

Bid No:JHB 23/25

CLOSING DATE:

17 August 2023 @ 11:00

ADVERT DATE:

28 July 2023

**Service: Johannesburg Regional Office:
Procurement of new 100 secured parking bays
for The Family Court in Johannesburg:
Department of Justice and Constitutional
Development: Lease for a period of five years.**

DOCUMENT WILL BE SOLD AT A

NON-REFUNDABLE

DEPOSIT OF R200-00 CASH PER SET

Bidder's Obligations:

- 1. In terms of National Treasury Circular No.3 of 2015/2016 all Service Providers who intend to do business with Government are to register on (CSD) Central Supplier database, failure will result in disqualification.**
- 2. All certificates are verified with issuing Institutions.**
- 3. Submission of invalid certificates will result in instant disqualification.**
- 4. Submission of fraudulent certificates will result in instant disqualification and reporting the supplier to National Treasury for imposition of restriction to do business with the State.**

Enquiries:

Mr. Nqaba Shongwe – (011) 713-6177

& cell no: 071 206 4207

Or

Mr. Dan Magogodi – (011) 713-6157



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**TENDER INVITATION FOR THE LETTING OF
100 PARKING BAYS FOR THE DEPARTMENT OF JUSTICE AND
CONSTITUTIONAL DEVELOPMENT (FAMILY COURT).
TENDER NUMBER: JHB 23/25**

Prospective Bidders are invited for the supply and letting of parking to the Department of Public Works & Infrastructure, to be used by the Department of Justice and Constitutional Development Family Court the parking bays must be 100 secured parking bays. The expected lease period is five (5) years.

The parking should be located within Johannesburg Magistrate Court Vicinity not greater than 500m from the Johannesburg Magistrate Court, tender shall remain valid for eighty four (84) days from the closing date.

The existing premises must be in accordance with the Government standard specifications, the copy of which will be available with the tender documents. The Certificate of Electrical Wiring, Fire Fighting Regulations, Accessibility Regulation, Municipal by-laws, Certificate of Compliance with the Occupational Health and Safety Acts (OHSA) must be submitted. **All Bidders must comply with the attached centralised supplier database directive from National Treasury.**

The successful tenderer will be expected to submit the portfolio of the parking accompanied by photographs, for record purposes to the Department of Public Works & Infrastructure.

It is a condition of the bid that no bid submitted by brokers or agents will be considered unless accompanied by a "Mandate" signed by the owner of the property and containing the owner's details. No exceptions will be entertained in this regard. **NB: Comprehensive information entailing bid requirements is contained in the attached tender document.**

The relevant documents, which are subject to payment of **R 200.00** (Two hundred rands), can be collected from the Department of Public Works & Infrastructure, Procurement Section, Ground floor at the offices of the Gauteng Regional Manager at Mineralia building no 78, Corner de Korte & de Beer Street, Braamfontein 2017, if not can be downloaded from www.etenders.gov.za

Tenders close at 11:00 a.m on: 17 August 2023

Enquiries can be directed Mr. Nqaba Shongwe @ Tel (011) 713 6177

or
071 206 4207

Mr. M L Nelwamondo: 

Head: Leasing

Date: 27/07/2023

Ref No: JHB 23/25

PA-09 (LS): LIST OF RETURNABLE DOCUMENTS

Property description:	<i>Johannesburg Regional Office: Procurement of new 100 secured parking bays for The Family Court in Johannesburg: Department of Justice and Constitutional Development: Lease for a period of five years.</i>		
Property Manager:	Mr.Nqaba Shongwe	Bid / Quote no:	JHB 23/25
Receipt Number:			

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	Number of Pages:	Returnable document:
PA - 09 (LS): LIST OF RETURNABLE DOCUMENTS	02 Pages	<input checked="" type="checkbox"/>
PA - 32 INVITATION TO BID	02 Pages	<input checked="" type="checkbox"/>
PA - 04: NOTICE AND INVITATION TO BID	06 Pages	<input checked="" type="checkbox"/>
NEEDS ASSESSMENT	01 Pages	<input checked="" type="checkbox"/>
DPW - 08.1 (LS): BID OFFER OFFICE ACCOMMODATION	03 Pages	<input checked="" type="checkbox"/>
PA - 10 (LS): IMPORTANT CONDITIONS OF BID	01 Pages	<input checked="" type="checkbox"/>
	Pages	<input type="checkbox"/>
DPW - 11.1 (LS): SPECIFICATION OF MINIMUM REQUIREMENTS - OFFICE ACCOMMODATION	03 Pages	<input checked="" type="checkbox"/>
DPW - 12 (LS): COMPLIANCE WITH ALL THE ACTS, REGULATIONS & BY-LAWS GOVERNING THE BUILT ENVIRONMENT CERTIFICATE	01 Pages	<input checked="" type="checkbox"/>
PA - 15.1: RESOLUTION OF BOARD OF DIRECTORSPA	02 Pages	<input checked="" type="checkbox"/>
15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSOTIA OR JOINT VENTURES PA -	02 Pages	<input checked="" type="checkbox"/>
A - 15.3: SPECIAL RESOLUTION OF CONSOTIA OR JOINT VENTURES	03 Pages	<input checked="" type="checkbox"/>
PA - 16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	10 Pages	<input checked="" type="checkbox"/>
PA - 29: CERTIFICATE OF INDEPENDENT BID DETERMINATION	04 Pages	<input checked="" type="checkbox"/>
DPW - 06 (LS): STANDARD LEASE AGREEMENT (Example of lease to be signed by the successful Bidder after award)	31 Pages	<input checked="" type="checkbox"/>
PA - 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT	02 Pages	<input checked="" type="checkbox"/>
DECLARATION FOR SECURITY SCREENING	01 Pages	<input checked="" type="checkbox"/>
	Pages	<input checked="" type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>



Name of Bidder	Signature	Date
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PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)			
BID NUMBER:	JHB 23/25	CLOSING DATE:	17 August 2023
		CLOSING TIME:	11:00
DESCRIPTION	Johannesburg Regional Office: Procurement of new 100 secured parking bays for The Family Court in Johannesburg; Department of Justice and Constitutional Development: Lease for a period of five years;		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
Mineralia Building			
78 De Korte str- Braamfontein			
OR POSTED TO:			
Private Bag X3			
Braamfontein-2017			
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			
	TCS PIN:	OR	CSD No:
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (1ALL APPLICABLE TAXES)	R
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMED: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer**.
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR PROVISION OF:

Property description:	<i>Johannesburg Regional Office: Procurement of new 100 secured parking bays for The Family Court in Johannesburg: Department of Justice and Constitutional Development: Lease for a period of five years.</i>		
Bid no:	JHB 23/25		
Advertising date:	28 July 2023	Closing date:	17 August 2023
Closing time:	11:00	Validity period:	84 days

2. RESPONSIVENESS CRITERIA

4.1 Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder **shall** result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid.
4	<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database.
5	<input checked="" type="checkbox"/>	The (DPWI-08 (LS)): Bid offer must be clearly completed by the bidder, with clear specification of the financial offer in terms of rental and tenant installation allowance offered by the bidder. The offer should be submitted as per the bid questionnaire which forms part of the bid documents.
6	<input checked="" type="checkbox"/>	The building must be within the geographic boundaries specified in the bid documents.
7	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
8	<input type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
9	<input checked="" type="checkbox"/>	An agent may bid on behalf of the owner of the Property but the responsiveness of the bid only measured on the owner/real owner of the property. No responsive points or functionality points will be given to the owner unless he/she is buying a property. A copy of the mandate from the owner must be submitted with the bid documents or in case of prospective buyer the signed purchased agreement with a Title deed of the owner must be submitted. Title deed will be required if the tenderer owns the building
10	<input checked="" type="checkbox"/>	<i>Proof of ownership of the property is required (i.e; Title deeds, windeed doc, bank statement, etc)</i> <i>*A signed lease agreement is required should the parkings not belong to the bidder.</i>
11	<input checked="" type="checkbox"/>	<i>* Parking offered should be 100 parking bays.</i>
12	<input checked="" type="checkbox"/>	<i>*The parking must be within the geographic boundaries specified in the bid documents.</i> <i>*Bidders should score a minimum of 50% from each Functionality criteria.</i>

4.2 Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.



Notice and Invitation to Bid: PA-04 (LS)

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-09 (LS): List of Returnable Documents
4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
5	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
6	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
7	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
8	<input checked="" type="checkbox"/>	Declaration for security clearance by the bidder
9	<input type="checkbox"/>	

Method to be used to calculate points for specific goals

For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.				
<input type="checkbox"/>	Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
	1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
	3.	An EME or QSE which is at least 51% owned by women	4	ID Copy or CSD Report or CIPC (Company Registrations)
	4.	An EME or QSE which is at least 51% owned by people with disability (Mandatory)	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDSA) or CIPC (Company Registration) or

Notice and Invitation to Bid: PA-04 (LS)

			CSD Report
	5.	An EME or QSE which is at least 51% owned by youth (Mandatory)	2 ID Copy or CSD Report Or CIPC
For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.			
	Serial No	Specific Goals	Preference Points Allocated out of 20
			Documentation to be submitted by bidders to validate their claim
	1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10 ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2 Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
☒	3.	An EME or QSE which is at least 51% owned by women	4 ID Copy or CSD Report or CIPC (Company Registrations)
	4.	An EME or QSE which is at least 51% owned by people with disability (Mandatory)	2 Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) or CIPC (Company Registration) or CSD Report
	5.	An EME or QSE which is at least 51% owned by youth (Mandatory)	2 ID Copy or CSD Report Or CIPC

For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	4	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	2	ID Copy or CSD Report or CIPC (Company Registrations)
4.	An EME or QSE which is at least 51% owned by people with disability (Mandatory)	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA) or CIPC (Company Registration) or CSD Report
	OR		
5.	An EME or QSE which is at least 51% owned by youth (Mandatory)		ID Copy or CSD Report Or CIPC
	NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both)		

Indicate which preference points scoring system is applicable for this bid:

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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Functionality criteria:	Weighting factor:
LOCATION: Within the JHB Magistrate Court Vicinity	
* Parking to be within 100m radius from JHB Magistrate Court (5)	
*Parking to be greater than 100m radius but less than 200m radius from JHB Magistrate Court (4)	
*Parking to be greater than 200m radius but less than 300m radius from the JHB Magistrate Court (3)	50
* Parking to be greater than 300m radius but less than 400m radius from the JHB Magistrate Court (2)	
*Parking to be greater than 400m radius but less than 500m radius from the JHB Magistrate Court (1)	
*Parking to be outside 500m radius from JHB Magistrate Court (0)	
CLIENT NEEDS (SUITABILITY):	
* Basement parking with security and accessible by persons with disability (5)	
Undercover parking with security and accessible by persons with disability (4)	
* Shaded parking with security and accessible by persons with disability (3)	50
* Open parking with security and accessible by persons with disability (2)	
*None of the above (0)	
Total	100 Points

1. COLLECTION OF BID DOCUMENTS:

- Bid documents may be collected during working hours at the following address **Mineralia Building 78 De Korte Street Braamfontein 2017.**
- A non-refundable bid deposit of R **200.00** is payable, (Cash only) is required on collection of the bid documents.
- A **non-compulsory** pre bid meeting with representatives of the Department of Public Works will take place at **N/A** on starting at **N/A**. Venue **N/A. (if applicable)**

2. ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

Contact person:	Mr.Nqaba Shongwe	Telephone no:	(011) 713 6177
Cell no:	071 2064 207	Fax no:	086 746 3384
E-mail:	Nqaba.Shongwe@dpw.gov.za		

3. DEPOSIT / RETURN OF BID DOCUMENTS:

- 3.1. Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.
- 3.2. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.
- 3.3. All tenders must be submitted on the official forms – (not to be re-typed).

<p>BID DOCUMENTS MAY BE POSTED TO:</p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 3 <i>Braamfontein</i> 2017</p> <p>ATTENTION: PROCUREMENT SECTION: ROOM <i>Ground Floor</i></p> <p><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></p>	OR	<p>DEPOSITED IN THE TENDER BOX AT:</p> <p><i>Mineralia Building</i> <i>78 De Korte Street</i> <i>Braamfontein</i> 2017</p>
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4. COMPILED BY:


Mr. Nqaba Shongwe		27 / 07 / 2023
Name of Property Manager	Signature	Date


Notice and Invitation to Bid: PA-04 (LS)


NEEDS REQUIREMENTS FOR THE FAMILY COURT JOHANNESBURG - PROCUREMENT OF NEW PARKING FACILITY

SERIAL NO	DESCRIPTION OF ROOM	LEVEL / RANK	PROPOSED PU	NORM PER PU	ASM	REMARKS
	ASSIGNABLE AREA	N/A				
	FAMILY COURT: JOHANNESBURG					
1	New Parking Facility	N/A	100	0,00	0,00	Request for new parking for personnel from Family Court Johannesburg. The Family Court - Johannesburg building is going to be handed over to DPWI for refurbishment and personnel has been temporarily been relocated to Johannesburg Magistrate Court where there is no parking available.
	TOTAL ASSIGNABLE AREA			ASM	0	

