



**NDA**

National  
Development  
Agency

## TERMS OF REFERENCE FOR

**THE IDENTIFICATION OF PREMISES FOR OFFICE SPACE FOR THE NDA TO BE OCCUPIED OVER A PERIOD OF THREE YEARS WITH AN OPTION TO RENEW AT NDA'S SOLE DISCRETION FOR AN ADDITIONAL TWENTY-FOUR MONTHS AT INTERVALS OF TWELVE MONTHS EACH**

**RFQ REF: NDA26/FIN15/18**

<b>BRIEFING SESSION</b>	BRIEFING SESSIONS HAVE BEEN SCHEDULED PER PROVINCE
<b>VENUE</b>	DATES AND VENUES FOR THE BRIEFING SESSIONS ARE LISTED ON PAGE 2 OF THIS DOCUMENT.
<b>CLOSING DATE CLOSING TIME</b>	<b>22 MARCH 2018</b> <b>14H00</b>
<b>SUBMISSION OF DOCUMENTS</b>	<p>All proposals must be delivered at the NDA Head Office on or before the closing date and time. The Head Office address is: 26 Wellington Road, Parktown, Johannesburg, 2193. Submissions must be strictly submitted inside the tender box which is at the main entrance and accessible 24/7.</p> <p><i><b>Service providers outside of Gauteng are advised to send their documents by courier. NDA will not take responsibility for documents sent via postal services.</b></i></p>
<b>SUPPLIER ENVELOPES</b>	<p>The supplier's envelope/s MUST clearly have the description of the RFQ "Identification of Premises for Office Space for NDA"</p> <p><b>A TWO-ENVELOPE system will be used for the submission of quotations:</b></p> <p><b>Commercial Envelope</b> This envelope must contain price quotations plus all the mandatory documents as listed in section 7 of this document.</p> <p><b>Technical Envelope</b> This envelope must contain all info listed in section 4.1 of this document.</p>
<b>LATE BIDS</b>	Bids received after the closing date and time will not be accepted for consideration and where practicable, will be returned unopened to the Bidder(s).

**Contact person for Commercial queries is: Ms Khanyi Mngomezulu on 011 018-5537 / 0791269278 between 08h30 to 17h00 on weekdays.**

**Queries can also be sent in writing to [tenders@nda.org.za](mailto:tenders@nda.org.za).**

**Closing date for the submission of queries: 16 March 2018 @ 16h00**

**BRIEFING SESSIONS HAVE BEEN SCHEDULED AS FOLLOWS**

<b>KZN - DURBAN</b>	<b>Venue:</b>	9 Gardner Street, Corporate Place, 9 <sup>th</sup> Floor
	<b>Date:</b>	9 March 2018
	<b>Time:</b>	11h00 to 12h00
<b>MPUMALANGA - NELSPRUIT</b>	<b>Venue:</b>	16 Branders Street, Nelspruit
	<b>Date:</b>	5 March 2018
	<b>Time:</b>	10h00 to 11h00
<b>WESTERN CAPE – CAPE TOWN</b>	<b>Venue:</b>	50 Keerom Street, The Chambers Building 2 <sup>nd</sup> Floor, Cape Town
	<b>Date:</b>	16 March 2018
	<b>Time:</b>	11h00 – 12h00
<b>EASTERN CAPE – EAST LONDON</b>	<b>Venue:</b>	8 Donald Road, Vinedon Office Park, Vincent, East London
	<b>Date:</b>	12 March 2018
	<b>Time:</b>	10h00 – 11h00

## **OVERVIEW OF NDA**

The National development Agency is a public entity listed under Schedule 3A of the Public Finance Management Act (PFMA). It was established in terms of the National Development Agency Act No 108 of 1998 as amended.

### **1.1. Our mandate**

In terms of the National Development Agency (NDA) Act (Act No 108 of 1998 as amended), NDA was mandated to contribute towards the eradication of poverty and its causes by granting funds to civil society organisations (CSOs) to:

- Implement development projects in poor communities, and
- Strengthen the institutional capacity of other CSOs that provide services to poor communities.

