

<b>RFT NUMBER:</b>	<b>RFT 05 2025_2026</b>
<b>DESCRIPTION:</b>	<b>TENDER FOR APPOINTMENT OF SERVICE PROVIDER FOR HEAD OFFICE ACCOMODATION FOR A PERIOD OF FIVE (5) YEARS</b>
<b>PUBLICATION DATE:</b>	<b>19 September 2025</b>
<b>VALIDITY PERIOD:</b>	<b>120 days from the closing date</b>
<b>CLOSING DATE:</b>	<b>10 October 2025</b>
<b>CLOSING TIME:</b>	<b>11:00 am</b>
<b>BRIEFING SESSION:</b>	<b>NONE</b>
<b>BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO FPB TENDER BOX LOCATED AT THE RECEPTION WEEK DAYS - MONDAY TO FRIDAY FROM 08H00AM TO 16H00PM</b>	<b>Film and Publication Board (FPB),Eco Glades 2, 420 Witch Hazel Ave, Eco Park, Centurion 0169 (PRETORIA)</b>
<b>SCM INQUIRIES: For all bidding related enquiries</b>	<b>Mr. Lastar Makhubela E-mail: <a href="mailto:tenders@fpb.org.za">tenders@fpb.org.za</a> Tel: 012 003 1400</b>
<b>NAME OF BIDDER:</b>	
<b>CSD NUMBER:</b>	
<b>TOTAL BID AMOUNT OFFER (Including VAT): R</b>	

## **TENDER INSTRUCTIONS**

1. Bid documents should be completed with a black pen.
2. All pages of the tender documents should be initiated
3. Tender documents should be fully completed and neatly binded
4. All the necessary supporting documents should be attached to the tender documents clearly marked as annexures on the table of contents
5. On submission of tender, bidders should ensure that they sign a bids submission register at reception.
6. Bidders should ensure that along with the original bid documents, they should submit a USB and relevant supporting documents.
7. Late tenders will be regarded as unacceptable bid.
8. Online or electronics submission is not accepted, and those tenders not deposited in the relevant tender box, will NOT be accepted.
9. There is no briefing session in this tender
10. Bidder must submit proof of BBBEE scorecard to claim points for a specific goal
11. All clarity seeking questions and enquiries should be directed to Supply Chain Management Division (E-mail: [tenders@fpb.org.za](mailto:tenders@fpb.org.za)) that important information can be shared with other bidder (if applicable)

**“In submitting any information or documentation requested above or any other information that may be requested pursuant to this RFQ/tender, you are consenting to the processing by FPB or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder (“POPI Act”). Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify FPB against any civil or criminal**

**action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.”**

Name and Surname:.....

Signature: .....

**A. CERTIFICATES OF AUTHORITY FOR SIGNATORY**

Status of concern submitting tender (delete whichever is not applicable.)

COMPANY /PARTNERSHIP /ONE-PERSON BUSINESS /CLOSE CORPORATION/  
JOINT VENTURE

**B. COMPANIES**

If the bidder is a company, a certified copy of the resolution of the Board of Directors, personally signed by the chairperson of the board, authorizing the person to signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the board of Directors on.....20....., Mr. / Ms .....

..... has been duly authorized to sign all documents in connection with

**BID NO. RFT05 2025\_2026**

SIGNED ON BEHALF OF THE COMPANY:

.....

IN HIS CAPACITY AS:

.....

DATE:

.....

SIGNATURE OF

SIGNATORY: .....

WITNESSES:

1.....

2.....

**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as .....

Hereby authorize..... to sign

this bid as well as any contract resulting from the bid and any other documents

and correspondence in connection with this bid / or contract on our behalf.

.....	.....	.....
Signature	Signature	Signature
.....	.....	.....
Date	Date	Date

**D. ONE-PERSON BUSINESS**

I, the undersign..... hereby confirm that I am the  
sole owner of the business trading as.....

.....  
Signature

.....  
Date

**E. CLOSE CORPORATION**

If the case of a close corporation submitting a bid, a certified copy of the founding Statement of such corporation shall be included with the Bid, together with a resolution by its members authorizing a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the members at the meeting on the .....20..... at  
.....Mr. / Ms.....whose signature appear below,  
has been duly authorized to sign all documents in connection with **BID NO.**

**RFT05 2025\_2026**

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

.....

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

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES:1 . .....

2.....

**Certificate of Authority for Joint Ventures**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize Mr. /Ms..... , authorized

Signatory of the company....., acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature. . . . . Name ..... Designation .....
		Signature. . . . . Name ..... Designation .....
		Signature. . . . . Name ..... Designation .....
		Signature. . . . . Name ..... Designation .....

**TERMS OF REFERENCE: APPOINTMENT OF SERVICE PROVIDER FOR  
PROVISION OF HEAD OFFICE SPACE ACCOMMODATION FOR A PERIOD OF  
FIVE (5) YEARS**

The Film and Publication Board (FPB) is a state entity established in terms of the Films and Publications Act, 1996 (Act No. 65 of 1996), as amended (FP Act), whose main objective is to regulate, both on physical and online platforms, the creation, possession and distribution of films, games and certain publications. Such regulation is amongst others in order to protect children from disturbing and harmful content and to provide content information to adults that will enable them to make informed reading, viewing and gaming choices for both themselves and children in their care.

The FPB is seeking alternative office accommodation to house its Head office for a period of five year commencing on 01 March 2026.

## **1. KEY INFORMATION**

1.1. The proposed building must:

- 1.1.1. Be easily accessible to the public and preferably be within 5 kilometres from public transport (e.g. road and rail public transport).
- 1.1.2. Be located in close proximity to government departments and/or entities, retail shops, restaurants, banking facilities, public parking facilities, schools/day-care, gym facilities and other commercial nodes.
- 1.1.3. Comprise of one (1) stand-alone building or multi tenanted building to house all the FPB's number of employees required with up to **101 employees** and includes a job titles (as per attached Annexure A).- to make total square metre including common areas required to **2200**.
- 1.1.4. Include a ground floor. If a multifloored building is proposed, all floors must have wheelchair access.
- 1.1.5. Be located within the Pretoria area.
- 1.1.6. Be an A-Grade building of not more than 30 years old and proof must be provided by bidder or an A-Grade building, either newly constructed or refurbished to meet A-Grade standards, with valid occupancy and compliance certificates. Building construction certificate of completion must be provided as proof.



1.2. The FPB's current premises are located at 420 Witch Hazel Avenue, Eco Park, Centurion. The prospective bidders are advised to make reference to Needs Analysis attached which sets out FPB's current staff complement and office/facilities requirements.

1.3. The duration of the lease will be 5 years with the option to renew if needed.

1.4. Prospective bidders are invited to provide comprehensive information on an existing building that can be refurbished to suit the FPB's requirements. The proposed building must be ready for occupation on 1 March 2026, after FPB's fit-outs and installations.

1.5. Prospective bidders must be prepared to provide a complete office accommodation solution, including fit-out of the premises (turnkey solution) as per the FPB's specific requirements (designs & specifications). This turnkey solution should take into consideration the stipulated occupation date.

1.6. Prospective bidders must indicate the time frame required to refurbish the building with beneficial occupation date as well indicative rentals.

1.7. The bidder must ensure that all refurbishments/fit-outs are undertaken by contractors registered with CIDB at the appropriate grading level, with proof to be submitted. Prospective bidder will also be responsible for publishing the construction works with the Construction Industry Development Board (CIDB) for any/all refurbishments and/or office fit outs to be made as part of the bid at its own cost.

1.8. The location must be clearly visible from traffic routes and must have unimpeded entrance to the public area from street level.

1.9. The proposed building must have appropriate security features such as physical guarding, physical and electronic access control, CCTV coverage of the building, if the building is part of an office park then perimeter fencing should be available.

Provide full details of such security features (e.g. make & model where applicable).

1.10. Substitute/sub-standard materials and finishes may not be used to price this bid. The overall aspects of the proposed building will be assessed with the physical evaluation of the premises. This physical evaluation is an integral part of the bid process.

1.11. Maintenance on the exterior of the building, fire detection, fire extinguishers, and Heating and ventilation systems remains the responsibility of the bidder. The potential bidder may enter into a maintenance contract with the FPB for the maintenance and repair on the interior of the building (e.g. electrical, plumbing, faulty lighting, carpentry, handyman services etc., including supply and installation), as well as installed equipment on an "as and when required" basis, at prevailing market rates.

1.12. **Prospective bidders must submit separate bid responses for each premises offered/proposed, should more than one premises be offered for consideration.**

## **2. BENEFICIAL OCCUPATION**

2.1. For purposes of this bid, beneficial occupation means a rent-free period provided by the landlord, in order to give FPB time to do fit outs and installations and ready the premises before moving in. **Beneficial occupation must be for a minimum of three (3) months, or as required to complete FPB fit-outs, whichever is longer, rent-free.**

2.2. The premises must be available for **beneficial occupation immediately after award of the bid to accommodate the duration required** for fit-outs and installations, for a period outlined in the turnkey solution by the bidder.

2.3. The **lease commencement date is 01 March 2026** when the FPB should move into the building after the beneficial occupation period where all fit outs would have been completed.

### **3. ACCCOMMODATION NORMS**

#### **3.1 PROPERTY**

**3.1.1. Type of Premises:** - The premises should be:

3.1.1.1. Well secured, with up-to-date security facilities/technology;

3.1.1.2. Suitable for typical office accommodation.

**3.1.2. Broadband Infrastructure:** - The building must have:

- High-speed Fiber to Business infrastructure should be available for **50mbps line speeds or more**
- Building must have clear Fiber Routes from the Street to the server Room, and sufficient manholes inside the yard for easy fibre installation.
- Fiber Routes should have dedicated Termination Points i.e., Buddy Boxes that are secured inside the Building with a key.
- Building must have a Clear Line of Site to Mobile Towers and Microwave Connection. To Major Cell phone Providers
- Clear Cable routes should be available from the Microwave to the server through Cable Trays that are independent of other Cables lines like Power etc

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**3.1.3. Property/Building:** - The property offered should be able to provide a total lettable area of at least **2200m<sup>2</sup>(space as per annexure A attached)** of office space for lease purposes, preferably closer to the ground floor as net usable area. The proposed office space must be measured according to the latest South African Property Owners Association's (SAPOA) method for measuring floor areas in commercial buildings. The building must provide a minimum of 2200m<sup>2</sup> usable office space (as per SAPOA method). **The bidder must also disclose the Gross Lettable Area (GLA) and provide certified measurement certificates.**

**3.1.4. Space Planner & Interior Designer/Decorator:**

3.1.4.1 The bidder is requested to avail a space planner and interior designer/decorator to assist the FPB with office layout planning and execution. The cost of which are to be included in the bid (This includes cost of space planner, the

CAD drawings, office fit - outs and installations, partitioning, and other costs related to prepare the space).

