

## **Request for Procurement**

**THE SOUTH AFRICAN REVENUE SERVICE (SARS)  
INVITES QUALIFIED SERVICE PROVIDERS TO SUBMIT  
TURNKEY PROPOSALS FOR THE PROVISION OF OFFICE  
SPACE IN LEPHALALE.**

RFP 23/ 2015

CLOSING DATE :

13 November 2015 @ 11h00

**DELIVERED TO TENDER BOX**

GROUND FLOOR, LINTON HOUSE

BROOKLYN BRIDGE

570 FEHRSEN STREET

BROOKLYN

PRETORIA

## 1. KEY INFORMATION

As a further part of the South African Revenue Service's drive for service excellence and being committed to continuous improved service delivery, the request for quotation to source office accommodation in Lephalale office in Limpopo, is hereby invited.

In view of the above, SARS is requesting information from prospective bidders to supply requisite information on the availability of office accommodation in Lephalale. A bid process will be followed to select the best fit and market related option for SARS. All technical information required relating to the bid offer shall be provided in proper printed format. The stages relate to the Total Financial Proposal and Pricing and BEE will follow after the technical evaluation process is concluded.

The required SARS office space comprises a minimum of **1,193 m<sup>2</sup>** and not more than **1,313 m<sup>2</sup>** gross lettable area (GLA), available for beneficial occupation on **27<sup>th</sup> January 2016**. **Beneficial occupation at an earlier date will be advantageous, allowing for the SARS internal Procurement processes to be concluded following the project fit-out period of approximately 4 months.** The envisaged lease commencement date is 1 June 2016.

The characteristics of the building / premises shall be a typical client orientated facility with counter service, consultation rooms and typical open plan office space accommodation which need to be easily assimilated on the premises.

The location of the facility must be within walking distance (less than 3 km's) of public transport services, clearly visible from major local traffic routes and feature an unimpeded entrance to the public area from street level, ideally within close proximity to public parking facilities. Positive consideration will be given to public parking availability close to the proposed premises. It is a further pre-requisite that the proposed new office be located in close proximity to retail banking facilities and other commercial nodes.

Cognisance will be given to the security features of the proposed building/premises such as access control; perimeter fencing, etc. The overall security aspects of the proposed building/premises will be assessed with the physical evaluation of the premises, which is an integral part of the bid process.

SARS requires that the landlord will appoint a full Professional team to assist with the internal fit-out of the premises to ensure conformance to all applicable South African statutory regulations, Acts and the SARS specific fit-out requirements. Details of the landlord's appointed Professional team or Professional team to be appointed after award for the project must be provided as part of the technical information required in this bid document. Tax clearance certificates and BEE certification of each Professional discipline will be required as part of the quotation documentation returnable.

It must be noted that SARS will only contribute financially to SARS specific fit-out requirements of the premises and not towards clearing and preparing the premises prior to fit-out. The successful bidder/ landlord must be prepared to execute the fit-out of the premises as a turnkey solution as per designs and specifications prepared by its Professional team as instructed by SARS. SARS will provide the Professional team with detailed spatial planning and conceptual working drawings specific to the selected premises.

All appointed subcontractors must submit Tax clearance certificates (TCC) and BEE certification. It will be the landlord's responsibility to obtain these certificates from the respective contractors and present it to SARS prior to works commencing on site. It is also the landlord's responsibility to ensure that such TCC's as well as BEE status remains valid for the duration of the fit-out.

The following scope of works is excluded from the fit-out requirements and will be dealt with by SARS internally:

- Furniture;
- SARS specific internal corporate signage;
- Information Technology infrastructure and cabling;
- Internal security equipment and cabling; and
- Movement management.

A typical SARS office layout is included in this bid document, as a guide to the extent of works related to a typical fit-out of a SARS office.

**Prospective bidders must submit separate bid responses for each premises offered, should more than one premise be offered for consideration by a bidder.**

The SARS bid process consists of three stages:

- Technical evaluation and financial statement analysis
- Physical assessment
- Consolidation of Pricing and BEE

Stage 1: Technical evaluation:

- Pre-assessment of Technical information received, eliminating bids not providing mandatory information required;
- Technical evaluation (scoring) information received;
- Physical assessment and technical evaluation (scoring) of the premises offered; and
- Final technical score computation.

- Bids failing to achieve at least 70% of the desired score will not proceed to the Total Financial Proposal and BEE stage.
- Audited financial statements of the proposed bidders have to be provided as part of the returnable documentation of stage 1.

## **Financial Statement Analysis**

Bidders are required to submit complete sets of audited/reviewed annual financial statements for three (3) most recent financial periods in the name of the bidding entity.

The annual financial statements must contain:

- Statement of Comprehensive Income
- Statement of Financial Position
- Statement of Cash Flows
- Accompanying Notes

Entities which are trading for less than 3 (three) financial periods should provide:

- A letter detailing the fact, signed by a duly authorised representative of the entity; and
- Any other information or documentation which would provide more clarity on the financial history of the bidder.

In the event that the subsidiary is the bidding entity and submits the financial statements of the holding company for financial evaluation purposes, the holding company must furnish a **Performance Guarantee** that is signed by a duly authorised representative of the entity.

In the event of the bid being in the form of a Joint Venture (JV), the following is required:

- Annual financial statements of the JV; and
- JV legal agreement detailing the percentage ownership of each entity.

**SARS retains the right to request further information with regards to the annual financial statements at a later stage.**

### **NB:**

- If a business has been in operation for less than the required term, the bidder is expected to submit the above mentioned documents for the actual years of operation. The submission of less than the required 3 (three) years of financial documents will not necessarily jeopardise the bidder/s from winning the quotation;
- If the bidder/s company is a subsidiary of a holding company and submits the holding company's financial statements as requested, the bidder is requested to furnish a letter from the holding company, stating that the holding company will undertake to cover any or all risks associated with being awarded the quotation.

**Bidders are also requested to carefully read the stipulations related to documentation required for bid submissions.**

### **Stage 2: Physical assessment of the proposed premises**

- SARS to conduct a physical evaluation of the proposed premises from the short listed bidders.
- Shortlisted bidders will be provided with conceptual space planning, working drawings and additional requirements related to the specific premise offered.
- Engagements will follow with the Professional Teams and prospective landlords to enable them to provide SARS with:
  - o Financial lease proposal; and
  - o Detailed fit-out costs of the premises offered.

#### **Note:**

With the engagement, SARS will provide the prospective bidders with typical bills of quantities of similar projects to assist the bidders' professional teams compiling cost estimates for the fit-out and to calculate rental costs.

### **Stage 3: Consolidation of Pricing and BEE**

Preference will be given to BEE companies and in line with applicable legislation. All prospective respondents must complete the attached SARS Standard Bid Documents (**SBD**) forms as part of the required bid returnable documentation.

## STAGE 1: TECHNICAL BID SPECIFICATION STAGE

### 2. ACCCOMMODATION NORMS & OTHER STIPULATIONS

#### 2.1 PROPERTY

Office space should comprise a minimum of 1,193m<sup>2</sup> GLA and not more than 1,313m<sup>2</sup> GLA measured according to the latest SAPOA Method for measuring floor areas in commercial buildings.

#### SAPOA

#### AREAS

USABLE	
COMMON	From Landlord
SUPPLEMENTARY AREAS	From Landlord
VERTICAL PENETRATIONS, SERVICES, ETC...	From Landlord
RENTABLE AREA	(Usable + Common + Supplementary) = Rentable m <sup>2</sup>

#### 2.2 BUILDING REGULATIONS AND COMPLIANCE

The leased premises shall comply with local council bylaws and the National Building Regulations.

Any program to prepare the premises to be fully legally compliant must be submitted as part of the required returnable documentation.

