public works & roads
Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Ngaka Modiri Molema Road
Department of Public Works and Roads
Private Bag X2080
Mmabatho
2735
Tel: 018-388-4604
Fax: 086-646-0185

TENDER No: PWR 25/26

FOR

NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 25/26 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 257m² WITH 3 COVERED ON-SITE PARKING BAYS ON BEHALF OF DEPARTMENT OF THE DEPARTMENT OF ARTS, CULTURE, SPORTS AND RECREATION (MOSES KOTANE SERVICE POINT) IN MOGWASE FOR A PERIOD OF 36 MONTHS

TENDER DOCUMENT

November 2026

Issued by:
Accounting Officer Department of Public Works and Roads Private Bag X2080 Mmabatho 2735 Tel: 018-388-1483 Fax: 086-646-0185

NAME OF TENDERER: _____

_____

ADDRESS: _____

_____

PHONE: _____ **FAX:** _____

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REPUBLIC OF SOUTH AFRICA

Modiri Molema Road
Old Parliament Complex
Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735

SUPPLY CHAIN MANAGEMENT

Tel.: +27 (18) 388 4483
Email: doliphant@nwpg.gov.za

INVITATION TO BID

BID NO PWR 25/26: Leasing of Office Space (Existing Building) measuring 257m² with 03 covered parking bays through open tender on behalf of the Department of Arts, Culture, Sports and Recreation (Moses Kotane Service Point) in Mogwase for a period of 36 Months

1. The conditions contained in the General Conditions of Contract (GCC) and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.

2. Kindly receive attached the following documents:

   2.1. SBD 1 - Invitation to bid form
   2.2. SBD 2 - Tax Clearance Requirements
   2.3. SBD 4 - Declaration of interest
   2.4. SBD 6.1- Claim form in terms of the Preferential Procurement Regulations 2022

3. All the documents accompanying this invitation must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. The bid box is situated at Old Parliament Building Gatehouse Mmabatho, **Department of Public Works and Roads**

4. Duly completed and signed original bid documents should be sealed in an envelope marked:

   Bid No : **PWR 25/26**

   Bid Description : **Leasing of Office Space (Existing Building) measuring 257m² with 03 covered parking bays through open tender on behalf of the Department of Arts, Culture, Sports and Recreation (Moses Kotane Service Point) in Mogwase for a period of 36 Months**

   Closing Date : **07th December 2026 at 11h00**

   No telegraphic or facsimile bids will be considered.

5. The Department of Public Works and Roads reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid.

6. For more information, please contact the following:

   Department : **Public Works and Roads**

   Contact Person : Ms. V Tshivhase 018 388 4630
   Ms. L Mabe 018 388 4604

   There will be a No Compulsory Briefing Session

BID REQUIREMENTS

a. All bidding Vendors must have a Valid Bank account

b. All the Relevant Forms attached to this bid documents must be completed and signed in ink where applicable by a duly authorised official

7. **REQUIRED DOCUMENTATION**

The prospective bidders are required to provide the following documentation:

- Original completed and signed applicable Bid Documents
- Company Registration Certificate from the Registrar of Companies
- Original Valid Tax Clearance Certificates
- Joint Venture Agreement signed by both parties where applicable
- Originally Certified Copies of Identity Documents of the main shareholders / Directors of the Company
- CSD Report of the Company

8. **EVALUATION CRITERIA AND PROCESSES TO BE USED**

The evaluation process will entail the following phases:

Phase 1 – Evaluation on Legal requirements
Phase 2—Technical/ Functional requirements
Phase 3- 80/20 Points Preference System

.....
MS. O. P. MOKOLOBATE
DIRECTOR SUPPLY CHAIN MANAGEMENT

12/11/2026
.....
DATE

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PART T1: TENDERING PROCEDURES

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T1.1.1 TENDER NOTICE:

NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR28/26 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 257m² WITH 3 COVERED ONSITE PARKING BAYS ON BEHALF OF THE DEPARTMENT OF ARTS, CULTURE, SPORTS AND RECREATION (MOSES KOTANE SERVICE POINT) IN MOGWASE FOR A PERIOD OF 36 MONTHS

TENDER NUMBER	: PWR 25/26
CLOSING DATE	: 07 DECEMBER 2026
CLOSING TIME	: 11:00
TENDER VALIDITY PERIOD	: 90 DAYS
BRIEFING SESSION	: NO BRIEFING SESSION
DESCRIPTION	: NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 25/26 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 257m² WITH 3 COVERED ON-SITE PARKING BAYS ON BEHALF OF THE DEPARTMENT OF ARTS, CULTURE, SPORTS AND RECREATION (MOSES KOTANE SERVICE POINT) IN MOGWASE FOR A PERIOD OF 36 MONTHS

TENDERSUBMISSIONREQUIREMENTS: X1ENVELOPE (SUBMISSIONS MUST BE SUBMITTED IN ONE ORIGINAL HARDCOPY)

TENDER DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:
THE DEPARTMENT OF PUBLIC WORKS AND ROADS
NGAKA MODIRI MOLEMA ROAD, MMABATHO
OLD PARLIAMENT COMPLEX – GATE HOUSE

public works & roads
Department:
Public Works and Roads
North West Provincial Government
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Ngaka Modiri Molema Road
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Private Bag X2080
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SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	PWR25/26	CLOSING DATE:	07 DECEMBER 2026	CLOSING TIME:	11H00
DESCRIPTION	**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 25/26 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 257m² WITH 3 COVERED ONSITE PARKING BAYS ON BEHALF OF THE DEPARTMENT OF ARTS, CULTURE, SPORTS AND RECREATION (MOSES KOTANE SERVICE POINT) IN MOGWASE FOR A PERIOD OF 36 MONTHS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Modiri Molema Road					
Provincial Head Office					
Mmabatho					
2735					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**MR DANIEL MOKUTU**	CONTACT PERSON	**MS LERATO MABE**
TELEPHONE NUMBER	**018 388 4477**	TELEPHONE NUMBER	**018 388 4604**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**DMokutu@nwpg.gov.za**	E-MAIL ADDRESS	**LeratoMabe@nwpg.gov.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	☐ 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]

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/SERVICES OFFERED?			

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."

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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: .....

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T1.1.3 CONDITIONS FOR TENDER SUBMISSION

1 Proprietary Information

1.1 The NWDPWR considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to NWDPWR. It shall be kept confidential by the respondent and its officers, employees, agents, and representatives. The respondent shall not disclose, publish,or advertise this specification or related information to any third party without the prior written consent of NWDPWR.

2 Enquiries

2.1 All communication and attempts to solicit information of any kind relative to this tender should be inwritingandchanneledto:Emailaddress:DMokutu@nwpg.gov.za and LeratoMabe@nwpg.gov.za

2.2 Please note that the last date for request for information pertaining to this tender will be on the:

02 December 2026.

2.3 **Tenderers may not contact any other *NWDPWR* employee besides contact person mentioned on *Paragraph 2.1 above on any matter pertaining to the Tender from the time when Tender is advertised to the time the Tender is awarded. Any effort by a Tenderer to influence Tender evaluation, Tender comparisons, or Tender award decisions in any manner, may result in rejection of the Tender concerned.***

2.4 All the documentation submitted in response to this tender must be in **English**.

2.5 The Tenderer should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by NWDPWR regarding anything arising from the fact that pages are missing or duplicated.

3 Validity Period

3.1 Responses to this tender received from suppliers will be valid for a period of **90 days** counted from the closing date of the tender.

4 Submission of Tenders

Tender should be submitted in (1 copy) all bound in a sealed envelope endorsed, TENDER REF NUMBER: PWR 25/26). The sealed envelopes must be placed in the tender box at North West Department of Public Works and Roads, Ngaka Modiri Molema Road, Old Parliament Complex, Mmabatho (Gate House)

4.1 By no later than **11h00 on 07 December 2026**

Ngaka Modiri Molema Road
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4.2 The closing date, service provider name and the return address must also be endorsed on the envelope. If a courier service provider is being used for delivery of the Tender document, the Tender description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the TENDERBOX.

4.3 No tender received by telegram, telex, email, facsimile, or similar medium will be considered. Where a tender document is not in the tender box at the time of the Tender closing, such a Tender document will be regarded as a late Tender. Late Tenders will not be considered.

4.4 Amended tenders may be sent, together with the original tender, in an envelope marked "Amendment to Tender" and should be placed in the Tender box before the closing date and time. An amendment tender without TOTAL TENDER PRICE -**N/A** original Tender document will not be considered.

4.5 The Tenderer is responsible for all the cost that they shall incur related to the preparation and submission of the Tender document.

4.6 Kindly note that NWDPWR is entitled to amend any Tender conditions, validity period, specifications, or extend the closing date of Tenders before the closing date. All Tenderers, to whom the Tender documents have been issued, will be advised in writing of such amendments in good time.

4.7 NWDPWR also reserves the right to award this Tender as a whole or in part without furnishing reasons.

4.8 NWDPWR reserves the right to, amongst other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this Tender documents.

4.9 An incomplete pricelist shall render the Tender non-responsive.

4.10 NWDPWR reserves the right to review the pricing / financial proposal submitted by the Tenderer and make an assessment if their proposed costing is market related or not and reserves the right to negotiate or not to negotiate with the preferred Tenderer or any Tenderer as per the recommendation of the DBAC. The process for negotiation will be governed by the NWDPWR internal SCM processes as approved and in line with Preferential Procurement Regulation of 2022.

4.13 NB: All reference to NWDPWR on this Tender document includes its subsidiaries that are affected by the deliverable of this Tender document.