3.1.4.2. The space planner must be available to meet with FPB Management at least 4 times to assess the needs of the FPB and present the printed CAD drawing options available to the FPB (within the priced limits as per 3.1.4.1.).

3.1.4.3. The final FPB CAD drawings/layout approved must be emailed in PDF format and hard copies made available to the FPB.

## **3.2 THE BUILDING**

3.2.1. The building shall comply with local municipal by-laws, National Building Regulations and Building Standards Act, 1977; the South African National Standards (SANS), Occupational Health & Safety Act, 1993; and any other relevant legislation/regulations as applicable.

3.2.2. The building design should address lighting, indoor environmental pollutants, comfort factor/ergonomics, fire detection/prevention, fibre optic and associated connectivity requirements as well as mitigation of noise levels to ensure a working environment that increases productivity and reduces the occurrence of sick building syndrome. The FPB may make a request to take the identified building "as is" if it fits FPB's space planning requirements and also to save time & costs. **Qualifying bidders may be requested to make presentations to the FPB on the proposed building.** Additionally, the bidder may be required to make the building available for site visit/inspection as may be deemed necessary by the FPB.

## **3.3. PARKING**

3.3.1. A minimum of **150** parking bays (which includes 5 covered parking for persons with disabilities) must be made available for exclusive use of official vehicles, staff and visitors at the premises.

3.3.2. The parking bays provided shall be made available to the FPB on a 24-hour basis, daily, in a safe and secure environment.

3.3.3. If parking bays are not inside a sheltered area then the bidder should provide a rate for covered parking and for open parking to enable the FPB to choose.

3.3.4. Parking bays should be at a minimum size of 2.5 meters wide and 5 meters in length and 3.5 meters wide and 5 meters in length for disabled parking.

#### **4. ACCOMMODATION STANDARDS**

The proposed building must provide for the following, as prescribed by the National Building Regulations:

- 4.1. Adequate (HVAC) Heating, Ventilation and Air-Conditioning;
- 4.2. Implementation of smoking by-laws;
- 4.3. Toilet Facilities;
- 4.4. Water Supply;
- 4.5. Electrical Supply;
- 4.6. Fire Risk management;
- 4.7. Emergency evacuations;
- 4.8. Standby power supply;
- 4.9. Acoustics and noise standards;
- 4.10. Vertical movement;
- 4.11. Security;
- 4.12. The building must be declared gun-free;
- 4.13. Accessibility to the building (including for people with disabilities and adherence to OHS standards);
- 4.14. Parking facilities;
- 4.15. CAD<sup>1</sup> drawings or equivalent of the existing premise;
- 4.16. Full compliance certification must be supplied upon final works completion;
- 4.17. Allow the FPB to put up signage in strategic spots within or around the building to make the FPB visible to the public;
- 4.18. Rental, operating and parking costs should be market related; and
- 4.19. The term of the lease should be 5 years with an option for first right of refusal to renew.

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<sup>1</sup> CAD drawings refers to computer-aided design of 3D or 2D building drawings, showing overhead views of building floor plans and outdoor landscapes

## 5. IT INFRASTRUCTURE

5. 1. The building / office park should have an IT infrastructure, allowing tenants to utilise data/voice with an open access fiber-optic network.
- 5.2. The Building must have a dedicated server room that is fitted with a dry fire suppression system and fire alarm.
- 5.3. **Premise of Sever Room:** If the server room is set up within same building where FPB employees will be based, it should be at least in its own fire protection area. This is just to minimize the extend of damage or loss that could arise from the environment.  
Server Room must be on the ground Floor.
- 5.4. **Power Supply:** the server room must have adapted circuits. More points if it is connected to its own circuit, separate from other systems. Otherwise socket strips with voltage filters should be used.  
The Server Room should be connected to a UPS which ensures continued power supply until an emergency power generator/alternative power supply takes over in an emergency.  
Computer equipment and HVAC should have separate power panels.
- 5.5. **Raised Floor System:** The server room must have an effective raised access floor system. To enable cabling, pipework, electrical wiring, data and telecoms wiring, security wiring and HVAC/air conditioning system,
- 5.6. **Heat, Fire, Flame:** The Server Room should not have windows.

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The server room must be protected from heat, fire and flame. Installed air conditioning systems, smoke detectors and fire alarm systems. fire extinguisher should be available.

Server room should contain fire, smoke, water and humidity monitors.

- 5.7. **Protection Against Burglaries:** entry and entry options into the server room should be secured so that they can withstand more time-intensive break-in methods. If windows can be reached from the public space, they must e.g. secured by grids, locks, safety glass. Hatches, light wells and similar parts of the building can also provide access and must be secured accordingly.  
Access Control by means of Biometric devices.

- 5.8. **Cable Trays:** Server Room Must have dedicated cable trays for Data Cables and Power.
- 5.9. **Cooling System:** Server Room should have underfloor cooling; Use cooling equipment with variable speed fans; and HVAC/air conditioning system independent from the main building HVAC.

## **6. HEATING, VENTILATION AND AIR CONDITIONING**

6.1. The ventilation of the building must be in accordance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993). The building should be fully air-conditioned, with all maintenance, repairs and replacements undertaken by the bidder. The ambient temperature required will be 22 degrees Celsius (with a variance of 8 degrees Celsius up or 6 degrees Celsius down). A Mechanical Engineer's assessment report on the condition of the air-conditioning installed in the building may be requested at the bidder's cost. The air-conditioning installation / units should at least have a remaining life expectancy of the lease term.

6.2. In this regard, provisioning must be made for the air-conditioning system to:

- be connected to a programmable HVAC building management system (BMS);
- be on a timer for different building zones;
- be able to control temperatures for each section of the building and different office spaces;
- comply with all SANS and South African Bureau of Standards (SABS) codes and Health and Safety codes;
- be energy efficient (in terms of design and functionality) with heat capture; and be of a low noise and low-vibration type.

## **7. ABLUTION FACILITIES**

7.1. The bidder shall hand over modern, fully functional ablution facilities which are in good condition at beneficial occupation. The FPB will require the bidder to provide modern, hygiene equipment in instances where ablution facilities are shared with other tenants. The following norm shall be applied:

### Sanitary Fixtures for Buildings (SANS 10400-1990)

	Number of sanitary fixtures to be installed relative to the population				
For a population of up to:	Males			Females	
	WC <sup>2</sup>	Urinals	Washbasins	WC	Washbasins
≤ 8	1	1	1	2	1
≤20	1	2	2	3	2
≤40	2	3	3	5	3
≤60	3	4	4	6	4
≤80	4	6	5	9	5
≤100	4	8	6	12	6
≤120	5	9	6	14	7
≤140	5	10	7	15	8
≤180	5	11	8	16	8
>180	For a population in excess of 180 add 1 WC pan, 1 urinal & 1 wash basin for every 50 persons			For a population in excess of 180 add 1 WC pan for every 50 persons	For a population in excess of 180 add 1 washbasin for every 50 persons

7.2. The FPB may, under a separate contract, install additional sanitation equipment as needed after taking occupation.

## 8. PERSONS WITH DISABILITIES

Toilet facilities for persons with disabilities (Clients and Staff) have to be provided according to National Building Regulations, SANS 10400.

<sup>2</sup> WC: a water closet/bathroom



## **9. WATER SUPPLY**

9.1. The municipal water supply where applicable shall be metered separately for the FPB.

9.2. The FPB requires a water pressure of at least 4 Bar, should 4 Bars not be available, FPB requires the bidder to provide water equipment(s) at own cost to achieve the desired water pressure.

9.3. The FPB will require standby water tanks with a capacity of 20 000 or more liters, with fully automated booster pumps or equivalent, to provide continuous water supply to FPB's premises, at the bidder's cost.

## **10. ELECTRICAL SUPPLY**

10.1. The power supply where applicable shall be metered separately and power factor correction and Auto Vault Regulation (AVR) equipment shall be installed. The installation is to comply with all relevant regulations and by-laws. Sufficient power supply is to be provided to meet demand at peak times in excess of up to 20% <sup>3</sup> of normal use. It must be taken into account that all FPB staff will be equipped with a computer or laptop.

10.2. All main electrical supply shall be governed with class one and class two lightning surge protectors.

10.3. The building must be have a continuous emergency power supply enough to carry the electrical needs of the office during a power outage(i.e. back up generators/alternative power supply). This must be maintained by the bidder to ensure minimal interruption of electrical service.

## **11. POWER POINTS**

The electrical (or building) design must make provision for power points to be provided as per FPB requirements with the following guidelines:

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<sup>3</sup> The electricity distribution box (DB) installed at the proposed building must have sufficient capacity to cater for this requirement

- Each person will be equipped with at least one single normal power point and one red dedicated power points.
- Each third person will have an additional white power point.
- Single-phase 15 Amp socket outlets in passages and operational areas shall be provided for cleaning and maintenance task and shall be wired separately from the power supply to the main operational areas.
- The minimum distance for the repetition of these power points should not be less than 10m.
- The proposed building must be connected to a back up power generator/alternative power supply which is able to carry all the electrical needs of the FPB in the event of a power failure. This alternative source of power should be able to take over from the UPS within 5minutes of a power outage

## **12. LIGHTNING PROTECTION**

The building shall have sufficient lightning/surge protection, which must be inspected regularly to ensure that it is and remain in good working condition, in line with SANS 62305 – All Parts, at the bidder's cost. Proof of installed lightning surge protection must be provided as part of building handover.

## **13. LIGHTING**

13.1. All interior lighting shall be designed and installed to conform to SANS 101141:2005 Edition 3 or latest approved standards. A professional lighting design engineer shall certify the design and installation at bidder's own cost.

13.2. The lighting design shall take into consideration the type of work that will be performed which includes sorting, filing, data capturing and computer based work areas. Each functional area and/or teams shall have independent control of lighting while emergency lights shall comply with National Building Regulations.