### **1.2. Our mission**

Facilitate sustainable development by strengthening civil society organisations involved in poverty eradication through enhanced grant funding and research.

### **1.3. Our vision**

A society free from poverty.

### **1.4. Our values**

Integrity

Dignity

Empowerment

Accountability & Responsibility

Transparency

Excellence

Partnering.

## 2. PURPOSE & OBJECTIVE OF THE REQUEST FOR PROPOSAL (RFP)

The NDA seeks to identify letting agents and property owners that can assist NDA in identifying premises that can best suit its needs. The NDA seeks premises in the following areas:

Province	Area	Office Size	Occupation Date
KZN	Durban	350	June 2018
Mpumalanga	Nelspruit	350	June 2018
Western Cape	Cape Town	350	July 2018
Eastern Cape	East London	350	October 2018

This RFP therefore invites letting agents and property owners from the above areas to submit proposals to the NDA for the areas/provinces that they have suitable and available premises in. The premise should be an office block.

## 3. SCOPE OF WORK/DELIVERABLES

The letting agent/ property owner is required to identify premises for the NDA that meet the requirements detailed below:

The premises should be:

- a) 300 to 350 sqm in size
- b) centrally located
- c) in close proximity to public transport
- d) accessible / friendly to people with disabilities (the premises must have a lift or be on the ground floor)
- e) 10 Parking Bays (Incl. visitors parking and 2 x designated parking bays for people with disabilities)
- f) Ablution facilities for men, women and for people with disabilities
- g) Premises should allow for partitioning in accordance to NDA's office needs



## **4. REQUIREMENTS FOR THE PREMISES**

### **4.1 The premises should:**

- a) be secure (security system or physical security, similar)
- b) have generator back-up, which can run for at least over 8 hours in case of power failure.
- c) be accessible/friendly to people with disabilities (ramps, elevators or be on the ground floor) or be willing to modify the property to be accessible to people with disabilities.
- d) have reliable aircon facility, regularly maintained by the landlord.
- e) have reliable and well maintained elevators (where the premises are not on the ground floor).
- f) be flexible on branding
- g) be flexible on interior finishes (i.e. partitioning, painting, doors)
- h) allow IT infrastructure e.g. installation of fiber, satellite dish etc
- i) have property insurance /insurance Certificates
- j) compliant to National Building Regulation and Occupation Health & Safety Act
- k) describe telecommunications services or any other technology available at the building
- l) have business rights allowing use of premises as office space/for business
- m) have an electrical compliance certificate
- n) submit photos of the interior and exterior of the building (printed or on CD).

**NB: Participating bidders must be agreeable to the attached NDA lease agreement.**

### **4.2 Process to be followed for property selection**

Upon receiving proposals from letting agents and property owners, the following process will be followed:

#### **Phase 1**

- ✓ NDA's Bid Evaluation Committee (BEC) will convene and evaluate all proposals received.
- ✓ The shortlisted properties will be visited for physical inspection by NDA's BEC team members.

- ✓ This team will be verifying all information submitted by service providers.

## Phase 2

- ✓ The BEC will write final recommendations to NDA's Bid Adjudication Committee (BAC) for final approval.
- ✓ Legal & Risk will be notified of all successful bidders for the purposes of contracting.

## 5. TECHNICAL /FUNCTIONAL EVALUATION

CRITERIA	WEIGHT
<b>Capacity of the premises</b> <ul style="list-style-type: none"> <li>The proposed premises must not be less than 300m2</li> </ul>	20
<b>Location</b> <ul style="list-style-type: none"> <li>In the CBD or accessible from public transportation</li> </ul>	10
<b>Premises</b> <ul style="list-style-type: none"> <li>Premises to comply with requirements listed in section 4.1 of this document</li> </ul>	60
<b>Accessibility</b> <ul style="list-style-type: none"> <li>The premises are disability friendly</li> <li>10 Parking Bays (Incl. visitors parking and 2 x designated parking bays for people with disabilities)</li> </ul>	10
<b>Total</b>	<b>100</b>

**Note:** Bidders who score less than 70% on technical evaluation will not be evaluated further.

### 5.1 Clarification of scoring system for Technical Evaluation

#### Capacity of the Premises (Total points = 20)

- Premises below 300 m2 will be disqualified from the bidding process.
- Premises above 350 will be evaluated however, the NDA will only rent space that is deemed necessary for the NDA needs. No extra points will be earned to additional space.