4.14 The General Condition of contract are part of this tender document and will be incorporated as an annexure and those will be Tendering to the Tenderer whether they are returned and submitted with the Tender response or not and will remain Tendering to the Tenderer whether initialed or not.

4.15 None of these Tender conditions are to be changed by the Tenderer unless agreed in writing and approved by NWDPWR.

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IF ANY OF THE ABOVE-MENTIONED CONDITIONS IS NOT MET AND/OR ANY OF THE REQUESTEDDOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE TENDER EVALUATION COMMITTEE WILLDISQUALIFYTHE TENDER

1. Tender Documents must be completed with ink (Blue or black) and not typed. No correction fluid/tippex is allowed. All changes must be scratched out and a signature appended next to each change.
2. All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted.

Tender documents must be secured together preferably bound or contained in a lever arch file. The North West Department of Public Works and Roads shall not be liable for any loss of documents as a result of not being properly secured upon submission.

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T1.2 TENDER DATA

Clause Number	
F.1.1	The employer is the **Department of Public Works and Roads, North West Provincial Government.**
F.1.2	The tender documents issued by the employer comprise: **Part T1: Tendering Procedures** T1.1 Tender notice and invitation to tender T1.2 Tender data **Part T2: Returnable Documents** T2.1 List of returnable documents T2.2 Returnable Schedules **Part C1: Agreements and contract data** C1.1 Special Conditions of Contract (SCC) **Part C2: Pricing data and Scope of work** C2.1 Pricing Schedule C2.2 Scope of Work **Part C3: Details on operating costs and building requirements** C3.1 Details on operating costs C3.2 Building requirements
F.1.4	The employer's representative is: Name: Lerato Mabe Address: Department of Public Works and Roads Private Bag X2080 Mmabatho 2735 Tel: 018-388-4604 E-mail: LeratoMabe@nwpg.gov.za
F2.1	**Functionality criteria** - The threshold is 60%.
F.2.7	No briefing session
F.2.12	'No alterative offers will be considered.'

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Clause Number	
F.2.13.1	Tenderers are obligated to offer all parts of the works, services or supply identified in the contract data:
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted in one (1) original copy.
F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Gatehouse Old Parliament Building Mmabatho Physical address: Ngaka Modiri Molema Road, Department of Public Works, and Roads, Mmabatho, 2735
F.2.13	A two-envelope procedure will not be followed.
F.2.15	The closing time and location for submission of tender offers is **11h00 on 07 December 2026 at Gatehouse, Old Parliament Building.**
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is **90 Days.**
F.2.23	The tenderer is required to submit with his tender: 1) an original valid Tax Clearance Certificate issued by the South African Revenue Services;(As Per SBD1 requirements and Returnable Schedule) 2) initial all tender document pages.

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FUNCTIONALITY CRITERIA

Office space and parking requirements

- A Maximum of **257 m²** or Minimum **231 m²** of office space
- Maximum of **3** and Minimum of **1** parking bays

Therefore, a maximum total of **257 m²** of workspace is required (Please refer to the space needs sheet in the tender document.

If the bidder has **257 m²** and above, the department will only compensate the **257 m²** and the maximum of **3** parking bays

Office grading

The accommodation grading should comply with **minimum Grade C** in line with the **SAPOA** Condition Rating Scale.

The bidder must provide proof of whether the building is an A, B or C grade. Proof of grading must not be older than 12 months and must be issued by an organization/independent professional accredited by South African Property Owners Association (SAPOA) and/or any other equivalent in line with their requirements.

Location and accessibility

The building should be within **Mogwase.**

Preferred location: preference will be given to CBD.

The building must be closer to public transport routes and be a reasonable walking distance from public transport amenities. The building should also cater for people with disabilities.

- Documentation proofing ownership of the immovable property that is offered; i.e. title deed to prove ownership of the property (such title deed to indicate ownership by the bidder as per the bidder's registered name) or the financial institution through which the bidder is financing the property with supporting documentation such as an offer to purchase, purchase and sale agreement, and the loan/bond agreement must be submitted.

- Bidders must also submit a design or layout plan indicating the size of the property on offer, or from which the size can be accurately calculated.

- Documents to be submitted: Municipal Zoning Certificate, Approved Building Plans, Tenant Layout Plans and Site Development Plans.

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Functionality Criteria Table

No	Selection Criteria-Tender Rating Matrix		A Tender rating score 1 – 3	B Weighting	C Tenderer's score(%) =AXB/3
1.	Size Office Space(m^2) as per floor plan	257m^2 and above (100% of office space) Floor plans attached as proof	3	50%	
		256m^2 – 244m^2 (95% of office space) Floor plans attached as proof	2		
		243m^2– 231m^2 (90% of office space) Floor plans attached as proof	1		
2.	Number of parking bays	3 and above covered onsite parking bays (100% of parking bay) Site Development Plan attached as	3	20%	
		2 (60 % of parking bay) covered on-site parking bays Site Development Plan attached as proof	2		
		1 (40% of parking bay) covered on-site parking bays Site Development Plan attached as proof	1		
3.	Office accommodation rating	Grade A – High quality properties providing good access; professionally managed with continued above average maintenance. (Proof of office grading attached)	3	20%	
		Grade B – Generally older buildings but accommodation and finishes are close to modern standards. (Proof of office grading attached)	2		
		Grade C – Buildings in fair condition but with older style finishes, services and building systems. (Proof of office grading attached)	1		

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4.	Bank Rating	Grade C and above (bank rating certificate attached as proof)	3	10%	
		Grade D (bank rating certificate attached as proof)	2		
		Grade E (bank rating certificate attached as proof)	1		

The threshold is 60%.

Proposed Comprehensive Tenant Layout plans and Site Plans of the accommodation offered must be submitted with the bid

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PART T2: RETURNABLE SCHEDULES

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T2.1 LIST OF RETURNABLE DOCUMENTS 18

FORM A1: CERTIFICATE OF AUTHORITY FOR SIGNATORY 19

FORM A2:SBD 4 COMPULSORY DECLARATION 21

FORM A3: SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 24

FORM A4:SCHEDULE / RECORD OF ADDENDA TO TENDER DOCUMENTS 29

FORM A5: TAX CLEARANCE CERTIFICATE REQUIREMENTS 30

FORM A6:ORIGINAL CERTIFIED COPIES OF DIRECTORS / MEMBERS / TRUSTEES IDENTITY DOCUMENTS..... 31

FORM A7:COPIES OF SERVICE PROVIDER REGISTRATION DOCUMENTS 32

FORM A8: NATIONAL TREASURY (NT) CENTRAL SUPPLIER DATABASE REGISTRATION I.E. SUBMIT A COPY OF CSD MASTER REGISTRATION NUMBER (SUPPLIER NUMBER)..... 33

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T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable schedules:

Notes to tenderer:

1. Returnable schedules have been separated into the following categories:
   - Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A1-A14)
   - A list of other returnable documents for completion by the tenderer and which will subsequently be incorporated into the contract (Section C1: Agreement and Contract data)
2. Failure to fully complete all the relevant returnable documents may render such a tender offer unresponsive.
3. Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.
4. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under contract condition 15.2 to terminate the contract.
5. These forms must be completed in black ink and any alterations made prior to tender closure countersigned by an authorized signatory.

TENDERERS ARE INSTRUCTED TO COMPLETE ALL THE SCHEDULES ATTACHED HEREIN. FAILURE TO COMPLETE ANY OF THE SCHEDULES WILL RESULT IN AUTOMATIC DISQUALIFICATION OF THE TENDER AS THE TENDER WILL BE CONSIDERED NOT RESPONSIVE. IF THE SCHEDULE IS NOT APPLICABLE TENDERERS ARE INSTRUCTED TO INDICATE NOT APPLICABLE AND SIGN THE SCHEDULE

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FORM A1: 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 service provider's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
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,
   - name of designated lead member of the intended joint venture, as required by tender condition F.2.13.4.
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.

By resolution of the board of directors 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
NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 25/26 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 257m² WITH 3 COVERED ONSITE PARKING BAYS ON BEHALF OF THE DEPARTMENT OF ARTS, CULTURE, SPORTS AND RECREATION (MOSES KOTANE SERVICE POINT) IN MOGWASE FOR A PERIOD OF 36 MONTHS
and any contract which may arise therefrom on behalf of *(enter name of tenderer in block capitals)*
.....

SIGNED ON BEHALF OF THE SERVICE PROVIDER:.....

IN HIS/HER CAPACITY AS:.....

DATE:.....

SIGNATURE OF SIGNATORY: .....

WITNESS: ....
SIGNATURE SIGNATURE

....
NAME (PRINT) NAME (PRINT)

SAMPLE

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FORM A2: SBD 4 COMPULSORY DECLARATION

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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.

SBD4

with any person who is employed by the procuring institution? **YES/NO**

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2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 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

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.

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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 TO BE FALSE.

....
Signature Date

....
Position Name of bidder.

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FORM A3: SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value up to R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

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

1.3 Points for this tender shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
Specific Goals – Ownership and location	20
Total points for PRICE and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)^{80/20}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Ownership will be verified through the Central Suppliers Database by National Treasury and CIPC documentation.

The specific goals allocated points in terms of this tender	Specific Goals – Ownership and location	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership	Enterprises owned by the black people - (Minimum ownership 51%)	05	
Locations	Enterprise based in the North West Province	15	
	Max Points	20	

Locality
Bidders are requested to submit statement of municipality account, title deed and/or letter of occupancy from the Traditional Council as proof of location.

The threshold is 60%.

The 80/20 bid evaluation criteria shall be applicable, where:
Price = 80 points
Specific Goals = 20 points

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DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number: .....

4.4. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety
Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company
[TICK APPLICABLE BOX]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....