13.3. The provision of automated light switching (occupancy sensors) as first stage energy saving is a requirement for this tender, for both interior and exterior of the building. Proof of such must be provided during the building handover.

## **14. FIRE PROTECTION & RISK MANAGEMENT**

Fire control, safety and risk management shall be in full compliance with the National Building Regulations, SANS 10400 as amended. Provide full details of the fire detection/system, including features which includes but not limited to the public address system, warning alarms, make and model. **It will be required that a complete Automatic Sprinkler Inspection Bureau (ASIB) report<sup>4</sup> be submitted, along with all other information regarding Fire Compliance, as part of handover documents for this tender.** The FPB requires that a dry air fire suppression system be installed in the ICT Server room by the time of building occupancy. Provisioning, certification, continuous maintenance of the installations and equipment will be the responsibility of the bidder, for the duration of the lease period.

## **15. VERTICAL MOVEMENTS**

### **15.1. STAIRS**

Non-slippery stairs and accompanying handrails/banisters must be installed in line with National Building Regulations. They should allow free and safe movement of FPB staff and clients from one floor to another. They must have dimensions appropriate to its use, as prescribed by SANS 10400 or latest amendments and must be applied in conjunction with several other standards.

### **15.2. LIFTS, HOISTS & ESCALATORS**

15.2.1. Taking into account rules contained in SANS 10400 4.44 to 4.47, as set out in the SA Standard Code of Practice for the Application of the National Building Regulations, as issued by the South African Bureau of Standards (SABS), it is required

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<sup>4</sup> ASIB report refers to an independent and unbiased inspection report for sprinkler protection and fixed fire protection systems maintenance service. The report ensures that all equipment has been designed and installed in accordance with the minimum accepted requirements of internationally recognised standards and criteria and are maintained and inspected according to this.

that the building offered, if consisting of more than one floor, shall be provided with at

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least one (1) lift to be utilised as a passenger lift to transport at least eight (8) persons or goods with a minimum payload of 1 000 kg at a given time. The minimum clear entrance to the lift shall be of such dimension that it will be accessible for a wheelchair. The minimum recommended lift width and depth should respectively be 1000 mm and 1500 mm. If the building has a basement, the lift shall also serve that area.

15.2.2. All passenger lifts shall be equipped with voice sensitizers and braille buttons, as required by national elevator codes and recommended for all elevator applications. These features allow employees, visitors and clients access to crucial information in and outside of the elevator for safe use, in line with the EN81-70 standard and related standards, which define lift size, interior accessories and functionality. In addition, the lifts shall be connected to the control room of the service provider, for purposes of continuous communication in the event of lift stoppages.

15.2.3. The breakdown time allowed per lift or hoist per month shall not exceed 6 hours on a monthly basis. The breakdown times shall be recorded, reported and agreed with the FPB before raising the rental invoice. In the event of breakdowns exceeding the allowed breakdown time, the FPB shall be entitled to deduct a penalty equal to the monthly maintenance contract cost from the following month's rental payment.

15.2.4. If the response time for passenger or goods entrapment exceeds sixty (60) minutes, the FPB shall be entitled to deduct a penalty equal to 10% of the monthly maintenance contract cost from the following month's rental payment.

### **15.3. CARRYING CAPACITY OF FLOORS**

The floors should allow a carrying capacity of at least 250kg/m<sup>2</sup> in normal office areas. The bidder shall issue a certificate, during the building handover, signed by an

independent professional engineer (registered with Engineering Council of South Africa (ECSA) confirming the carrying capacity of such areas.

## **16. ACOUSTIC AND NOISE**

All outside noises shall be reduced to an acceptable level (between 40 – 60 Decibels) that allows people to perform their functions.

The FPB requires an auditorium as per the attached space needs analysis which must contain noise levels between 40 and 50db which must be installed by the bidder prior to occupation.

## **17. SECURITY SERVICES**

The proposal should include the bidder's contribution to the physical security requirements of the proposed building, in terms of Minimum Physical Security Standards. The supply of security installations, inside the building will be the sole responsibility of the FPB.

## **18. ACCESSIBILITY TO THE BUILDING**

The building shall accommodate persons with disabilities and comply with the relevant acts, regulations and municipal by-laws.

## **19. RATES**

### **19.1. RATES AND MAINTENANCE**

Rental rates and operational charges shall also include all future maintenance required to keep the building operational and shall be adjusted annually on the **adjustment date**. Rates shall also include but not limited to the maintenance of the exterior of the premises such as:

19.1.1. Roofs;

19.1.2. HVAC including cleaning the diffusers inside;

- 19.1.3. Lightning protection;
- 19.1.4. Plumbing;
- 19.1.5. Electrical supply, up to DB board;
- 19.1.6. Fire Protection & Detection;
- 19.1.7. Common area electrical reticulation;
- 19.1.8. Grounds and gardens;
- 19.1.9. Storm water and drainage;
- 19.1.10. Parking; and
- 19.1.11. Washing the external windows & facades.
- 19.1.12. Security to be included if applicable
- 19.1.13. Repainting of the building interior and exterior should be accommodated
- 19.1.14. Pest control and routine fumigation services
- 19.1.15. Refuse collection

## **19.2. ADJUSTMENTS**

Unless otherwise indicated, the annual escalation of the rental and operating charges shall not exceed the average escalation rates for similar properties in the similar area, as indicated in the most recent Rode's Report on the SA Property Market, which is published quarterly. The escalations must be market-related.

Annual escalation rate of not greater than CPI, with a motivation if this exceeds CPI;

## **19.3. VARIATIONS**

The proposal must indicate all variations to the escalation rate(s) and a complete list of Allowances must be provided to the FPB.

## **20. INFORMATION REQUIRED**

### **20.1. PROPERTY INFORMATION**

- 20.1.1. Property street address and stand number, as specified in zoning documents;
- 20.1.2. Landlord (lessor) name, address, city, postal code, telephone and fax numbers,  
and email addresses;

- 20.1.3. Leasing agent, representative and telephone and fax numbers and email addresses;
- 20.1.4. Details of all partners to this offer;
- 20.1.5. Detail of proposed rental options, indicating the sixty (60) months with an option to renew; and
- 20.1.6. The tenant installation allowance provided by the bidder.
- 20.1.7. Bidder must disclose any ongoing legal matters or land claims on the property if any.
- 20.1.8. Building Insurance must be valid throughout the lease period, FPB reserves the right to have copy for record purposes.
- 20.1.9 All refurbishment costs must be amortised into rental over the lease term – avoids double charging.

## **20.2. LAYOUT DRAWINGS**

- 20.2.1. The bidder shall provide a detailed layout drawing that includes all areas required for the building to be functional including the usable space listed. (Usable space in terms of South African Property Owners Association (SAPOA))
- 20.2.2. The layout drawing shall also indicate major vertical penetrations, column spacing and sizes, and any other building elements that may impact on the configuration of workstation and surfaces. The layout drawing shall be provided as hard copies and in a Printed CAD format together with your response to this bid.
- 20.2.3. The bidder shall also provide the FPB with layout drawings once the premises have been finalised and agreed upon, according to the FPB's requirements, as well as furniture layout drawings once the seating arrangements have been finalised.

## **20.3. BUILDING AREAS**

The bidder shall measure the building space as defined by The South African Property Owners Association Method for measuring floor areas in commercial and industrial buildings, at its own cost. The Gross Building Area (GBA), Rentable and Usable areas must be tabulated, split per floor and certified by a suitably qualified independent professional and the FPB shall have the right to audit the calculations. The certificate

shall be on the professional's letterhead and shall include the Usable/Rentable ratio and Gross Building Area.

#### **20.4. BUILDING RUBBLE**

21.4.1. Any building rubble resulting from the demolition and building works/refurbishments must be cleared and such materials may not be the cause of inference to the office. The premises must be kept clean by the contractor during the fit-outs and installations, maintenance and/or renovations/refurbishments.

21.4.2. The bidder must ensure that the building proposed has a dedicated waste management area located away for general office use and must generally not be visible to the tenants/visitors.

#### **20.5. PROPERTY AREA**

The bidder shall provide the stand numbers with size/s.

#### **20.6. PROPERTY/BUILDING INSURANCE**

**The bidder shall provide all necessary and valid building insurance information, as part of pre-qualification documents for this tender.** The bidder must ensure the building insurance remains valid for the duration of the lease period.

#### **20.7. MANUFACTURERS' SPECIFICATIONS**

All materials & equipment will be installed to manufacturer's specifications and relevant SABS & Building regulations specifications.

#### **20.8. AVAILABILITY**

Confirmation of when beneficial occupation can take place must be specified in the bid.

20.8.1. Bidders must confirm if the building can be made available for in person viewing and the notice period needed to make the necessary arrangements



## **21. STANDARD SPECIFICATIONS**

### **21.1. SABS SPECIFICATIONS**

The building shall comply with all laws, construction service standards, building regulations, which includes, but is not limited to:

- 21.1.1. Occupational Health and Safety Act 1993 (Act 85 of 1993);
- 21.1.2. The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises";
- 21.1.3. Code of practice – Interior Lighting SABS 0114:1996 - Part I;
- 21.1.4. The National Building Regulations and Building Standards Acts 1977 (Act 103 of 1977) as amended (SANS 10400);
- 21.1.5. The Municipal by-laws and any special requirements of the local supply authority;
- 21.1.6. The local fire regulations; and
- 21.1.7. Building compliance certificates.

## **22. Mandatory documents**

- a. Zoning certificates to confirm the proposed building is suitable to the needs of the FPB.
- b. Construction certificate of completion to prove the age of the proposed building.
- c. Proof of property ownership.
- d. In the event the bidder is not the owner proof of agreements between the owner(s) and the bidder.
- e. Latest rates clearance certificate issued by local authority confirming the account status on all municipal rates/levies/tax payments.
- f. Electrical certificate of compliance for the building.
- g. Printed Computer-aided design (CAD) drawings for the proposed building as is.
- h. Proof of valid insurance for the proposed building
- i. Provide at least three (3) reference letters which confirm that the bidder has provided a leasing service to an entity for a size equal to or more that the FPB required sized (annexure A) ( The letters must be in the bidders' letterhead, have contact number and name).
- j. Confirmation of office location and proximity to public transport (e.g. road and rail public transport).

- k. Confirmation of office location and proximity to government departments and/or entities, retail shops, restaurants, banking facilities, public parking facilities, schools/day-care, gym facilities and other commercial nodes.
- l. Written confirmation by the bidder which confirm that the proposed building has access to fibre optic internet connection and line of sight to the wireless broadband tower.