##### 2.2.1 PARKING

A minimum of 23 covered parking bays (inclusive of 1 paraplegic) will be required for staff vehicles at the premises and must be available for exclusive use by SARS. A further 1 parking bay will be required for SARS official vehicles in a covered lock-up area as part of the premise. A further minimum of 26 parking bays (inclusive of 2 paraplegics at minimum 3000mm wide) will be required for visitors, either included in the lease or available on a pay as you go basis. All parking is to be provided within a safe and secure environment.

NB: Refer to space matrix for further detail (Annexure B)

## 2.3 MANDATORY BUILDING FUNCTIONALITY

The bidder must complete table 2.3 below. SARS reserves the right to declare the building unsuitable for further consideration if building parameters are not within a margin that will comply with the default SARS Branch Office design model (heights).

BUILDING FUNCTION	STRUCTURAL REQUIREMENT	Indicate value or <input type="checkbox"/> or stipulate	
BRANCH OFFICE	A clear Unimpeded sectional height of <b>3600mm</b> minimum from top of Finished Floor level to underside of concrete Slab/roof structure above. (Ceiling at 3000 AFFL, 600 service void above).	Clear Height FFL to U/S ceiling in mm?	
		Clear service void above ceiling in mm?	
BACK OFFICE	A clear Unimpeded sectional height of <b>3100mm</b> minimum from top of Finished Floor level to underside of concrete Slab/roof structure above. (Ceiling at 2500 AFFL, 600 service void above).	Clear Height FFL to U/S ceiling in mm?	
		Clear service void above ceiling in mm?	
ROOF	Is the existing roof structure capable of supporting a PV (Photovoltaic) system to supply renewable energy to the building? (Tick please)	Roof Type can support PV?	
		North Facing?	m <sup>2</sup>

## 3. SARS ACCOMMODATION STANDARDS

### 3.1 HEATING, VENTILATION AND AIR CONDITIONING

The ventilation of the building must be in accordance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993). The premises must be fully air-conditioned, with all maintenance, repairs and replacements the responsibility of the bidder. The HVAC system must allow for individual offices to be on their own controllable thermostats. The ambient temperature required will be 22 °C. (Min variance 2 °C up or down) The air-conditioning system must be connected to a programmable HVAC BMS (Building Management System). A Mechanical Engineer's assessment report in this regard must be submitted with the RFP.

Provisioning must be made for the Air-conditioning system to be on a timer for different building zones and areas via the HVAC BMS System. SARS's preference for HVAC systems is a 3-pipe VRV (F) system.

## 3.2 ABLUTION FACILITIES

The bidder shall provide fully functional new or fully refurbished ablution facilities. Refer to Space Matrix Annexure B. SARS will require the Landlord to provide hygiene equipment as per SARS standards. These standards will be provided to the Landlord in the second stage of the procurement process.

The following norms shall be applied:

### 3.2.1 SANITARY FIXTURES FOR BUILDINGS (SANS 10400-1990)

(Typical SARS ablution facilities Specification on A1 supplied on CD).

#### Applicable to G1 Office Space

1	2	3	4	5	6
	Number of sanitary fixtures to be installed relative to the population				
For a population of up to -	Males			Females	
	WC	Urinals	Washbasins	WC	Washbasins
15	1	1	1	2	1
30	1	2	2	3	2
60	2	3	3	5	3
90	3	5	4	7	4
120	3	6	5	9	5
	For a population in excess of 120 add 1 WC pan, 1 urinal and 1 wash basin for every 100 persons			For a population in excess of 120 add 1 WC pan for every 50 persons	For a population in excess of 120 add 1 washbasin for every 100 persons

### 3.2.2 PEOPLE WITH DISABILITY

Toilet facilities for people with disability (Clients and Staff) must be provided for according to National Building Regulations, SANS 10400. It must also be noted that SARS is committed to provide dedicated amenities to all visitors to the building/premises (public) amenities, including to people with bodily constraints.

## 3.3 WATER SUPPLY

The municipal water supply to the premises shall be metered separately for SARS. SARS requires a water pressure of at least 4 Bar, should 4 Bars not be available, SARS will require the landlord to provide



equipment at own costs to achieve the desired water pressure. SARS will require standby water tanks of capacity 20 000 litres with fully automated booster pumps to provide continuous water supply to the SARS premises at landlords cost. A building water filtration system of SARS specification PA-PUR-HF-3 will be required for each floor to be leased by SARS.

### 3.4 ELECTRICAL SUPPLY

The power supply, where applicable, shall be metered separately and power factor correction equipment and AVR (Auto Voltage Regulation) equipment shall be installed. The relevant local municipal authority shall also confirm in writing the power supply stability. The installation shall comply with all relevant regulations and by-laws. Sufficient power supply must be provided to increase demand at peak times up to 20% of normal use. It must be taken into account that all operational staff as per the SARS accommodation norms document will be equipped with a computer. All main electrical supply shall be governed with class one and class two lightning surge protectors.

**Note:** SARS will not contribute to any upgrading / provisioning of additional power supply to the property / building / premises.

- Primary-continuous / emergency power supply (**Generator**) (If not currently installed provision must be made therefore in the fit-out by the landlord at landlords cost) (Electrical Consultant to advise capacity of Generator and bidder to allow for all associated costs).

#### 3.4.1 End-User Electrical Layouts

Should the building be deemed suitable for SARS's requirements – will supply the landlord's professional team an "End-User" electrical layout indicating what plugs and electrical fittings are required. It is the responsibility of the landlord's professional team to assess the information provided, and to cost the supporting electrical infrastructure (electrical engineering design) for the proposed tenant fit-out. The landlord's professional team is to take cognisance of SARS specification in this regard, provided on the CD that accompanies this RFP.

#### 3.4.2 UPS requirements

SARS requires all electrical feeds to be linked to full UPS power to ensure that there is no down time on any electrical equipment (SARS end-user and building infrastructure) during power outages. The landlord's electrical engineer is to propose and design the size, costing and location of the actual UPS itself and the UPS room.

It will be expected from the landlord's electrical engineer to engage the relevant SARS role players to plan for maximum peak KW/h load SARS's equipment will place on the UPS. In addition, it will also be

expected from the landlord's engineer to plan for and anticipate the building's (services and infrastructure) load that will be placed on the UPS.

The design of the UPS is expected to carry the full load required to maintain SARS's operations in full from when Eskom power may be interrupted until the generators start, up to a maximum of 10 (ten) minutes. All costs, including full maintenance of the UPS, over the full lease period are for the landlord's costs and must be factored into the landlords rental offer.

#### **3.4.3 Lightning Protection**

The building shall have sufficient lightning protection. (SANS 62305 - All Parts) at bidders cost.

#### **3.4.4 Lighting**

All interior lighting shall be designed and installed to conform to and exceed SABS 10114-1:2005 Edition 3 to SARS specific requirements.

SARS will supply a generic lighting and ceiling layout for the proposed building. The landlord's electrical engineer will be responsible for the final lighting design based on the proposed SARS layout and implementation of the final lighting layout in strict accordance with SARS's specifications as supplied by SARS. The landlord's electrical engineer will present their proposed lighting layout for SARS approval prior to submitting a proposed project budget cost to SARS. SARS will require Lux photometric diagrams to be presented for approval.

Should the building be deemed suitable – SARS will supply ceiling and lighting layouts that will specify the type of ceiling and light fittings to be used for the fit-out. It is the responsibility of the landlord's professional team to ensure that the final design is updated (and costed at landlords expense) to achieve the minimum SARS requirements.

#### **3.4.5 Occupancy Sensors**

Each functional area and / or teams shall have independent control of lighting while emergency lights shall comply with the National Building Regulations. Automated light switching (occupancy sensors) provided as first stage energy saving, is a standard requirement.