**Location (Total points = 10)**

- Premises must be in the CBD or accessible from public transport to qualify for the full points of 10.
- Premises that are not in the CBD or accessible from public transportation will score a 0.

**Premises (Total points = 60)**

The requirements listed in section 4.1 of this documents will score four (4) points each with the exception of the requirements on; b) and h) which will score six (6) points each.

**Accessibility (Total points = 10)**

- Premises that are not on the ground floor and do not have a lift/elevator will score a zero.
- Premises that are not on the ground floor but have lifts/elevators will be required to submit a service history report for the lift/elevator to qualify for the full 10 points. The report must be submitted together with the bid documents. Failure to comply with this requirement will result to a score of 0.
- Premises that are on the ground floor but do not have wheelchair ramps and side rails for proper wheelchair access will score 05 whilst premises with the wheelchair ramp and side rails will get the full 10 points.

**6. COMMERCIAL EVALUATION**

- 6.1 Bids will be evaluated in accordance with the Preferential Procurement Regulations, 2017, using the 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 80 points for price and maximum of 20 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution as per table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4

8	2
Non-compliant contributor	0

- 6.2 In order to claim the B-BBEE Status Level of Contributor, bidders must submit Sworn Affidavits or original and valid B-BBEE Status Level Verification Certificates or certified copies thereof, issued by accredited Verification Agencies such as SANAS or Registered Auditor approved by the IRBA together with their bids, to substantiate their B-BBEE claims. Exempted Micro Enterprises must submit a letter from the Accounting Officer who is appointed in terms of the Close Corporation Act.
- 6.3 Bidders who do not submit B-BBEE Status Level Verification Certificate or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE, but will not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for B-BBEE.
- 6.4 Bidders are requested to complete the preference claim form (SBD 6.1 and 6.2) in order to claim preference points.
- 6.5 The highest ranked bidder will be awarded the bid. It should be noted also that the NDA reserves the right not to appoint any service provider and no service provider will be reimbursed for any costs incurred whilst participating in this bid.

## 7. MANDATORY COMMERCIAL DOCUMENTS

- 7.1 Price offer
- 7.2 Valid Tax Clearance Certificate issued by the South African Revenue Services (SARS)  
--- Where consortium/joint ventures/sub-contractor are involved each party to the association must submit a separate valid original Tax Clearance Certificate.
- 7.3 A letter/resolution authorising the person signing the bid documents and contracts.
- 7.4 A copy of CSD registration confirmation.
- 7.5 Company registration documents (CIPC).
- 7.6 Certified Sworn Affidavits or BEE verification certificate (Issued by an approved verification agency).
- 7.7 Completed and signed SBD documents.
- 7.8 ID copies of landlords/property owners.
- 7.9 A copy of the electrical certificate of compliance for the proposed premises
- 7.10 A copy of licence/permission to use the premises for business purposes
- 7.11 Confirmation of acceptance of NDA's lease agreement

Failure to submit the above requirements with the bid document may lead to the disqualification. There will be no disqualification for none submission of a BEE certificate/sworn affidavit but service providers who do not submit will be scored a zero.

## **8. OTHER CONDITIONS**

- 8.1 The Agency reserves the right not to accept the lowest quotation during quotation process.
- 8.2 The Agency reserves the right to return late quotation submissions unopened.
- 8.3 The Agency reserves the right to cancel or not to award the quotation to any supplier and participating service providers will not be reimbursed for expenses incurred while participating.

