause 11 shall apply and be fully operative notwithstanding that any loss, damage, injury or loss of life hereinbefore referred to may occur, or be sustained in consequence of anything done and/or omitted by the LESSOR, and/or the DESIGNATED PERSONS, whether negligently or otherwise howsoever arising, and notwithstanding that the LESSOR may have been in breach of any of its obligations under this AGREEMENT.
- 11.4 For the purposes of any action against the LESSEE hereunder, for provisional sentence or otherwise, a certificate by any financial manager of the LESSOR or its AGENT as to the amount owing by the LESSEE and the fact that the debt has become due and payable shall be sufficient and satisfactory proof of the facts stated therein unless the contrary is proven.

- 11.5 The LESSEE indemnifies the LESSOR against any action, which may be instituted against the LESSOR by any worker, employee, contractor, visitor, trespasser and the community at large under the OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993 (as amended) for any act and/ or omissions by the LESSEE under the provisions of this AGREEMENT.

12 LESSOR'S/LESSEE'S DOMICILIUM

- 12.1 The parties choose as their *domicilia citandi et executandi* for all purposes under this AGREEMENT, whether in respect of legal processes, notices or other documents or communications of whatsoever nature, (including the exercise of any option), the addresses as recorded in Part A, clauses 1.6.1 and 1.6.2.
- 12.2 Any notice or communication required or permitted to be given in terms of this AGREEMENT, shall be valid and effective only if in writing, but it shall be sufficient to give notice by email provided the original successful transmission receipt is retained for submission as proof of sending.
- 12.3 Any party may by means of written notice to any other party change its *domicilium citandi et executandi* to another physical address or email address in the Republic of South Africa provided that the change shall become effective on the seventh (7th) business day after the effective communication of such notice to the other LESSEE OR LESSOR as the case may be.
- 12.4 Any notice to a party must be correctly addressed and: -
- 12.4.1 sent by prepaid registered post, to it at its *domicilium citandi et executandi*; shall be deemed to be received on the seventh (7th) business day following the date of posting thereof; or
- 12.4.2 delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* or address of employment shall be deemed to have been received on the day of delivery (unless the contrary is proved). Should any notice be given by email, it shall be deemed to be received on transmission, provided the original successful transmission receipt is retained for submission as proof of sending.
- 12.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

13 EXCLUSION OF WARRANTIES

- 13.1 The LESSOR does not warrant that the PREMISES are or will be suitable for any of the purposes for which the PREMISES may be used in terms hereof or in terms of the LESSEE'S requirements.
- 13.2 The LESSOR does not warrant that the LESSEE will be granted or provided with any licenses, consents, authorities, services or permits in respect of the PREMISES for the conduct of any business or any other type of use, or that such licenses, consents, authorities, services or permits will be renewed from time to time. The LESSEE shall be obliged to take all steps (including incurring costs if necessary) to obtain licenses or renewal of such licenses or permits from time to time.
- 13.3 The LESSEE hereby agrees that it has familiarized itself with the condition and/or locality of the PREMISES and the BUILDING and that the PREMISES are let voetstoots (as it stands). The LESSOR accepts no liability in respect of the condition of the PREMISES, save as provided for in the AGREEMENT.
- 13.4 This AGREEMENT is entered into on the strict understanding that other lessees may be competing in the same business as the LESSEE.
- 13.5 The LESSEE hereby accepts the measurements of the PREMISES detailed in part A, clause 1.4, and clauses 8-9 of the RFP as correct. In the event that a dispute arises regarding the measurement of the PREMISES, the decision of architects appointed by the LESSOR, who shall act as experts and not as arbitrators, shall be final and binding upon the parties. The party requesting the verification of the measurements will be fully responsible for payment of the architect's charges.

14 LESSOR'S COMPLIANCE WITH LAWS

- 14.1 Should the LESSOR, in order to comply with the laws, whether in force prior to or after the commencement of negotiations, be required to take any steps which will result in the LESSEE being deprived, either temporarily or permanently, of the beneficial use of any portion of the PREMISES, the LESSEE shall have no remedy against the LESSOR but shall be entitled to a proportionate remission in basic rental payable in terms of part B, for the relevant period.

15 LESSEE'S COMPLIANCE WITH LAWS AND CONDITIONS OF TITLE

- 15.1 The LESSEE shall comply with all laws, by-laws and regulations (including but not limited to the requirements of the Occupational Health and Safety Act 85 of 1993) relating to LESSEE or occupiers of the PREMISES and or BUILDING or affecting the conduct of any business carried out on the PREMISES and shall not contravene or permit contravention of any of the conditions of title under which the PROPERTY is held by the LESSOR or any of the provisions of the Town Planning Scheme applicable to the BUILDING, nor do or cause or permit to be done in or about the PREMISES and/or the BUILDING anything which may be or cause a nuisance or disturbance to occupiers of neighboring premises and/or buildings.
- 15.2 The LESSEE shall submit to the LESSOR, within a period of 30 days after signature of the AGREEMENT, written proof from the relevant Local Authority that the usage of the premises, as stipulated under Clause 1.5 of the AGREEMENT, comply with the provisions of the Town Planning Scheme and relevant laws and by-laws.
- 15.3 Should the LESSEE fail to submit proof of the approval from the Local Authority to the LESSOR within the prescribed period, the LESSEE agrees to the immediate termination of the AGREEMENT and further agrees to vacate the PROPERTY within seven (7) days of such notice from the LESSOR to the LESSEE.
- 15.4 The LESSEE shall further comply with the laws and/or legal obligations listed under Clause 30.4.22 and Clause 30.4.23.
- 15.5 The LESSEE shall be given an opportunity to comply with all the legislative requirements, which may include, at the discretion of the LESSOR, applications for licensing to trade, and/or in compliance with the SPLUMA processes.
- 15.6 If approved in writing, the LESSEE shall be allowed for a period not exceeding two (2) years to comply with these processes, and a rental applicable for leasing of premises will commence on the first day of the month following the date that all the necessary applications are available to trade.

16 SUB-LETTING

- 16.1 The LESSEE has been granted permission to sub-let the PROPERTY on condition that the sub-lease agreements with the sub-tenants are not in contravention of the terms and conditions of this

AGREEMENT. The subletting proposal is to be submitted to the LESSOR for approval in writing. The LESSEE will remain accountable to the LESSOR in terms of this Agreement.