#### **3.4.6 Ceiling Heights**

The bidder must provide SARS with measured ceiling heights of the proposed premise due to SARS infrastructure requirements. The preferred ceiling heights for the branch office should be at least 3100mm AFFL with a preferred ceiling void of 600mm from ceiling up to the concrete slab

### 3.5 FIRE PROTECTION & RISK MANAGEMENT

Fire control, safety and risk management shall be in full compliance with the National Building Regulations, SANS 10400, as amended. It will be required that a complete ASIB report be submitted, along with all other information regarding Fire Compliance. Provisioning, certification, continuous maintenance of the installations and equipment will be the responsibility of the landlord for the duration of the lease period.

### 3.6 VERTICAL MOVEMENTS

#### 3.6.1 Stairs

All stairs must allow free and easy flow of staff and clients.

#### 3.6.2 Lifts, hoists & escalators

Taking into account rules 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 SABS, it is required that the premise offered, if consisting of more than one floor, shall be provided with at 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 any given time. The minimum clearance entrance to the lift car shall be of such dimension that it will be accessible for a wheelchair. The minimum recommended car width and depth should respectively be 1,000 mm and 1,500 mm. If the premise has a basement level, the lift shall also serve that area.

***Note:*** All passenger lifts shall be equipped with Voice Sensitizers and Braille buttons. In addition the lifts shall be connected to the control room of the lift service provider, for purposes of continuous communication in the event of lift stoppages.

##### 3.6.2.1 Lift / Escalator Maintenance Contract

The offer shall at, full occupation, provide for the Rand value of an anticipated or actual maintenance contract, per lift or hoist, and shall be certified by an independent Lift Consulting Engineer as a fair maintenance cost.

### 3.7 CARRYING CAPACITY OF FLOORS

The floors should allow a carrying capacity of at least 270kg/m<sup>2</sup> in normal office areas. The bidder shall issue a certificate, signed by an independent professional structural engineer (registered with SAEC) confirming the carrying capacity of such areas. The certificate will only be required once a bid is

elected to be approved or as additional information upon request from SARS, during the evaluation of the bids received.

### **3.8 ACOUSTIC AND NOISE**

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

\*Source the Canadian Society of Otolaryngology.

DPW specifications: 45dB within a range of 100 to 1,000 hertz (Hz)

### **3.9 SECURITY**

The offer should include the bidder's contribution to the physical security requirements in terms of SARS Minimum Physical Security Standards (See Annexure D). The supply of specialist security installations, however, will be the sole responsibility of SARS.

### **3.10 ACCESSIBILITY TO THE BUILDING**

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

### **3.11 SHOP FITTING**

Should the building be deemed suitable during the design evaluation phase SARS will supply detailed shop fitting layouts to the landlord's professional team.

<b>4. MAINTENANCE</b>
-----------------------

#### **4.1 Maintenance**

The successful bidder shall be responsible for the maintenance of the exterior to the building/premises. This shall include at least but not limited to the following:

- Windows;
- Roofs;
- HVAC & Fresh air including cleaning the diffusers inside;
- Lightning protection;

- Electrical supply: Up to Distribution board;
- Fire Protection and Detection;
- Plumbing: Up to first fix;
- Common area : Maintaining and up-keep, electrical reticulation;
- Grounds and gardens;
- Storm water;
- Parking;
- Washing the external windows & facades; and
- Generator Maintenance (SARS will be responsible to replenish fuel at own cost).

SARS will be responsible for, subject to the above listed items, the cleaning of the interior of the premises, the security for the premises, and for SARS assets.

## **5. STANDARD SPECIFICATIONS**

### **5.1 SANS SPECIFICATIONS**

The accommodation offered shall comply at a minimum to and with the laws or local authority requirements and specifications:

#### **5.1.1 Occupational Health and Safety Act**

The premises / building must comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended, and the latest issue of SABS 0142: "Code of Practice for the Wiring of Premises";

#### **5.1.2 The National Building Regulations and Building Standards Acts 1977 (Act 103 of 1977), as amended (SANS 0040);**

#### **5.1.3 The Municipal by-laws and any special requirements of the local supply authority;**

#### **5.1.4 The local fire regulations; and**

#### **5.1.5 Compliance Certification and occupation certificate.**

**Should the bid be awarded, certificates related to the above must be provided to SARS, upon completion of the fit-out by the landlord.**

## 6. RFP- CLOSURE

The above RFP specifications must be signed and submitted along with all other information.

The closure date for the RFP 23/2015 will be **11:00** on **13 November 2015** at SARS, Ground Floor, Linton House, Brooklyn Bridge, 570 Fehrsen Street, Brooklyn, 0181. Late submissions will not be accepted or considered.

Any additional information required can be obtained from SARS's Procurement Department (Tender office) email: [tenderoffice@sars.gov.za](mailto:tenderoffice@sars.gov.za)

**7. RFP STAGE 1: TECHNICAL INFORMATION AND OTHER INFORMATION****SARS FML 02:1 – BID OFFER ACCOMMODATION PARTICULARS**

Name of Company	
BEE shareholding % in company owning property offered. Provide relevant certified documents, i.e. (Members register, CK1/CK2) Please refer to SBD document as well.(BEE points must be claimed)	%
Erf no. / Name and address of building	
Title Deed Number of Property offered (Provide certified copy of the Title Deed.	

**SARS REFERENCES**

VAT Registration Number	
INCOME TAX REFERENCE NUMBER (in terms of Section 69 of the Income Tax Act, 1962 (Act 58 of 1962) as amended.	

## EVALUATION PROCESSES

- Mandatory requirements must be provided as stated.
- A two stage technical evaluation process will be followed.
- **Bids failing to achieve a minimum combined score of 70% for Stage 1 and Stage 2 will not be considered for further evaluation and will not proceed to Pricing and BEE.**

## MANDATORY REQUIREMENTS

Bid proposals that do not provide the specified mandatory requirements tabled below may be **eliminated** and may not be considered for further evaluation:

Requirement	Description	Response
Information / confirmation on the Suitability for SARS Operations	A min of 1,079 m <sup>2</sup> gross lettable area will be required on ground floor of the proposed premise	m <sup>2</sup>
	Size min 1,193m <sup>2</sup> to max 1,313m <sup>2</sup> (Gross Lettable Area).	m <sup>2</sup>
	Provide the physical address of the proposed building and include pictures of proposed building.	
Include drawings	Full AutoCAD 2011 or compatible version CAD drawings of the premise suitable for full architectural workup. (Attached the drawings in AutoCAD format	
<b>Total</b>		

## TECHNICAL EVALUATION

Overall total for Stage 1 and 2 = 100 points.

Stage 1 will evaluate the requirements and submission received off the physical building itself as a desktop exercise. Stage 2 will evaluate the building in relation to its surroundings on site.



The following criteria and weightings will be applicable to the evaluation of the bids received:

<b>STAGE 1 DESKTOP ANALYSIS</b>	<b>Weighting</b>
Location	<b>5</b>
Size	<b>5</b>
Ground floor presence – design basics of the ground floor presence	<b>5</b>
Parking	<b>5</b>
- Building design and layout Design of building suitable for SARS Operations	<b>5</b>
Details of the Professional Team to be appointed after the award with references	<b>5</b>
<b>Total</b>	<b>30</b>

The following criteria and weightings will be applicable to the physical evaluation:

<b>STAGE 2 ON SITE ANALYSIS</b>	<b>Weighting</b>
Location and proximity to other Commercial institutions	<b>10</b>
Design basics – design of the building complimentary to SARS requirements	<b>10</b>
Security aspects of the building, surrounding areas and end state proposal	<b>10</b>
Visibility	<b>10</b>
Accessibility to building and parking	<b>10</b>
Proximity to public transport options	<b>5</b>
Environmental	<b>5</b>
Suitability for SARS Operations	<b>10</b>
- Building Assessment	
<b>Total</b>	<b>70</b>

### **Stage 3 will comprise of Pricing & BEE**

SARS reserves the right to declare the building unsuitable for further consideration if building parameters are not within a margin that will comply with the default SARS Branch Office design model.