## **9. CONTRACTING**

- 9.1 Upon the finalization of the property selection process. NDA's legal department shall sign the lease agreement herein referred to as Annexure "A".
- 9.2 All discussions and negotiations regarding the contents of the lease agreement shall be done with NDA's legal department through the SCM premises.

## **10. DISCLAIMER**

- 10.1 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the NDA (other than minor clerical matters), the bidder must promptly notify NDA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the NDA an opportunity to consider what corrective action is necessary (if any).
- 10.2 Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NDA will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.
- 10.3 No representations made by or on behalf of NDA in relation to this bid will be binding on the NDA unless that representation is expressly incorporated into the contract ultimately entered into between NDA and the successful bidder.

## **11. ADDITIONS AND AMENDMENTS TO THE RFP**

- 11.1 The NDA reserves the right to change any information in, or to issue any addendum to this bid before the closing date and time. The NDA and its premises, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- 11.2 If the NDA exercises its right to change information in terms of clause 11.1 all amendments will be posted on the NDA website and participating bidders will have the responsibility to regularly monitor the NDA website to ensure access to such changes.
- 11.3 The NDA will immediately disqualify a bidder from the bidding process if the bidder fails to notify the NDA of the conflict as required.





SBD 1 – Invitation to Bid

## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)

BID NUMBER: **NDA26/FIN15/18**

CLOSING DATE: **22 MARCH 2018**

CLOSING TIME: **14:00**

DESCRIPTION: **IDENTIFICATION OF PREMISES FOR OFFICES SPACE FOR THE NDA**

**The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).**

BID DOCUMENTS MAY BE POSTED TO:.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER .....

FACSIMILE NUMBER CODE.....NUMBER.....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER .....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)

YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....  
 A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....  
 A REGISTERED AUDITOR .....  
 [TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE  
 IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED .....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Department: .....

Contact Person: .....

Tel: .....

Fax: .....

E-mail address:.....

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

Contact Person: .....

Tel: .....

Fax: .....

E-mail address:.....

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).



SBD 3.2 – Non-Firm Prices

## PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

**NOTE:** PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid number.....
Closing Time 11:00 .....	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
<hr/>			
- Required by:			.....
- At:			.....
- Brand and model			.....
-			.....
- Country of origin			.....
- Does the offer comply with the specification(s)?			*YES/NO
- If not to specification, indicate deviation(s)			.....
- Period required for delivery			.....
- Delivery:			*Firm/not firm

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable



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**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE





SBD 4

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative:  
.....
  - 2.2 Identity Number:  
.....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):  
.....
  - 2.4 Company Registration Number:  
.....
  - 2.5 Tax Reference Number:  
.....
  - 2.6 VAT Registration Number:  
.....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars: .....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder,  
aware of any relationship (family, friend, other) between  
any other bidder and any person employed by the state  
who may be involved with the evaluation and or adjudication  
of this bid?

YES/NO

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members  
of the company have any interest in any other related companies  
whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

**3 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number	Employee / Persal Number

**4 DECLARATION**

I, THE UNDERSIGNED  
(NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS  
CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN  
TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD  
THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



## SBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration



Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

#### 5. BID DECLARATION

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

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

#### 7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....



- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

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

[TICK APPLICABLE BOX]

- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
    - (a) disqualify the person from the bidding process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution.

## WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....



SBD 8

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p>    		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

Js365bW

.....  
**Name of Bidder**





## SBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe 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 SBD 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 (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

(Bid Number and Description)

(Name of Institution)

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 consortium<sup>3</sup> 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.

**<sup>3</sup> 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.**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2



## LEASE AGREEMENT

made and entered into by and between

### THE NATIONAL DEVELOPMENT AGENCY

A schedule 3 Public Entity Established in terms of the National development Agency Act,  
1998 (Act No. 108 of 1998)

(Hereinafter referred to as the **"NDA"**)

Herein represented by **Mrs Thamo Mzobe** in his capacity as the Chief Executive Officer,  
duly authorised thereto

and

**XXXXXX**

A Company registered in terms of the Companies Act,  
Duly represented by ...In his capacity as ...