- 16.2 The LESSEE must provide the LESSOR with a copy of any sub-lease agreements concluded. The Gross Revenue amount of the subtenants shall be submitted to the LESSOR on an annual basis in the form of audited annual financial statements. Failure to comply with this requirement, the LESSOR may exercise its rights in terms of this agreement including clause 25, below.

17 DEVELOPMENT PROPOSAL

- 17.1 The LESSEE can choose to submit a development proposal within twelve (12) months from the DATE OF AWARD OF TENDER. The LESSOR can, in its sole and absolute discretion, elect to extend the above-mentioned period by a further six (6) months.
- 17.2 Further to the above, in the event that the LESSEE chooses not to exercise the option to develop the undeveloped portion, as referred to in the tender document, or where no agreement on the development proposal can be reached between the LESSEE and LESSOR, the undeveloped portion shall remain part of the lease, and the LESSEE shall continue to use and occupy the undeveloped portion subject to the LESSOR having a right to exclude the undeveloped portion from the lease by giving the LESSEE two (2) months written notice.
- 17.3 The LESSEE agrees to give the LESSOR, authorized third parties and/or the developer access to the undeveloped portion of land.
- 17.4 In the event the LESSEE exercises its option to submit a proposal for the development of the undeveloped portion, the costs relating to such proposal will be for the LESSEE.
- 17.5 Should the LESSEE elect to submit the development proposal, and the development proposal is accepted by the LESSOR, then the terms of the development proposal, profit sharing and compensation to the LESSOR will then be negotiated separately with the LESSEE.

18 LIABILITY OF PARTNERS/JOINT LESSEES

- 18.1 Should the LESSEE be a partnership (between legal persons) then by their signature hereto, the individual partners of the LESSEE bind themselves, both as a partnership and jointly and severally as companies or close corporations, for all the LESSEE'S obligations to the LESSOR under or arising out of this AGREEMENT, including but without limiting the generality of the foregoing, the

payment of any compensation or damages which may be payable by the LESSEE as a result of the cancellation or termination of this AGREEMENT. Similarly, joint LESSEES shall be jointly and severally liable for all their obligations as LESSEES under or arising out of this AGREEMENT.

- 18.2 Should a party enter into this AGREEMENT as agent or trustee of or for the benefit of a company or close corporation or trust not yet formed which is to be the LESSEE, whether the party be described as trustee or as agent for the said company or close corporation or trust or not, then: -
- 18.2.1 should satisfactory proof not be submitted to the LESSOR within 30 (THIRTY) days of the date of first signature of this AGREEMENT that the company or close corporation or trust has been formed and has effectively ratified or adopted this AGREEMENT, or lawfully accepted the AGREEMENT as binding on it, the party concerned shall be liable hereunder as LESSEE;
- 18.2.2 until the company or close corporation or trust has become the LESSEE hereunder the party concerned shall be liable for all the obligations imposed on the LESSEE hereunder; and
- 18.2.3 provided that the LESSEE shall have complied with the requirements of clauses 18.2.1 and 18.2.2, above, and a properly constituted company or close corporation or trust shall have become regarded as the LESSEE, the agent or trustee who shall have signed this AGREEMENT shall be bound in accordance with clause 38 of this AGREEMENT, provided that the agent or trustee shall have signed as surety in the appropriate place provided on the signature page of this AGREEMENT.

19 JURISDICTION OF MAGISTRATE'S COURT

- 19.1 The parties' consent that any action or application concerning or arising out of this AGREEMENT, or breach of this AGREEMENT, or any bank guarantee for the obligation of the LESSEE hereunder may be brought in any Magistrate's Court having jurisdiction in respect of the LESSEE, as the case may be, notwithstanding that the amount in issue may exceed the jurisdiction of such court.

20 LESSOR'S REGULATIONS

- 20.1 The LESSEE agrees to comply with the LESSOR'S security, nature conservation, and fire protection regulations, which may exist on the PROPERTY, PREMISES and in the building from time to time and shall be liable for compliance therewith by its servants, directors, members, employees, agents, invitees, customers and/or representatives.

21 LESSOR'S MAINTENANCE

- 21.1 The LESSOR may take all such steps, as it may consider necessary in its sole and absolute discretion for the maintenance and operation of the COMMON AREA, BUILDING and PROPERTY.

22 LESSOR'S RIGHT OF ENTRY

- 22.1 The LESSOR and/or the DESIGNATED PERSON shall be entitled to enter the PREMISES at all reasonable times for the purpose of inspecting the PREMISES and for carrying out any repairs, any alterations or additions or modification or improvements on or to the BUILDING or to the PREMISES or the PROPERTY or other work in respect of the PREMISES. The LESSOR and/or the DESIGNATED PERSON will be entitled to erect scaffolding, boarding and building equipment in, at, near or in front of the PREMISES as well as such devices required by law or which the architects may certify is necessary to carry out the work in question.
- 22.2 Should the exercise by the LESSOR of its rights hereunder result in interference with the LESSEE, however unreasonably, it and/or the DESIGNATED PERSON shall nonetheless be entitled to exercise such rights.
- 22.3 The LESSEE shall have no remedy in connection with the exercise by the LESSOR and/or the DESIGNATED PERSON of any of the aforesaid rights.

23 DAMAGE TO OR DESTRUCTION OF PREMISES

- 23.1 The LESSOR may but shall not be obliged to cancel this AGREEMENT should: -
- 23.1.1 the PREMISES be destroyed or damaged to such an extent as to be substantially unlettable; or
- 23.1.2 there be damage to the BUILDING that although clause 23.1.1 does not apply, the PREMISES have been rendered substantially unlettable because of absence of access or supply of any necessary service or amenity; or
- 23.1.3 there be destruction or damage to the BUILDING or parts thereof, whether or not the PREMISES are involved and the LESSOR determines to put an end to the tenancies in the BUILDING in order to engage in reconstruction, renovation or rebuilding.

23.2 The cancellation under clause 23.1 shall be by written notice given by the LESSOR within 60 (SIXTY) days of the occurrence of the event referred to in clause 23.1 giving rise to the cancellation, provided that in the case of notice given in terms of clause 23.1.1 or 23.1.2 such notice shall be deemed to be effective as from the date on which the damage or destruction as the case may be occurred, and in the case of notice given in terms of 23.1.3 such notice shall be deemed to be effective on the expiration of a period of 30 (THIRTY) days of the giving of such notice. Any such cancellation shall be without prejudice to any rights or claims, which the LESSOR may have against the LESSEE whether in terms hereof or otherwise.