Shortlisted bidders will be requested to provide the following information

- Details of existing or proposed (HVAC) Heating, Ventilation and Air-Conditioning;
- Electrical Supply;
- Fire Risk management;
- Carrying capacity of floors;
- Accessibility to the building.

The shortlisted bidder/s will be required to submit the necessary compliance certificates / confirmations in this regard.

Requirement	Description	Indicate if information provided with a $\sqrt$ or state
Building areas	Indicated on drawings provided. Certification of building areas – architect's certification will only be required from successful bidder to be included in the lease documentation.	(Tick Please)
HVAC	Mechanical Engineer's assessment report	(Tick Please)
Ablution Facilities;	Indicated on drawings provided. Drawings must show ablution facilities provided in the building / premise.	(Tick Please)
Electrical Supply;	<b>The following to be included in the required technical information:</b> <ul style="list-style-type: none"> <li>• Quantity of incoming feeds into the building (One or state number);</li> <li>• Capacity/ KVA of incoming power supply;</li> <li>• Capacity of circuit breakers at HV side;</li> <li>• Capacity of circuit breakers at LV side;</li> </ul> <p><i><u>Note:</u> SARS will not contribute towards any upgrading / provisioning of additional power supply to the building / premises.</i></p>	(State Please)
Fire Risk management	ASIB report if applicable and or all other information regarding Fire Compliance	(Tick Please)
Primary and continuous power supply; (Generator)	Provision must be made for a generator with automatic switch gear fulfilling SARS requirements. (See operating costs provisioning)	(Tick Please)

Vertical Movements;	Type of lifts or escalators	(State Please)
Carrying capacity of floors;	Information must be provided. Engineer's certificate will be required from successful bidder.	(State Please)
Acoustics and noise standards;	Provide reading inside building / premise with reference to SARS standards.	dB (State Please)
Security; (Anwar)	The offer should include the bidder's contribution to the physical security requirements in terms of SARS Minimum Physical Security Standards. The supply of specialist security installations, however, will be the sole responsibility of SARS.	(Tick Please)
Energy saving initiatives: I.E. Lighting	Provisioning for occupancy sensors / automated switching.	(Tick Please)

**Form SARS FML 03:1      RESOLUTION OF BOARD OF DIRECTORS**

Resolution of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_  
\_\_\_\_\_  
(legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

RESOLVED that:

1. The Enterprise submits a Bid/ Tender/Quote to SARS in respect of the following project:

\_\_\_\_\_  
\_\_\_\_\_  
(project description as per Bid / Tender/Quote document)

2. Bid / Tender/Quote number: \_\_\_\_\_

3. \*Mr/ Mrs / Ms: \_\_\_\_\_

In \*his / her Capacity as: \_\_\_\_\_  
(Position in the Enterprise)

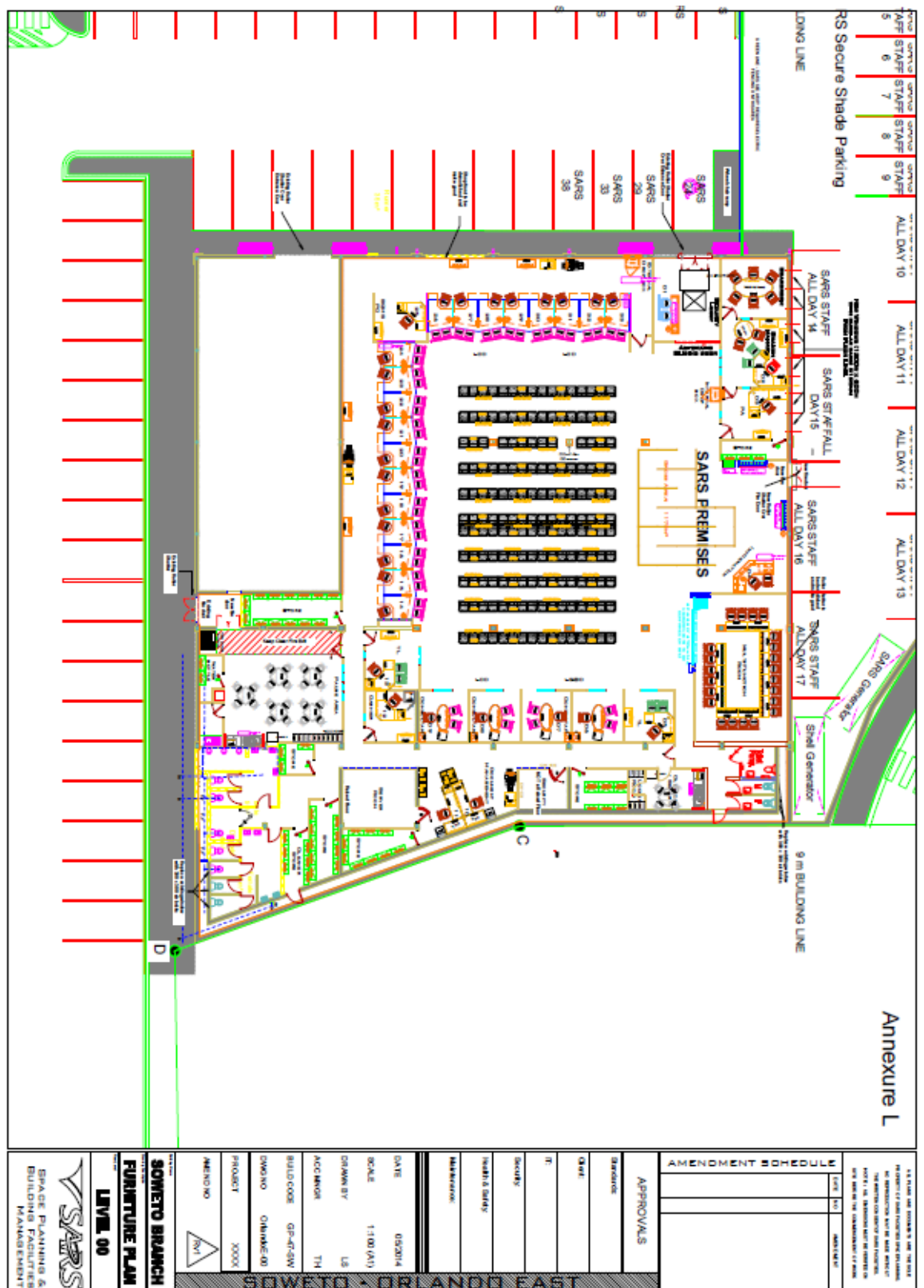
And who will sign as follows: \_\_\_\_\_ Be, and is hereby,  
authorised to sign the Bid / Tender/Quote, and any and or other documents and / or correspondence in connection  
with and relating to the Bid / Tender/Quote, as well as to sign and Contract, and any and all documentation, resulting  
from the award of the Bid / Tender/Quote to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			

Note:

- Delete which is not applicable
- This resolution must be signed by all the Directors/ Members/ Partners of the Bidding Enterprise
- Should the number of signatories exceed the space above, please provide on a separate page.

Soweto Branch Office:



## ANNEXURE B – Space Matrix – Lephalale

ACCOMMODATION NORMS FOR TYPES OF BRANCH OFFICES						
Lephalale						
Date 4/05/2015	Revision3					
Total staff	29.00					

**AGREEMENT OF LEASE**

**MADE AND ENTERED INTO BY AND BETWEEN:**

**(Registration number .....)**

(hereinafter referred to as **“the Landlord”**)

(herein represented by ..... who warrants that he is duly  
authorised to do so by authority of a resolution of the Landlord)

and

**THE SOUTH AFRICAN REVENUE SERVICE**

Established as an organ of state within the public administration, but as an institution outside the public service, in terms of Section 2 of the South African Revenue Service Act, 1997 (Act No. 34 of 1997)

(hereinafter referred to as **“the Tenant”**)

The Landlord hereby lets to the Tenant who hereby hires the Leased Premises described herein on the terms and conditions as set out in this Agreement of Lease, the Schedule and the Annexures attached hereto.