.....

.....

.....

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FORM A4: SCHEDULE / RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

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

SIGNED ON BEHALF OF THE TENDERER: .....

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FORM A5: TAX CLEARANCE CERTIFICATE REQUIREMENTS

SBD 2

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

1. In order to meet this requirement, bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SIGNED ON BEHALF OF THE TENDERER: .....

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FORM A6: ORIGINAL CERTIFIED COPIES OF DIRECTORS / MEMBERS / TRUSTEES IDENTITY DOCUMENTS

The tenderer shall attach to this page **original certified** copy of the director's / members trustee's identity documents of the tendering entity.

In the case of joint ventures, the required documents shall be submitted for each member of the joint venture.

SIGNED ON BEHALF OF THE TENDERER: .....

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FORM A7: COPIES OF SERVICE PROVIDER REGISTRATIONDOCUMENTS

The tenderer shall attach to this page copies of the registration documents of the tendering entity.

Any of the following documents for the tendering entity is sufficient:

CK1:	Founding Statement for a Close Corporation.
CK2:	Amended founding statement for a Close Corporation.
CM1:	Certificate of Incorporation for a service provider.
CM2:	Memorandum of Association for a service provider.
CM9:	Certificate of Change of name for a service provider.

Trust Deed and Letter of Authority to Act as Trustees certified by the High Court.

Inthecaseofjointventures,therequireddocumentsshallbesubmittedforeachmemberofthejoint venture.

Note:

The tenderer is to ensure that the documentation submitted meets the following criteria:

- The name of the active directors/members appears on the documents.
- The ID documents correspond with the names of active directors/members.

If the above criteria are not met the tenderers offer will be rendered non-responsive in terms of tender condition 5.8.

SIGNED ON BEHALF OF THE TENDERER: .....

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FORM A8: PROOF OF NATIONAL TREASURY (NT) CENTRAL SUPPLIER DATABASE REGISTRATION I.E. SUBMIT A COPY OF CSD MASTER REGISTRATION NUMBER (SUPPLIER NUMBER)

Tenderer to attach a copy of a **VALID** CSD report, not older than three (3) months, which indicates their compliance status with regards to their tax affairs and status of their registration and registration number.

SIGNED ON BEHALF OF THE TENDERER: .....

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PART C1: AGREEMENT AND CONTRACT DATA

Ngaka Modiri Molema Road
Department of Public Works and Roads
Private Bag X2080
Mmabatho
2735
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C1.1 SPECIAL CONDITIONS OF CONTRACT (SCC)

IMPORTANT BID CONDITIONS AND CONTRACT

Bidders must take cognizance of the details, conditions and requirements stipulated here. (These stipulations can be used as a checklist to ensure all documents are submitted).

1. THE LEASE

- The Standard Lease Agreement will serve as the basis contract between the lessor and the lessee. Editions and/or amendments to the agreement must be agreed upon by both parties.
- The base date for calculation of rent must utilize the prescribed year 2023 needs of the tenant, based on the Space Norms and Standards of the National Department of Public Works.
- Bidders must provide offers for an initial lease period of 36 months as allowed in the bid form.
- The lease agreement and payment of rental will commence from the agreed occupation date.
- In case where the lessor is unable to provide the building on the agreed occupation date, the lessor will be held accountable for providing alternative suitable and similar accommodation to the lessee at the lessor's cost including relocation and other similar costs including relocation and other similar costs the lessee might encounter as a result of the delayed occupation date.
- In case where the lessee occupies the building on a later date than the agreed occupation date, the lessee will be accountable for rental from the first date of the agreed occupation date.
- Rental will escalate on a yearly in line with the national inflation rate and capitalization rate linked to the property.
- Reasonable time will be allowed to achieve various requirements; therefore the anticipated occupation is being determined as follows:

  Space planning and reconfiguration to tenant needs: _____

  Adjustments/renovations, if necessary: _____

  Occupation date: _____

- The successful bidder will be required to meet the final set target dates, which will be agreed on between the department and the building owner subsequent to acceptance of the offer.

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2. CONDITIONS RELATING TO THE RENTAL SPACE AND OTHER ACCOMMODATION TO BE PROPOSED OR OFFERED

- It is a requirement to submit designs or layouts, however, the bidder undertakes to appoint qualified professionals for the design and supervision of the space planning and allocation as per departmental requirements.
- The successful bidder will be responsible for the cost of alterations necessary to adapt the offered accommodation in existing buildings to the specific needs of the department in accordance with the norms and standards of office space, if the bidding property is not currently configured as offices.
- Lettable areas must be determined in accordance with the South African Property Owners Association (SAPOA) method of measuring floor areas in office buildings. The final rental payable will be calculated on the lettable area identified.
- The department is the sole adjudicator of the suitable accommodation for the purpose for which it is required. The department's decision in this regard is FINAL.
- It is a requirement that the accommodation offered, including all equipment and installations must comply with the National Building Regulations and Building Standards.
- It is a requirement that the accommodation offered must comply with the Occupational Health and Safety Act No 85 of 1993. A certificate to this effect must be issued prior to occupation.
- It is a requirement that the building offered must be located within reasonable distance from the local town centre.
- A copy of the building floor plan which indicates floor area measurements must be submitted with the tender document.
- An original copy of the municipal zoning certificate must be submitted to confirm municipal zoning of the building.
- The integrity of the electrical installations and supply must be confirmed by a Certificate of Compliance (COC) prior to occupation.
- A copy of Clearance Certificate indicating that the building offered is clear of any arrears on municipal assessment rates by the Local Municipality must be submitted.
- A copy of Fire Clearance Certificate in respect of the building offered from the Local Municipality must be submitted.
- Verifiable proof of legal ownership (title deed) in respect of the building offered must be submitted.

SIGNED ON BEHALF OF THE TENDERER: .....

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PART C2: PRICING SCHEDULE AND SCOPE OF WORK

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C2.1

NAME OF BIDDER: ..... TENDER NO.: PWR 25/26

CLOSING DATE: 07 DECEMBER 2026 CLOSING TIME: 11H00

PRICING SCHEDULE

NOTE: BIDDERS ARE REQUIRED TO PROVIDE A PRICING SCHEDULE FOR 36 MONTHS PERIOD.

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID

LEASING OF OFFICE ACCOMMODATION ON BEHALF OF THE DEPARTMENT OF ARTS, CULTURE, SPORTS AND RECREATION IN MOGWASE ***NB. All tenderers are requested to fully complete the table below, failure to do so will invalidate the bid.***

CALCULATION FOR LEASE COST FOR A PERIOD OF 36 MONTHS:

PERIOD	INDICATE SPACE OFFERED IN SQUARE METRES	RATE PER M^2	ANNUAL ESCALATION %	ANNUAL RENTAL	TOTAL ANNUAL RENTAL(15% VAT INCLUSIVE)
Year 1			**N/A**	**R .....**	**R .....**
Year 2 (including annual escalation)			**8%**	**R .....**	**R .....**
Year 3 (including annual escalation)			**8%**	**R .....**	**R .....**
TOTAL COST FOR OFFICE SPACE				**R .....**	**R .....**

NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO. PWR 25/26 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 257m^2 WITH 3 COVERED ON-SITE PARKING BAYS ON BEHALF OF THE DEPARTMENT OF ARTS, CULTURE, SPORTS AND RECREATION (MOSES KOTANE SERVICE POINT) IN MOGWASE FOR A PERIOD OF 36 MONTHS

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PERIOD	INDICATE NUMBER OF PARKING BAYS OFFERED	RATE PER PARKING BAY	ANNUAL ESCALATION %	ANNUAL RENTAL	TOTAL ANNUAL RENTAL (15% VAT INCLUSIVE)
Year 1	Covered		N/A	R	R .....
	Uncovered		N/A		
Year 2 (including escalation)	Covered		8%	R	R .....
	Uncovered		8%		
Year 3 (including escalation)	Covered		8%	R	R .....
	Uncovered		8%		
TOTAL COST FOR PARKING				R	R .....
TOTAL COST OF OFFICE SPACE AND PARKING FOR A PERIOD OF 36 MONTHS				R	R .....

NB. Operating expenses must be included in the rental amount. These expenses include as a minimum, but not limited to, building insurance and maintenance, building compliance to Health and Safety requirements, general maintenance, repairs of electrical installations, air conditioning, landscaping, pest control, custodial and trash removal services.

SIGNED ON BEHALF OF THE TENDERER: .....