23.3 Should: -

23.3.1 there be damage to the PROPERTY or the PREMISES so as to affect the enjoyment of the PREMISES, but not to such extent as to entitle the LESSOR to cancel 23.1; or

23.3.2 the LESSOR not exercise its right to cancel in terms of clause 23.1 when entitled to do so, then the LESSEE shall be entitled to a remission of rent for the period during which and to the extent to which it is deprived of beneficial occupation and enjoyment of the PREMISES, provided that such damage was not occasioned by any act or omission by the LESSEE, its directors, customers, agents, representatives, employees or its invitees.

23.4 Should there be any dispute as to: -

23.4.1 whether the PREMISES have been rendered substantially unlettable; or

23.4.2 the amount of the remission of rental and/or the extent to which the LESSEE is deprived of beneficial occupation and enjoyment of the leased PREMISES, the decision of architects appointed by the LESSOR, who will act as experts and not as arbitrators, shall be final and binding upon the parties. The LESSEE accepts full liability for the charges incurred to appoint architects.

23.5 Under no circumstances shall the LESSEE have any claim against the LESSOR and/or the DESIGNATED PERSON arising out of the damage to or destruction of the BUILDING and/or PREMISES or any part thereof or the resultant loss of beneficial occupation of the LEASED PREMISES and the provisions of clause 11 shall apply in such event, *mutatis mutandis*.

24 DISPLAY NOTICES

24.1 The LESSOR may affix to or exhibit anywhere on the windows of or on the PROPERTY or PREMISES a "TO LET" notice or notices during a period of 3 (THREE) months immediately preceding the termination or expiry of this AGREEMENT and during that period the LESSEE shall permit incoming occupiers of the PREMISES to exhibit on the windows or on the PROPERTY or the PREMISES any

notices that may be required in connection with any application for any licence to carry on business in the PREMISES.

- 24.2 The LESSEE shall at all reasonable times during the period of this AGREEMENT permit any prospective LESSEES or purchasers of the PROPERTY, or of the share capital of the LESSOR, to view the interior of the PREMISES.

25 REMEDIES FOR BREACH AND CANCELLATION

Should the LESSEE: -

- 25.1 default in the punctual payment of any monies as it falls due in terms of this AGREEMENT, or any other agreement that the LESSEE have with the LESSOR or any of its associates, holding or subsidiary, or further subsidiary companies; or
- 25.2 fail to comply with any of the terms and conditions of, or its obligations under such agreement; or
- 25.3 commit any act of insolvency, or being a natural person signs, surrenders, or attempts to sign or surrender his estate; or
- 25.4 allow a default judgment to remain unsatisfied for a period of seven (7) business days or the LESSEE refused rescission within 14 (FOURTEEN) days of any default judgment; or
- 25.5 be sequestrated or placed under judicial management or wound up, whether provisionally or finally; or
- 25.6 abandon the PREMISES; or
- 25.7 so consistently breach the terms of this AGREEMENT (whether by non-payment or rent or any other amount due to the LESSOR on due date or by non-compliance with its terms) so as to justify the LESSOR in holding that the LESSEE'S conduct is inconsistent with an intention or an ability to comply with such terms; or
- 25.8 compromise with any of its creditors or endeavours or attempts to do so; or

- 25.9 make any incorrect or untrue statement or representation in connection with this AGREEMENT or the LESSEE'S financial affairs or any particulars relevant thereto; or
- 25.10 breach any warranty given in terms of this AGREEMENT; or
- 25.11 prejudice the LESSOR'S rights under this AGREEMENT;
- 25.12 then and in any one or more of the events described in paragraphs 25.1 to 25.11 above, and after having received written notification to remedy such breach within 7 (seven) business days, provided that no such notice shall be necessary in the case of a second or subsequent breach of the same term, the LESSOR shall have the right, but not be obliged to either:
- 25.12.1 immediately terminate this AGREEMENT without further notice and/or
- 25.12.2 take possession of the PREMISES, retain all amounts already paid by the LESSEE and claim all amounts, which are in arrears at date of termination.
- 25.13 Any surety in terms of any suretyship granted in favour of the LESSOR with respect to any of the LESSEE'S obligations under this AGREEMENT:
- 25.13.1 being an individual or trust, die or be sequestrated whether provisionally or finally or cease to reside permanently in the Republic of South Africa or, in the case of a company or any other corporate entity, be wound up or placed under judicial management, (in either case whether provisionally or otherwise);
- 25.13.2 should the LESSEE fail to furnish the LESSOR with a replacement Suretyship to the satisfaction of the LESSOR within 21 (twenty-one) days after written notice by the LESSOR calling the LESSEE to furnish said replacement Suretyship, the LESSOR will be entitled to act in terms of clause 25.12 above.
- 25.14 Should the LESSEE vacate the PREMISES or abscond from the PREMISES prior to the expiry of the TERMINATION DATE as recorded in part A, clause 1.9, the LESSEE hereby irrevocably appoints and permits the LESSOR or its DESIGNATED PERSON/S to: -
- 25.14.1 remove from the premises any goods situated therein and to store the goods so removed from the premises at the cost and risk of the LESSEE;

25.14.2 effect the sale of any such goods and to cede to the Lessor the proceeds of any such sale towards payment of the Lessee's indebtedness. The exercise of this right by the Lessor shall be without prejudice to its claim for arrears of rent and other amounts owing hereunder or for damages, which it may have suffered by reason of the Lessee's breach of contract or due to the premature cancellation.

25.15 In the event where the LESSEE disputes any amount due in terms of this AGREEMENT, a certificate containing details of the amount payable by the LESSEE for an appropriate period, signed by any financial manager of the LESSOR or THE AGENT and submitted by the LESSOR during any legal proceedings, will be accepted as *prima facie* proof of the amount due by the LESSEE to the LESSOR.