## 1. DEFINITIONS AND INTERPRETATION

In this Agreement of Lease (including the Schedule, Annexure "A" and Annexure "B" attached hereto), unless the context clearly otherwise indicates-

- 1.1 **"Adjustment Date"** means the date on which the Escalation Rate comes into operation, the first adjustment date being the date stipulated in the Schedule;
- 1.2 **"Beneficial Occupation Date"** means the date prior to the Commencement Date or such extended date as the Parties may agree in writing. The extension of the Beneficial Occupational Date may result in the postponement of the Commencement Date by the agreed extension period. During the Beneficial Occupational Period the Tenant shall be given total and unrestricted use of the Leased Premises for no rental or other considerations payable;
- 1.3 **"Commencement Date"** means the date as stipulated in the Schedule;
- 1.4 **"Escalation Rate"** means the percentage increase (as stipulated in the Schedule), to the previous year's rental which adjusts the rental on every adjustment date;
- 1.5 **"Exclusive Use Areas"** mean those rentable areas for which the Tenant has sole use to the exclusion of any other tenants;
- 1.6 **"In Writing"** means a written communication and shall include a letter and a telefax signed by a person properly authorised thereto;
- 1.7 **"Layout plan"** means the final layout drawing of the Leased Premises that the Tenant intends occupying as set out in Annexure "B";
- 1.8 **"Leased Premises"** mean the Leased Premises as described in the Schedule;
- 1.9 **"Pro rata share"** means the percentage share that the Leased Premises bears to the total rentable area of the building;
- 1.10 **"Schedule"** means the schedule attached to this Agreement of Lease marked the Schedule; and



- 1.11 **“Termination Date”** means the date as stipulated in the Schedule.
- 1.12 The headings to the paragraphs of this Agreement of Lease are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.13 Words importing the singular shall include the plural and vice versa and words importing any one gender shall include the other and words importing persons shall include, close corporations and companies and vice versa.
- 1.14 If a provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive provision in the body of the agreement, notwithstanding that it is contained in the definitions clause.

## **2. PERIOD OF LEASE**

- 2.1 This lease period shall commence on the Commencement Date as stipulated in the Schedule, notwithstanding the date of signature of this Agreement of Lease, and shall terminate on the Termination date stipulated in the Schedule.

## **3. DEPOSIT, RENTAL AND VALUE ADDED TAX**

- 3.1 It is recorded that no rental deposit is payable by the Tenant as security for any of its obligations in terms of this Agreement of Lease.
- 3.2 The total monthly rental payable by the Tenant to the Landlord for the Leased Premises shall be the amount specified as such in the Schedule.
- 3.3 The Landlord shall, prior to the 25th day of each month, issue the Tenant with an invoice in respect of the following month for rentals and other amounts due by the Tenant to the Landlord. The amount due shall be paid by the Tenant monthly by no later than the 7th business day of every calendar month. For purposes of this clause, “business day” means any day excluding Saturdays, Sundays and official public holidays in the Republic of South Africa. Any payments later than this date, will incur interest to be paid by the Tenant at the prime rate charged by any commercial bank at the time.
- 3.4 It is specifically recorded that all amounts referred to in this Agreement of Lease exclude VAT, and are subject to the applicable provisions of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) (“VAT Act”). The Tenant hereby agrees to make payment to the Landlord of any VAT

which is payable in respect thereof on the date in which the amount/s to which it relates falls due for payment.

- 3.5 The Landlord represents and warrants to the Tenant that at the Commencement Date and for the duration of this Agreement of Lease, the Landlord shall be and shall remain in compliance with all applicable laws relating to taxation in South Africa.
- 3.6 The Landlord undertakes, on each anniversary of the Commencement Date of the Agreement of Lease, to supply/deliver a valid tax clearance certificate to the Tenant. Failure to provide such a certificate shall constitute a material breach by the Landlord.
- 3.7 Notwithstanding any other provision in this Agreement of Lease, the Tenant shall have the right to withhold rentals in the event of the Landlord breaching its obligations in terms of this Agreement of Lease. In this regard the Landlord acknowledges the Tenant's rights in terms of the ***exceptio non adimpleti contractus*** (defense of non-performance of the contract).

#### **4. CHARGES PAYABLE BY THE TENANT**

- 4.1 As of the Beneficial Occupation Date the Tenant shall be liable for and shall on demand pay-
  - 4.1.1 Any charges arising out of the use of water and electricity in respect of the Leased Premises, as well as any charges arising out of all water and electricity consumed by the Tenant in or on the Leased Premises, whether directly or indirectly, which shall include water and electricity consumed by any air-conditioner unit/s serving the Leased Premises.
  - 4.1.2 The basic and service charges in respect of the services referred to in clause 4.1.1 above; and
  - 4.1.3 The fees contemplated in clause 4.3 (if then in force) or a contribution to such fees, determined on the basis contemplated in clause 4.3 below.
- 4.2 The Tenant's consumption of water and electricity shall be determined by meter readings. If there are no meters, the Tenant's consumption shall be calculated on a pro rata basis, being the ratio which the rentable area of the Leased Premises bears to the total area connected to the meter serving the premises or the building, or the total rentable area of all the leasable premises in the building or the complex.

4.3 If at any time after the Commencement Date any fees payable by the Landlord to any municipality in respect of the Leased Premises, the property, the building or the complex are increased above those applicable at the Commencement Date, or imposed after the Commencement Date, then the Landlord shall be entitled to recover from the Tenant from time to time with effect from the date on which the increase in fees, as the case may be, becomes effective-

4.3.1 the increased or new amount concerned if it relates exclusively to the Leased Premises;  
or

4.3.2 if not, an amount which bears the same ratio to such increase or new fee, as the case may be, as the rentable area of the Leased Premises bears to the total rentable area of all the leasable premises in the building or complex.

## **5. CHARGES PAYABLE BY THE LANDLORD**

### **5.1 Refuse Removal –**

The Landlord shall be liable for and shall pay the basic refuse charge and any refuse removal charges in respect of the Leased Premises, including any charges attributable to the Tenant's dedicated refuse removal system, and/or which are attributable to the Tenant's use of the refuse removal facilities for the complex. The Tenant shall be liable for and shall within 30 days after the Landlord submits an invoice, pay the basic refuse charge and refuse removal charges in respect of the Leased Premises to the Landlord.

### **5.2 Effluent / Sewage Charges –**

The Landlord shall be liable for and shall pay the basic effluent/sewage charge and all effluent/sewage consumption charges in respect of the Leased Premises. The Tenant shall be liable for and shall within 30 days after the Landlord submits an invoice, pay the basic effluent/sewage charge and all effluent/sewage consumption charges in respect of the Leased Premises to the Landlord.

## **6. RENEWAL PERIOD**

6.1 The Tenant shall, subject to compliance with its internal processes and procurement procedures, have an option to renew this Agreement of Lease for the period to be agreed by the Parties. Should the Tenant decide to exercise the right of option, the Tenant shall notify the Landlord, in writing, no later than 6 (six) months prior to expiry of the lease period.