**Please note that the above-mentioned information is a pre-qualification for this tender (MANDATORY). Failure to submit these documents/information will result in the bidder being disqualified during the pre-screening process.**

No.	TERMS AND CONDITIONS OF THE SPECIFICATION	YES	NO	Comment
<b>1</b>	<b>OPERATIONAL LEASE REQUIREMENTS</b>			
1.1.	The properties should be offered on an operational lease, for a minimum period of five (5) years.			
1.2.	No deposit shall be paid for rental of the leased office accommodation.			
1.3.	The building offered must be habitable for office use and the bidder must be open for negotiation with FPB for Tenant Installation Allowance.			
1.4.	The lease proposal must include an estimate of the costs of refurbishment and the Tenant Installation Allowance offered in accordance with the detailed work space norms provided on the last page of this document.			
1.5.	The Landlord must be willing to undertake all refurbishments on behalf of FPB in line with Construction Industry Development Board (CIDB) requirements. The refurbishments will form part of the signed lease agreement.			
1.6.	FPB reserves the right to negotiation for space, rental and refurbishment costs.			

1.7.	A separate water and electricity meter must be in place which is managed and controlled by the local municipality, Eskom or other certified service providers. No other meter system will be accepted.			
1.8.	The Landlord must ensure proper and adequate maintenance of the exterior of leased premises together with common areas for the duration of the agreement.			
1.9.	The Landlord must be willing to include a clause in the lease agreement regarding right of first refusal where the building will be first offered to FPB should it be up for sale subject to FPB adhering to its Supply Chain Management Policy.			
1.10.	Standard Lease Agreement template used by FPB shall form part of the tender document <b>Annexure B</b> . By submitting the tender, the Landlord agrees that it will use the agreement and FPB reserves its rights to reject the Landlord from using their own lease agreement. In cases where FPB waives its right to use its standard lease agreement, no levies or contract drafting costs shall be payable by FPB. Such leases shall be vetted by FPB's legal team to ensure compliance with the organization's policies and regulations.			
1.11.	FPB reserves the right not to make any appointment and shall not entertain any claim for costs that may have been incurred in the preparation and the submission of proposals.			
1.12.	Building must not have rising damp or visible structural defects or wall cracks. Building with structural defects and wall cracks exceeding 5mm will not be considered for further evaluation.			

<b>2</b>	<b>EVALUATION CRITERIA</b>			
	The bid will be evaluated in five (5) phases as outlined below:			
<b>2.1.</b>	<b><u>Phase 1: Responsiveness</u></b>			
2.1.1.	<p>Bidders must ensure that they complete and sign documents as indicated below, and the documents must be submitted as part of the bid document by the closing date and time (SCM Documents):</p> <ul style="list-style-type: none"> <li>i. Signed SBD 1: Invitation to Bid.</li> <li>ii. Signed SBD 3.1: Pricing schedule – firm prices Purchases).</li> <li>iii. Signed SBD 4: Bidder's Declaration.</li> <li>iv. Signed SBD 6.1: Preference Points claim form in terms of the Preferential Procurement Regulations 2022.</li> <li>v. Original or certified valid B-BBEE certificate or sworn affidavit. JV must submit a consolidated B-BBEE certificate. The bidder must be registered on Central Supplier Database (CSD): The bidder must ensure that their company is registered on CSD (attach the CSD report with the bid document or provide bidder CSD registration number).</li> <li>vi. Municipal Account Statement and/or electricity account of not older than two (2) months from the tender closing date.</li> </ul>			

	vii. The bid must be submitted with the latest CSD reports of all parties (agent, landlord/JV partners etc.)			
<b>2.2.</b>	<b><u>Phase 2: Disqualification Criteria</u></b>			
	i) A bidder must submit a copy of the title deed for the building as proof of property ownership together with the bid response. If the property is mortgaged, the bidder must also provide a mortgage statement indicating the ERF number as proof of ownership.			
2.2.1	ii) An agent/entity of the landlord must provide a signed letter or relationship agreement with detailed responsibilities that the owner of the building has granted to the agent/entity for the leasing of the office building. Bidder must submit a signed confirmation letter/ relationship agreement together with a title deed as stated in i) above. The letter must be in the company's letterhead signed by a delegated authority of all parties.			

	(iii) If the property is a sectional title unit, the bidder must provide the title deed together with the Sectional Title Scheme Plan which will show the erf number within which the premises is located.			
	<b>NB: Failure to comply with the above will result in the bid not being evaluated for Phase 3, 4 and 5.</b>			
2.3.	<p><b><u>Phase 3: Functionality</u></b></p> <p>In this phase, FPB will look at the most appropriate property aligned to its operation, compatible with its infrastructure and feedback from reference checks. These will include site visits of properties and bid documents submitted by the landlords. The building will be evaluated on the following functionality criteria:</p>			
	Functionality Evaluation Criteria	Points		
2.3.1	<p><b><u>Building Documentation</u></b></p> <p>i. Building inspection conducted by FPB officials and the bidder within five (5) working days upon written/email request by FPB. <b>(2 points)</b></p> <p>Proof of EMAIL must be retained.</p>	30		

	<p><b>ii. A bidder must submit copies of actual building compliance documents: (28 points)</b></p> <p>a) Set of approved floor or proposed floor plans including approved building plan (including all alterations and elevations) or structural integrity report from a structural engineer or letter of undertaking stating that it will be provided before the date of occupation <b>(5 points);</b></p> <p>b) Occupancy Certificate or letter of undertaking stating that it will be provided before the date of occupation <b>(10 points)</b></p> <p>c) Zoning Certificate or letter of undertaking stating that it will be provided before the date of occupation <b>(5 points)</b></p> <p>d) Fire Protection Plan/Fire Safety Inspection report/Evacuation Plan or letter of undertaking stating that it will be provided before the date of occupation <b>(2 points)</b> e) Electrical Compliance Certificate <b>(2 points):</b></p> <p>f) Pests Control Certificate (valid in the last 12 months from the date of tender closure) or letter of undertaking stating that it will be provided before the date of occupation <b>(2 points)</b> and</p> <p>g) Building Maintenance plan (indicating an annual programme schedule of activities/areas to be maintained, also outlining tenant and landlord responsibilities) or letter of undertaking stating that it will be provided before the date of occupation <b>(2 points).</b></p> <p>NB Zero points will be allocated for criteria/sub-criteria not met or substantiated.</p>			
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<b>2.3.2</b>	<b><u>Building location and accessibility: (Targeted area Centurion)</u></b>	<b>30</b>		
	i. Bidder is required to submit proof of locational map indicating kilometres from the property to the public = <b>20</b>			
	<p>transport. - NB: If the map is not submitted the FPB's official will verify the radius during site inspection.</p> <p>a) Building must be located in the target area and must be within 2km walking distance from public transport route; (10 points)</p> <p>b) Building be located in the target area more than 2km up to 2.25km walking distance from public transport route (7.5 points)</p> <p>c) Building be located in the target area more than 2.25km up to 2.5km walking distance from public transport route (5 points)</p> <p>d) Building be located in the target area more than 2.5km up to 3km walking distance from public transport route; (2.5 points)</p> <p>Building be located in the target area and are more than 3km walking distance from public transport route; (0 points)</p>			
	<p><b>ii.</b> The proposed building entrance must be accessible to people living with disabilities. NB: Site Inspection will be conducted by FPB's official to verify.=<b>10</b></p> <p>a) Building entrance on ground floor, with a ramp, fully accessible to people with disabilities ( <b>8 points</b>).</p> <p>b) Building entrance not on ground floor but with a lift with braille buttons. ( <b>8 points</b>) c) Disability parking with signage.(<b>2 points</b>)</p> <p>A grace period of 6 months will be allowed for the bidder who in writing undertakes to have these changes implemented.</p>			

<b>2.3.3</b>	<b><u>Building requirements:</u></b>	<b>30</b>		
	<b>i. Office space (20 points)</b>			
	Office building must have the following <u>functioning</u> : [Local Office to test/verify the below] a) air-conditioners = <b>5 points</b> ; b) electrical plugs per office = <b>5 points</b> ; c) ablution facilities as per space norm = <b>5 points</b> ; d) fire escape routes/emergency exits = <b>5 points</b> . NB Zero point will be allocated for criteria/sub-criteria not met or substantiated.			
	<b>ii. Parking Space (10 points)</b>			
	A building with: a) availability minimum of <u>12</u> covered lockable parking bays on the premises; <b>(8 points)</b> b) availability minimum of <u>12</u> covered parking bays behind locked gate on the premises; <b>(6 points)</b> ; c) additional free open parking bay for FPB's employees, visitors and clients within the premises. <b>(2 points)</b> . d) No information or insufficient parking provided (0 points)			
<b>2.3.4</b>	<b><u>Building Conditions and Availability:</u></b> i. The premises must be within a safe and secure office environment zoned for office or business use, as deemed acceptable as Land Use Management Scheme/Town Planning Scheme. The buildings (including the office offered to the FPB) comprising the bidder's proposal and that of neighboring properties must have acceptable look, promote FPB image and its business objectives. <b>(8 points)</b>	<b>10</b>		

	<p>The premises must be made available for occupation by the <b><u>01 March 2026</u></b></p> <p><b>(2 points)</b></p> <p><b>NB Zero</b> point will be allocated for criteria/sub-criteria not met or substantiated.</p>			
	<b>TOTAL</b>	<b>100</b>		

Only Bids that score 70 points or more on functionality will be evaluated further.