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C2.2 SCOPE OF WORK

Leasing of rental space on behalf of the Department of Arts, Culture, Sports and Recreation in Mogwase for a period of 36 months in line with the space needs stipulated below:

SPACE NEEDS

RANKS/SALARY LEVEL	NUMBER OF WARM BODIES	ACTUAL SPACE NEEDED AS PER ESTABLISHED NORMS & STANDARDS (Square meters)
1		
2	03	18
3		
4		
5	05	40
6		
7	01	12
8	02	24
9		
10	01	16
11		
12		
13		
14		
15		
Total number of warm bodies and office space	**12**	**110**
Provision for other support space(Board rooms, Ablutions, stores, kitchen and parking areas	Boardroom, stationery warehouse, store room, registry, kitchen, ablution blocks for male, female and disabled people(25% of 110)	**136**
	03 Covered onsite parking bays based on the Moses Kotane Municipal Town Planning scheme i.e. 3 reserved parking bays for every 100 m of office space: 110m² x3 /100	03 parking bays at approx. 18m² @ each, total square meters for parking **54m²**
	10% allowance for growth	**11**
	TOTAL	**square meters (excluding parking) 257m²**

public works & roads
Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Ngaka Modiri Molema Road
Department of Public Works and Roads
Private Bag X2080
Mmabatho
2735
Tel: 018-388-4604
Fax: 086-646-0185

PART C3: DETAILS ON OPERATING COSTS AND BUILDING REQUIREMENTS

Ngaka Modiri Molema Road
Department of Public Works and Roads
Private Bag X2080
Mmabatho
2735
Tel: 018-388-4604
Fax: 086-646-0185

C3.1 DETAILS ON OPERATING COSTS

A. THE FOLLOWING COSTS WILL BE THE RESPONSIBILITY OF THE LESSEE (DEPARTMENT):

- Utilities (water and electricity usage)
- Sanitary services
- Security services
- Domestic cleaning services
- Consumable, i.e. toilet paper, soap, towels, etc.
- Information and telecommunication equipment and its installation costs

B. THE FOLLOWING COSTS WILL BE THE RESPONSIBILITY OF THE LESSOR (BUILDING OWNER):

- Maintenance (external building and interior building)
- Landscaping (upkeep and maintenance)
- Refuse removal
- Air conditioning (repairs and servicing)
- Lifts (repairs and servicing)
- Fire prevention and fighting (provision of equipment, repairs and servicing)
- Building insurance (including increases)
- Municipal rates and taxes (including increases)

C3.2 BUILDING REQUIREMENTS

Security

- Provision should be made for escape routes in the building for emergency situations.
- The building must be securely protected against burglary to the satisfaction of the department.

Offices and Partitioning

- The rental office space will be required to be remodeled to the department's specifications and interior changes made where partition walls shall be used to divide the total floor area of the building into office and other areas required.
- The walls shall have a noise reduction factor of not less than 45 dB within a range of 100 to 1000 Hertz. This factor has a bearing on complete wall sections including glass and doors if any.
- Partitioning of office areas will be done according to the department's needs and requirements.
- As a general standard, an average passage width with a minimum of 1.5m shall be provided. Where certain functions within the building necessitate wider passages, those specific areas will be identified and the passage width specified as part of the rental space particulars.
- The building must have natural ventilation and natural light.

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Power points

- Offices and other rooms where electrical appliances will be used shall be fitted with a double 15 amps' socket outlet for every 12m^2. The department shall indicate any additional socket outlets, which are required in the accommodation particulars for special services.
- The wiring and securing of electrical circuits shall be such that computer equipment can be run from separate UPS outlets in each area where computers are used.
- Electrical circuits for socket outlets shall be secured by means of single-phase earth leakage relays having a sensitivity of 25 amps.

Office interior lights

- Each office shall be provided with its own light switch in a suitable position near the door. Lighting conforming to the following standard must be provided:
  a) Reception areas 100 lux
  b) General offices 300 lux
  c) Specialized offices 500 lux (drawing rooms, etc.)
  d) Passages 50 lux
  e) Auditoriums and conference rooms 100 lux
  f) Classrooms and store rooms 200 lux
  g) Parking 50 lux

Site lighting

- Floodlights must be provided on the premises for proper patrol during the night.

Floor to ceiling heights

- A clear floor to ceiling height of as close as possible to 2,7m throughout shall be maintained in all genera areas of the building. Where a certain function inside the building necessitates a higher floor to ceiling height, the specific areas will be identified and the height specified as part of the accommodation particulars.
- Conduits, water pipes, air ducts and other services shall not be visible underneath the ceiling in offices and public areas.

Ablution facilities

- Ablution facilities for both male and female must comply with the National Building Regulations and Building Standards.

Floor covering

- Floor covering will be as per the preference of the client.

Walls and finishes

- All walls and ceilings, whether painted or finished otherwise, shall be according to the department's corporate identity.
- Walls in kitchens, stairs, entrance halls and toilets shall be washable, hardwearing and acceptable to the department.

Facilities for cleaners

- On every floor of a multi-storey building or for every 1 350m^2 gross floor area, a cleaner's rooms of not more than 6m^2 shall be provided as a storeroom for cleaning equipment and material. It shall be

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provided with a drip sink, 4-metre-long shelves and sufficient cross ventilation, preferably by means of an outside window.

Registries

- Registries must have service counter and must be fitted with suitable security barriers/grills/glazing to the satisfaction of the department.

Server Room

- Air conditioner with minimum rating of 00 BTU
- Fire detection system
- Fire suppression system

Standby generator

- An emergency generator as a backup to electricity supply is required for business continuity
- Energy saving building

Water Storage Tanks

- There must be water storage tanks and/or borehole in the premises

Accessibility

- Access for people living with disabilities - ramps, lifts if offices not on ground floor, signage.
- Be within reasonable walking distance from taxi rank or public transport route.
- Must be frequented by a substantial number of people during working hours for easy walk-in.

Inspection

- The department considers it a condition of contract that in consultation with the Lessor and with reasonable frequency during the process of refurbishment or reconfiguration, its property inspector/s shall be given access to the building. The inspector's approval of any part of the building does not exempt the lessor from complying with minimum standard requirements. A deviation from the minimum requirements may only be allowed with formal approval from the department.

Availability

- Any alterations/ refurbishments by the bidder to meet the department's requirements must be completed prior to the occupation date.

STANDARD LEASE AGREEMENT

FOR

OFFICE AND FUNCTIONAL ACCOMMODATION

BUILDING NAME AND ADDRESS:

XXXXNXNXNXN KDJA FAKJFHKAF DKAJHFJHAFAHKDKHFD

CLIENT NAME:

XXXXNXNXNXN KDJA FAKJFHKAF DKAJHFJHAFAHKDKH

FILE NO:

XXXXNXNXNXN KDJA FAKJFHKAF DKAJHFJHAFAHKDKHFD



public works & roads

Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

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LEASE

1 PARTIES

The parties to this agreement are:

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

and

the North West Provincial Department of .....

, herein represented by the Head of Department or his/ her duly authorised delegate, (hereinafter referred to as the "lessee").

2 DEFINITIONS AND INTERPRETATION

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

"Adjustment date" – lapse of a period of twelve (12) month, on which the escalated rate comes into effect;

"The agreement" – means this lease agreement together with any schedules annexed thereto;

"Building" – the entire structure known as XYZ Building, situated at No.1 Cnr ABC and DEF Streets, Mafikeng;

"Commencement date" – means the date this agreement shall come into effect;

"Escalation rate" – the (%) percentages, which adjusts the rental on every adjustment date;

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

"Lessee" – means the North West Department of _____

"Lessor" – the owner of the premises is he/she does not sign personally, is herein represented by the director who warrants that s/he is authorised to sign this agreement on behalf of the lessor;

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

"Premises" – the building and/or the structure and/or the land, or portions thereof, including [redacted] parking bays, which is situated at [redacted], which form the subject of this agreement;

"Repairs" – everything which is required to be done in order to achieve the same goal as that envisaged in the definition of "maintenance" but which requires more labour and more expense than maintenance, such as the replacement of cables, taps, locks, floor tiles, geysers and the like.

"Signature date" – the date stipulated of this agreement by the party which signs last in time;

"Termination date" – means the expiry of a period of 3 years;

"VAT" – Value-added Tax in terms of the Value Added Tax Act No. 89 Of 1991 as amended;

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

2.3 If a provision in a definition is substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive provision in the body of the agreement, notwithstanding that it is in the definitions clause.

2.4 Any reference to an enactment, regular, rule or by-law is to that enactment, regulation, rule or by law as at the signature date and as amended or replaced from time to time.

2.5 Where any number of days is prescribed, such number shall exclude the first and include the last day, unless the last day falls on a Saturday, Sunday or Public Holiday in South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday.

2.6 The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording succeeding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example/s.

2.7 The expiration or termination of this agreement shall not affect those provisions of this agreement which expressly provide that they will operate after any such expiration or termination or which of necessary must continue to have effect after such expiration or termination, notwithstanding the fact that the clauses themselves do not expressly provide this.

2.8 In its interpretation, the *contra proferentem* rule of construction shall not apply (this agreement be the product of negotiations between the parties) nor shall this agreement be construed in favour of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation on this agreement.

3 THE LEASE

3.1 The lessor hereby leases the premises to the lessee who hires the premises on the terms and conditions set out in this agreement, it being specifically recorded and notwithstanding anything to the contrary contained in this agreement, that the only persons who are mandated to negotiate, enter into, amend or otherwise agree the terms and conditions of this agreement are lessor and lessee;

4 DURATION AND RENEWAL

4.1 This agreement shall commence on the commencement date and shall endure for the period (start date) and shall continue to run for a period of three (3) years.

4.2 Upon the expiry of the initial lease period, the lessee shall have the option of renewing this agreement for an additional period as the secondary lease period upon the terms and conditions contained in this agreement provided that in respect of rental payable from the date on which the secondary lease period commences ("the renewal date"), the parties will be based on an escalation rate which is not higher that the increased rate of the last period of the agreement.

4.3 The lessee shall give written notice to the lessor of its intention to exercise the option renew this agreement (refer to in clause 4.2 above) by no later than 3 months prior to the expiry of the initial lease period.

4.4 On expiry of the first period and upon receipt of a written notice from the lessee in terms of clause 3 above, the terms of the contract shall remain for the duration of the extension exercised by the lessee unless otherwise agreed to in writing.

4.5 On expiry of the secondary lease period, the lease shall automatically terminate unless the parties agree in writing to a further extension of this agreement.

4.6 The terms and conditions of lease during the secondary lease period and any further lease period as referred to in 4.5 shall be those contained in this agreement.

5 THE RENTAL

5.1 During the initial rental period, with effect from the commencement date, the monthly rental payable by the lessee to the lesser shall be R _____ (in words _____) VAT included.