- 6.2 In the event that the Tenant exercises the option, the monthly rental and Escalation Rate payable for the option period shall be such sum as may be agreed upon between the parties, and failing agreement, shall be determined by a registered valuer appointed by the parties. The determination of the said expert shall be final and binding on the parties. The fees for the said expert shall be paid by the parties in equal shares. All such rental shall be paid on the same monthly basis as all monthly rental is payable in terms of the Agreement of Lease.
- 6.3 In the event that the Landlord and Tenant are unable to agree on the appointment of a registered valuer within 14 (fourteen) days of either party seeking the agreement of the other, then either party shall be entitled to request the appointment of such expert valuer by the President for the time being of the Institute of Valuers to determine the rental and Escalation Rate so payable by the Tenant. The Valuer so appointed shall act as an expert and not as an arbitrator and his determination as to the rental and Escalation Rate shall be final and binding on the parties. The fees of such valuer shall be paid by the parties in equal shares. All such rental shall be paid on the same monthly basis as all monthly rental payable in terms of the Agreement of Lease.
- 6.4 Should a decision not be reached prior to the commencement of the extended period, then the Tenant shall continue paying the monthly rental payable by the Tenant to the Landlord on the last month of the initial Lease Period until such time as the decision has been reached, and any shortfall in rental paid by the Tenant until the date of the decision, shall within 14 (fourteen) days after determination of the rental be paid to the Landlord.
- 6.5 All other terms and conditions of this Agreement of Lease shall remain the same and of full force and effect during the renewal period, unless otherwise amended and agreed to in writing by the parties.

## **7. USE OF PREMISES**

The Tenant shall be entitled to use the premises as per the Tenant's business requirements and for no other purposes without the prior written consent of the Landlord first having been obtained, which consent shall not be unreasonably withheld.

## **8. SUITABILITY**

- 8.1 The Tenant shall be solely responsible to obtain any licenses, consents, authorities or permits from any competent authority, in respect of the Leased Premises for the conduct of any business or for any other type of use, or any such licenses, consents, authorities or permits which may be required to be renewed from time to time.
- 8.2 The Tenant acknowledges that if it is a condition of any competent authority, in respect of a grant or renewal of any licenses required by the Tenant to carry on the business for which the Leased Premises are leased, that the Leased Premises be altered, added to or renovated, then the Tenant shall at its own expense carry out such alterations, additions or renovations.

## **9. ALTERATIONS AND ADDITIONS**

The Tenant may at any time install such fixtures, fittings and equipment (at its own cost) in the Leased Premises as are necessary, with prior written consent from the Landlord, which consent shall not be unreasonably withheld, for the purpose of carrying on the Tenant's business and may, prior to the termination of this Agreement of Lease remove any such fixtures, fittings and equipment:

Provided that, after termination of this Agreement of Lease, the Tenant shall repair any damage caused by the installation and removal of such fixtures, fittings and equipment to the condition, reasonable wear and tear considered, as it was at the commencement of the Agreement of Lease.

## **10. LANDLORD ENTRY**

The Landlord acknowledges that the Tenant is in possession of and works with highly confidential information and accordingly it shall not have the right, without the Tenant's prior written approval, to enter the Leased Premises at any time, except in case of an emergency.

## **11. INSURANCE**

- 11.1 The Landlord shall furnish the Tenant, prior to the Commencement Date of the Agreement of Lease with a copy of its insurance policy.

- 11.2 The Tenant shall not at any time bring or allow to be brought or kept in the Leased Premises nor do or omit nor suffer to be carried on in the Leased Premises, any matter or thing or activity which might result in a fire or in any of the terms and conditions of the insurance policy of the building becoming void or voidable or whereby the insurance premiums for any such insurance may be increased.
- 11.3 If the premiums of such insurance are increased as a result of a contravention of this clause, whether with the written consent of the Landlord or not, the Landlord, without prejudice to any of its rights hereunder, may recover from the Tenant the amount due from time to time in respect of any additional premiums. The Tenant shall pay such amount immediately on notification from the Landlord or the Insurance Company, to the effect that such additional premiums have been charged. The Tenant shall be obliged to adequately, if installed by the Tenant, insure all fittings, fixtures and moveable items in the Leased Premises.

## **12. NO CLAIMS**

Neither party shall have any claim of any nature against each other for any loss, damage or any injury which either party may directly or indirectly suffer arising out of ***vis major*** (a greater force) or ***casus fortuitus*** (an accident against which due prudence could not have provided).

## **13. SUB-LETTING OR CESSION**

- 13.1 The Tenant shall not cede this Agreement of Lease or any of its rights hereunder, nor sublet the Leased Premises or any portion thereof without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.
- 13.2 At any time during the currency of this Agreement of Lease, the Landlord shall be entitled to sell its property and to cede and make over unto and in favour of any person or corporate body, its right, title and interest in and to this Agreement of Lease with the prior written consent of the Tenant, which consent shall not be unreasonably withheld. In the event of any such sale and cession, the Tenant shall not be entitled to terminate this Agreement of Lease and the Tenant shall be obliged to perform and carry out all its obligations under and in terms of this Agreement of Lease as if the cessionary were the original Landlord.

## **14. TENANT'S GENERAL OBLIGATIONS**

The Tenant shall-

- 14.1 During the entire term hereof, keep in full force and effect, a policy of public liability insurance, covering general and Tenant's liability, with respect to the Leased Premises and the business operated by the Tenant and any sub-tenants of the Tenant, in the Leased Premises' in such amounts as may be required to provide adequate cover in respect of all claims which may foreseeably be made against the Tenant.
- 14.2 As an employer/user in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), comply with all requirements as contemplated in said Act and Regulations issued thereunder. The Tenant shall be accountable and liable for all contraventions of and/or non-compliance with any of the provisions of the aforementioned Act; if and to the extent that such contravention and/or non-compliance may be attributed to the wilful or negligent conduct of the Tenant.
- 14.3 Comply with all applicable environmental legislation. The Tenant shall be responsible for the safe temporary storage and disposal of hazardous chemical substances which it brings onto and/or uses at the Leased Premises. In the event of spillage of any such hazardous substances as aforementioned, the Tenant shall be responsible for the clean-up and remedial action which may be required as a result thereof.
- 14.4 To ensure compliance with safety, health and environmental ("SHE") legislation, ensure that SHE systems are implemented and maintained to satisfy all requirements imposed on it by occupational health, safety and environmental legislation.
- 14.5 Pay to the Landlord all and any electricity, water or any other amounts payable to the authority in respect of any supplies or services to the Leased Premises in respect of the separate electricity and water meters for the Leased Premises to be installed by and at the cost of the Landlord.
- 14.6 Comply with the security requirements applicable to the building, provided that such requirements have been communicated to the Tenant in writing and that such requirements do not contravene the Tenant's internal security policies and procedures.
- 14.7 Be responsible for general cleaning and hygiene services, carpet vacuuming, pest control and the like, at the Leased Premises.

- 14.8 Be responsible for the supply, installation and maintenance of a standby generator.
- 14.9 Be responsible for the rational fire design, supply and installation of any fire fighting equipment internally to the Leased Premises, including but not limited to fire extinguishers, hydrants, sprinkler systems, fire detection, etc.
- 14.10 Be responsible for repair, maintenance, upkeep and replacement (if necessary) of any fire fighting equipment internally to the Leased Premises, including but not limited to fire extinguishers, hydrants, sprinkler systems, fire detection, etc.

## **15. LANDLORD'S GENERAL OBLIGATIONS**

The Landlord shall-

- 15.1 Design and install an air-conditioning system ("HVAC") system to the Leased Premises.
- 15.2 Remain responsible for the repair, maintenance, upkeep and replacement (if necessary) of all the air-conditioning installed by the Landlord, to a constant temperature of 22°C (with a maximum variance of 2°C). The response time for any repair and/or replacement work shall not be greater than 24 (twenty four) hours, failing which the Tenant may assume the Landlord's aforesaid obligation and thereafter recover all proven costs from the Landlord.
- 15.3 Upkeep and maintain in good order and repair, the exterior of the Leased Premises and roofs, etc. relating to the Leased Premises.
- 15.4 Remain responsible for repair, maintenance, upkeep and replacement (if necessary) of the external perimeter security fence and any gates. The response time for any repair, maintenance and/or replacement work shall not be greater than 24 (twenty four) hours failing which the Tenant may assume the Landlord's aforesaid obligation and thereafter recover all proven costs from the Landlord.
- 15.5 Remain responsible for repair, maintenance and replacement (if necessary) of the electrical reticulation up to and including the distribution board supplying the Leased Premises. The response time for any repair, maintenance and/or replacement work shall not be greater than 24 (twenty four) hours, failing which the Tenant may elect to assume the Landlord's aforesaid obligation and thereafter recover all proven costs from the Landlord.