COMPILED BY: 
 LP BALOYI (Mf)
 DEPUTY DIRECTOR : PROPERTY MANAGEMENT
 DATE: 2021/07/18

CHECKED BY: 
 J SHONGWE (Mf)
 ACTING DIRECTOR : PROPERTY MANAGEMENT
 DATE: 2021/01/19

RECOMMENDED BY: 
 P KADIKA (Ms)
 CHIEF DIRECTOR : FACILITIES MANAGEMENT
 DATE: 20/01/2021

APPROVED BY: 
 ADV E PICARRA
 ACTING DEPUTY DIRECTOR-GENERAL: COURT SERVICES
 DATE: 22/01/2021

DPW – 08.1 (LS): BID OFFER – OFFICE ACCOMMODATION

Bid no:	JHB 23/25	Closing date:	17 August 2023
Advertising date:	28 July 2023	Validity period:	84 days

1. ACCOMMODATION PARTICULARS

Name of building	
Address of building	
Market Value of building	
Municipal valuation of building	
Gross floor area of accommodation	m ²
Date accommodation may be occupied	
Commencement date of lease	
Lease period	
Option period	
Value Added Tax Number	

2. RENTALS (OFFICES, STORES AND PARKING)

	Offices	Stores	Parking
Lettable Area	m ²	m ²	
Parking bays			
Rental per month	R		R
VAT per month	R		R
Total per month	R		R
Tariffs	R /m ²	R /m ²	R each
VAT	R /m ²	R /m ²	R each
Total (1)	R /m ²	R /m ²	R each
Escalation Rate	%	%	%
Operating Costs (Provide details on what costs entail)	R /m ²	R /m ²	
VAT	R /m ²	R /m ²	
Total (2)	R /m ²	R /m ²	
Escalation Rate	%		
Total (1 + 2)	R /m ²	R /m ²	R each
Alteration Cost for Lessor:	R	R	

3. RESPONSIBILITIES

Note: The state is not prepared to accept responsibility for services or costs involved as per grey areas.
 (Indicate where applicable)

3.1. Services	State	Lessor	Estimated cost per month
3.1.1. Water consumption			
3.1.2. Electricity consumption			
3.1.3. Sanitary services			
3.1.4. Refuse removal			
3.1.5. Domestic cleaning service			
3.1.6. Consumable Supplies			

3.2. Maintenance	State	Lessor	Estimated cost per month
3.2.1. Internal maintenance			
3.2.2. External			
3.2.3. Garden (If applicable)			
3.2.4. Air conditioning			
3.2.5. Lifts			
3.2.6. Floor covering: normal wear			

3.3. Rates and Insurance	State	Lessor	Estimated cost per month
3.3.1. Municipal rates & Increases			
3.3.2. Insurance & Increases			
3.3.3. SASRIA insurance + Increase			

3.4. Other Responsibilities	State	Lessor	Estimated cost per month
3.4.1. Contract costs			
3.4.2. Stamp duty			
3.4.3. Fire fighting equipment			
3.4.4. Cost of alterations			

Note: State is not prepared to accept responsibility for costs involved within grey coloured columns

Does the building comply with the National Building Regulations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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4. NATIONAL BUILDING REGULATIONS:

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

5. PARTICULARS FOR PAYMENT OF RENTAL:

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

6. INCOME TAX REFERENCE NUMBER:

INCOME TAX REFERENCE NUMBER (in terms of Section 69 of the Income Tax Act, 1962 (Act 58 of 1962) as amended)	
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Name of owner / Duly authorised representative	Signature	Date

PA-10 (LS): IMPORTANT CONDITIONS OF BID

Bid no:	JHB 23/25	Closing date:	17 August 2023
Advertising date:	28 July 2023	Validity period:	84 days

- Bids that are not accompanied by written proof that the bidder is authorised to offer the accommodation for leasing will not be considered.
- The only or lowest offer will not necessarily be accepted.
- The Department of Public Works is the sole adjudicator of the suitability of the accommodation for the purpose for which it is required. The Department's decision in this regard will be final.
- The Department of Public Works will in no way be responsible for or committed to negotiations that a user department may or might have conducted with a lessor or owner of a building.
- It is a requirement that the accommodation offered, including all equipment and installations, must comply with the National Building Regulations and the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended. **A certificate to this effect must be issued.**
- Drawings/ Architect's plans of the accommodation offered must be submitted. **In this regard it is a prerequisite that bidders should do a preliminary planning on the floor plans in accordance with the norm document.**
- Lettable areas have to be determined in accordance with the **SAPOA** method for measuring floor areas in office buildings. The offer may not be considered if a certificate by an architect, certifying the area is not submitted.
- The commencement date from which rental will be payable or the lease shall begin is subject to the approval of the Department of Public Works.
- The lease agreement and payment of rental will commence from the date of occupancy. Rental will be adjusted on a yearly basis thereafter in accordance with an agreed upon escalation rate starting at the beginning of the second year.
- No bids sent by facsimile will be accepted.
- Bidders are welcome to be present at the opening of bids.
- This annexure is part of the bid documentation and must be signed by the bidder and attached.
- The bid forms must not be retyped or redrafted but photocopies may be used. Additional offers may be made but only on photocopies of the original documents or on other forms requisitioned. Additional offers are regarded as separate bids and must be treated as such by the bidder. The inclusion of various offers as part of a single submission in one envelope is not allowed. Additional offers must be submitted under separate cover.
- The successful bidder will be responsible for the cost of alterations necessary to adapt the offered accommodation to the specific needs of the user department in accordance with the norm document and/or specified and minimum requirements.
- Appended herewith is an example of a **(PA-07): Application for Tax Clearance Certificate** of which an original signed and stamped certificate should be obtained from the SA Revenue Services and submitted together with the completed bid document.
- Failure to comply with the above-mentioned conditions may invalidate a bid.

BIDDER'S SIGNATURE:

Name of Bidder	Signature	Capacity	Date

DPW-12 (LS): COMPLIANCE WITH ALL THE ACTS, REGULATIONS AND BY- LAWS GOVERNING THE BUILT ENVIRONMENT CERTIFICATE

Bid no:	JHB 23/25	Closing date:	17 August 2023
Advertising date:	28 July 2023	Validity period:	84 days

COMPLIANCE WITH ALL THE ACTS, REGULATIONS AND BY- LAWS GOVERNING THE BUILT ENVIRONMENT

I, _____ duly authorised to represent _____ (the bidders name) acknowledge that I as _____ shall ensure that _____ (description of the property in question) complies in every respect with the requirements of the following Acts, Regulations and By - Laws:

- (i) Occupational Health and Safety Act, 1993. (Act 85 of 1993)
- (ii) The National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977)
- (iii) The Municipal by-laws and any special requirements of the local supply authority.
- (iv) The local fire regulations, to guarantee/ensure the health and safety of all State employees occupying this/these premises and the public visiting the premises for business or other purposes.