25.16 The LESSOR reserves the right to access information contained by any appropriate credit bureau to conduct confidential enquiries into the credit-worthiness of the LESSEE at any time for the duration of this lease. Should the LESSEE fail to effect payment of any amounts due to the LESSOR in terms of a lease on due date, and where grounds exist (as determined by the LESSOR in its sole discretion), the LESSOR reserves the right to register details of such default with the appropriate credit bureau, which default details shall only be removed at the LESSOR'S sole discretion.

26 HOLDING OVER

26.1 While for any reason or on any grounds the LESSEE occupies the PREMISES and the LESSOR disputes its right to do so, then until the dispute is resolved whether by settlement or litigation, the LESSEE shall (notwithstanding that, without prejudice to its rights, the LESSOR may contend that this AGREEMENT is of no force) continue to pay an amount equivalent to the total rent provided for in this AGREEMENT monthly in advance on the first day of each month or annually as the case may be (part A, clause 1.12), and the LESSOR shall be entitled, notwithstanding that the LESSEE may categorise any such payment as rental, to accept and recover such payments, and such payments and the acceptance thereof shall be without prejudice to and shall not in any way whatsoever affect the LESSOR'S claim then in dispute. Should the dispute be adjudicated in favour of the LESSOR, the payments made and received in terms of this AGREEMENT shall be deemed to be amounts paid by the LESSEE on account of damages suffered by the LESSOR by reason of the unlawful occupation or holding over by the LESSEE.

27 WAIVER OF RIGHT OF RECTIFICATION

27.1 The LESSOR and LESSEE hereby waive any right of rectification in regard to this AGREEMENT.

28 SEVERABILITY

28.1 Each of the provisions of this AGREEMENT shall be considered as separate terms and conditions and in the event that this AGREEMENT is effected by any legislation or any amendment thereto, or if the provisions herein contained are by virtue of that legislation or otherwise, held to be illegal, invalid, prohibited or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality, invalidity, prohibition or unenforceability and each of the remaining

provisions hereof shall remain in full force and effect as if the illegal, invalid, prohibited or unenforceable provision was not a part hereof.

29 SALE OF PROPERTY

- 29.1 The LESSEE agrees that the LESSOR shall be entitled to dispose of the PROPERTY during this AGREEMENT. Except for the provisions as contained in Clause 29 of this AGREEMENT, the sale by the LESSOR of the PROPERTY during this AGREEMENT shall not affect the terms of the AGREEMENT in any way whatsoever nor entitle the LESSEE neither to resile from the AGREEMENT nor to claim damages as a result thereof. To the extent necessary, the LESSEE irrevocably and in rem suam appoints the LESSOR as its attorney and agent to sign any documentation necessary to record the assignment, by operation of law, of the AGREEMENT from the LESSOR to the purchaser of the PROPERTY.

PART C**LESSEE'S OBLIGATIONS****30 SUSPENSIVE AND RESOLUTIVE CONDITIONS**

30.1 This AGREEMENT is subject to the fulfilment of the following suspensive conditions:

30.1.1 namely that all necessary licences enabling the LESSEE to trade are in place prior to the commencement of the Lease and the LESSEE taking occupation of the leased PREMISES.

30.2 In the event that the LESSEE is unable to obtain the necessary licences to trade within the abovementioned Two (2) years, for reasons outside of its control: -

30.2.1 The LESSEE may request a further extension to obtain the licences.

30.2.2 In requesting a further extension, the LESSEE shall submit to the LESSOR sufficient evidence from the relevant authorised department or any other organisation confirming the reason of the delay.

30.2.3 The LESSOR has the discretion to afford or refuse further extension, which shall be no more than 6 (six) months for the LESSEE to obtain the licences.

30.3 In the event that the suspensive condition is not fulfilled then this AGREEMENT shall be of no further force or effect, save for this clause 30, and neither party shall have any claim against the other.

30.4 The LESSEE acknowledges, and enters into this AGREEMENT on the specific condition that the LESSOR shall be permitted to enforce its rights under this clause 30, that the PROPERTY is within the South African National Road Agency SOC Limited portfolio and that the LESSOR may require the beneficial use of the PROPERTY for-

- a. any component related to the construction, maintenance or operation of a National road at any time
- b. any valid Land Claim by the Land Claims Commissioner
- c. any requirements of the Department of Land Affairs in order to achieve the goals of the Government in respect of land reform in South Africa during the currency of this AGREEMENT.

30.5 Should the LESSOR be required to terminate this AGREEMENT in order to permit the use of the PREMISES as contemplated in clause 30.4 above, the LESSOR shall be required to give 3 (three) month's written notice to the LESSEE of the required premature termination of this AGREEMENT.

30.6 In the event that the LESSOR acts in accordance with clause 30.4, above, the LESSEE shall.

- 30.6.1 vacate the PREMISES on the premature termination date required by the LESSOR;
- 30.6.2 have no remedy against the LESSOR as a result of such premature termination or its relocation arising from such premature termination.
- 30.7 The LESSEE, by its signature to this AGREEMENT, acknowledges that this AGREEMENT was entered into on the basis that the AGREEMENT may terminate prematurely, as contemplated in this clause 30 and that it would have no remedy in the event of such premature termination.