- 15.6 Remain responsible for repair, maintenance and replacement of all plumbing and services including, but not limited to underground services, e.g. sewer, storm water, and water to the Leased Premises where such responsibilities/services fall outside of the municipal accountability. The response time for any repair, maintenance and/or replacement work shall not be greater than 24 (twenty four) hours, failing which the Tenant may elect to assume the Landlord's aforesaid obligation and thereafter recover all proven costs from the Landlord.
- 15.7 Remain responsible for repair, maintenance, upkeep and replacement (if necessary) of all structural aspects, including internal and external aspects, of the Leased Premises.
- 15.8 Remain responsible for repair, maintenance, upkeep and replacement (if necessary) of all waterproofing during the Lease Period or any extensions or renewal thereof.
- 15.9 Remain responsible for the rational fire design, supply and installation of any fire fighting equipment externally to the Leased Premises, including but not limited to fire extinguishers, hydrants, sprinkler systems, fire detection, etc.
- 15.10 Remain responsible for repair, maintenance, upkeep and replacement (if necessary) of any fire fighting equipment externally to the Leased Premises, including but not limited to fire extinguishers, hydrants, sprinkler systems, fire detection, etc.
- 15.11 Remain responsible for the repair, maintenance, upkeep and replacement (if necessary) of the comprehensive electrical supply and installation up to the distribution board of the Leased Premises.
- 15.12 Remain responsible for maintenance, upkeep and replacement (if necessary) of flower beds to all external surroundings of the Leased Premises, including the provision of pest control, insecticides and herbicide application.
- 15.13 Pay all rates, levies, taxes and other government charges raised in respect of the Leased Premises.
- 15.14 Pay the relevant authority all electricity, water and other amounts charged in respect of any supplies or services to the Leased Premises.
- 15.15 Procure and maintain adequate insurance on the Leased Premises, other than in respect of the fixtures, fittings and equipment of the Tenant.

- 15.16 Procure and install separate electricity meters in respect of the Leased Premises, in order to accurately differentiate between the usages of the different tenants. In the case of multiple occupancy buildings electricity consumption will be charged as per clause 4.2 (Charges Payable by the Tenant).

## **16. BRANDING AND ADVERTISING**

The Tenant may be granted and thereafter retain all naming rights, branding and advertising in respect of the Leased Premises occupied by it and shall be entitled to erect signage on the Leased Premises in this regard. Such signage installation will be subject to the Landlord's final approval, which approval shall not be unreasonably withheld.

## **17. DAMAGE TO OR DESTRUCTION OF PREMISES OR BUILDING**

- 17.1 Should the Leased Premises be destroyed or damaged, without the cause thereof being attributable to the intent or negligence of either party to this Agreement of Lease, to an extent which prevents the Tenant from having occupation of the Leased Premises, then this Agreement of Lease shall forthwith terminate and neither party shall have any further claim howsoever arising against the other party as a result thereof.

- 17.2 Should the Premises be damaged to a lesser extent than that which prevents the Tenant from having full occupation of the Leased Premises, then-

17.2.1 This Agreement of Lease shall not be cancelled;

17.2.2 The rental payable by the Tenant shall be reduced pro-rata to the extent (if any) by which the Tenant is deprived of occupation of the Leased Premises; and

17.2.3 The Landlord shall at its own cost, repair the Leased Premises as expediently as is possible under the circumstances.

- 17.3 The provisions of this clause shall become applicable on signature of this Agreement of Lease and shall apply irrespective of whether the contemplated destruction occurs before or after the Commencement Date.

- 17.4 Should a dispute arise between the Landlord and the Tenant in respect of the amount of rental payable by the Tenant in terms of clause 17.2.2 then such dispute shall be settled in terms of clause 21.

## **18. BREACH**

- 18.1 Should either party (the "defaulting party") commit a breach of any of the provisions of this Agreement of Lease, then the party who is not in breach (the "aggrieved party") shall be entitled to give the defaulting party written notice to remedy the breach.
- 18.2 If the defaulting party fails to comply with that notice within 14 (fourteen) days of the receipt thereof, subject to any other provisions of this Agreement of Lease to the contrary, the aggrieved party shall be entitled to cancel this Agreement of Lease or to claim specific performance, in either event without prejudice to the aggrieved party's rights to claim damages. The foregoing is without prejudice to such other rights as the aggrieved party may have in common law or statute.

## **19. NOTICES AND ADDRESSES**

- 19.1 All notices which are given by the Landlord to the Tenant may be given to it at the address set out in the Schedule at which address the Tenant chooses as its *domicilium citandi et executandi* (the physical address at which legal proceedings may be instituted) for all purposes hereunder, or at such other address which the Tenant may advise the Landlord by written notice duly received by the Landlord.
- 19.2 All notices which are given by the Tenant to the Landlord shall be given to it at the address set out in the Schedule at which address the Landlord chooses as its *domicilium citandi et executandi* for all purposes hereunder, or at such other address which the Landlord may advise the Tenant by written notice duly received by the Landlord.
- 19.3 All notices sent by either party to the other shall be delivered by hand, telefax or sent by prepaid registered mail.
- 19.4 All notices delivered by either party to the other as aforesaid to the respective addresses provided for in this Agreement of Lease shall be deemed to have been received by the addressee on the date of delivery or on the 3rd (third) business day after posting, as the case may be, unless the addressee proves the contrary.
- 19.5 Any party shall be entitled, by prior written consent to the other to change its address to such other address within the Republic of South Africa, provided that the change shall become effective only 14 (fourteen) days after service of the written notice in question.

## **20. GENERAL**

- 20.1 No alteration, cancellation, variation of or addition to this Agreement of Lease shall be of any force and effect unless it is recorded in writing and signed by both the Landlord and the Tenant.
- 20.2 No agreement varying, adding to, deleting from or cancelling this Agreement of Lease and no waiver of any right under this Agreement of Lease shall be effective unless reduced to writing and signed by or on behalf of both parties.
- 20.3 No extension of time or indulgence granted by either party to the other shall be deemed in any way to affect, prejudice or derogate from the rights of such party in any respect under this Agreement of Lease, nor shall it in any way be regarded a waiver of any rights hereunder or a novation of this Agreement of Lease.
- 20.4 Should any one or more of the provisions of this Agreement of Lease be unenforceable, then the remaining provisions shall remain of full force and effect.

## **21. DISPUTE RESOLUTION**

### **21.1 Mediation**

Should any dispute of any nature whatsoever arise out of, or in connection with or relating to this Agreement of Lease, then the parties agree to first meet and use all their reasonable endeavours to negotiate in good faith a settlement of such dispute by way of mediation. Should such negotiations fail after 10 (ten) business days, or such longer period as agreed upon in writing, of referral of such dispute, the dispute will then be referred to arbitration In terms of clause 21.2.

### **21.2 Arbitration**

- 21.2.1 Should the parties fail to settle the dispute pursuant to the provisions of clause 21.1 then any dispute, deadlock and/or difference between the Landlord and Tenant in connection with this Agreement of Lease may be referred to and be determined through arbitration in terms of the rules of the Arbitration Foundation of South Africa.
- 21.2.2 Upon such referral, the costs of and incidental to the referral and award shall be in the discretion of the arbitrator, who may determine the quantum of the costs, and liability for payment of such costs.

21.2.3 The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such an award made an order of court.

21.2.4 This clause shall not preclude the Landlord or Tenant from obtaining interim relief on an urgent basis in a Court of competent jurisdiction. To this end, the Landlord and Tenant hereby consent to the jurisdiction of the North Gauteng High Court, Pretoria.