(Hereinafter collectively referred to as the **"Parties"**)

**NOW THEREFORE THE PARTIES WISH TO RECORD THE TERMS OF THEIR AGREEMENT AS FOLLOWS:**

## **12. DEFINITIONS AND INTERPRETATIONS**

### **12.1 Definitions**

Unless the context indicates otherwise, the following expressions shall bear the meanings assigned to them and cognate expressions shall bear corresponding meanings:

### **12.2 Interpretation**

- .2.1 This document including the Introduction constitutes the sole record of this Agreement between the Parties relating to its subject matter and cancels and novates any prior verbal or written communication relating to such subject matter, whether express or implied, including any letters, drafts agreements, memoranda or minutes.
- .2.2 Words in persons shall include bodies corporate and vice versa.
- .2.3 The singular shall include the plural and vice versa and reference to any gender shall include the other gender.
- .2.4 Any reference to a statutory provision shall include a reference to that provision as amended from time to time.
- 1.2.6 In the event of any conflict between this Agreement and the Annexures attached hereto, the provisions of this Agreement shall prevail.

## 12. PARTIES

The parties to this lease are:

12.1 The National Development Agency a schedule 3 Public Entity Established in terms of the National development Agency Act, 1998 (Act No. 108 of 1998); and

12.2 ...XXXX

## 3. PREMISES

The Landlord lets to the tenant the whole of the property situated at ....., described as (deeds office description including extent and square meters.

## 4. PERIOD

This lease will commence on .....and remain in force for a period of ..... years until ..... subject to clauses 5 below, unless extended by the parties, in writing.

## 5. TERMINATION

In instances of breach of the Agreement where less notice is required, either party may terminate this agreement by giving six **(6) months** written notice to other.

## 6. Renewal

6.1 The Parties have the right to renew the lease for a further period commencing on the first day after the termination date and on same terms and conditions of this Lease.

6.2 The party intending to have the lease agreement renewed shall give the other party written notice thereof as provided in 6.3 hereunder.

6.3 At least six months prior to the expiry of the lease period the Party intending to have the lease agreement renewed shall notify the other Party in writing of its intention to exercise the right to renew the lease.

## **7. RENTAL**

7.1 The rent will be R ..... (including VAT) per month for the first year and is subject to a .....% annual escalation for the subsequent years.

7.2 The tenant shall pay the rent in advance on the first day of each month commencing on.....

7.3 The payment of rates and electricity shall be .....

## **8. Deposit**

8.1 A deposit equal to one month's rental shall be payable upon signing the lease agreement in order for the municipality to cover for any damages that may be incurred on the property and it will escalate as and when the rental escalates.

## **12. THE USE OF PREMISES**

12.1 The tenant is entitled to use the premises for the purpose of office accommodation only and for no other purposes, except with the written consent of the landlord, which consent shall not be withheld unreasonably.

12.2 While the lease is in force, the tenant shall:

- 3.2.1 comply with all the laws affecting its business or its business or its occupation of the premises;
- 3.2.2 not contravene, or permit the contravention of; any condition of title under which the landlord owns the premises;
- 3.3.3 not create any nuisance from the premises;
- 3.3.4 not do or keep on the premises anything which may not be done or kept in terms of any policy of insurance in respect of the premises.

## **10. SUITABILITY OF THE PREMISES**

The landlord warrants that the premises are suitable for the use and purpose for which they are let to enable the use and enjoyment thereof by the tenant.

## **11. MAINTENANCE**

11.1 Throughout the period of this lease the tenant shall maintain the whole of the premises in good order and condition, and carry out, at its own cost, any repairs or make any changes to the premises to make them suitable for this use except:

- 11.1.1 the maintenance of lifts, which shall be the responsibility of the landlord;
- 11.1.2 the maintenance of air conditioners, which shall be the responsibility of the landlord;
- 11.1.3 the cleaning of common areas, which shall be the responsibility of the landlord

## **12. OCCUPATION OF PREMISES**

12.1 The landlord warrants that the tenant's right to free and undisturbed possession of the premises from the commencement date until termination of the contract: subject thereto that any delay in taking



possession due to actions of the tenant, shall not be regarded as a delay on the part of the Landlord; and

- 12.2 The landlord warrants further that the premises are fit for the purposes in which occupation has been taken by the tenant.