5.2 Thereafter the rental shall escalate each year, one each anniversary date of the lease, in accordance with the escalation rate of _____% (in words _____ percent), per annum.

5.3 The rental shall be paid by the lessee to the lesser, upon submission of an invoice every month, according to Schedule B of this agreement.

5.4 All payments made by the lessee to the lesser in terms of this agreement, shall be effected by electronic payment directly into the lesser nominated bank account.

5.5 The parties agree that all rental payable in terms of this agreement shall include value-added tax where such tax is payable. The lesser shall specify such as tax for record and tax purposes separately from basic rental.

5.6 The lessee undertakes to pay all VAT, at the standard rate applicable from time to time, leviable on any amounts payable by the lessee in terms of this agreement.

5.7 The lessor shall be liable to pay all rates, taxes, and other regulatory amounts and the levies in respect of the premises to the relevant authority as well as any expenses and increases.

6 USE OF PREMISES

6.1 The lessee records that the premises shall be used for any legitimate Government purpose.

6.2 The lessor hereby warrants and undertakes that the premises are fit for us for purpose set out in clause 6.1.

6.3 The lessor shall be obliged to such consents and authorisations (excluding trade and other licences) as may be required by competent authorities or title conditions to enable the lessee to use the premises for the purpose referred to in 6.1

6.4 The lessor herby warrants that all permits, licence and / or consents in respect of the conduct of the business at the premises have been granted and / or renewed.

7 OCCUPATION OF THE PREMISES

7.1 The lessor warrants the lessee's right to free and undisturbed possession of the premises from the commencement date until termination of this agreement.

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

8.1 The lessor shall be responsible for installing disability ramps, toilets, servicing of air conditioners, maintenance of the building and ensure compliance with occupational health and safety, together with National Building Regulations' requirements.

8.2 Should the Lessor fail to comply with the clause 8.1, lessee may have such installations made at the reasonable cost thereof and the party which was responsible for such installation shall become liable for such amount; provided that where the lessor does not make such installation and the lessee makes such installation on its behalf, the lessee shall be entitled to reduce its rental payment due to the lessor until such time as it has recouped its costs in respect of making the installation on behalf of the lessor.

8.3 The lessee shall in writing issue a Certificate of Occupation, in which Lessee accept the lessor has complied with terms of the agreement and that the Building is ready and available and ready to use, inclusive of the date of occupation.

8.4 The lessee shall, within 30 days of occupation of the premises, furnish the lessor with three (3) dates and times, which dates must be within thirty-one (31) days of occupation, to convene a meeting to inspect the premises, so as to ascertain any damages or defect in the premises and general condition of the premises and to record them in a list which is a three parties shall sign.

8.5 The Lessor shall within thirty (30) days of such inspection repair the defect(s), failing which the lessee may be entitled to rectify those defects as its own expense and to recover the costs thus incurred in accordance with procedure laid down in sub-clause 8.1 above.

8.6 Should the lessor fail to comply with his obligations in respect of installations required by the lessee, if any, or fail to repair the damages or defect(s), he lessee shall notify the lessor of such failure and unless the lessor so complies within fourteen (14) days, save in emergencies, the lessee shall be entitled to rectify those matters at his own expense and to recover the costs thus Incurred by means of direct deduction from monies due to the lessor.

8.7 The lessor shall furnish dates and times at least fourteen (14) working days prior to the expiry of the lease for inspection of the premises after termination of the lease within fourteen (14) days after expiry of this agreement. Within fourteen (14) working days after expiry of this agreement, the lessor shall ensure that the following lists are compiled and delivered to the lessee:

8.7.1 A list of all items where the parties agree that such items are damaged or defective and that the lessee is liable; and

8.7.2 A list of the items where the damaged or defective and which in the opinion of the lessor and lessee is liable for, whereas the lessee denies liability.

8.8 The items recorded in the list contemplated in clause 8.7.2 shall be replaced as per agreement between the parties. Should parties fail to reach an agreement within seven (7) days from the date of delivery of the lists to the lessee, the dispute may by agreement between the parties be referred to an independent professional who shall act as a mediator in an attempt to resolve dispute.

8.9 The lessee shall be liable for a pro rata rental in the event the premises/part of the premises are not available for use.

9 FIXTURES

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

9.2 Fixtures may be removed by the lessee on condition that the premises are resorted to the condition in which they were before the installation of the fixtures, fair wear and tear excepted; or

9.3 The lessor may demand that fixtures which have not been thus removed, shall be removed by the lessee, in which event the same requirement regarding the restoration of the premises 9.2 above shall apply.

10 EXPENSES, MAINTENANCE AND REPAIRS

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

10.2 The lessor shall be responsible for contracting the suppliers of utilities to the premises referred to in clause 10.1 above and shall be directly responsible for payment of these charges and any connection fees and deposits in respect thereof.

10.3 The lessee shall be responsible for and will pay the cost of utilities (water and electricity) consumed on the premises, cleaning and security on the premises for the duration of this agreement. Water and electricity shall be charged according to the relevant meter reading, provided that the consumption thereof shall be proved prima facie by reading meters or sub-meters and recording same. The lessor shall be responsible for contracting with the suppliers of utilities to premises referred to in this clause and shall be directly responsible for payment of these charges and any connection and deposits in respect thereof.

10.4 In the event of the premises being a portion of a building and it consequently being necessary to determine the lessee's pro rata share in respect of maintenance or consumption of necessary service, the pro rata share of the lessee, for the purpose of this agreement, shall be determined by calculating the area of the premises as a fraction of the total area of the building.

10.5 Should the lessor fail to pay expenses or to undertake repairs for which the lessor is liable in terms of this agreement, the lessee may remind the lessor in writing, and should the lessor still be in default 30 days after receipt of such reminder (or such longer period which the parties may have agreed upon) the lessee shall be entitled to demand specific performance or to pay such expenses or to undertake such repairs (if and to the extent agreed between the parties) and to recover the amounts thus disbursed from rental due to the lessor by set off or by legal action. A certificate by the lessee of such expenses shall be *prima facie* proof thereof.

11 OBLIGATIONS OF THE LESSOR

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

11.1.1 For the payment of assessment rate and fixed municipal levies not referred to in 10.4 above, including all related increases;

11.1.2 For insuring the premises, including the buildings as provided for in clause 13 below;

11.1.3 For installation and maintenance of mechanical and fire services equipment, including fire detection equipment, fair wear and tear excepted, as further stipulated in clause 14 hereof;

11.1.4 For landscape maintenance of the premises;

11.1.5 To provide, at the Lessor's expense, all electric, fluorescent, and incandescent light bulbs required on the property;

11.1.6 For the maintenance of, and for all repairs and replacements becoming necessary from time to time in or to, the roofs and outside walls of the buildings including the maintenance and repairs of the structure of the buildings including the maintenance and repairs of the structure of the buildings, and all systems, works and installations contained therein;

11.1.7 For maintaining in good order and condition the exterior, roof, gutters and down-pipes of the premises and shall make good any structural defects, other that damage caused by the lessee, (for which the lessee shall be liable, and in respect of which the provisions of this agreement shall apply);

11.1.8 For normal maintenance and repair (including painting) of both the exterior and interior of the premises, including the cleaning of the exterior of the premises as well as windows, in high rise building;

11.1.9 For the operation (including maintenance and repairs) of the air-conditioning system and the lifts during normal office hours or during such times as may be agreed upon;

11.1.10 For water and electricity consumption to the extent that these are not separately metre for the occupant;

11.1.11 For municipal rates (existing and future) levied on ownership (including rates increases)

11.1.12 For installation and maintenance of the fire extinguishing and fire detection equipment as stipulated in clause 13;

11.1.13 For the replacement of floor covering (carpeting etc.) at the expiry of their agreed lifetime.

11.1.14 For submission of valid annual tax certificate;

11.1.15 Compliance with Occupational Health and Safety and Act;

11.1.16 Compliance with Department of Labour applicable standards annually - Certification of Occupation

11.1.17 Quarterly fumigation of the premises. Without prejudice to any rights and/or remedies available to the lessor in terms of this agreement, where any losses, expenses, costs, damages or breakages are attributable to any act or omission of the lessee and/or negligence or wilful intent of the lessee, the lessor shall be entitled to attend to the necessary and recover the reasonable cost thereof from the lessee.

11.1.18 Signing of Facilities Management Performance Schedule specifying maintenance standards and obligations.

12 OBLIGATIONS OF THE LESSEE

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

12.1.1 Not use premises or allow them to be used, in whole or part, for any purpose other than that of the legitimate government business;

12.1.2 Take good and proper care of the interior of the buildings;

12.1.3 Be responsible for all reasonable security, manned or otherwise, necessary to protect the premises;

12.1.4 Not cause or commit any unreasonable nuisance on the premises on the premises or cause any annoyance or discomfort to neighbours or the public;

12.1.5 Not unreasonably leave refuse to allow it to accumulate in or about premises;

12.1.6 Refrain from interfering with electrical, plumbing, or gas installation or systems serving the premises;

12.1.7 Take all reasonable measure to prevent blockages and obstructions from occurring in drains, sewerage pipes and water pipes serving the premises;

12.1.8 At all times comply with any law, by law or regulation of the local authority relating to the conduct of its business at the premises and also with the conditions of the title deed under which the premises are held by the lessor;

12.1.9 Be permitted to place such electrical or other signage on the exterior of the premises as it may reasonably;

12.1.10 Forthwith disclose in writing to the lessor details of any act, matter or thing, stored or carried out upon the premises which may affect, vitiate or endanger the fire insurance policy in respect of the property or which may result in an increase of the fire insurance premium;

12.1.11 Undertake domestic cleaning of the interior of the premises, including domestic services such as the provision of toilet paper, soap, towels, etc.; excluding common areas; and

12.1.12 Be responsible for the cost of sanitary services.

13 INSURANCE

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

13.2 The lessee and the occupant may not after commencement of the lease do, or allow anything that is contrary to the provision of the insurance policy which will cause an increase in the premiums of any insurance policy held by the lessor over the property, provided that the conditions or the insurance policy will be communicated in writing to the lessee. The lessor will communicate the conditions or insurance policy on the premises in writing to the lessee within seven (7) days of the commencement of the lease agreement.