## **22. COSTS**

22.1 The Landlord and the Tenant shall each be responsible for and pay its own costs in respect of the finalisation and execution of this Agreement of Lease and incidental costs and necessary consultations and attendances.

**As Representative for ..... (Landlord)**

Signed at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ 20.....

**As representative (full names) :** \_\_\_\_\_

**Capacity :** \_\_\_\_\_

**Signatory :** \_\_\_\_\_

## **WITNESSES**

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

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

**As Representatives for South African Revenue Service (Tenant)**

1. **Mukhtar Mohomed**                      **Group Executive: Facilities &  
Properties**

**Signature** \_\_\_\_\_

**Date signed** \_\_\_\_\_

2.

Executive: Procurement

Signature

\_\_\_\_\_

Date signed

\_\_\_\_\_

Schedule		
1.	The Building:	
2.	Leased Premises:	
3.	Office space square meters:	
4.	The Lease Period:	
5.	The Beneficial Occupation date:	
6.	The Commencement Date:	
7.	The Termination Date:	
8.	The Escalation Rate:	
9.	The Adjustment Date:	
10.	Monthly Office Rental commencing at R...../ m <sup>2</sup> (excl. VAT)	
11.	Monthly Parking: (excl. VAT)	
12.	Monthly Operating cost (excl. VAT)	
13.	<i>Domicilium Citandi Et Executandi</i> of the Landlord:	
14.	<i>Domicilium Citandi Et Executandi</i> of the Tenant:	South African Revenue Service 299 Bronkhorst Street Nieuw Muckleneuk

		<b>Pretoria</b> <b>0181</b>
<b>15.</b>	<b>Landlord's Banking details for all payments:</b>	<b>Bank:</b> <b>Branch:</b> <b>Branch Code:</b> <b>Account Holder:</b> <b>Account Number:</b>

## **ANNEXURE D.**

### **1. SARS PHYSICAL SECURITY STANDARDS**

SARS applies the Government Security Regulator (GSR) Minimum Physical Security Standards for Level 3 Hi-Risk Buildings with a few additions and variations.

#### **1.1 Perimeter Protection/Security:**

1.1.1 Steel palisade fencing (2.1 m to 2.7 m), brick and mortar walling or reinforced prefabricated walls.

1.1.2 Security illumination at vehicle and pedestrian entrances as well as the perimeter fence/walls.

1.1.3 A steel palisade fence must consist of and adhere to the following minimum specifications:

1. 2.4 m in height in residential areas and 2.7 m in height in industrial and rural areas (measured from the outside).
2. Galvanised mild steel (coastal regions) or standard mild steel (inland) palisade fence.
3. Standard fencing pale: 40x25x3mm.
4. Rail: 50x40x3mm.
5. Post: 80x60x3mm.
6. Security spikes/sharpened pale tops.
7. Ground clearance: not more than 90mm.
8. Concrete plinth/brick and mortar wall underneath the fence.
9. 15mpa cement/ concrete mixture for securing the upright pales.
10. 5 - 8 strand electric fence to the top of the fence.

1.1.4 A brick and mortar wall must adhere to the following specifications:

1. 2.4 m in height in residential areas and 2.7 m in height in industrial and rural areas (measured from the outside).
2. Double brick and mortar (220 mm).
3. Foundation: 300x50 with 15mpa cement/ concrete mixture.
4. 5 to 8 strand electric fence to the top of the fence, the

1.1.5 Pre-fabricated walls must consist of the following;

1. All slabs must be reinforced with steel wires to the inside of the slab,
2. Poles must be secured in concrete of at least 300mm,
3. The minimum height must 2.1m or 7 slabs of 300mm each,
4. Fence must be provided with a minimum 6 strand electric fence to the top the slabs.

1.1.6 High security steel mesh fencing can consist of the following;

1. Single skin mesh - Spacing of wires 72,2 x 9mm.
2. Double skin mesh - Spacing of wires 9 x 9mm (centre to centre).
3. Must consist of galvanized steel.
4. Must be secured into the ground by means of a concrete Plymouth.



5. Minimum height of 2,1m in residential areas and 2,4 to 3m in industrial areas.

## **1.2 Vehicle entrance:**

1.2.1 Vehicle entrances must be secured with good quality security gates of the same height and deterrent capabilities as the rest of the perimeter fence. Security illumination must be fitted near the said entrances.

1.2.2 The vehicle gate must be motorized and a video phone system linked to the Building for visual identification must be installed for access control purposes.

## **1.3 Pedestrian entrance:**

1.3.1 The pedestrian gate must be fitted with a good quality pedestrian entrance gate with the same height and deterrent capabilities as the perimeter security.

Said pedestrian gate must be fitted with a security padlock or an electric lock and striker.

## **1.4 Guard hut:**

1.4.1 If static guarding is to be implemented at the Building a removable bullet resistant guard hut must be built for use by the static security personnel. Said guard hut must facilitate all of the following:

1. Adequate security illumination (operated from the inside of the guard hut) for the vetting of visitors after dark.
2. A switch to dim the lights within the guard hut (to cancel the effect of having illumination on therein after dark).
3. Communication with the Building.
4. Ample power points.
5. Ample ventilation.
6. Firefighting equipment, 2, 5 kg DCP.
7. Override control buttons for the vehicle and pedestrian gates.

## **1.5 Garage/s:**

1.5.1 Garage doors to be motorized.

1.5.2 Door leading from garages into the Building to be fitted with a solid wooden door and high security cylinder lock.

Said door must be fitted with a good quality security gate. 4.5kg DCP fire extinguisher.

## **1.6 Illumination:**

1.6.1 Security illumination must be installed around the Building and at the vehicle and pedestrian entrances also illuminating the entire perimeter security. The security illumination must be installed to enhance the working capabilities of the proposed CCTV camera system. Note must be taken that the perimeter fence/wall must be illuminated and not the Building itself or adjacent Buildings/streets.

1.6.2 Said security illumination must be fitted with photo cells to automatically switch on the illumination when the light lux drops to a specified reading. Alternatively can override control buttons be installed inside the Building for use during emergency situations.

1.6.3 Domestic illumination must be installed at strategic locations near the Building illuminating the garden in order to protect the occupants by giving them the opportunity to survey the lit premise from a darkened viewpoint.

### **1.7 External doors:**

1.7.1 All external doors must be fitted with solid wooden doors and minimum 5 lever (cylinder) high security locks.

1.7.2 All external doors must also be secured with good quality security gates and locks.

1.7.3 The main entrance door must be fitted with a 180/ door viewer.

1.7.4 All external doors must be covered via magnetic contact switches linked to the proposed intruder alarm system. Fixed panic buttons must be installed on the inside of each external door.

### **1.8 Windows:**

1.8.1 All windows must be fitted with good quality Spanish type burglar proofing. Said burglar proofing must be secured via expansion bolts into the brick and mortar wall or can be welded onto the steel window frames (where applicable). Depending on the amount of external door one identified window burglar proofing must be fitted with hinges and a padlock to allow for escape during emergency situations.

1.8.2 All windows reachable from ground level must be secured as described above.

1.8.3 The use of heavy / dark curtains is also encouraged in order to protect the occupants from being surveyed from the outside, especially at night.

### **1.9 Glazing:**

1.9.1 Laminated glass will prevent the glass from spalling as well as throwing of objects through the glass. Therefore is it proposed that all glazing be fitted with 6.5mm laminated glass. This option is however more expensive.

1.9.2 Bullet resistant glass (resistolite) must be installed at identified sensitive areas.

1.9.3 As an alternative must all the windows of the Building must be fitted with 50 micron safety film to the inside thereof to prevent the glass from spalling in case of an explosion in the vicinity of the Building. The safety film will not prevent object being thrown through the windows.