### **13. NOTIFICATION OF DEFECTS**

The tenant shall give the landlord written notice within fourteen (14) days after the Commencement Date of this Lease of any defects in the Premises or any installations of whatsoever nature, or appliances therein which are defective or missing, failing such notice (or after the remedying of any matters stated in any such notice, as the case may be), the Tenant shall be deemed to have accepted the Premises, installations, appliances as being complete and without any defect therein and to have hired the Premises in the condition in which they are as at the Commencement Date (or after the remedying of any matters stated in any such notice, as the case may be).

### **14. IMPROVEMENTS**

- 14.1 The tenant shall not make any structural alterations or additions to the premises without the landlord's prior written consent, which shall not be reasonably withheld.

- 14.2 any alterations or additions made with the landlord's consent must be carried out by the tenant:

14.2.1 at its own cost;

14.2.2 in accordance with any other reasonable conditions and requirements stipulated by the landlord.

- 14.3 The tenant shall not be entitled to remove any alterations or additions which it has made and, on termination of the lease, they will remain the property of the landlord without compensation.

- 14.4 The tenant may install in the premises any fixtures and fittings necessary for the conduct of its business. Any fixtures and fittings not removed on termination of the lease will become the property of the landlord without compensation.

## **15. POST LEASE INSPECTION**

- 15.1 The Landlord shall furnish the dates and times at least sixty working (60) days prior to the expiry of the lease for the inspection of the premises after termination of the lease. Within sixty (60) days after the expiry of the lease, the Landlord shall ensure the following list are compiled;
- 15.1.1 A list of all the items where both parties agree that such items are damaged or defective and that the tenant is liable; and
- 15.1.2 A list of the items, which are damaged or defective and which in the opinion of the Landlord the tenant is liable for, whereas the tenant denies liability.
- 15.2 The items recorded in the list contemplated in clause 15.1.1 shall be rectified or replaced by the tenant.
- 15.3 The items recorded in the list contemplated in clause 15.1.2 shall be rectified or replaced as per agreement between the parties. Should the parties fail to reach such an agreement, the dispute may by agreement between the parties be referred to an independent professional who shall act as a mediator.
- 15.4 Thee tenant shall not be responsible for the payment of rent or damages during the month when the damages caused to the premises are being repaired.

**16. INSURANCE**

- 16.1 The Landlord shall insure the building and shall maintain such insurance throughout the currency of the lease and any extension thereof. The Tenant may not after commencement of the lease do, or allow anything that is contrary to the provisions, which will cause an increase in the premiums of any insurance policy held by the Landlord over the property.
- 16.2 Should the Tenant do or cause to be done anything that causes an increase in the premiums of such policy, the Tenant will be liable for the increase in the premiums occasioned by the actions of the Tenant. The Landlord shall furnish to the Tenant proof from the insurer.

**17. FIRE FIGHTING EQUIPMENT AND LIFTS**

- 17.1 The Landlord 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, 1977 (Act No. 103 of 1977) as amended, and or other applicable legislation.
- 17.2 The Landlord shall be obliged to maintain the lifts and ensure that regular checks are done in accordance with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) as amended and/ or other applicable legislation.

**18. DAMAGES OR DESTRUCTION OF THE PREMISES**

- 18.1 In the event of the premises being destroyed and therefore rendered totally unfit for occupation, this lease shall be terminated automatically.
- 18.2 In the event of the premises being damaged and remaining partially suitable for the purposes of the tenant, the parties shall have the right to terminate the agreement forthwith. Should the parties continue with the

agreement, the tenant shall be entitled to a reduction in rental to the extent to which the tenant is deprived of the full use of the premises.