31 LESSEE'S GENERAL OBLIGATIONS

- 31.1 The LESSOR and the LESSEE shall jointly, before the LESSEE takes occupation of the PREMISES, inspect the PREMISES. The LESSEE shall, during this inspection, record the condition of the PREMISES and APPURTENANCES (including details of any structural defects or missing APPURTENANCES), on the Inspection Form attached to the AGREEMENT, marked Annexure "C." The Inspection Form will be completed once the Suspensive Condition under clause 30.1 has been fulfilled. In the absence of such notice the LESSEE shall be deemed to have accepted the PREMISES and APPURTENANCES as being complete and without defect and in good order and repair.
 - 31.1.1 Should the LESSEE take occupation of the PREMISES after inspection as mentioned in clause 31.1, the LESSEE accepts the PREMISES with full knowledge of any structural defects and shall have no further claims against the LESSOR, of any nature whatsoever, including claims for any loss, damage, injury or loss of life that may occur. The LESSOR will only consider the repair of items which have been listed in the entry inspection report, requiring the attention of the LESSOR.
- 31.2 At all times during the currency of this AGREEMENT, the LESSEE shall care for and maintain in good order and repair the interior of the PREMISES, as well as the electrical, gas, drainage and sanitary works, the thermostats and air-conditioning appliances and the APPURTENANCES therein. The LESSEE shall at the termination or expiry of the AGREEMENT for whatever reason, return and redeliver the PREMISES to the LESSOR in good order and repair. It shall make good and repair at its own cost, on demand any damage or breakages or, in the alternative, reimburse the LESSOR for the cost of replacing, repairing or making good any broken, damaged or missing articles howsoever caused and howsoever arising, subject to part B, clause 11.1.2 of this AGREEMENT. If the APPURTENANCES and/or electrical, gas, drainage and sanitary works, stoves, thermostats, geysers and air-conditioning appliances are or become defective (for any reason excluding by reason of fair wear and tear), the LESSEE shall be obliged to replace them at the LESSEE'S expense. Without detracting from the generality of the foregoing, the LESSEE shall repair any damage caused to the PREMISES, which may be occasioned, by any cause, including forcible entry.
- 31.3 At all times during the currency of this AGREEMENT, the LESSEE shall care for and maintain in good order and repair the interior and exterior of the buildings on the PREMISES, including to paint the buildings on the PREMISES at least once during the lease term. The LESSEE shall submit a maintenance plan annually.
- 31.4 On termination of this AGREEMENT, howsoever and whenever it terminates, return the PREMISES and APPURTENANCES in good order, condition and repair, fair wear and tear excepted, provided that the LESSOR shall not be obliged to compensate the LESSEE for any expenditure incurred by

the LESSEE in complying with the LESSEE'S obligations of maintenance, repair and replacement under this AGREEMENT.

31.5 The LESSEE shall (where applicable): -

- 31.5.1 keep all sewerage pipes, water taps and drains within or serving the PREMISES free from obstruction or blockage and remove at his/her own costs any obstruction or blockage and where necessary repair the sewer, pipe or drain concerned;
- 31.5.2 at all times keep the interior and the exterior of the PREMISES (including but not limited to the garden and grounds) in a clean, tidy and sanitary condition;
- 31.5.3 arrange for sufficient receptacles for the disposal of refuse and garbage and undertakes to use such receptacles exclusively for the disposal of refuse and not to deposit any refuse in or on any part of the PREMISES or on the PROPERTY;
- 31.5.4 not be entitled to paint, affix or attach to the BUILDING or anywhere on the PREMISES any advertising signs, notices or other matter without the prior written consent of the LESSOR;
- 31.5.5 not deface, mark, paint or drive into the walls or partitions or doors or ceilings or floors of the PREMISES any screws or nails or hooks in such manner as may be calculated to damage the PREMISES;
- 31.5.6 not change or interfere with or overload the electrical installation in the PREMISES;
- 31.5.7 pay for the replacement of all fluorescent tubes, starters, ballasts and incandescent bulbs used in the PREMISES;
- 31.5.8 not install in the PREMISES air-conditioning or ventilating units or equipment without the LESSOR'S prior written consent;
- 31.5.9 inspect all accessible timbers on the PROPERTY for infestation by wood-destroying beetles and/or termites or fungi, and notify the LESSOR of any suspected infestation;
- 31.5.10 keep the interior of the PREMISES free from rodents and cockroaches;
- 31.5.11 not permit any of its employees to reside in the PREMISES or BUILDING or on the PROPERTY without the prior written consent of the LESSOR;
- 31.5.12 not place any unusually heavy articles in the PREMISES without the LESSOR'S prior written consent and shall make good any damage which may be caused to the PREMISES or the PROPERTY by moving or placing therein or removal therefrom of such articles;
- 31.5.13 not attach carpets by adhesive, nailing or other methods, not cut cupboards or other doors to accommodate such carpets;
- 31.5.14 clean the carpets and the floor area regularly, it being agreed that the same shall be replaced entirely at the LESSEE'S cost, should it be damaged beyond fair wear and tear;

- 31.5.15 comply with the reasonable rules and regulations applicable to the PROPERTY as determined by the LESSOR from time to time at the LESSOR'S sole discretion.
- 31.5.16 not obscure any plate glass windows or normal glass windows by painting or otherwise without the express written consent of the LESSOR;
- 31.5.17 not permit the storage of motor vehicles and bicycles, packing cases or goods of any description whatsoever on the pavement of the PROPERTY or in the entrance hall, staircases or passages of the BUILDING or in the yard of any portion of the PROPERTY;
- 31.5.18 not pack and/or unpack goods except within the PREMISES;
- 31.5.19 ensure that all directors, employees, servants, agents, invitees or customers of the LESSEE do not cause annoyance within the BUILDING and/or on the PROPERTY or behave in a drunken, disorderly or immoral manner;
- 31.5.20 not operate or permit to be operated any coin or token operated vending machines or similar devices for the sale of any goods, merchandise, beverages, sweets, cigarettes, other commodities or services, scales, pay lockers, amusement devices and/or machines, without the express written consent of the LESSOR which consent shall not be unreasonably withheld.
- 31.5.21 not infringe any law, servitude, licence or permit relating to the use of water
- 31.5.22 ensure that it does not contravene the National Heritage Resources Act number 25 of 1999, should the PREMISES and/or PROPERTY fall within the items protected by that act. Without limitation, the restriction placed on the LESSEE in terms of this clause 31.5.22 shall mean that the LESSEE may not structurally alter, re-develop or refurbish the whole or any portion of the PREMISES until it shall have obtained the prior written consent of that LESSOR and confirmation from the LESSOR that the LESSOR has complied with the requirements of the act referred to in this clause 31.5.22;
- 31.5.23 ensure that it does not contravene the National Environmental Management Act number 107 of 1998 (as amended), and any other applicable environmental legislation, and that it at all times enforces control of its directors, members, officers, employees, agents, servants, contractors, customers and invitees in the protection of the items mentioned in this act. The LESSEE indemnifies the LESSOR and undertakes to keep the LESSOR indemnified against all actions, claims, losses or damages suffered by or caused to any person or property which may arise out of or as a result of the use of the PROPERTY by the LESSEE in contravention of applicable legislation.
- 31.5.24 Any infringement of applicable legislation or penalties incurred as a result thereof, shall be to the account of the LESSEE.
- 31.5.25 permit, at such reasonable times, the LESSOR to perform such acts as may be required from time to time by the Land Survey Act, number 8 of 1997.
- 31.6 The LESSEE warrants that: -
- 31.6.1 there are no special notarial bonds registered over its movable goods situated upon the PREMISES;