2.4.1	<p><u>Phase 4: Compliance Criteria</u></p> <p>Qualifying bidders from Phase 3 are subjected to confirmation/verification of the following occupational and building compliance documents as per below. Failure to submit the documents required as part of the due diligence process, within 7 working days from request, the bidder may be disqualified from further evaluation:</p> <p>i) Set of approved floor or proposed floor plans [including all alterations];</p> <p>ii) Approved building plan or structural integrity report from a duly qualified built environment professional [including all alterations and/or elevations];</p> <p>iii) Occupancy Certificate or letter of undertaking stating that it will be provided within 6 months from the date of occupation;</p> <p>iv) Zoning Certificate or letter of undertaking stating that it will be provided before the date of occupation</p> <p>v) Fire Protection Plan/Fire</p>			

	Safety Inspection report/Evacuation Plan; vi) Electrical Compliance Certificate; vii) Pests Control Certificate[(valid in the last 12 months from the date of tender closure] and viii) Building Maintenance plan [indicating an annual programme schedule of activities/areas to be maintained, also outlining tenant and landlord responsibilities].			
	<u>NB: Bidder agrees to provide the following certificates on completion of Tenant Installation. a) Occupancy Certificate and b) Electrical Certificate of Compliance within six (6) months from date of occupation.</u>			
	<p><b>Phase 5:i.</b> Price and ii. Points claim for specific goals</p> <p>Qualifying bidders will be evaluated in terms of the Preferential Procurement Policy Framework Act (PPPFA), Procurement Regulations 2022. The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included), the 80/20 points system will apply, where:</p> <p>Price = 80 points, and</p> <p>Points for specific goals = 20 points</p>			

2.4.2	<p><u>Pricing - must include VAT, if registered as a VAT Vendor or application made to SARS to register as a VAT Vendor (Proof must be attached)</u></p> <p>- Bidder must provide the total costs of accommodation for the proposed duration, with the following details: -</p> <ul style="list-style-type: none"> <li>* Rental rate per square metre for the proposed office space;</li> <li>* Rate per parking bay;</li> <li>* Annual escalation rate of not greater than CPI, with a motivation if this exceeds CPI;</li> <li>* Tenant installation amount offered by the bidder must be included together with the rental amount over the period of the lease on the costs to be/incurred;</li> <li>* Tenant's share of proportionate costs with details, if applicable.</li> <li>* Tenant Estimated Installation Cost: Tenant installation costs as per FPB space norm will be applied on price evaluation to determine the best value for money.</li> </ul>			
3	Implementation			
3.1	Upon occupation, a snag list shall be drawn within 30 days and be submitted to the service provider, who will attend to the defects within 30 days upon receipt thereof.			
4	Additional Requirements are as follows.			
4.1.	Partitioning as per FPB's specification			

4.2.	Air-conditioning (preferably split units)			
4.3.	Painting - with corporate colours			
4.4.	Floor covering - with corporate colours			
4.5.	Power skirtings - with two power plugs per work station - one being specifically for computers			
4.6.	Network and telephone points			
4.7.	Blinds - with corporate colours			
4.8.	Space plan			
4.9.	UPS facility integrated into specific power points.			
4.10.	Branding requirements: Landlord willing to allow FPB sign-board of Size: 1200mm (width) x 800mm (height), Weight/thickness 10mm mounted on the outside of the building			
4.11.	Information Technology requirements - Power skirtings accommodating computer and telephone network. Two plug points per desk. Between 5 and 6 Network points. UPS facility integrated into specific power points.			
4.12.	An emergency generator as a backup to electricity supply;			
4.13.	The building must have natural ventilation and natural light.			

4.14.	The building must be accessible to disabled persons and include, ramps and/or lifts where necessary.			
4.15.	Energy saving building will be an additional advantage.			

**LEASING PRICE SCHEDULE "A": YEAR 1, YEAR 2, YEAR 3, YEAR 4 AND YEAR 5**

Lease/Rental Costs (including disbursements and annual escalations)

(Bidders are welcome to include additional pages for this section if the below template is not sufficient)

<b>Description</b>	<b>Cost (Incl. VAT) Year 1 (12 months)</b>	<b>Cost (Incl. VAT) Year 2 (12 months)</b>	<b>Cost (Incl. VAT) Year 3 (12 months)</b>	<b>Cost (Incl. VAT) Year 4 (12 months)</b>	<b>Cost (Incl. VAT) Year 5 (12 months)</b>
Upfront Deposit (once off, if required)					
Rand per m <sup>2</sup>					
Total square meter (on offer)					
Office Rental per month:					
Annual Escalation rate (Percentage: _____ %)					
Rates security					
Operating costs per month:					
Lifts					

Parking rent per month:					
Covered parking rent per month: _____					
<b>Please specify any other additional costs</b>					
<b>Total Cost Incl. VAT (A)</b>					

Note: the upfront deposit/bank guarantee if required will only be applicable in the first year of this contract.



## **Annexure A**

**Head Office Space Needs Analysis as at July 2025**  
**(formula: space size /total surface area = number of require space**

<b>Job Title</b>	<b># Employees Required</b> (A)	<b>SPACE SIZE m2 (As per Norms Document) (B)</b>	<b>TOTAL SURFACE AREA NEEDED (=A*B)</b>	<b>Job Level</b>
CEO	1	20	20	CEO
PA to CEO	1	12	12	Assistant Manager/Specialist
Chief Audit Manager	1	16	16	Manager
Internal Auditor	2	12	24	Assistant Manager/Specialist
Internal Auditor		12	12	Assistant Manager/Specialist
Manager: Risk &Complaine	1	16	16	Manager
Risk Administrator	1	10	10	Admin/Officer/Cordinator
Manager: Legal		16	16	Manager
Strategic Partnership & Support: Admin Assistant		10	10	Admin/Officer/Cordinator
Manager: Strategic Partnership	1	16	16	Manager
Strategic Suport & Coordination	1	10	10	Admin/Officer/Cordinator
Strategic Partnership Officer		10	10	Admin/Officer/Cordinator
Assistant Manager: Classification	1	12	12	Assistant Manager/Specialist
Training Officer		10	10	Admin/Officer/Cordinator

Planning, Monitoring & Evaluation Specialist	2	10	20	Admin/Officer/Cordinator
Council Secretary	1	16	16	Manager
Assistant Council Secretaries		10	10	Admin/Officer/Cordinator
Corporate Services Executive	1	18	18	Executive
PA to CSE	1	12	12	Assistant Manager/Specialist
Manager: Human Capital	1	16	16	Senior Manager
Payroll Specialist	1	12	12	Assistant Manager/Specialist
Assistant Manager: Human Capital	1	12	12	Assistant Manager/Specialist
Human Capital Administrator	1	10	10	Admin/Officer/Cordinator
Human Capital Officer	2	10	20	Admin/Officer/Cordinator
Labour Relations & Employee Wellness Specialist		12	12	Assistant Manager/Specialist
Legal Specialist: Corporate Legal	1	12	12	Assistant Manager/Specialist
Legal Specialist: Litigation		12	12	Assistant Manager/Specialist
Manager: Communications & Marketing	1	16	16	Manager
Media and Communications Specialist		12	12	Assistant Manager/Specialist
Assistant Manager: Communications & Marketing	1	12	12	Assistant Manager/Specialist
Outreach Coordinator	2	10	20	Admin/Officer/Cordinator
Marketing & Events Coordinator	1	10	10	Admin/Officer/Cordinator
Digital Content Coordinator	1	10	10	Admin/Officer/Cordinator
Digital Content Officer		10	10	Admin/Officer/Cordinator
Communications Officer	2	10	20	Admin/Officer/Cordinator
Advocacy and Awareness Coordinator	1	10	10	Admin/Officer/Cordinator

Chief Financial Officer	1	18	18	Executive
PA to CFO	1	12	12	Assistant Manager/Specialist
Manager: Finance	1	16	16	Manager
Assistant Manager: Finance	1	12	12	Assistant Manager/Specialist
Senior Finance Officer	1	10	10	Admin/Officer/Cordinator
Finance Officer	1	10	10	Admin/Officer/Cordinator
Finance Admin Assistant	1	10	10	Admin/Officer/Cordinator
Manager: Revenue Enhancement & Collections	1	16	16	Manager
Assistant Manager: Revenue Enhancement & Collections	1	12	12	Assistant Manager/Specialist
Senior Manager: Supply Chain Management		16	16	Senior Manager
Manager: Supply Chain	1	16	16	Manager
Assistant Manager: SCM	1	12	12	Assistant Manager/Specialist
SCM Officer	2	10	20	Admin/Officer/Cordinator
SCM Officer		10	10	Admin/Officer/Cordinator
Travel Officer	1	10	10	Admin/Officer/Cordinator
Manager: Facilities	1	16	16	Manager
Assistant Manager: Facilities	1	12	12	Assistant Manager/Specialist
General Assitant	3	10	30	Admin/Officer/Cordinator
Receptionist	1	10	10	Admin/Officer/Cordinator
Driver	1	10	10	Admin/Officer/Cordinator
Executive: Technology Support & Platform Monitoring	1	18	18	Executive
PA to Exec: Tech Support	1	12	12	Assistant Manager/Specialist

Manager: Child Protection	1	16	16	Manager
Child Protection Officer	2	10	20	Admin/Officer/Cordinator
Child Protection Officer		10	10	Admin/Officer/Cordinator
Manager: Platform Monitoring	1	16	16	Manager
Platform & Application Specialist		12	12	Assistant Manager/Specialist
Online Monitor	2	10	20	Admin/Officer/Cordinator
Online Monitor		10	20	Admin/Officer/Cordinator
Manager: Classification & QA	1	16	16	Manager
Cloud Applications Specialist	1	12	12	Assistant Manager/Specialist
Business Analyst	1	12	12	Assistant Manager/Specialist
Data Architect and Analyst	1	10	10	Admin/Officer/Cordinator
Knowledge Information Coordinator	1	10	10	Admin/Officer/Cordinator
Knowledge Management Assistant		10	10	Admin/Officer/Cordinator
ICT Security Officer	1	10	10	Admin/Officer/Cordinator
Junior Security Administrator		10	10	Admin/Officer/Cordinator
Lead Developer		12	24	Assistant Manager/Specialist
Cloud Application Specialist	1	12	12	Assistant Manager/Specialist
Database Developer	1	10	10	Admin/Officer/Cordinator
ICT Service Manager (operations)	1	16	16	Manager
Systems Administrator	1	12	12	Assistant Manager/Specialist
Database Administrator		12	12	Assistant Manager/Specialist
Desktop Support Technician	1	12	12	Assistant Manager/Specialist