I furthermore agree to advise the Department of Public Works immediately in writing of any reason I am unable to perform in terms of this agreement and to apply the necessary corrective measures.

Name owner / authorised representative	Signature	Date

1. WITNESS:

Name of witness	Signature	Date

2. WITNESS:

Name of witness	Signature	Date

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____ (Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (Project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ *(code)*

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

- * Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION
2022



**PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(Tick whichever is applicable).

- The applicable preference point system for this tender is the **80/20** preference point system.
- The applicable preference point system for this tender is the **90/10** preference point system.
- Either the **90/10** or **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input checked="" type="checkbox"/> 80/20	<input type="checkbox"/> 90/10
PRICE	80	
SPECIFIC GOALS	20	
Total points for Price and Specific Goals	100	

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For Procurement transactions with rand value greater than R2 000.00 and up to R1 Million (Inclusive of all applicable taxes), the specific goals as listed in table 1 below are applicable.

All Acquisitions

Table 1

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by black people	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	4	ID Copy Or CSD Report Or CIPC (company registration)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
4.	An EME or QSE which is at least 51% owned by people with disability	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPDASA)
5.	An EME or QSE which is at least 51% owned by youth .	2	ID Copy Or CSD Report Or CIPC (company registration)

1.5.2 **For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 2 below are applicable:**

All Acquisitions

Table 2

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			Or CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women	4	ID Copy Or CSD Report Or CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with disability	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by youth .	2	ID Copy Or CSD Report Or CIPC (company registration)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

1.5.3 For procurement transactions with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 3 below are applicable

All Acquisitions

Table 3

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	4	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women	2	ID Copy Or CSD Report Or CIPC (company registration)
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by people with disability	2	Medical Certificate Or

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
5. <input type="checkbox"/>	<p>OR</p> <p>An EME or QSE or any entity which is at least 51% owned by youth.</p> <p>(only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)</p>		<p>South African Social Security Agency (SASSA) registration</p> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPA)</p> <p>ID Copy</p> <p>Or</p> <p>CSD Report</p> <p>Or</p> <p>CIPC (company registration)</p>

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (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 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE or any entity which is at least 51% owned by women	2	4		

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
4. An EME or QSE or any entity which is at least 51% owned by people with disability or 5. An EME or QSE or any entity which is at least 51% owned by youth .* (only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)	2	2		

Note: *in respect of the 90/10 point system a selection of either disability or youth may be made with an allocation of 2 points for either of them.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	Johannesburg Regional Office: Procurement of new 100 secured parking bays for The Family Court in Johannesburg: Department of Justice and Constitutional Development: Lease for a period of five years.		
Bid no:	JHB 23/25	Reference no:	

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Name of Bidder	Signature	Date	Position

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

STANDARD LEASE AGREEMENT FOR OFFICE AND FUNCTIONAL ACCOMMODATION

BUILDING NAME AND ADDRESS:

CLIENT NAME:

PROPERTY CODE:

FILE NO:



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**STANDARD LEASE AGREEMENT
FOR OFFICE AND FUNCTIONAL ACCOMMODATION**

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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 Government of the Republic of South Africa, herein represented by the Director-General of the Department of Public Works or his/ her duly authorised delegate, (hereinafter referred to as the “lessee”).

2 DEFINITIONS AND INTERPRETATION

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

“adjustment date” – means the date referred to in item 8 on Schedule A on which date the escalated rate comes into effect;

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

“building” – means the entire structure known by the name as set out in item 2.2 of Schedule A and situated on the property set out in item 2.4 of Schedule A;

“calendar day” – means the period from midnight to midnight, inclusive of weekends and public holidays;

“commencement date” – means the date on which this lease commences, which date may not be earlier than the date of occupation OR a month after the lessor has completed the agreed Tenant installations. Such date will be stipulated in item 7 on Schedule A;

“commencement rental” – means the rental payable at the commencement of the lease as is stipulated in Schedule B;

“day” – means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;

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

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

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

"lessor" – means the party identified in item 1.1 of Schedule A (herein represented by the person identified in item 1.1.4 of Schedule A who by his/her signature hereto warrants that she/he is authorised to sign this agreement on behalf of the lessor), its successor-in-title and/or its duly authorised employees, agents, intermediaries and/or representatives;

"occupant" – the body defined in item 1.2 of Schedule A, being the body which will physically occupy the premises for the duration of the agreement of the lease;

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

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

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

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

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

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

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

- 2.2 The clause headings of this agreement have been inserted for reference purposes only and shall not be taken into account in its interpretation. Unless the context indicates otherwise, words importing the singular shall include the plural, words importing persons shall include natural persons and legal persons and the state and *vice versa*;
- 2.3 If a provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive provision in the body of the agreement, notwithstanding that it is in the definitions clause.
- 2.4 Any reference to an enactment, regulation, rule or by-law is to that enactment, regulation, rule or by-law as at the signature date, and as amended or replaced from time to time.
- 2.5 Where any number of days is prescribed, such number shall exclude the first and include the last day, unless the last day falls on a Saturday, Sunday or public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.6 The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording succeeding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s.
- 2.7 The expiration or termination of this agreement shall not affect those provisions of this agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or

termination, notwithstanding the fact that the clauses themselves do not expressly provide this.

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

3 THE LEASE

The lessor hereby leases the premises to the lessee who hires the premises on the terms and conditions set out in this agreement, for occupation by the occupant, it being specifically recorded and notwithstanding anything to the contrary contained in this agreement, that the only persons who are mandated to negotiate, enter into, amend or otherwise agree the terms and conditions of this agreement are lessor and lessee provided that any terms and conditions which are specifically exercisable by the occupant in terms of this agreement, shall be so exercisable despite this clause 3.;

4 DURATION AND RENEWAL

4.1 This agreement shall commence on the commencement date and shall endure for the period as specified in item 3 of Schedule A as the initial lease period.

4.2 Upon the expiry of the initial lease period, the lessee shall have the option of renewing this agreement. The parties will agree on a market related rental for the premises however the annual escalation rate applicable during the secondary lease period shall be limited to headline inflation or the escalation rate applicable during the initial lease period, whichever is the greater;

4.3 All extensions to the lease period in this agreement, and any changes to the terms and conditions of lease during such extended period, shall be concluded in writing and signed by the parties prior to the termination date or expiry of any extended period, as the case may be.