- 31.6.2 the LESSEE shall notify the LESSOR in writing of any movable assets belonging to any third party that it brings onto the PREMISES to be utilised at the PREMISES for the duration of this AGREEMENT (giving full details of ownership of the goods and nature of such goods); and
- 31.6.3 all goods located on the PREMISES will throughout the period of the AGREEMENT be beneficially owned by the LESSEE, and will not be subject to any special notarial bond registered in terms of the Security by Means of Movable Property Act, 1993 and have not been during the period of the AGREEMENT be purchased in terms of an instalment sale contract as contemplated in the Credit Agreements Act, 1980.
- 31.7 At the expiration of the AGREEMENT, the LESSOR and the LESSEE shall arrange a joint inspection of the PREMISES and APPURTENANCES, to take place within a period of 3 (THREE) days prior to the expiration date with a view to ascertain if there were any damages caused to the PREMISES or APPURTENANCES before the LESSEE vacates the PREMISES.
- 31.7.1 The initial Inspection Form attached to the AGREEMENT, marked Annexure "C", part 2 shall be utilised for this purpose and any damages or lost items so recorded shall be repaired or replaced by the LESSEE before the LESSEE vacates the PREMISES.
- 31.7.2 Should the LESSEE fail to repair such damages to the PREMISES or APPURTENANCES or fail to replace any missing articles, the LESSOR may apply the LESSEE'S deposit and interest towards the payment of all amounts for which the LESSEE is liable under this AGREEMENT.
- 31.7.3 Should the LESSEE fail to respond to the LESSOR'S request for an inspection, the LESSOR shall, on expiration of the AGREEMENT, inspect the PREMISES within 7 (SEVEN) days from such expiration in order to assess any damages or loss which occurred during the LESSEE'S tenancy and may under these circumstances, without detracting from any other right or remedy of the LESSOR, deduct from the LESSEE'S deposit and interest the reasonable cost of repairing damage to the PREMISES and/or APPURTENANCES and replacing lost items.

32 LESSEE'S EMPLOYEES

- 32.1 It is hereby recorded that the LESSEE shall not allow any of its employees and/or their relatives to live on the PREMISES.
- 32.2 The LESSEE shall be held liable for all persons entering onto the PREMISES and such persons shall be considered to be under the control of the LESSEE.
- 32.3 The LESSEE shall inform the LESSOR immediately of any squatting or unauthorised persons living on the PREMISES.
- 32.4 On the termination of this AGREEMENT the LESSEE shall ensure that all employees and/or their relatives (if any) vacate the PREMISES. In the event where such employees refuse to vacate the PREMISES, and the LESSOR has to obtain a Court Order to enable it to evict such employees, the LESSEE shall be liable for all and any costs in this respect, including but not limited to, legal costs and costs for relocating such employees.

- 32.5 The LESSEE undertakes to ensure that it shall have lawfully terminated any employment agreements in respect of its employees at the termination of this AGREEMENT. The LESSEE indemnifies the LESSOR against any claim of whatsoever nature that may arise from the occupation of any of its employees.

33 RESPONSIBILITY FOR ELECTRICAL INSTALLATIONS AND WARRANTY

- 33.1 The LESSEE agrees that it shall be responsible (where installed) for: -

- 33.1.1 the safety, safe use and maintenance of the electrical installations on the PREMISES;
- 33.1.2 the safety of the conductors connecting the electrical installations to the point of supply;
- 33.1.3 procuring at its own cost the issue of a valid certificate of compliance in respect of the electrical installations on the PREMISES, as contemplated in **Government Notice R2920 of 23 October 1992**, after any alterations to the electrical installations on the PREMISES have been effected.
- 33.2 The LESSEE, to the extent that it fails to comply with the foregoing obligations and as a result the LESSOR incurs any liability, indemnifies the LESSOR against all claims, damages or losses of any nature whatsoever which the LESSOR may sustain as a result thereof.

34 PESTS

- 34.1 The LESSEE shall within 7 (SEVEN) days after date of occupation, inspect all accessible timbers on the PREMISES for infestation by wood-destroying beetles and/or termites, for fungi and notify the LESSOR in writing of any suspected infestation.
- 34.2 Upon receipt of notification of a suspected infestation of pests as described above, the LESSOR will carry out an inspection on the following basis: -
- 34.2.1 the inspection is to be carried out at the sole discretion and cost of the LESSOR, either by an inspector duly registered with the South African Pest Control Association, or a qualified entomologist; and
- 34.2.2 the inspector or entomologist must issue a written report (with the remedial recommendations, if any) to the LESSOR. Where infestation is found the recommendations contained in the report will be implemented, at the discretion and cost of the LESSOR; and
- 34.2.3 upon receipt of the certificate of clearance issued by the said inspector or entomologist that there is no infestation or that the infestation has been dealt with in terms of clause 34.2.2, then the LESSEE will have no further claims against the LESSOR in relation to such infestation.
- 34.3 following the issuing of the certificate of clearance contemplated in this clause 34, the LESSEE shall ensure that it performs or causes no action which might lead to a recurrence of the infestation and assumes liability for the removal of such infestation, should such infestation re-occur as a result of the LESSEE'S negligence. The onus of proving that a recurrence of the infestation

(following the issuance of a certificate of clearance contemplated in this clause 34) is not due to an action by the LESSEE, shall rest upon the LESSEE

34.4 The LESSEE shall, at its cost, keep the land free from any rodent and other pest infestations

35 FIRE HAZARDS

35.1 The LESSEE shall not at any time bring or allow to be brought or kept on the PREMISES, nor do nor permit to be done in the PREMISES, any matter or object or take part in any activity whereby the fire or any other insurance policy of the BUILDING may be liable to become void, or voidable, or whereby the premium for any such insurance may be increased. If the premiums for such insurance are increased as the result of any act or omission contemplated above, whether with the LESSOR'S written consent or not, the LESSOR, without prejudice to any of its rights hereunder, may recover from the LESSEE the amount due in respect of any additional premiums and the LESSEE shall pay such amount immediately on notification from the LESSOR and/or the insurance company to the effect that such additional premiums have been charged.

36 ALTERATIONS AND ADDITIONS

36.1 The LESSEE shall not make any additions to the PREMISES without the LESSOR'S prior written consent, subject thereto that the LESSEE accepts full responsibility to comply with the provisions of the SANRAL Act, including but not limited to Section 48 of the aforementioned Act and any applicable municipal legislation and bylaws.