## **19. BREACH**

19.1 If a Party ("Defaulting Party") commits any breach of this Agreement and fails to remedy such breach within 14 (Fourteen) business days ("Notice Period") of written notice requiring the breach to be remedied, then the Party giving the notice ("Aggrieved Party") will be entitled, at its option –

19.1.1 to claim immediate specific performance of any of the Defaulting Party's obligations under this Agreement, with or without claiming damages, whether or not such obligation has fallen due for performance and to require the Defaulting Party to provide security to the satisfaction of the Aggrieved Party for the Defaulting Party's obligations; or

19.1.2 to cancel this Agreement, with or without claiming damages, in which case written notice of the cancellation shall be given to the Defaulting Party, and the cancellation shall take effect on the giving of the notice. Neither Party shall be entitled to cancel this Agreement unless the breach is a material breach. A breach will be deemed to be a material breach if –

19.1.2.1 it is capable of being remedied, but is not so remedied within the Notice Period; or

19.1.2.2 it is incapable of being remedied or is not remedied within the Notice Period, and payment in money will compensate for such breach but such payment is not made within the Notice Period.

**20. GOVERNING LAW AND DISPUTE RESOLUTION**

20.1 This **Lease Agreement** shall be governed by and construed in accordance with the laws of the Republic of South Africa.

20.2 In the event of any dispute arising from this **Lease Agreement**, the Parties shall make every effort to settle such dispute amicably.

20.3 If the dispute is not capable of being settled between the Parties amicably, such dispute shall be elevated to the Legal Departments of both parties.

**21. MANAGEMENT RULES**

The Landlord will furnish the tenant with all agreed to management Rules, if any, prior to entering into this agreement.

**22. REASONABLE ACCESS**

The landlord is, after reasonable prior written notification to the tenant, entitled to reasonable admission to the leased premises in order to carry out inspections, maintenance and repairs and to show the premises to prospective new tenants.

**23. CESSION, ASSIGNMENT AND SUB-LETTING**

23.1 The tenant shall not, except with the prior written consent of the Landlord, which shall not be unreasonably withheld;

23.1.1 cede or assign all or any of the rights and obligations of the Tenant under this lease; or

23.1.2 sublet the premises in whole or in part; or

23.1.3 give up possession of the premises or any portion thereof to any third party.

**34. SALE OF PREMISES**

- 24.1 Transfer of the premises from the Landlord pursuant to a sale thereof shall not in any way affect the validity of this lease. 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 landlord and acquire all rights and be liable to fulfill all the obligations which the landlord, as landlord, enjoyed against or was liable to fulfill in favour of the tenant in terms of the lease.
- 24.2 Nothing shall prevent the landlord from advertising the premises as for sale" or as "to let " long as it does not disturb the Tenant in its use and enjoyment of the premises.

**25. FORCE MAJEURE**

- 25.1 Delay or failure to comply with or breach of any of the terms and conditions of this Agreement if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any Government or other Authority, compliance with Government orders, demands or regulations, or any circumstances of like or different nature beyond the reasonable control of the Party so failing, will not be deemed to be a breach of this Agreement nor will it subject either Party to any liability to the other.
- 25.2 Should either Party be prevented from carrying out its contractual obligations by force majeure lasting continuously for a period of 60 (sixty) days, the Parties will consult with each other regarding the future implementation of the contract. If no mutually acceptable arrangement is arrived at within a period of 10 (ten) days thereafter, either Party will be entitled to terminate the Agreement forthwith on written notice.



## **26 GOOD FAITH AND CO-OPERATION**

26.1 The Parties shall co-operate and assist each other in all dealings with any other Party that is necessary to cause this Contract and all other Contracts contemplated herein to be achieved including but not limited to Contracts with the national, provincial and local government, government agencies and the private sector.

26.2 The Parties undertake to do all such things and to sign all documents reasonably necessary to give effect to the implementation of this Contract.