5 THE RENTAL

- 5.1 During the initial lease period, with effect from the commencement date, the monthly rental payable by the lessee to the lessor shall be as specified in Schedule B.
- 5.2 The lease commences with the commencement rental where after the rental shall escalate each year, on each adjustment date, in accordance with the compounded escalation rate as set out in item 9 on Schedule A.
- 5.3 The lessor warrants that the space and parking leased is/are as indicated in the Schedule B. Should it be discovered that the space or parking provided is/are lesser, any amount paid for the non-existent space and/or parking will be recovered as per clause 10.
- 5.4 For leases longer than five (5) years, the rate or tariff agreed between the parties shall be subject to review after the expiry of the fifth year (i.e. de-escalation). The object of the review will be to bring the rates in line with the market, should the parties not agree on the review rate or tariff (as provided in Schedule B), the matter will be resolved as per the Dispute resolution clause beneath.
- 5.5 The rental shall be paid by the lessee to the lessor, monthly in advance on or before the 7th (seventh) day of each and every month.
- 5.6 All payments made by the lessee to the lessor in terms of this agreement, shall be effected by electronic payment directly into the lessor's nominated bank account.
- 5.7 The parties agree that all rentals payable in terms of this agreement shall include VAT where such tax is payable. The lessor shall specify such tax for record and tax purposes separately from the basic rental.
- 5.8 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.
- 5.9 The lessor shall be liable to pay all rates, taxes, other regulatory amounts and levies in respect of the premises to the relevant authority as well as any expenses and increases.

6 USE OF THE PREMISES

- 6.1 The lessee records that she/he will use the premises for the purpose specified in item 5 of Schedule A and for any legitimate Government purpose. Where the lessee uses the premises for a purpose other than its intended purpose, the onus shall rest on the lessee to obtain and maintain all necessary permits and/or consents for the use of the premises for that purpose.
- 6.2 The lessor hereby warrants and undertakes that the premises are fit for use for the purpose set out in item 5 of Schedule A.
- 6.3 The lessor shall be obliged to obtain such consents and authorisations (excluding trade and other licences) as may be required by competent authorities or title conditions to enable the lessee to use the premises for the purpose referred to in 6.1.

7 OCCUPATION OF THE PREMISES

The lessor warrants the lessee's right to free and undisturbed possession of the premises from the commencement date until termination of this agreement, subject thereto that any delay in taking possession due to avoidable actions or omissions of the lessee, shall not be regarded as a delay on the part of the lessor. The date of occupation shall be the date on which the lessee occupies the premises, which shall also be the date of commencement of the lease

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

- 8.1 Schedule C contains details of the installations required by the lessee, the party responsible for effecting those installations and the party who bears the costs in respect thereof. Schedule C also contains the obligations, if any, of the lessee in regard to the removal thereof on termination of this agreement. To the extent that any party does not make the installations listed opposite its name in Schedule C, either of the other parties may have such installations made at the reasonable cost thereof and the party which was responsible for such installation shall become liable for such reasonable amount;

8.2 In compliance with the National Building Regulations and Building Standards Act (Act 103 of 1977) as amended, and the Occupational Health and Safety Act (Act 85 of 1993) as amended, and /or any other applicable legislation, the Landlord shall provide the Lessee with the following Certificates of Compliance, where applicable, in respect of the following equipment, prior to occupation of the premises. The lessee shall in writing accept that the lessor has complied with terms of the agreement and that the building is ready and available and ready for use.

Lifts

Electrical Certificate

Firefighting equipment

Gas Installation

Glass certificate

Air-Conditioning Units

8.3 The lessee shall, within 30 days of occupation of the premises, furnish the lessor with three (3) dates and times, which dates must be within twenty-one (21) days of occupation, to convene a meeting to inspect the premises. The lessor shall accept a date, from those furnished, that is suitable to him. At such meeting the parties, including the occupant, shall jointly inspect the premises, so as to ascertain any damage or defect in the premises and the general condition of the premises and to record them in a list which all three parties shall sign.

8.4 The lessor shall within thirty (30) days of such inspection (or such longer period as may be reasonably necessary to repair the defects) repair the defect(s).

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

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

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

8.6 The items recorded in the list contemplated in clause 10 shall be replaced as per agreement between the parties. Should the parties fail to reach such an agreement within seven (7) days from the date of delivery of the lists to the lessee, the dispute may by agreement between the parties be referred to an independent professional who shall act as a mediator in an attempt to resolve the dispute.

9 FIXTURES

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

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

9.2 Should the lessee fail or neglect to remove the fixtures and restore the premises in a substantially similar condition it was on commencement, fair wear and tear excepted, the lessor can remove the fixtures and recover the reasonable costs thereof from the lessee.

10 EXPENSES, MAINTENANCE AND REPAIRS

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

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

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

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

10.5 Should the lessor fail to pay expenses or to undertake repairs for which the lessor is liable in terms of this agreement, the lessee may remind the lessor in writing, and should the lessor still be in default 30 days after receipt of such reminder (or such longer period which the parties may have agreed upon) the lessee shall be entitled to demand specific performance or to pay such expenses or to undertake such repairs (if and to the extent agreed between the parties) and to recover the amounts thus disbursed from the rental due to the lessor by set off (if and to the extent agreed between the parties) or by legal action. Where the lessee has to attend to the repairs, the lessee will be entitled, but not obliged, to use the Landlord' contractors. A certificate by the lessee of such expenses shall be *prima facie* proof thereof.

10.6 The lessee will also be entitled to recover any undisputed amount overpaid to the lessor in terms of this agreement as per the provision of 10.5.

11 OBLIGATIONS OF THE LESSOR

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

11.1 The payment of assessment rates, taxes and fixed municipal levies;

- 11.2 Insuring the building as provided for in clause 13 below;
- 11.3 Installation and maintenance of mechanical and fire services equipment, including fire detection equipment, fair wear and tear excepted, as further stipulated in clause 14 hereof;
- 11.4 Landscape maintenance of the premises, if applicable;
- 11.5 Providing, at the lessor's expense, all electric, fluorescent, and incandescent light bulbs required in the premises;
- 11.6 Maintenance of, and for all repairs and replacements becoming necessary from time to time in or to, the roofs and outside walls of the buildings including the maintenance and repair of the structure of the buildings, and all systems, works and installations contained therein;
- 11.7 Maintaining in good order and condition the exterior, roof, gutters and down-pipes of the premises and shall make good any structural defects, other than damage caused by the lessee;
- 11.8 Normal maintenance and repairs (including painting) of both the exterior and interior of the premises, including the cleaning of the exterior of the premises as well as windows, in a high rise building;
- 11.9 Operation (including maintenance and repairs) of the air-conditioning system and the lifts during normal office hours or during such times as may be agreed upon;
- 11.10 Water and electricity consumption to the extent that these are not separately metered for the lessee;
- 11.11 Municipal rates (existing and future) levied on ownership (including rates increases);
- 11.12 Installation and maintenance of the fire extinguishing and fire detection equipment as stipulated in clause 14; and
- 11.13 Replacement of floor covering (carpeting etc.) at the expiry of their agreed lifetime which in the case of carpeting is 5 years from the date of installation;