36.2 Should the LESSEE, whether prior to the COMMENCEMENT DATE or at any stage during the currency of this AGREEMENT, request the LESSOR in writing to consent to any structural or non-structural alterations or additions to the leased PREMISES ("THE WORK"), then any approval, which the LESSOR in its discretion may grant shall, unless expressly varied by the LESSOR in writing, be subject to the following terms: -

36.2.1 detailed shopfitting drawings must be submitted to the LESSOR which shall include details of all APPURTENANCES, wall and floor finishes, plumbing and electrical work, internal partitions, materials to be used, details of colouring schemes, etc; and

36.2.2 A drawing giving details of the proposed bulkhead signage must be submitted to the LESSOR for approval including details of letter size & depth, material to be used, method of manufacture and details of illumination.

36.3 Should it be a condition of any competent authority in respect of the grant or renewal of any licences required by the LESSEE to carry on the business for which the PREMISES are hired, that the PREMISES shall be altered or renovated, the LESSOR shall not be obliged, but the LESSEE shall be obliged at its own expense to carry out such alterations or renovations provided that the LESSOR'S prior written consent, which shall not be unreasonably withheld, is obtained and that

the work is carried out by a contractor nominated by the LESSOR and under the supervision of an architect nominated by the LESSOR whose fees shall be paid by the LESSEE. The LESSEE shall submit full details such as architect sketch plans, layouts, perspective details, colour schemes and specifications to the LESSOR for written approval before any such alterations or improvements are made.

- 36.4 Should any alterations or improvements be made by the LESSEE, the LESSEE shall, before the expiry or termination of this AGREEMENT (unless otherwise agreed in writing by the LESSOR, in which case any alterations and/or improvements shall become the LESSOR'S property without any compensation being payable to the LESSEE in respect thereof), remove such alterations and/or improvements and reinstate the PREMISES to the condition which it was in before the improvements and/or alterations were effected. The LESSEE hereby appoints the LESSOR as its agent and attorney irrevocably and in rem suam with power of substitution, to effect any such removal of the alterations and/or additions and the reinstatement of the PREMISES as contemplated in this clause, at the cost of the LESSEE, on behalf of the LESSEE.
- 36.5 Should the LESSOR agree to provide additional power to satisfy the LESSEE'S requirements, the LESSEE shall bear all costs of installation and supply, associated fees (including consultancy fees) and charges, as well as the charges for use thereof.
- 36.6 In the event of any dispute arising as to whether any alteration or addition is structural, non-structural or merely a fixture or fitting, a certificate of any architect appointed by the LESSOR, who will act as expert and not arbitrator, shall be final and binding upon the parties. The architect's costs will be borne by the LESSEE.

37 RULES

- 37.1 The LESSEE shall at all material times comply with such reasonable rules and regulations as are laid down in writing by or on behalf of the LESSOR for observance by the LESSEE and other occupiers of the PROPERTY, PREMISES, BUILDING AND COMMON AREA and their invitees, including rules and regulations in connection with:
- 37.1.1 the security of the PROPERTY and the protection of persons and property thereon, including in particular any rules for the control and identification of persons and vehicles entering the PROPERTY or any parts thereof
- 37.1.2 the driving and parking of vehicles on or around the PROPERTY.
- 37.1.3 the utilisation of amenities and facilities on the PROPERTY; and
- 37.1.4 the air-conditioning plant, if any, servicing the BUILDING.
- 37.2 Clause 37.1 shall not be construed as implying that the LESSOR assumes any liability which it would not otherwise have had in connection with the subject matter of any such rule or regulation.

38 SURETY

- 38.1 The surety hereby binds himself/herself jointly and severally as surety for and co-principal debtor in solidum with the LESSEE as defined in this AGREEMENT or any extension, amendment or renewal hereof, to the LESSOR and/or its successors in title for the due fulfilment and performance by the LESSEE of all its obligations to the LESSOR arising out of or pursuant to this AGREEMENT, including any renewal thereof. The surety hereby renounces the benefits of cession of action, excussion and division as well as all benefits arising from the legal exceptions non numeratae pecuniae (no offset of debt), non-causa debiti (no cause of debt), errore calculi (error in the calculation), with the full force, meaning and effect whereof the SURETY hereby declares himself to be fully acquainted.
- 38.2 It is agreed and declared that all admissions and acknowledgement of indebtedness by the LESSEE in regard to its obligations under this AGREEMENT, including any renewal thereof, thereby shall be binding on the surety.
- 38.3 The surety hereby chooses domicilium citandi et executandi for all purposes at the address/es set out in part A, clause 1.15 hereof.
- 38.4 The surety hereby consents to the jurisdiction of the Magistrate's Court in respect of any action or application arising out of or in connection with this AGREEMENT notwithstanding that the amount in issue may exceed the jurisdiction of such court.
- 38.5 Without derogating from the generality of the provisions of this suretyship or the ambit of the obligations embraced, the surety's liability shall cover all claims for compensation or damages which the LESSOR may at any time have as a result of the cancellation or termination of the AGREEMENT howsoever arising, including without limitation the termination of the AGREEMENT between the LESSEE and the LESSOR (or the LESSOR'S predecessor in title) which takes place pursuant to the provision of Section 37(1) of the Insolvency Act, No. 24 of 1936 as amended, or, where the LESSEE is a company, as applied by virtue of the provisions of the Companies Act, No. 61 of 1973, as amended, or pursuant to any corresponding legislation.
- 38.6 In the event of: -
- 38.6.1 any liquidation, judicial management or sequestration of the LESSEE or any other surety for the LESSEE; or
- 38.6.2 any compensation or compromise by the LESSEE or any such other surety, whether in terms of the company law or insolvency law or under common law,
- the surety binds himself/herself not to file any claim against the LESSEE or other surety until the LESSOR'S claim against the LESSEE has been paid in full.
- 38.7 Notwithstanding any part payment of the surety or on the surety's behalf, the surety shall have no right to any cession of action in respect of such part payment and shall not be entitled to take

any such action against the LESSEE or against any other surety for the LESSEE in respect thereof unless and until the indebtedness of the LESSEE and LESSOR shall have been discharged in full.