Desktop Support Technician		12	12	Assistant Manager/Specialist
LAN Administrator	1	12	12	Assistant Manager/Specialist
Manager: Classification	1	16	16	Manager
Assistant Manager: Classification		12	12	Assistant manager
Classification Officer	2	10	20	Admin/Officer/Cordinator
Admin Officer: Classification	1	10	10	Admin/Officer/Cordinator
Manager: Public Complaints	1	16	16	Manager
Assistant Manager: Client Support		12	12	Assistant Manager/Specialist
Queries and Complaints Management Coordinator		10	10	Admin/Officer/Cordinator
Queries and Complaints Management Officer	1	10	10	Admin/Officer/Cordinator
Executive: Regulatory Development & Enforcement	1	18	18	Executive
PA to ERDE	1	12	12	Assistant Manager/Specialist
Manager: Regulatory Development & Analysis	1	16	16	Manager
Assistant: Regulatory Development		10	10	Admin/Officer/Cordinator
Assistant: Regulatory Analysis		10	10	Admin/Officer/Coordinator
Manager: Research	1	16	16	Manager
Researcher	1	12	12	Assistant Manager/Specialist
Senior Researcher	2	12	24	Assistant Manager/Specialist
Enforcement Admin Officer	1	10	10	Admin/Officer/Coordinator
Manager: Investigations and Enforcement	1	16	16	Manager

Investigator	1	12	12	Assistant Manager/Specialist
Senior Legal Officer	1	12	12	Assistant Manager/Specialist
Senior Legal Officer		12	12	Assistant Manager/Specialist
Legal Officer	1	10	10	Admin/Officer/Coordinator
Legal Admin Assistant	1	10	10	Admin/Officer/Coordinator
Case Management Specialist	0	10	10	Admin/Officer/Coordinator
Case Management Officer	1	10	10	Admin/Officer/Coordinator
Manager: Licensing and Compliance	1	16	16	Manager
Assistant Manager: Compliance	1	12	12	Assistant Manager/Specialist
Regional Coordinator: Central Region	1	12	12	Assistant Manager/Specialist
Compliance Monitor	2	10	20	Admin/Officer/Coordinator
Regional Administrator	1	10	10	Admin/Officer/Coordinator
Licensing Specialist	1	12	12	Assistant Manager/Specialist
Licensing Officer	2	10	20	Admin/Officer/Coordinator
Interns	0	8	112	Intern
	<b>101</b>	<b>1346</b>	<b>1670</b>	
	<b>Total square for open boxes 324, reserved for future</b>			
<b>Common Areas</b>				
CEO BOARDROOM X 12 SEATER	14	1.82	25	One humanity Boardroom - CEO Boardroom
BOARDROOM X14 SEATER	16	1.82	30	Elalweni Boardroom - Auditors/general meeting room

Auditorium that can be divided into two	100	1.82	100	Auditorium that can be divided into two smaller meeting rooms
COUNSELING ROOM	1	20	20	Counselling room
RESOURCE CENTER	1	40	40	Research Resource Library
STOREROOM - biometric access controlled	1	20	20	Facilities Management storeroom
STOREROOMS - biometric access controlled	7	10	70	Consumer affairs, ICT, HC, Communications, SCM, CPU&Compliance Monitoring, Classification&GP Compliance
FPB RECEPTION AND WAITING AREA	1	30	30	
SERVER ROOM	1	30	30	IT Server Room
Sick Bay room	1	15	15	To allow first aiders space to assist and accommodate ailing employees
Isolated	5	6	30	small meeting rooms to be used for virtual meetings where employees require privacy from open plan work spaces
100 Pause Area	100	1	100	Space for staff to have lunch and meal requirements for all meetings
CPU Debriefing room	1	20	20	Child Protection Unit Debriefing room (INHOPE Requirement)

Covered Parking	150	1	150	Parking not included in total calculation of office space size
			530	
<b>TOTAL ASSIGNABLE</b>			<b>2200</b>	

### TERMS SCM Mandatory Document

The following duly completed and signed standard bidding documents (SBD) should be included in the tender proposal for pre-qualification:

Item	Document that must be submitted	Non-submission will result in disqualification	Tick to confirm submission
1	Technical proposal	original , Copy USB	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Invitation to Bid – SBD 1 Bidder disclosure form – SBD 4 Preference Point Claim Form SBD 6.1	Completed and fully signed	<input type="checkbox"/> YES <input type="checkbox"/> NO



3	Submit proof of Registration on Central Supplier Database (CSD) MAAA which confirms that: <ul style="list-style-type: none"> <li>Bidder is tax compliant (non-compliant can be given 7 working days to rectify tax compliant status)</li> <li>No government employee is employed by bidder or shareholder or board member</li> <li>Bidder is not on the list of tender defaulters and is not on the list of restricted bidders</li> </ul>			YES	NO
4	ID Copies of Directors (certified)		Submit copy	YES	NO
5	Company registration CIPC				

**ALL POINTS CLAIM FOR SPECIFIC GOALS IN THE BID MUST BE SUPPORTED BY THE FOLLOWING:**

**TABLE A BBBEE SCORECARD GUIDELINE:**

80/20 Preferential Point System		
BB-BEE score of companies:		
Level 1	9 Points	
Level 2	8 Points	
Level 3	7 Points	
Level 4	6 Points	
Level 5	5 Points	
Level 6	4 Points	
Level 7	3 Points	
Level 8	2 Points	
Non-compliant	0	

Only Bidders that have met the 70 points threshold will proceed to price and specific goals. Price and Specific Goals will be evaluated as follows:

Responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders and 90/10 will apply if bid exceed R50 million on the basis of:

- The bid price (maximum 80 points)/ 90 points
- Points claim for specific goals (maximum 20 points)/ 10 points

- (A) CIPC (Companies and Intellectual Properties Commission)
- (B) Sworn affidavit /BBBEE certificate indicating the level of ownership in the enterprise/person historical disadvantaged by unfair discrimination on the basis of race
- (C) CSD Full Report (Central Supplier Database)
- (D) Proof business address, Gauteng or National

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

Name of bidder.....	Bid number... <b>RFT05 2025_2026</b> .....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-------------	----------	-------------	---

- 
- 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
  - Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* “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

## 10 PRICING INSTRUCTION

### 10.1 General

10.1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule has to be completed in black ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.

10.1.2 The Price Schedule shall be read with all the documents which form part of this Contract.

10.1.3 The following words shall have the meanings hereby assigned to them:

**Unit:** The unit of measurement for each item of work in terms of the Specifications and the Project Specifications.

**Quantity:** The number of units of work for each item.

**Rate:** The payment per unit of work at which the tenderer tenders to do the work.

**Price:** The product of the quantity and the rate tendered for an item.

**Lump sum:** An amount tendered for an item, the extent of which is described in the Price Schedule, the Specification and the Scope of Work, but the quantity of work of which is not measured in any units.

### 10.2 Units of Measurements

The units of measurement described in the Price Schedule are metric units.

Abbreviations used in the of Quantities are as follows:

Mm	=	millimetre	h	=	hour
M	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m2	=	square metre	no.	=	number
m2.pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m3	=	cubic metre	MN.m	=	meganewton-metre
m3.km	=	cubic metre-kilometre	PC sum	=	Prime Cost
sum					
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	Per cent
MPa	=	megaspascal	kW	=	kilowa

### 10.3 Rates

- 10.3.1 This price list has columns for quantity, rate and price for the goods. Entries in these columns are made as follows:
- 10.3.2 If the Supplier is to be paid an amount for the goods which is a fixed price for an item or a fixed price for each of a series of items, the tendering supplier enters the amount in the price column only, the other two columns being left blank.
- 10.3.3 If the Supplier is to be paid an amount for the goods which is the unit rate for each item multiplied by the quantity of the item supplied, (i.e., a 'Price Schedule' arrangement) - the tendering supplier enters the rate which is then multiplied by the quantity (which has been entered either by him or by the Purchaser) to produce the price which is also entered.
- 10.3.4 If the Supplier is to be paid an amount for an item of the goods which is the rate multiplied by the quantity supplied -whatever that quantity turns out to be (i.e., a 'Schedule of rates' arrangement) - the tendering supplier enters the rate only, the other two columns being left blank. The tendering supplier's offer cannot include a total of the prices which covers all the items which the Supplier has to supply if any of the supply is dealt with using items with a rate only.
- 10.3.5 Rate only entries must not be made for work covered by other items.

#### **CORRECTION OF ENTRIES MADE BY TENDERER**

*Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.*

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	RFT05 2025_2026	CLOSING DATE:	10 October 2025	CLOSING TIME:	11:00AM
DESCRIPTION	TENDER FOR APPOINTMENT OF SERVICE PROVIDER FOR HEAD OFFICE ACCOMODATION FOR A PERIOD OF FIVE (5) YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPONSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>SCM</b>		CONTACT PERSON	<b>SCM</b>	
TELEPHONE NUMBER	012 003 1400		TELEPHONE NUMBER	012 003 1400	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@fpb.org.za		E-MAIL ADDRESS	tenders@fpb.org.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE	(010)	NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX]  Yes <input type="checkbox"/> No <input type="checkbox"/>		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE <b>GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES,ANSWER THE QUESTIONNAIRE BELOW]
---	--	---	---

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	



**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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


**2.2** Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### **3 DECLARATION**

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication

between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

---

<sup>2</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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**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**

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

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

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) 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 (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- 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:

	<b>80/20</b>	<b>or</b>	<b>90/10</b>
	$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}}\right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}}\right)$



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 below as may be supported by proof/ documentation stated in the conditions of this tender:

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 80/20 and 90/10 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 80/20 or 90/10 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.)***

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (90/10 system) (To be completed by the organ of state)</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (90/10 system) (To be completed by the tenderer)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
BBBEE scored card refer to table A for guideline	4	9		
EME and/QSE	1	2		
51% women or more owned	2	4		
51% youth or more owned	1	3		
51% Owned by Persons with Disabilities	1	1		
Gauteng	1	1		
National	0	0		

#### **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, 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:** .....

.....

.....

.....