13.3 Should the lessee knowingly do or cause to be done anything that causes an increase in the premiums of such insurance policy, the lessee will be liable for the increase in the premiums occasioned by the actions of the lessee. The lessor shall furnish to the lessee proof from the insurer of such increase any payment shall be due from the lessee.

13.4 The lessor shall not be liable for any damage which the lessee may suffer as a consequence of rain, wind, hail, lighting, fire, earthquake, storm, riots, strikes, actions by enemies of the State or in consequence of the interruption of any facility or services supplies to the premises by third parties, unless such damage could have been prevented by the lessor, his employees or agents.

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

14 FIRE FIGHTING EQUIPMENT AND LIFTS

14.1 The lessor shall be obligated to install, maintain and operate on the premises fire extinguishing and fire detection equipment complying with the national building, and/or any other applicable legislation.

14.2 The lessor shall be obliged to maintain the fire extinguishers and ensure that regular checks done on the fire extinguishers.

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

15 ALTERATIONS, ADDITIONS AND IMPROVENTS

15.1 The lessee shall not make any alterations or additions to any of the building, the premises or any part thereof. Without the Lessor's prior written consent, but the lessor shall not withhold its consent unreasonably to any such alterations or addition.

15.2 In the event that the lessee does make any such prohibited alterations or additions, it is agreed between the parties that such alterations and/or additions shall become an immovable part of the respective building or premises to which it is made and shall thus be owned by the lessor. When alterations or additions has added value to the buildings, the lessor shall negotiate with the lessee on the monetary amount to be paid to the lessee for making such alterations or additions.

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

16 DAMAGE TO OR DESTRUCTION OF THE PREMISES

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

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

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

16.4 Should there be any dispute as to the extent to which the premises are unfit for occupation and capable of being used for the purpose for which they are let, the dispute shall be referred to an expect and not as an arbiter, and whose decision shall be final and binding on the parties. The parties shall be, failing which they expect shall be appointed by the chairperson of the Law Society of South Africa or his delegate.

17 BREACH

17.1 Subject to any specific provision in this agreement to the contrary, should:

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

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

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

18 MANAGEMENT RULES

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

19 LESSOR'S RIGHTS OF ENTRY AND CARRYING OUT WORKS

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

20 NAMING RIGHTS

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

21 CESSION, ASSIGNMENT AND SUB-LETTING

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

21.1.1 Cede or assign all or any of the rights and obligations of the lessee under his agreement; or

21.1.2 Sublet the premises in whole or in part; or

21.1.3 Give up possession of the premises or any portion thereof to any third party;

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

22 NON-WAIVER

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

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

23 RIGHT OF FIRST REFUSAL

23.1 The lessor hereby grants to the lessee and the lessee hereby accepts the rights of first refusal to purchase the property.

23.2 Pursuant to the right granted by the lessor in favour of the lessee in 21.1, the lessor shall not dispose of any part or whole of the property at any time except in accordance with the following:

23.2.1 If the lessor intends to so dispose, the lessor shall deliver to the lessee a written notice offering ("the offer notice") so to dispose. To the lessee at a consideration (which shall sound in money currency) and on such terms as may be stipulated in the offer notice; and on such terms as may be stipulated in the offer notice; and

23.2.2 The lessee may, at any time within 60 days after the receipt of the offer, accept it by giving written to the lessor to that effect.

23.3 If the lessee does not accept the offer within the period aforesaid, the lessor may dispose of the property on terms no more favourable than the terms contained in the offer notice within a period of 90 (ninety) days after the lessee has rejected the offer, where after the lessor shall again be obliged to follow the procedure in clause.

23.4 Should the lessee not exercise its right of first refusal in relation to the property or in relation to any rights thereto or pursuant thereto, the relevant acquire shall acquire the property free of the right of first refusal contained in this clause.

24 SALE OF PREMISES

24.1 Transfer of the ownership of premises from the lessor to a third party pursuant to a sale thereof shall not in any way affect the validity of this agreement. It shall accordingly, upon registration of transfer of the premises into the name of the purchaser, remain of full force and effect save that the purchaser shall be substituted as lessor, as lessor, enjoyed against or was liable to fulfil in favour of the lessee in terms of this agreement.

24.2 Nothing shall prevent the lessor from advertising the premises as "for sale" or as "to let" as long as it does not disturb the lessee in its use and enjoyment of the premises an any activities which the lessor undertakes are undertaken on reasonable notice to the occupant.

25 WHOLE AGREEMENT

25.1 This is the entire agreement between the parties.

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

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

26 DOMICILIUM CITANDI ET EXECUTANDI

26.1 The parties respectively choose as domicilium citandi et executandi and as the address for the serving of notices, the address appearing below:

LESSOR:	LESSEE:
Physical Address:	Physical Address:
Postal Address:	Postal Address:
Telephone Number:	Telephone Number:
Email Address:	Email Address:

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

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

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

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

27 WARRANTY OF AUTHORITY

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

28 SEVERABILITY

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

Signed at:	**MMABATHO**	**Date:**	
Signed on behalf of the **DEPARTMENT OF** Signature: _____			
Full Name:			
Designation:	**HEAD OF DEPARTMENT**		
	(Who warrants that he is duly authorized by virtue of his position)		
As Witnesses:	1.	2.	

Signed at:		**Date:**	
Signed on behalf of the Signature: _____			
Full Name:			
Designation:	**DIRECTOR**		
	(Who warrants that she is duly authorized by virtue of his/her position)		
As Witnesses:	1.	2.	

SCHEDULE A

1. Name of the lessor :
2. Name of the lessee :
3. Property leased :
4. Lease period :
5. Commencement date :
6. Commencement rental :
7. Escalation rate :
8. Adjustment dates :
9. Termination date :
10. Use of property : **Office Accommodation**

SCHEDULE B

Year 1

Description	Nr/Area leased	Unit	Rate per m	Start date	End date	Total monthly rent (excluding VAT)	VAT Amount @ 15%	Total Monthly Rent (incl VAT)
Office space		m^2						
Covered Parking		bays						
						Total monthly rent		

Year 2

Description	Nr/Area leased	Unit	Base Rent/unit	Start date	End date	Total monthly rent (excluding VAT)	VAT Amount @ 15%	Total Monthly Rent (incl VAT)
Offices space		m^2						
Covered Parking		bays						
						Total monthly rent		

Year 3

Description	Nr/Area leased	Unit	Base Rent/unit	Start date	End date	Total monthly rent (excluding VAT)	VAT Amount @ 15%	Total Monthly Rent (incl VAT)
Office space		m^2						
Covered Parking		bays						
						Total monthly rent		
						TOTAL LEASE COST		

STANDARD LEASE AGREEMENT

FOR

OFFICE AND FUNCTIONAL ACCOMMODATION

BUILDING NAME AND ADDRESS:

XXXXNXNXNXN KDJA FAKJFHKAF DKAJHFJHAFAHKDKHFD

CLIENT NAME:

XXXXNXNXNXN KDJA FAKJFHKAF DKAJHFJHAFAHKDKH

FILE NO:

XXXXNXNXNXN KDJA FAKJFHKAF DKAJHFJHAFAHKDKHFD



public works & roads

Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

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LEASE

1 PARTIES

The parties to this agreement are:

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

and

the North West Provincial Department of .....

, herein represented by the Head of Department or his/ her duly authorised delegate, (hereinafter referred to as the "lessee").

2 DEFINITIONS AND INTERPRETATION

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

"Adjustment date" – lapse of a period of twelve (12) month, on which the escalated rate comes into effect;

"The agreement" – means this lease agreement together with any schedules annexed thereto;

"Building" – the entire structure known as **XYZ Building**, situated at **No.1 Cnr ABC and DEF Streets, Mafikeng;**

"Commencement date" – means the date this agreement shall come into effect;

"Escalation rate" – the (%) percentages, which adjusts the rental on every adjustment date;

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

"Lessee" – means the North West Department of _____

"Lessor" – the owner of the premises is he/she does not sign personally, is herein represented by the director who warrants that s/he is authorised to sign this agreement on behalf of the lessor;

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

"Parties" – means both the lessee and the lessor;

"Premises" – the building and/or the structure and/or the land, or portions thereof, including [redacted] parking bays, which is situated at [redacted], which form the subject of this agreement;

"Repairs" – everything which is required to be done in order to achieve the same goal as that envisaged in the definition of "maintenance" but which requires more labour and more expense than maintenance, such as the replacement of cables, taps, locks, floor tiles, geysers and the like.

"Signature date" – the date stipulated of this agreement by the party which signs last in time;

"Termination date" – means the expiry of a period of 3 years;

"VAT" – Value-added Tax in terms of the Value Added Tax Act No. 89 Of 1991 as amended;

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

2.3 If a provision in a definition is substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive provision in the body of the agreement, notwithstanding that it is in the definitions clause.

2.4 Any reference to an enactment, regular, rule or by-law is to that enactment, regulation, rule or by law as at the signature date and as amended or replaced from time to time.