- 38.8 The surety acknowledges that all amounts due and payable by the LESSEE to the LESSOR shall be recoverable from and paid by the SURETY notwithstanding that the LESSEE may have any claim or counterclaim of whatsoever nature and howsoever arising against the LESSOR.
- 38.9 The LESSOR shall be at liberty without in any way affecting its rights against the surety or diminishing or otherwise affecting the surety's obligations to it hereunder, to do any act or omit to do any act, whether pursuant to the provisions of the lease concluded with the LESSEE or otherwise, as it in its sole discretion may deem fit, notwithstanding that in doing or omitting to do any such acts, the LESSOR may have acted negligently (whether grossly or otherwise) or in a manner calculated to cause, or in fact causing, prejudice to the surety and, in particular, but without limiting the generality of the foregoing, the LESSOR shall without in any way affecting its rights against the SURETY or diminishing or otherwise affecting the surety's obligations to it hereunder be entitled to:-
- 38.9.1 release securities and other sureties; and
- 38.9.2 give time to or compound or make any other arrangements with the LESSEE or other parties aforesaid; and
- 38.9.3 allow or grant the LESSEE or any other surety any latitude or indulgence, without reference to or approval by the surety.
- 38.10 For any reason any surety named herein shall fail to sign this lease for any reason whatsoever or if this suretyship shall for any reason cease to be or is not binding on any one of the sureties, then the obligations of the other/s shall be and continue to be binding and remain in full force and effect in terms hereof.
- 38.11 For the purpose of any action against the surety hereunder, for provisional sentence or otherwise, a certificate by the LESSOR or THE AGENT as to the amount owing by the surety and that the due date for payment of such an amount has arrived, shall be prima facie proof of the facts therein stated until the contrary shall have been proven.
- 38.12 The provisions of clause 10 of this lease shall apply mutatis mutandis to the surety's indebtedness under this suretyship.
- 38.13 The surety warrants that (s)he has provided this surety in his or her capacity as a shareholder or director or member or trustee of the LESSEE and that this surety is provided in the ordinary course of his or her profession, trade or business.
- 38.14 The surety hereby warrants that all consents required in terms of the Matrimonial Property act, 88 of 1984 (if applicable), have been duly furnished and that he or she is fully competent to enter into this suretyship without assistance.

39 WHOLE AGREEMENT

- 39.1 This AGREEMENT constitutes the whole AGREEMENT between the parties and no warranties or representations, whether express or implied, not stated herein shall be binding on the parties. No party shall be bound by any express or implied term representation, warranty, promise or the like not recorded herein, whether it induced the contract or not.
- 39.2 No amendment or consensual cancellation of this AGREEMENT or any provision or term thereof or of any AGREEMENT, bill of exchange or other document issued or executed pursuant to or in terms of this AGREEMENT shall be binding unless recorded in a written document signed by the parties.
- 39.3 No extension of time, waiver, indulgence or relaxation or suspension of any of the provisions or terms of this AGREEMENT or of any AGREEMENT, bill of exchange or other document issued pursuant to or in terms of this AGREEMENT which the LESSOR and/or any DESIGNATED PERSON may have given to the LESSEE shall be binding unless reduced to writing and signed by the parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- 39.4 No extension of time or waiver or relaxation of any of the provisions or terms of this AGREEMENT or any AGREEMENT, bill of exchange or other document issued or executed pursuant to or in terms of this AGREEMENT, shall operate as an estoppel against any party in respect of its rights under this AGREEMENT, nor shall it operate so as to preclude such party thereafter from strictly enforcing its rights in accordance with this AGREEMENT.
- 39.5 Unless otherwise stated by the LESSOR in writing, the receipt by the LESSOR and/or THE DESIGNATED PERSON, of any rent or other payment shall in no way whatsoever prejudice or operate as a waiver, rescission or abandonment of any cancellation or right of cancellation effected or acquired prior to such receipt.
- 39.6 The LESSEE, by its signature hereto, warrants that it has read each clause contained within this AGREEMENT and all annexures hereto and that all consents required in terms of the Matrimonial Property act, 88 of 1984 (if applicable), have been duly furnished and that he or she is fully competent to enter into this AGREEMENT without assistance.

Signed at _____ on this the ____ day of _____ 20 ____

AS WITNESSES:

1. _____

Name (print): _____

Identity Number: _____

2. _____

Name (print): _____

Identity Number: _____

FOR AND ON BEHALF OF THE LESSEE

Name (print): _____

Identity Number: _____

(who warrants that he/she is duly authorised) (authorisation in terms of
an annexed resolution)

Signed at _____ on this the _____ day of _____ 20 _____

AS WITNESSES:

1. _____

Name (print): _____

Identity Number: _____

2. _____

Name (print): _____

Identity Number: _____

FOR AND ON BEHALF OF THE LESSOR

Name (print): _____

Identity Number: _____

SIGNATURES OF THE SURETIES**AS WITNESSES:**

1. _____

Name (print): _____

Identity Number _____

2. _____

Name (print): _____

Identity Number _____

FIRST SURETY

Name (print): _____

Identity Number: _____

The first surety warrants that (s)he has provided this surety in his or her capacity as a shareholder or director or member or trustee of the LESSEE and that this surety is provided in the ordinary course of his or her profession trade or business.

The first surety warrants that (s)he is:

- ☐ married in community of property, in which case the spouse's signature shall also be required as provided for below.

- ☐ married outside of community of property without ante-nuptial contract.
- ☐ married outside of community of property with ante-nuptial contract.

FIRST SURETY’S SPOUSE

(where applicable)

Name (print): _____

Identity Number: _____

AS WITNESSES:

1. _____

Name (print): _____

Identity Number _____

2. _____

Name (print): _____

Identity Number _____

SECOND SURETY

Name (print): _____

Identity Number: _____

The second surety warrants that (s)he has provided this surety in his or her capacity as a shareholder or director or member or trustee of the LESSEE and that this surety is provided in the ordinary course of his or her profession trade or business.

The second surety warrants that (s)he is:

- ☐ married in community of property, in which case the spouse's signature shall also be required as provided for below.
- ☐ married outside of community of property without ante-nuptial contract.
- ☐ married outside of community of property with ante-nuptial contract.

SECOND SURETY'S SPOUSE

(where applicable)

Name (print): _____

Identity Number: _____