## **Annexure A GOVERNMENT PROCUREMENT**

### **GENERAL CONDITIONS OF CONTRACT**

#### **NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.



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

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

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

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

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

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

**5. Use of contract documents and information; inspection.**

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

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

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

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

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

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

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,  
tests and  
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

**Packing**

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

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

**10. Delivery  
and documents**

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

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

**Insurance**

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

**Transportation**

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

**13. Incidental  
services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

**Spare parts**

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

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

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

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

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

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

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

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

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

#### **Penalties**

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

#### **23. Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

**24. Anti-dumping  
and countervailing  
duties and rights**

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

**25. Force  
Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination  
for insolvency**

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

**27. Settlement of  
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of  
liability**

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



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

**29. Governing language**

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

**30. Applicable law**

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

**Notices**

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

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

**32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation(NIP) Programme**

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

**Annexure B:**

LEASE AGREEMENT

BETWEEN

\_\_\_\_\_

AND

\_\_\_\_\_

1. PARTIES

The Parties to this Agreement are:-

1.1 \_\_\_\_\_

1.2 \_\_\_\_\_

2. DEFINITIONS AND INTERPRETATION

2.1 In this Agreement, the following expressions shall bear the meanings assigned to

them below:-

2.1.1 "Agreement" means this Lease agreement and any annexure, appendices and schedules attached hereto as well as any written addenda executed in terms hereof;

2.1.2 "Business Day" means any day of the week, excluding Saturdays, Sundays and public holidays in the Republic of South Africa;

2.1.3 "Effective Date" means the date on which this Agreement shall become of force and effect which for the avoidance of any doubt is, \_\_\_\_\_ notwithstanding the Signature Date hereof;

2.1.4 "Lease" means the transaction of leasing of the Property by the Lessee from the Lessor in terms of this Agreement;

2.1.5 "Lease Period" means the period during which this Agreement shall remain of force and binding on the Parties which, for avoidance of doubt, is the period of \_\_\_\_ (\_\_) years commencing on the Effective Date and enduring until the Termination Date, including any period of renewal as may be agreed by the Parties in writing;

2.1.6 "Lessee" means the Party described in clause 1.2 above;

2.1.7 "Lessor" means the Party described in clause 1.1 above;

2.1.8 "Month" means a calendar month, and more specifically, one of the 12 (twelve) months of the annual calendar;

2.1.9 "Parties" means the Lessor and Lessee collectively and "Party" means either of them as the context may indicate;

2.1.10 "Property" means the property/space let by the Lessor to the Lessee in terms of this Agreement, situated at \_\_\_\_\_, with the details as follows;

Floor Level:

Gross Lettable Area:

Number of Parking Bays:

2.1.11 "Signature Date" means the date on which this Agreement is signed by the Party doing so last in time;

2.1.12 “Termination Date” means the date on which this Agreement shall cease to be of any force and effect which for the avoidance of doubt is \_\_\_\_\_ or termination by mutual agreement between the parties; and

2.1.13 “VAT” means the Value Added Tax payable in terms of the Value Added Tax Act 89 of 1991, as amended from time to time.

2.2 The clause headings in this Agreement are for purposes of convenience and reference only and shall not be used in the interpretation of, nor to modify or amplify the terms and conditions of this Agreement nor any clause hereof.

2.3 Unless a contrary intention clearly appears from the context, words importing:

2.3.1 any reference to a gender includes the other genders;

2.3.2 any reference to the singular includes the plural and vice versa; and

2.3.3 any reference to natural persons includes legal persons and vice versa.

2.4 Where words and/or expressions are defined within the context of any particular clause in this Agreement, the words and/or expressions so defined shall bear the meanings assigned to such words and expressions in that clause, notwithstanding that such word and/or expressions have not been defined in this interpretation clause.

2.5 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or declared public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding Business Day.

2.6 The use of the word “including” followed by a specific example or examples, shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example or examples.

2.7 The contra proferentem rule is excluded and accordingly, no provision herein shall be construed against or interpreted to the disadvantage of any Party due to such Party having or being deemed to have structured or drafted such provision.

2.8 Where figures are referred to in numerals and in words, if there is any conflict

between the two, the words shall prevail.

2.9 The schedules and annexure to this Agreement form an integral part hereof and words and expressions defined in this Agreement shall bear, unless the context otherwise requires the same meanings in such schedules and annexure which do not themselves contain their own definitions and provided that in the event of any conflict between the schedules and/or annexure and this Agreement, this Agreement takes precedence and shall apply.

2.10 If any provision in a definitions clause is a substantive provision conferring rights or imposing obligations on a Party, notwithstanding that it is only in the definition clause, effect shall be given thereto as if it were a substantive provision in the body of this Agreement.

### 3. INTRODUCTION

3.1 The Lessor owns the Property and the Lessee wishes to lease the Property from the Lessor.

3.2 The Lessor hereby lets the Property to the Lessee and the Lessee hereby accepts the Lease in accordance with the terms and conditions set out herein.

### 4. USE OF PROPERTY

The Property shall be used for the sole purpose of an office space and parking.

### 5. LEASE PERIOD

5.1 This Agreement shall commence on the Effective Date and shall endure for the duration of the Lease Period, unless terminated earlier pursuant to the provisions of this Agreement, whereafter it shall cease to be of force and effect.

5.2 Should the Lessee wish to extend the Lease, the Lessee shall give the Lessor written notice of not less than 3 (three) Months before the Termination Date of its intention to extend the Lease.

5.3 This Agreement is a fixed term lease agreement but may be terminated by giving 90 (ninety) days' notice, should the Agreement no longer serve the Parties.

### 6. RENTAL

6.1 The total rental amount for the entire Lease Period amounts to R\_\_\_\_\_, inclusive of VAT.

6.2 The monthly rent payable by the Lessee to the Lessor for the first year of the Lease Period shall be the sum of R\_\_\_\_\_, inclusive of VAT, payable in advance.

6.3 The rental amount includes amenities such as cleaning, security, generator connectivity, UPS connectivity, maintenance, heating, ventilation, and air conditioning (HVAC) and use of common spaces.

6.4 The rental amount includes electricity and water charges, however the utilities consumptions are to be billed in addition to the rental on a metered / pro-rata charge basis.

## 7. PAYMENT

7.1 The Lessee shall pay the rental amount monthly within 30 (thirty) business days upon receipt of invoice from the Lessor without deduction, free of all bank charges and by direct electronic transfer into such bank accounts as the Lessor may indicate in writing from time to time, and the Lessee shall clearly identify each payment made by it.

7.2 If any amount due in terms of this Agreement is not paid withing 30 (thirty) Business days upon receipt of the invoice by the Lessee , the Lessor may be entitled to invoke the provisions of clause 17 of this Agreement.

7.3 The Lessor shall provide the Lessee with Monthly statements reflecting the payments made by the Lessee.

7.4 The Lessee may not withhold any payment of any due amounts as a result of any inconvenience, or because the use of the Property has been restricted by repairs, renovation, interruption, in the supply of services, or for any other reason whatsoever, unless the Lessee cannot enjoy the usage of the Property as a result of the aforesaid grounds.

## 8. MAINTENANCE, REPAIRS AND ALTERATIONS

8.1 The Lessee shall ensure that there is no obstruction in the common areas and that all sewerage or water pipes or drains in or used by the Lessee in the Property are not blocked

at all times

8.2 In the event that there is a blockage caused by the Lessee, the Lessee shall remove, at its cost, any blockage or obstruction therein.

8.3 The Lessee shall not leave any refuse, or allow it to accumulate in or around the Property except in the bins provided for same to be collected by the Municipality.

8.4 The Lessee shall not carry on the business in such a manner as to become a nuisance to any other occupier of the building.

8.5 The Lessee shall, for the duration of the Lease Period, and at its own cost, maintain the interior and all the fixtures and fittings in and on the Property in a state of good repair, fair wear and tear excepted, and shall, on the Termination Date, re-deliver the Property to the Lessor in the same condition as it existed on the Effective Date, fair wear and tear excepted.

8.6 If the Lessee fails to carry out any of its obligations under this Lease with regard to any maintenance, repair or replacement, the Lessor shall be entitled, without prejudice to any of its other rights of remedies, to effect the required item of maintenance, repair or replacement and to recover the costs thereof from the Lessee on demand, in which event the provisions of clause 17 shall mutatis mutandis apply.

8.7 The Lessee shall not make any alterations or additions to the Property without the prior written consent of the Lessor, which consent shall not be withheld unreasonably.

8.8 In the event that the Lessee does alter, add to and/or improve the Property in any way, whether in breach of clause 8.7 above or not, the Lessee shall, if so required in writing by the Lessor, restore the Property on the termination of this Lease to its condition as it was prior to such alterations, additions or improvement having been made.

8.9 Save for any improvement which is removed from the Property as required by the Lessor in terms of clause 8.8, all restoration and/or improvements made to the Property shall belong to the Lessor and may not be removed from the Property at any time. The Lessee shall not have any claim against the Lessor for compensation for any improvement to the Property.

8.10 The Lessor shall at its cost keep and maintain in good order and condition, fair wear and tear excepted, the exterior of the Property, which shall include the ceiling, the windows and doors of the Property.

8.11 The Lessor shall not, however, be in breach of clause 8.10 in so far as any of its maintenance obligations are not or cannot be fulfilled by reason of any force majeure or the acts or omissions or others over whom the Lessor has no direct authority or control, and where the Lessor is indeed in breach of clause 8.10 above, the Lessee's only remedy against the Lessor shall be a right of action for specific performance and no other remedy.

8.12 If the Property is destroyed or so damaged that it can no longer be beneficially occupied, this Agreement shall terminate, unless the parties agree in writing otherwise.

8.13 If the Property is significantly damaged, however can still be beneficially occupied, this Agreement shall remain in force and effect, and the Lessor shall repair the damages without undue delay, but the rent shall be abated so as to compensate the Lessee in respect of the damages and repair of the Property.

## 9. INSURANCE

The Lessee shall not do or omit to do anything or allow anything to be done which may constitute a contravention of the terms of any insurance policy held by the Lessor in respect of the Property or which may increase the insurance premiums.

## 10. MANAGEMENT RULES

10.1 The Lessee shall not sub-let the Property or any portion thereof nor cede or assign or pledge this Agreement without Lessor's prior written consent, which consent shall not be unreasonably withheld.

10.2 The Lessee shall adhere to the rules prescribed by the Lessor relating to the use and enjoyment of the Property which rules shall apply to their invitees, and which rules are in writing and are hereby incorporated by reference herein.

10.3 The Lessee shall comply with all occupational health and safety acts and regulations, the Lessor's occupational health and safety policies in respect of the usage of the Property, which are hereby incorporated herein by reference



10.4 The Lessee shall not paint, affix, or attach to the Property or any part of the building any sign, notice, warning, or canopy without the Lessor's prior written consent, and such consent shall not be withheld unreasonably.

#### 11. ACCESS TO PREMISES

The Lessor and/or its nominated agent, representatives and/or contractors shall, on reasonable notice to the Lessee, be entitled to enter the Property in order to inspect, carry out any necessary repairs, replacements, or other works deemed necessary for the maintenance of the Property.

#### 12. INSPECTION

12.1 The Lessor and the Lessee shall, on the commencement and termination of this Agreement, jointly inspect the Property for any damage thereto at a pre-arranged time prior to the commencement of the lease as well as on the last day of the Lease.