## **27. LEGAL COSTS**

Each Party will pay its own costs and expenses incurred by it in connection with the negotiation and execution of this Contract.

## **28 GENERAL**

### **28.1 Entire Agreement**

28.1.1 This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.

28.1.2 This Agreement supersedes and replaces any all previous communications, representations, understandings and agreements, either oral or written, between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

#### **28.2 Variations to be in Writing**

No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.

#### **28.3 No Indulgences**

No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of either Party arising from this Agreement and no single or partial exercise of any right by either Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by that Party or operate as a waiver or a novation of or otherwise affect any of its rights in terms of or arising from this Agreement or stop or preclude it from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of either Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

#### **28.4 No Waiver or Suspension of Rights**

No waiver, suspension or postponement by either Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and signed by that Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.

#### 28.5 Provisions Severable

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

#### 28.6 Continuing Effectiveness of Certain Provisions

The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as 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 that the clauses themselves do not expressly provide for this.

### 29. DOMICILIUM AND NOTICES

29.1 The Parties select as their respective *domicilia citandi et executandi* the following physical addresses, and for the purposes of giving or sending any notice provided for or required under this Agreement, the said physical addresses as well as the following telefax numbers –

<b>TENANT :</b>	<b>Physical Address</b>
	26 Wellington Road
	Parktown North
	2193

**Postal Address**

Private Bag X 31959

Braamfontein2017

Fax: 011 018 5587

**LANDLORD:**

provided that a Party may change its *domicilium* or its address for the purposes of notices to any other physical address or telefax number by written notice to the other Party to that effect. Such change of address will be effective 5 (five) business days after receipt of the notice of the change.

29.2 All notices to be given in terms of this Agreement will be given in writing and will –

29.1.1 be delivered by hand or sent by telefax, and by way of email;

29.1.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and

29.1.3 if sent by telefax during business hours, be presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.

29.1.4 Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 19.

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_  
2017 in the presence of the undersigned witnesses.

\_\_\_\_\_  
**FOR THE TENANT**

**Mrs Thamo Mzobe**

WHO BY HER SIGNATURE HERETO WARRANTS  
THAT SHE IS AUTHORISED TO SIGN ON BEHALF  
OF THE TENANT

AS WITNESSES:

1. \_\_\_\_\_ 2. \_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_  
2017 in the presence of the undersigned witnesses.

\_\_\_\_\_  
**FOR LANDLORD**

**XXX**, WHO BY HIS SIGNATURE HERETO  
WARRANTS THAT HE IS AUTHORISED TO SIGN ON  
BEHALF OF THE LANDLORD

AS WITNESSES:

1. \_\_\_\_\_ 2. \_\_\_\_\_

For: Legal Services

## SCHEDULE 1

### 1. Addresses:

LANDLORD: XXXXXXXXXXXXXXXXXXXX

P O Box XXXX  
George  
XXXX

XXX XXXXX  
George  
XXXX

TENANT

duly presented by ..... in capacity as  
.....duly authorised thereto by virtue of a  
resolution.

- |  |   |  |
|--|---|--|
| 2. Premises Leased<br>Development building | : | Portion -in the Planning and Social                      |
| 3. Floor Area Leased (m2)                  | : |  |
| 4. Adjustment Date                         | : | last day of annual period                                |
| 5. Commencement date                       | : | .....  |
| 6. Commencement rental                     | : | 1 September 2017   |
| 7. Escalation rate                         | : | Subject to annual review by Council<br>and/or Management |
| 8. Lease Period                            | : | 3 Years  |
| 9. VAT Registration No                     | : | 0000 0000 00   |
| 10. Pro-rata share                         | : | N/A  |
| 11. Renewal Period<br>expiry)              | : | 1 September 2017 (three months prior                     |
| 12. Termination date                       | : | 30 August 2020   |
| 13. Use of premises                        | : | Offices for National Development Agency                  |



## SCHEDULE 2

Details of installation required by Tenant:

INSTALLATION:	PARTY EFFECT:	PARTY TO PAY:

### 2. Arrangements in respect of installation at termination:

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