2.5 Where any number of days is prescribed, such number shall exclude the first and include the last day, unless the last day falls on a Saturday, Sunday or Public Holiday in South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday.

2.6 The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording succeeding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example/s.

2.7 The expiration or termination of this agreement shall not affect those provisions of this agreement which expressly provide that they will operate after any such expiration or termination or which of necessary must continue to have effect after such expiration or termination, notwithstanding the fact that the clauses themselves do not expressly provide this.

2.8 In its interpretation, the *contra proferentem* rule of construction shall not apply (this agreement be the product of negotiations between the parties) nor shall this agreement be construed in favour of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation on this agreement.

3 THE LEASE

3.1 The lessor hereby leases the premises to the lessee who hires the premises on the terms and conditions set out in this agreement, it being specifically recorded and notwithstanding anything to the contrary contained in this agreement, that the only persons who are mandated to negotiate, enter into, amend or otherwise agree the terms and conditions of this agreement are lessor and lessee;

4 DURATION AND RENEWAL

4.1 This agreement shall commence on the commencement date and shall endure for the period (start date) and shall continue to run for a period of three (3) years.

4.2 Upon the expiry of the initial lease period, the lessee shall have the option of renewing this agreement for an additional period as the secondary lease period upon the terms and conditions contained in this agreement provided that in respect of rental payable from the date on which the secondary lease period commences ("the renewal date"), the parties will be based on an escalation rate which is not higher that the increased rate of the last period of the agreement.

4.3 The lessee shall give written notice to the lessor of its intention to exercise the option renew this agreement (refer to in clause 4.2 above) by no later than 3 months prior to the expiry of the initial lease period.

4.4 On expiry of the first period and upon receipt of a written notice from the lessee in terms of clause 3 above, the terms of the contract shall remain for the duration of the extension exercised by the lessee unless otherwise agreed to in writing.

4.5 On expiry of the secondary lease period, the lease shall automatically terminate unless the parties agree in writing to a further extension of this agreement.

4.6 The terms and conditions of lease during the secondary lease period and any further lease period as referred to in 4.5 shall be those contained in this agreement.

5 THE RENTAL

5.1 During the initial rental period, with effect from the commencement date, the monthly rental payable by the lessee to the lesser shall be R _____ (in words _____) VAT included.

5.2 Thereafter the rental shall escalate each year, one each anniversary date of the lease, in accordance with the escalation rate of _____% (in words _____ percent), per annum.

5.3 The rental shall be paid by the lessee to the lesser, upon submission of an invoice every month, according to Schedule B of this agreement.

5.4 All payments made by the lessee to the lesser in terms of this agreement, shall be effected by electronic payment directly into the lesser nominated bank account.

5.5 The parties agree that all rental payable in terms of this agreement shall include value-added tax where such tax is payable. The lesser shall specify such as tax for record and tax purposes separately from basic rental.

5.6 The lessee undertakes to pay all VAT, at the standard rate applicable from time to time, leviable on any amounts payable by the lessee in terms of this agreement.

5.7 The lessor shall be liable to pay all rates, taxes, and other regulatory amounts and the levies in respect of the premises to the relevant authority as well as any expenses and increases.

6 USE OF PREMISES

6.1 The lessee records that the premises shall be used for any legitimate Government purpose.

6.2 The lessor hereby warrants and undertakes that the premises are fit for us for purpose set out in clause 6.1.

6.3 The lessor shall be obliged to such consents and authorisations (excluding trade and other licences) as may be required by competent authorities or title conditions to enable the lessee to use the premises for the purpose referred to in 6.1

6.4 The lessor herby warrants that all permits, licence and / or consents in respect of the conduct of the business at the premises have been granted and / or renewed.

7 OCCUPATION OF THE PREMISES

7.1 The lessor warrants the lessee's right to free and undisturbed possession of the premises from the commencement date until termination of this agreement.

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

8.1 The lessor shall be responsible for installing disability ramps, toilets, servicing of air conditioners, maintenance of the building and ensure compliance with occupational health and safety, together with National Building Regulations' requirements.

8.2 Should the Lessor fail to comply with the clause 8.1, lessee may have such installations made at the reasonable cost thereof and the party which was responsible for such installation shall become liable for such amount; provided that where the lessor does not make such installation and the lessee makes such installation on its behalf, the lessee shall be entitled to reduce its rental payment due to the lessor until such time as it has recouped its costs in respect of making the installation on behalf of the lessor.

8.3 The lessee shall in writing issue a Certificate of Occupation, in which Lessee accept the lessor has complied with terms of the agreement and that the Building is ready and available and ready to use, inclusive of the date of occupation.

8.4 The lessee shall, within 30 days of occupation of the premises, furnish the lessor with three (3) dates and times, which dates must be within thirty-one (31) days of occupation, to convene a meeting to inspect the premises, so as to ascertain any damages or defect in the premises and general condition of the premises and to record them in a list which is a three parties shall sign.

8.5 The Lessor shall within thirty (30) days of such inspection repair the defect(s), failing which the lessee may be entitled to rectify those defects as its own expense and to recover the costs thus incurred in accordance with procedure laid down in sub-clause 8.1 above.

8.6 Should the lessor fail to comply with his obligations in respect of installations required by the lessee, if any, or fail to repair the damages or defect(s), he lessee shall notify the lessor of such failure and unless the lessor so complies within fourteen (14) days, save in emergencies, the lessee shall be entitled to rectify those matters at his own expense and to recover the costs thus Incurred by means of direct deduction from monies due to the lessor.

8.7 The lessor shall furnish dates and times at least fourteen (14) working days prior to the expiry of the lease for inspection of the premises after termination of the lease within fourteen (14) days after expiry of this agreement. Within fourteen (14) working days after expiry of this agreement, the lessor shall ensure that the following lists are compiled and delivered to the lessee:

8.7.1 A list of all items where the parties agree that such items are damaged or defective and that the lessee is liable; and

8.7.2 A list of the items where the damaged or defective and which in the opinion of the lessor and lessee is liable for, whereas the lessee denies liability.

8.8 The items recorded in the list contemplated in clause 8.7.2 shall be replaced as per agreement between the parties. Should parties fail to reach an agreement within seven (7) days from the date of delivery of the lists to the lessee, the dispute may by agreement between the parties be referred to an independent professional who shall act as a mediator in an attempt to resolve dispute.

8.9 The lessee shall be liable for a pro rata rental in the event the premises/part of the premises are not available for use.

9 FIXTURES

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

9.2 Fixtures may be removed by the lessee on condition that the premises are resorted to the condition in which they were before the installation of the fixtures, fair wear and tear excepted; or

9.3 The lessor may demand that fixtures which have not been thus removed, shall be removed by the lessee, in which event the same requirement regarding the restoration of the premises 9.2 above shall apply.

10 EXPENSES, MAINTENANCE AND REPAIRS

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

10.2 The lessor shall be responsible for contracting the suppliers of utilities to the premises referred to in clause 10.1 above and shall be directly responsible for payment of these charges and any connection fees and deposits in respect thereof.

10.3 The lessee shall be responsible for and will pay the cost of utilities (water and electricity) consumed on the premises, cleaning and security on the premises for the duration of this agreement. Water and electricity shall be charged according to the relevant meter reading, provided that the consumption thereof shall be proved prima facie by reading meters or sub-meters and recording same. The lessor shall be responsible for contracting with the suppliers of utilities to premises referred to in this clause and shall be directly responsible for payment of these charges and any connection and deposits in respect thereof.

10.4 In the event of the premises being a portion of a building and it consequently being necessary to determine the lessee's pro rata share in respect of maintenance or consumption of necessary service, the pro rata share of the lessee, for the purpose of this agreement, shall be determined by calculating the area of the premises as a fraction of the total area of the building.

10.5 Should the lessor fail to pay expenses or to undertake repairs for which the lessor is liable in terms of this agreement, the lessee may remind the lessor in writing, and should the lessor still be in default 30 days after receipt of such reminder (or such longer period which the parties may have agreed upon) the lessee shall be entitled to demand specific performance or to pay such expenses or to undertake such repairs (if and to the extent agreed between the parties) and to recover the amounts thus disbursed from rental due to the lessor by set off or by legal action. A certificate by the lessee of such expenses shall be *prima facie* proof thereof.

11 OBLIGATIONS OF THE LESSOR

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

11.1.1 For the payment of assessment rate and fixed municipal levies not referred to in 10.4 above, including all related increases;

11.1.2 For insuring the premises, including the buildings as provided for in clause 13 below;

11.1.3 For installation and maintenance of mechanical and fire services equipment, including fire detection equipment, fair wear and tear excepted, as further stipulated in clause 14 hereof;

11.1.4 For landscape maintenance of the premises;

11.1.5 To provide, at the Lessor's expense, all electric, fluorescent, and incandescent light bulbs required on the property;

11.1.6 For the maintenance of, and for all repairs and replacements becoming necessary from time to time in or to, the roofs and outside walls of the buildings including the maintenance and repairs of the structure of the buildings including the maintenance and repairs of the structure of the buildings, and all systems, works and installations contained therein;

11.1.7 For maintaining in good order and condition the exterior, roof, gutters and down-pipes of the premises and shall make good any structural defects, other that damage caused by the lessee, (for which the lessee shall be liable, and in respect of which the provisions of this agreement shall apply);

11.1.8 For normal maintenance and repair (including painting) of both the exterior and interior of the premises, including the cleaning of the exterior of the premises as well as windows, in high rise building;

11.1.9 For the operation (including maintenance and repairs) of the air-conditioning system and the lifts during normal office hours or during such times as may be agreed upon;

11.1.10 For water and electricity consumption to the extent that these are not separately metre for the occupant;

11.1.11 For municipal rates (existing and future) levied on ownership (including rates increases)

11.1.12 For installation and maintenance of the fire extinguishing and fire detection equipment as stipulated in clause 13;

11.1.13 For the replacement of floor covering (carpeting etc.) at the expiry of their agreed lifetime.

11.1.14 For submission of valid annual tax certificate;

11.1.15 Compliance with Occupational Health and Safety and Act;

11.1.16 Compliance with Department of Labour applicable standards annually - Certification of Occupation

11.1.17 Quarterly fumigation of the premises. Without prejudice to any rights and/or remedies available to the lessor in terms of this agreement, where any losses, expenses, costs, damages or breakages are attributable to any act or omission of the lessee and/or negligence or wilful intent of the lessee, the lessor shall be entitled to attend to the necessary and recover the reasonable cost thereof from the lessee.