- 11.14 Submission of valid annual tax certificate/sustain CSD compliance throughout the lease;
- 11.15 Compliance with Occupational Health and Safety and Act (Act No. 85 of 1993);
- 11.16 Compliance with Department of Labour's applicable standards annually – Certification of Occupation;
- 11.17 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.
- 11.18 Should the Lessee/occupant be deprived of the full use and enjoyment of the premises through acts or omissions of the lessor e.g. non-functioning air conditioning system, lifts, water shortage etc, the lessee will be entitled to a pro rata reduction in the rental amount.

12 OBLIGATIONS OF THE LESSEE

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

- 12.1 Not use the premises or allow them to be used, in whole or part, for any purpose other than that of the business;
- 12.2 Take good and proper care of the interior of the buildings;
- 12.3 Be responsible for all reasonable security, manned or otherwise, necessary to protect the premises;
- 12.4 Not cause or commit any unreasonable nuisance on the premises or cause any annoyance or discomfort to neighbours or the public;
- 12.5 Not unreasonably leave refuse or allow it to accumulate in or about the premises;
- 12.6 Refrain from interfering with the electrical, plumbing, or gas installations or systems serving the premises;

- 12.7 Take all reasonable measures to prevent blockages and obstructions from occurring in drains, sewerage pipes and water pipes serving the premises;
- 12.8 At all times comply with any law, by-law or regulation of the local authority relating to the conduct of its business at the premises and also with the conditions of the title deed under which the premises are held by the lessor;
- 12.9 Not be permitted to place such electrical or other signage on the exterior of the premises without the prior written consent of the lessor;
- 12.10 Forthwith disclose in writing to the lessor details of any act, matter or thing, stored or carried out upon the premises which may affect, vitiate or endanger the fire insurance policy in respect of the property or which may result in an increase of the fire insurance premium;
- 12.11 Undertake domestic cleaning of the interior of the premises, including domestic services such as the provision of toilet paper, soap, towels, etc.; excluding common areas;
- 12.12 Be responsible for the costs of water, electricity and sewerage consumption to the extent that these are separately metered as fully set out in clause 10 above; and
- 12.13 Be responsible for the costs of refuse removal and sanitary services.

13 INSURANCE

- 13.1 The lessor shall comprehensively insure the property and the building, and the lessor's fittings at its replacement value, at the lessor's own risk and cost.
- 13.2 The lessee and the occupant may not after the commencement of the lease do, or allow anything that is contrary to the provisions of the insurance policy, which will cause an increase in the premiums of any insurance policy held by the lessor over the property, provided that the conditions of the insurance policy will be communicated in writing to the lessee from time to time.
- 13.3 Should the lessee knowingly do or cause to be done anything that causes an increase in the premiums of such insurance policy, the lessee will be liable for the increase in the

premiums occasioned by the actions of the lessee. The lessor shall furnish to the lessee proof from the insurer of such increase before any payment shall be due from the lessee.

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

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

14 FIRE FIGHTING EQUIPMENT AND LIFTS

14.1 The lessor shall be obliged to install, maintain and operate on the premises fire extinguishing and fire detection equipment complying with the National Building Regulations and Building Standards Act (Act No. 103 of 1977) as amended, and/or any other applicable legislation.

14.2 The lessor shall be obliged to maintain the lifts and ensure that regular checks are done in accordance with the Occupational Health and Safety Act (Act No. 85 of 1993) as amended and /or any other applicable legislation.

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

15 ALTERATIONS, ADDITIONS AND IMPROVEMENTS

15.1 The lessee shall not make any alterations or additions to any of the buildings, the premises or any part thereof, without the lessor's prior written consent, but the lessor shall not withhold its consent unreasonably to any such alteration or addition. In the event that the lessee does make any such prohibited alterations or additions, it is agreed between the parties that such alterations and/or additions shall be come an immovable part of the respective building or premises to which it is made and shall thus be owned by the lessor who shall not be obliged to compensate the lessee in respect of such alterations and/or

additions. Where the lessee has given its prior written consent to any alteration or addition and such alteration or addition has become an immovable part of the building or premises and has added value to the building or premises, the lessor shall not be obliged to compensate the lessee in respect thereof unless otherwise agreed between the parties prior to such alteration or addition being made.

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

16 DAMAGE TO OR DESTRUCTION OF THE PREMISES

16.1 In the event of the premises being destroyed and therefore rendered totally unfit for occupation, this agreement shall be terminated automatically unless the destruction of the premises is due to the wilful intent or negligence of the lessee and/or occupant.

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

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

16.4 Should there be any dispute as to the extent to which the premises have been damaged and/or the extent to which the premises are unfit for occupation and capable of being

used for the purpose for which they are let, the dispute shall be referred to an expert, who shall act as an expert and not as an arbitrator, and whose decision shall be final and binding on the parties. The parties shall jointly agree on who the expert shall be, failing which the expert shall be appointed by the chairperson of the Law Society of South Africa or his delegate.

17 BREACH

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

- 17.1.1. the rental or any other amount payable by the lessee in terms of this agreement not be paid by due date or should the lessee commit or suffer or permit the commission of any breach of any of the remaining conditions of this agreement and fail to pay such rental or amount or to remedy such breach within 30 (thirty) days after receipt of written notice by the lessor requiring it to do so, or such longer period as may be reasonable in the circumstances,
- 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.
- 17.1.3. should the lessor and subsequent to an alleged breach by lessee or expiry of the lease, disturb the peaceful possession of the premises by the lessee without following due process of law and thereby disrupt government services, the lessor will be liable to compensate the lessee and occupant. The parties hereby agree that the compensation payable for each day of disruption will be the equivalent of a total monthly rental last payable in terms of this lease i.e. 2 days of disturbance/disruption the compensation is the equivalent of 2 monthly rentals. This clause does not limit or preclude the lessee or occupant's common law delictual rights and remedy should the actual loss suffered be more than the compensation provided for in this clause,

17.1.4 in addition to the ordinary factors which affect the validity of a contract, the parties agree that any unlawful act committed by the lessor which was material in the conclusion the contract will impair the validity of this contract warranting the lessee to terminate this agreement.