12.2 The Lessor shall ensure that the Property shall be vacant at the time of the pre-occupation inspection if it is possible, unless otherwise agreed.

12.3 The Lessor confirms that the cleaning of carpets (if any), and fumigation have occurred before the Lessee takes occupation.

12.4 The Lessee shall ensure that the Property shall be vacant at the time of such inspection if it is possible, unless otherwise agreed.

12.5 The carpets (if any) will be cleaned by a reputable carpet cleaning company upon vacating. This cost is to be borne by the Lessee. In addition thereto, the Lessee shall have the Property professionally fumigated at the Lessee's expense as and when it is time for same to take place, and equally the Lessor confirms that the carpets, fumigation have occurred before the Lessees takes occupation.

#### 13. WARRANTIES

13.1 The Parties warrant that:

13.1.1 they hold and will obtain and maintain any and all such licenses, permits, approvals, authorization, rights clearances, consents, exemptions, and registrations from any person, organisation, or authority as may be necessary to fulfill their obligations and warranties

under this Agreement for the term hereof;

13.1.2 in the exercise of their rights and obligations under this Agreement, they shall ensure that all relevant laws, regulations, license authorization, and permits are complied with;

13.1.3 all representations and warranties by them shall remain true and in force during the term of this Agreement;

13.1.4 they are duly authorized to enter into this Agreement and they are not bound by the provisions of any other Agreement, which could adversely affect compliance with the terms and conditions of this Agreement;

13.1.5 they shall not do anything that will be defamatory, injurious or in any way bring the reputation of the other Party, or any third party into disrepute or expose the Parties to any action, claim or demand by any third party arising out of any intentional or negligent act or omission on the part of any of the Parties or its employees, or any other person(s) acting under its authority with regard to the provisions of this Agreement; and

13.1.6 the signatories to this Agreement on behalf of the Parties are duly authorized to represent the Parties herein and to bind them hereto.

#### 14. INDEMNITY

14.1 Each Party indemnifies and holds the other Party harmless against any and all losses, expenses, costs, damages, and proven claims (including interest and attorneys fees) arising out of or in connection with illness, injuries, including death, to any of its employees and/or damage to any of its property or property of its employees sustained in connection with or by reason of the performance or execution of this Agreement.

14.2 Should a third party, however, institute any action against any of the Parties, then the Party against whom the action or claim is instituted shall immediately furnish the other Party with the available particulars of such action.

14.3 The Party against whom the action or claim is instituted shall be entitled to elect whether or not to defend such action and the other Party agrees to render to the Party against whom action is instituted such assistance as may be reasonably required in order

to, inter alia, prepare for trial.

14.4 The Party against whom action is instituted, furthermore, agrees not to settle any such matter without first obtaining the written consent of the other Party.

14.5 None of the Parties shall be responsible for the acts or omissions of the other Party which acts or omissions shall be in its own name and for its own account and nothing contained in this Agreement shall be deemed to have constituted any such grant of authority by any one party to the others to bind it in any way.

## 15. CONFIDENTIALITY

15.1 Neither Party shall disclose to any third party, any information relating to the provisions of this Agreement limited to, inter alia, the financial terms and conditions except:

15.1.1 to the extent that it is necessary to comply with any law or court order;

15.1.2 as part of such Party's normal reporting or review procedures to its shareholders and/or auditors and/or its attorneys.

15.2 Notwithstanding the provisions of clause 15.1 above, the Parties shall not, at any time, during or after the term of this Agreement, disclose to any person whatsoever any information relating to either Party or its business or trade secrets of which the other Party has or may come into possession pursuant to the provisions of this Agreement.

## 16. FORCE MAJEURE

16.1 In the event that this Agreement cannot be performed or its obligations fulfilled for any reason beyond the reasonable control of either Party including, but not limited to, war, industrial action, pandemic, natural disasters or any other reason so ordered by a court of law to be classified as force majeure, then such non-performance or failure to fulfil its obligations shall be deemed not to be a breach of this Agreement.

16.2 In the event that this Agreement cannot be performed or its obligations fulfilled for any reason beyond either Party's reasonable control as mentioned in clause 16.1 above for a continuous period of 30 (thirty) days, then either Party may, at its discretion, terminate this Agreement by notice in writing to the other Party at the end of that period. The normal

effects of termination shall apply.

## 17. BREACH AND TERMINATION

17.1 Should either Party (“the defaulting party”) commit a breach of any of the provisions hereof, then the other Party (“the aggrieved party”) shall give the defaulting party 30 (Thirty) Business Days written notice to remedy the breach.

17.2 The aggrieved party shall be entitled to cancel this Agreement forthwith on written notice to the defaulting party upon the occurrence of any of the following events or circumstances:

17.2.1 if the defaulting party fails to comply with any of its obligations contained in this Agreement, including the obligations specified in clause 17.1 above;

17.2.2 if the defaulting party is provisionally or finally liquidated or placed under judicial management; or

17.2.3 if the defaulting party commits an act of insolvency or is sequestrated in the case of a natural person; or

17.2.4 if the defaulting party ceases to carry on business, enters into any compromise or arrangement with its creditors or has a judgment granted against it, which remains unsatisfied for a period of 7 (seven) days after the granting thereof; or

17.2.5 if any representation, warranty or statement made by a Party in the Agreement is incorrect in any material respect as at the date on which it is made, alternatively should any representation, warranty, undertaking or statement which is repeated under this Agreement ceases to be correct in any material respect on any date during the term of the Agreement.

17.3 The exercise of the rights by the aggrieved party is without prejudice to such other rights as the aggrieved party may have at law.

## 18. DISPUTE RESOLUTION

18.1 Should any dispute, disagreement or claim arise between the Parties (hereinafter referred to as “the dispute”) in connection with this Agreement, the Parties shall try to resolve the dispute by negotiation. This entails that the one Party invites the other in

writing to a meeting and attempt to resolve the dispute.

18.2 Within 14 (fourteen) Business Days following such written invitation, the Parties shall seek an amicable resolution to the dispute by referring such dispute to designated representatives of each of the Parties for their negotiation and resolution of the dispute. The representatives shall be authorised to resolve the dispute. The reference to negotiation is a precondition to the Parties having the dispute resolved by arbitration.

18.3 Should the Parties fail to resolve such dispute or difference within 14 (fourteen) Business Days of their first meeting or such longer period as the Parties may agree, the Parties shall submit the dispute to the Arbitration Foundation of Southern Africa ("AFSA") administered mediation, upon the terms set by the AFSA Secretariat.

18.4 Failing such a resolution, any Party may demand that the dispute, if arbitral in law, be referred to arbitration to be finally resolved in accordance with the Rules of AFSA by an arbitrator or arbitrators appointed by AFSA by giving a written notice to that effect to the other Party.

18.5 The arbitration shall be held within the Gauteng Province in the English language.

18.6 The arbitration shall be conducted on the terms that the Arbitrator may determine with a view to conclude the dispute within 90 (ninety) Business Days after it is commenced.

18.7 The Parties irrevocably agree that the decision in the arbitration proceeding

18.7.1 shall be final and binding to the Parties;

18.7.2 shall be carried into effect; and

18.7.3 shall be made an order of court with competent jurisdiction.

18.8 The provisions of this clause shall not preclude any Party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of this dispute resolution process.

18.9 This clause is severable from the rest of the Agreement and will remain valid and binding on the Parties notwithstanding any termination of this Agreement.

## 19. NOTICES AND DOMICILIUM

19.1 The Parties choose the address below as their domicilium citandi et executandi for

the purposes of this Agreement:-

The Lessee

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The Lessor

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19.2 Either Party may change its domicilium by giving 14 (fourteen) Business Days written notice to the other Party.

19.3 Any notice given in terms of this Agreement shall be in writing and shall:-

19.3.1 if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery;

19.3.2 if posted by prepaid registered post, be deemed to have been received by the addressee on the 10th (tenth) Business Day following the date of such posting; and

19.4 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from another including by way of facsimile or email transmission shall be adequate written notice or communication to such Party.

## 20. CORRUPTION

The Lessee acknowledges that the Lessor has a policy of zero tolerance towards corrupt activities. The Lessee hereby agrees to report any knowledge of any corrupt activities involving the Lessor or any of its employees to the Lessor Head of Legal Services and agrees that if the Lessee is found at any time to have been a party to any act of corruption involving the Lessor or any of its employees, or any attempt to commit a corrupt act (as defined in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, as amended) with the Lessor or any of its employees, that in addition to such relief available elsewhere in this Agreement or at law, the Lessor may, upon notice in writing to the Lessee, immediately terminate this Agreement without regard to the clauses on breach and termination. The rights and obligations set out in this clause shall apply mutatis mutandis to the Lessee.

## 21. GENERAL

### 21.1 Whole Agreement

This Agreement constitutes the whole of the agreement between the Parties relating to the subject matter hereof and save as otherwise provided herein no amendment, alteration, addition to, variation or consensual cancellation of this Agreement (including this clause 21.1) will be of any force or effect unless reduced to writing and signed by the Parties hereto or their duly authorized representatives.

### 21.2 Severability

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions shall be severable from the remaining terms and conditions which shall continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.

### 21.3 Waiver

No change, waiver or discharge of the terms and conditions of this Agreement shall be valid unless in writing and signed by an authorized representatives of the Parties against which such change, waiver or discharge is sought to be enforced, and any such change, waiver or discharge will be effective only in the specific instance and for the purpose given. No failure or delay on the part of a Party hereto in exercising any right, power or privilege under the Agreement will operate as 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.

### 21.4 Relationship of the Parties

Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the Parties and neither Party is in any manner entitled to make or enter into binding Agreements of any nature on behalf of any other Party.

#### 21.5 Applicable Law

The Agreement shall be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law including the Constitution of the Republic of South Africa.

#### 21.6 No Collateral Terms and Conditions

The Parties agree that there are no other collateral terms or conditions to the Agreement, whether oral or written. All prior agreements and/or arrangements between the Parties in relation to matters herein contained or ancillary thereto (if any) shall be superseded by this Agreement.

#### 21.7 Protection of Personal Information

The Parties shall at all times uphold and comply with the provisions, spirit and intentions of the provision of the POPIA No 4 of 2013 and any regulations promulgated pursuant thereto in processing any personal information related to this Agreement.

Signatures

Lessee

Lessor