11.1.18 Signing of Facilities Management Performance Schedule specifying maintenance standards and obligations.

12 OBLIGATIONS OF THE LESSEE

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

12.1.1 Not use premises or allow them to be used, in whole or part, for any purpose other than that of the legitimate government business;

12.1.2 Take good and proper care of the interior of the buildings;

12.1.3 Be responsible for all reasonable security, manned or otherwise, necessary to protect the premises;

12.1.4 Not cause or commit any unreasonable nuisance on the premises on the premises or cause any annoyance or discomfort to neighbours or the public;

12.1.5 Not unreasonably leave refuse to allow it to accumulate in or about premises;

12.1.6 Refrain from interfering with electrical, plumbing, or gas installation or systems serving the premises;

12.1.7 Take all reasonable measure to prevent blockages and obstructions from occurring in drains, sewerage pipes and water pipes serving the premises;

12.1.8 At all times comply with any law, by law or regulation of the local authority relating to the conduct of its business at the premises and also with the conditions of the title deed under which the premises are held by the lessor;

12.1.9 Be permitted to place such electrical or other signage on the exterior of the premises as it may reasonably;

12.1.10 Forthwith disclose in writing to the lessor details of any act, matter or thing, stored or carried out upon the premises which may affect, vitiate or endanger the fire insurance policy in respect of the property or which may result in an increase of the fire insurance premium;

12.1.11 Undertake domestic cleaning of the interior of the premises, including domestic services such as the provision of toilet paper, soap, towels, etc.; excluding common areas; and

12.1.12 Be responsible for the cost of sanitary services.

13 INSURANCE

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

13.2 The lessee and the occupant may not after commencement of the lease do, or allow anything that is contrary to the provision of the insurance policy which will cause an increase in the premiums of any insurance policy held by the lessor over the property, provided that the conditions or the insurance policy will be communicated in writing to the lessee. The lessor will communicate the conditions or insurance policy on the premises in writing to the lessee within seven (7) days of the commencement of the lease agreement.

13.3 Should the lessee knowingly do or cause to be done anything that causes an increase in the premiums of such insurance policy, the lessee will be liable for the increase in the premiums occasioned by the actions of the lessee. The lessor shall furnish to the lessee proof from the insurer of such increase any payment shall be due from the lessee.

13.4 The lessor shall not be liable for any damage which the lessee may suffer as a consequence of rain, wind, hail, lighting, fire, earthquake, storm, riots, strikes, actions by enemies of the State or in consequence of the interruption of any facility or services supplies to the premises by third parties, unless such damage could have been prevented by the lessor, his employees or agents.

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

14 FIRE FIGHTING EQUIPMENT AND LIFTS

14.1 The lessor shall be obligated to install, maintain and operate on the premises fire extinguishing and fire detection equipment complying with the national building, and/or any other applicable legislation.

14.2 The lessor shall be obliged to maintain the fire extinguishers and ensure that regular checks done on the fire extinguishers.

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

15 ALTERATIONS, ADDITIONS AND IMPROVENTS

15.1 The lessee shall not make any alterations or additions to any of the building, the premises or any part thereof. Without the Lessor's prior written consent, but the lessor shall not withhold its consent unreasonably to any such alterations or addition.

15.2 In the event that the lessee does make any such prohibited alterations or additions, it is agreed between the parties that such alterations and/or additions shall become an immovable part of the respective building or premises to which it is made and shall thus be owned by the lessor. When alterations or additions has added value to the buildings, the lessor shall negotiate with the lessee on the monetary amount to be paid to the lessee for making such alterations or additions.

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

16 DAMAGE TO OR DESTRUCTION OF THE PREMISES

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

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

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

16.4 Should there be any dispute as to the extent to which the premises are unfit for occupation and capable of being used for the purpose for which they are let, the dispute shall be referred to an expect and not as an arbiter, and whose decision shall be final and binding on the parties. The parties shall be, failing which they expect shall be appointed by the chairperson of the Law Society of South Africa or his delegate.

17 BREACH

17.1 Subject to any specific provision in this agreement to the contrary, should:

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

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

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

18 MANAGEMENT RULES

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

19 LESSOR'S RIGHTS OF ENTRY AND CARRYING OUT WORKS

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

20 NAMING RIGHTS

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

21 CESSION, ASSIGNMENT AND SUB-LETTING

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

21.1.1 Cede or assign all or any of the rights and obligations of the lessee under his agreement; or

21.1.2 Sublet the premises in whole or in part; or

21.1.3 Give up possession of the premises or any portion thereof to any third party;

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

22 NON-WAIVER

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

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

23 RIGHT OF FIRST REFUSAL

23.1 The lessor hereby grants to the lessee and the lessee hereby accepts the rights of first refusal to purchase the property.

23.2 Pursuant to the right granted by the lessor in favour of the lessee in 21.1, the lessor shall not dispose of any part or whole of the property at any time except in accordance with the following:

23.2.1 If the lessor intends to so dispose, the lessor shall deliver to the lessee a written notice offering ("the offer notice") so to dispose. To the lessee at a consideration (which shall sound in money currency) and on such terms as may be stipulated in the offer notice; and on such terms as may be stipulated in the offer notice; and

23.2.2 The lessee may, at any time within 60 days after the receipt of the offer, accept it by giving written to the lessor to that effect.

23.3 If the lessee does not accept the offer within the period aforesaid, the lessor may dispose of the property on terms no more favourable than the terms contained in the offer notice within a period of 90 (ninety) days after the lessee has rejected the offer, where after the lessor shall again be obliged to follow the procedure in clause.

23.4 Should the lessee not exercise its right of first refusal in relation to the property or in relation to any rights thereto or pursuant thereto, the relevant acquire shall acquire the property free of the right of first refusal contained in this clause.

24 SALE OF PREMISES

24.1 Transfer of the ownership of premises from the lessor to a third party pursuant to a sale thereof shall not in any way affect the validity of this agreement. It shall accordingly, upon registration of transfer of the premises into the name of the purchaser, remain of full force and effect save that the purchaser shall be substituted as lessor, as lessor, enjoyed against or was liable to fulfil in favour of the lessee in terms of this agreement.

24.2 Nothing shall prevent the lessor from advertising the premises as "for sale" or as "to let" as long as it does not disturb the lessee in its use and enjoyment of the premises an any activities which the lessor undertakes are undertaken on reasonable notice to the occupant.

25 WHOLE AGREEMENT

25.1 This is the entire agreement between the parties.

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

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

26 DOMICILIUM CITANDI ET EXECUTANDI

26.1 The parties respectively choose as domicilium citandi et executandi and as the address for the serving of notices, the address appearing below:

LESSOR:	LESSEE:
Physical Address:	Physical Address:
Postal Address:	Postal Address:
Telephone Number:	Telephone Number:
Email Address:	Email Address:

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

26.2.1 Is delivered by hand to a responsible person during ordinary hours at the physical address chosen as the addressee's domicilum citandi shall be deemed to have been received by the addressee on the date of the delivery, until the contrary is provided;

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

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

27 WARRANTY OF AUTHORITY

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

28 SEVERABILITY

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

Signed at:	**MMABATHO**	**Date:**	
Signed on behalf of the **DEPARTMENT OF** Signature: _____			
Full Name:			
Designation:	**HEAD OF DEPARTMENT**		
	(Who warrants that he is duly authorized by virtue of his position)		
As Witnesses:	1.	2.	

Signed at:		**Date:**	
Signed on behalf of the Signature: _____			
Full Name:			
Designation:	**DIRECTOR**		
	(Who warrants that she is duly authorized by virtue of his/her position)		
As Witnesses:	1.	2.	

SCHEDULE A

1. Name of the lessor :
2. Name of the lessee :
3. Property leased :
4. Lease period :
5. Commencement date :
6. Commencement rental :
7. Escalation rate :
8. Adjustment dates :
9. Termination date :
10. Use of property : **Office Accommodation**

SCHEDULE B

Year 1

Description	Nr/Area leased	Unit	Rate per m	Start date	End date	Total monthly rent (excluding VAT)	VAT Amount @ 15%	Total Monthly Rent (incl VAT)
Office space		m^2						
Covered Parking		bays						
						Total monthly rent		

Year 2

Description	Nr/Area leased	Unit	Base Rent/unit	Start date	End date	Total monthly rent (excluding VAT)	VAT Amount @ 15%	Total Monthly Rent (incl VAT)
Offices space		m^2						
Covered Parking		bays						
						Total monthly rent		

Year 3

Description	Nr/Area leased	Unit	Base Rent/unit	Start date	End date	Total monthly rent (excluding VAT)	VAT Amount @ 15%	Total Monthly Rent (incl VAT)
Office space		m^2						
Covered Parking		bays						
						Total monthly rent		
						TOTAL LEASE COST		

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for Insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.