17.2 Should either party breach any obligations in terms of this agreement and fail to remedy such breach within 30 (thirty) days of written demand from the aggrieved party to do so, or such longer period as may be reasonable in the circumstances, the aggrieved party shall be entitled to cancel this agreement or claim specific performance, in either case, without prejudice to the aggrieved party's rights to claim damages from the offending party.

18 MANAGEMENT RULES

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

19 LESSORS RIGHT OF ENTRY AND CARRYING OUT OF WORKS

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

20 CESSION, ASSIGNMENT AND SUB-LETTING

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

- 20.1 cede or assign all or any of the rights and obligations of the lessee under this agreement; or
- 20.2 sublet the premises in whole or in part; or
- 20.3 give up possession of the premises or any portion thereof to any third party.

21 NON-WAIVER

- 21.1 Neither party shall be regarded as having waived, or been precluded in any way from exercising, any right under or arising from this agreement by reason of such party having at any time granted any extension of time for or having shown any indulgence to the other party with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of any right of action against the other party.
- 21.2 The failure of either party to comply with any non-material provision of this agreement shall not excuse the other parties from performing their obligations hereunder fully and timeously.

22 RIGHT OF FIRST REFUSAL

- 22.1 The Lessor hereby grants to the Lessee and the Lessee hereby accepts the right of first refusal to purchase the property.
- 22.2 Pursuant to the right granted by the Lessor in favour of the Lessee in 22.1, the Lessor shall not dispose of any part or whole of the property at any time except in accordance with the following circumstances;
 - 22.2.1 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 in South African currency) and on such terms as may be stipulated in the offer notice; and
 - 22.2.2 the Lessee may, at any time within 60 days after the receipt of the offer notice, accept it by giving written notice to the Lessor to that effect.
- 22.3 If the Lessee does not accept the offer within the aforesaid period, 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, whereafter the Lessor shall again be obliged to follow the procedure in clause.

22.4 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 acquirer shall acquire the property free of the right of first refusal contained in this clause.

23 SALE OF PREMISES

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

23.2 Nothing shall prevent the Lessor from advertising the premises as “for sale” or as “to let” as long as it does not disturb the Lessee in its use and enjoyment of the premises and any activities which the Lessor undertakes are undertaken on reasonable notice to the occupant.

24 WHOLE AGREEMENT

24.1 This is the entire agreement between the parties inclusive of all bid/tender documents.

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

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

25 DOMICILIUM CITANDI ET EXECUTANDI

25.1 The parties respectively choose as *domicilium citandi et executandi* and as the address for the serving of notices the address appearing underneath their names in Schedule A

(and the lessor is explicitly barred from serving such notices on officials and offices in the Regions/Provinces).

25.2 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 business hours at the physical address chosen as the addressee's *domicilium citandi et executandi* shall be deemed to have been received by the addressee on the date of the delivery, unless the contrary is proved;

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 proved; or

26.2.3 is emailed to the chosen email address, during ordinary business hours shall be presumed to have been received by the addressee at the time of transmission of the email, alternatively, if not emailed during normal business hours then at twelve o' clock on the 1st business day following the day on which it was emailed.

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

26 WARRANTY OF AUTHORITY

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

27 SEVERABILITY

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

provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

28. SUSPENSIVE CONDITION

Where the standard Tenant Installation allowance by the Lessor is not sufficient to cover all the required Tenant Installation, this lease contract is subject to the availability of the necessary additional funds/budget on the part of the lessee.

29. DISPUTE RESOLUTION

In the event of a dispute, disagreement or claim arise between the parties (called hereafter "the dispute") connected with or concerning this Agreement, the parties shall first endeavour to resolve the dispute by negotiation in good faith. This entails that the one party invites the other in writing to a meeting in an attempt to resolve the dispute within 7 (seven) days from date of the written invitation.

If the dispute has not been resolved by such negotiation, the parties shall submit the dispute to mediation to be administered by a property specialist or lawyer nominated by the parties by agreement or alternatively by the relevant professional body of property specialist or Law Society or Bar Council.

Should the parties fail to resolve the dispute through negotiation and/or mediation, the dispute shall be referred to arbitration, only if the parties agree thereto, in which event the arbitration clause hereunder shall apply.

30. ARBITRATION

If either Party to this Agreement is unwilling to accept mediation or is unwilling to accept the opinion expressed by the mediator, then either Party may require that the dispute be referred to arbitration.

The dispute will be referred to Arbitration by written notice delivered to the other, within 20 days of the declaration of the dispute if there is no mediation or within 20 days of the issue of the mediator's opinion if mediation takes place.

Such arbitrator shall be selected by agreement between the Parties, or if no agreement is reached after 10 days from deliberation on the identity of the Arbitrator; it is agreed that the arbitrator will be nominated on request of either of the party by the president of the Arbitration Foundation of South Africa, or its successor-in-title.

The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued. The arbitrator shall be entitled to make award, including an award for specific performance, an interdict, damages or otherwise as he in his discretion may deem fit and appropriate.

If a request is made by the arbitrator for a document or any item to be submitted, such document or item must be submitted within ten (10) days of the request.

The arbitration shall be conducted in the English language at JHB Regional Office or such other place as the Parties may agree on in writing.

The costs of and incidental to the award shall be in the discretion of the arbitrator, who may determine the amount of the costs, and shall direct by whom and to whom and in what manner they shall be borne and paid.

The award of the arbitrator shall be final and binding on the Parties though subject to review on any of the usual grounds for review. Any Party shall be entitled to apply to the Courts to have such award made an order of court if the party concerned fails to heed to the terms of the award. Nothing in this clause shall prevent either Party seeking urgent relief in the High Court of South Africa and for this purpose, the Parties consent to the exclusive jurisdiction of the High Court of South Africa.

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

WITNESSES

1.
FULL NAME AND SIGNATURE

2.
FULL NAME AND SIGNATURE

.....
SIGNATURE OF LESSOR / REPRESENTATIVE

.....
FULL NAMES

Duly authorised as per attached resolution.

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

WITNESSES

1.
FULL NAME AND SIGNATURE

2.
FULL NAME AND SIGNATURE

.....
SIGNATURE OF LESSEE / REPRESENTATIVE

.....
FULL NAMES

.....
CAPACITY

Duly authorised as per Departmental delegation dated

SCHEDULE A TO AGREEMENT OF LEASE



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

1 **The Parties:**

1.1 **The Lessor is:**

1.1.1 Registration nr (company) or ID nr (individual):

1.1.2 VAT reg nr:

1.1.3 *of Domicilium Citandi et executandi:*

1.1.4 Herein represented by:

*who hereby warrants he/she is duly authorised to do so by the attached resolution.
Hereinafter referred to as the lessor*

1.1.5 Contact person/representative: Name
Tel nr Comp
Fax nr Email
Postal address:

1.2 **The Lessee is:**

Herein represented by:

*who hereby warrants he/she is duly authorised to do so by the attached resolution.
Hereinafter referred to as the occupant*

of Domicilium Citandi et executandi:

2 **The Premises leased:**

2.1 The Premises:

as reflected on the diagram annexed hereto marked "Schedule D"

2.2 The Building name:

2.3 The Building address:

2.4 The property:
Erf 158 Carone Shopping Centre

3 **Lease period**

4 **Renewal period**

5 **Use of premises**

6 **The lessee's pro rata share** %

7 **Commencement date**

8 **Adjustment date**

9 **Escalation rate (%)**

Description	On: Rental	Operating costs
Offices		
Stores		
Retail		
Other		
Open parking		
Covered Parking		

10 **Termination date**

11 **Special conditions**

SCHEDULE B



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

Description	Nr/Area leased	Unit	Base Rent/unit	Expenses/unit	From date	To Date	Monthly Commencement Rent (ex VAT)	Monthly Expenses (ex VAT)	Total monthly rent (ex VAT)	VAT	Total monthly Rent (incl VAT)
Offices	0	sqm	R -	R -			R -	R -	R -	-	R -
Stores	0	sqm	R -	R -			R -	R -	R -	-	R -
Retail	0	sqm	R -	R -			R -	R -	R -	-	R -
Other	0	sqm	R -	R -			R -	R -	R -	-	R -
Open parking	0	bays	R -	R -			R -	R -	R -	-	R -
Covered Parking	100	bays	R -	R -			R -	R -	R -	-	R -
Total monthly rent											R

Period 1

Description	Nr/Area leased	Unit	Base Rent/unit	Expenses/unit	From date	To Date	Monthly Base Rent (ex VAT)	Monthly Expenses (ex VAT)	Total monthly rent (ex VAT)	VAT	Total monthly Rent (incl VAT)
Offices	0	sqm	R -	R -			R -	R -	R -	-	R -
Stores	0	sqm	R -	R -			R -	R -	R -	-	R -
Retail	0	sqm	R -	R -			R -	R -	R -	-	R -
Other	0	sqm	R -	R -			R -	R -	R -	-	R -
Open parking	0	bays	R -	R -			R -	R -	R -	-	R -
Covered Parking	100	bays	R -	R -			R -	R -	R -	-	R -
Total monthly rent											R

Period 2

Description	Nr/Area leased	Unit	Base Rent/unit	Expenses/unit	From date	To Date	Monthly Base Rent (ex VAT)	Monthly Expenses (ex VAT)	Total monthly rent (ex VAT)	VAT	Total monthly Rent (incl VAT)
Offices	0	sqm	R -	R -			R -	R -	R -	R -	R -
Stores	0	sqm	R -	R -			R -	R -	R -	R -	R -
Retail	0	sqm	R -	R -			R -	R -	R -	R -	R -
Other	0	sqm	R -	R -			R -	R -	R -	R -	R -
Open parking	0	bays	R -	R -			R -	R -	R -	R -	R -
Covered Parking	100	bays	R -	R -			R -	R -	R -	R -	R -
Total monthly rent											R

Period 3

Description	Nr/Area leased	Unit	Base Rent/unit	Expenses/unit	From date	To Date	Monthly Base Rent (ex VAT)	Monthly Expenses (ex VAT)	Total monthly rent (ex VAT)	VAT	Total monthly Rent (incl VAT)
Offices	0	sqm	R -	R -			R -	R -	R -	R -	R -
Stores	0	sqm	R -	R -			R -	R -	R -	R -	R -
Retail	0	sqm	R -	R -			R -	R -	R -	R -	R -
Other	0	sqm	R -	R -			R -	R -	R -	R -	R -
Open parking	0	bays	R -	R -			R -	R -	R -	R -	R -
Covered Parking	100	bays	R -	R -			R -	R -	R -	R -	R -
Total monthly rent											R

Period 4

Description	Nr/Area leased	Unit	Base Rent/unit	Expenses/unit	From date	To Date	Monthly Base Rent (ex VAT)	Monthly Expenses (ex VAT)	Total monthly rent (ex VAT)	VAT	Total monthly Rent (incl VAT)
Offices	0	sqm	R -	R -			R -	R -	R -	R -	R -
Stores	0	sqm	R -	R -			R -	R -	R -	R -	R -
Retail	0	sqm	R -	R -			R -	R -	R -	R -	R -
Other	0	sqm	R -	R -			R -	R -	R -	R -	R -
Open parking	0	bays	R -	R -			R -	R -	R -	R -	R -
Covered Parking	100	bays	R -	R -			R -	R -	R -	R -	R -
Total monthly rent											R

Period 5



SCHEDULE C

The lessor shall issue relevant Certificates of Compliance before occupation of the premises, failing which the occupant is not obliged to take occupation of the premises and the Lessee is not obliged to pay any rental amounts.

SCHEDULE C1: TENANT INSTALLATIONS

INSTALLATIONS:	PARTY TO EFFECT:	PARTY TO PAY:	DATE OR FREQUENCY:

SCHEDULE C2: FUNDED MAINTENANCE PLAN

INSTALLATIONS:	PARTY TO EFFECT:	PARTY TO PAY:	DATE OR FREQUENCY:

SCHEDULE C3: UPGRADING PLAN

INSTALLATIONS:	PARTY TO EFFECT:	PARTY TO PAY:	DATE OR FREQUENCY:



PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer EME¹ QSE² Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature
	Date



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DECLARATION FOR SECURITY SCREENING

Project title	<i>Johannesburg Regional Office: Procurement of new 100 secured parking bays for The Family Court in Johannesburg: Department of Justice and Constitutional Development: Lease for a period of five years.</i>
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Tender no : **JHB 23/25**
Date advertised: **28 July 2023**
Site briefing: **N/A**
Closing date: **17 August 2023**

I/We _____ representing the
company _____.

1. I/We hereby declare that as the company **Director/s** before the bid is awarded will be subjected to a security vetting process and I/We will provide the Department with all the information required to execute the screening process.
2. I/We further declare that, all the **employees** relevant to the bid in question will also be subjected to security vetting, and the required documentation should be submitted to Security Management Unit within 14 days from the date of receipt herein.
3. Failure to sign the declaration will render the bid non-responsive.

Name of the person: _____

Signature of representative: _____

DATE: _____