

SCMU5-26/27-0039

APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ADEQUATE OFFICE ACCOMMODATION WITHIN MTHATHA CENTRAL BUSINESS DISTRICT - DEPARTMENT OF HUMAN SETTLEMENTS

NAME OF BIDDER:

CLOSING DATE / TIME:

21 July 2026 / 11:00

USEABLE AREA REQUIRED:

721.65m²

NUMBER OF OPEN PARKING BAYS:

8

NUMBER OF COVERED PARKING BAYS:

8

NUMBER OF PARKING BAYS FOR PERSONS LIVING WITH DISABILITIES (COVERED):

2

ENQUIRIES:

SUPPLY CHAIN MANAGEMENT

EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
QHASANA BUILDING
PRIVATE BAG X 0022
BHISHO

SCM RELATED ENQUIRIES

Email Address: supply.chain@ecdpcw.gov.za

Tel No.: 040 602 4000

(Please note it is recommended to use email for any enquiries)

TECHNICAL ENQUIRES

T. Diketane / B. Jack

Tel No.: 0406024401

Email Address: Bongani.Jack@ecdpcw.gov.za

(Please note it is recommended to use email for any enquiries)

**Fraud, Complaints & Tender Abuse Hotline
0800 701 701 (toll free number)**

**PART A
INVITATION TO BID**

| | | | | | |
|--|--|---------------|---|--|--------------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE | | | | | |
| BID NUMBER: | SCMU5-26/27-0039 | CLOSING DATE: | 21 July 2026 | CLOSING TIME: | 11H00 |
| DESCRIPTION | APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ADEQUATE OFFICE ACCOMMODATION WITHIN MTHATHA CENTRAL BUSINESS DISTRICT - DEPARTMENT OF HUMAN SETTLEMENTS | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| TENDER BOX, GROUND FLOOR, | | | | | |
| QHASANA BUILDING, | | | | | |
| INDEPENDENCE AVENUE, BHISHO | | | | | |
| 5605 | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | SCM | | CONTACT PERSON | B Jack / T Diketane | |
| TELEPHONE NUMBER | | | TELEPHONE NUMBER | 040 602 4401 | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | supply.chain@ecdpw.gov.za | | E-MAIL ADDRESS | Bongani.Jack@ecdpw.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | <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

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

For ease of reference, Bidders shall enter their Price in the space provided below:

| SERVICE/GOODS REQUIRED | GRAND TOTAL (amount in figures) | GRAND TOTAL (amount in words) |
|------------------------|------------------------------------|----------------------------------|
|------------------------|------------------------------------|----------------------------------|

CALCULATION OF THREE (3) YEAR LEASE COST

| | | |
|---|---------------------------------------|---|
| APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ADEQUATE OFFICE ACCOMMODATION WITHIN MTHATHA CENTRAL BUSINESS DISTRICT - DEPARTMENT OF HUMAN SETTLEMENTS | R..... (Carried over from page 27) | (Carried over from page 26) |
|---|---------------------------------------|---|

CALCULATION OF FIVE (5) YEAR LEASE COST

| | | |
|---|---------------------------------------|---|
| APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ADEQUATE OFFICE ACCOMMODATION WITHIN MTHATHA CENTRAL BUSINESS DISTRICT - DEPARTMENT OF HUMAN SETTLEMENTS | R..... (Carried over from page 29) | (Carried over from page 28) |
|---|---------------------------------------|---|

(1) If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern

SIGNATURE OF THE BIDDER:

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

DATE:

BID NOTICE
SCMU5-26/27-0039

**APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ADEQUATE OFFICE
ACCOMMODATION WITHIN MTHATHA CENTRAL BUSINESS DISTRICT - DEPARTMENT
OF HUMAN SETTLEMENTS**

Tender documents are downloadable for free of charge from National Treasury's eTender Portal: (<https://www.etenders.gov.za/>) or from the Department of Public Works and Infrastructure and Infrastructure website (www.ecdpw.gov.za/tenders) from **03 July 2026**

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing date, must be deposited in the bid box not later than **11h00** on the **21 July 2026**

Physical Address of Bid Box: Department of Public Works and Infrastructure, Qhasana Building, Ground floor, Bhisho, 5605.

Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental bid box prior to the closing date and that it is not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

A. BID EVALUATION

This bid will be evaluated in two (2) phases as follows:

Phase One: Compliance, responsiveness to the bid rules and conditions, thereafter

Phase Two: Bidders passing all phases above will thereafter be evaluated on PPPFA & PPR 2022

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE APPLIED AS FOLLOWS:

| | | |
|-------------------------|---|-------------------|
| Maximum points on price | - | 80 points |
| Specific goals | - | 20 points |
| Maximum points | - | 100 points |

1. BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

1. The Department intends to award this to the highest point scorer, unless circumstances justify otherwise
2. **The SBD4 must be duly completed and signed. 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, such interest must be disclosed on question 2.3.1.**
3. **Bidders must ensure 2.3 of SBD4 (Declaration of interest) is completed correctly**
4. The successful bidder will be subjected to a security screening or vetting.
5. The total useable area required by the department is **721.65m². Useable space in excess of the requirement will not be paid by the Department.**
6. The Department requires secured ONSITE parking bays – **18 parking bays – (8 covered, 8 uncovered and 2 for people with disabilities)**
7. **The successful bidder will be responsible for Facilities Management Services and Soft Services at their own cost and such costs must be factored into the rental price on the price schedule (SBD3.1).**
8. **The department reserves the right to cancel or reduce the scope of works at its discretion in order to meet the budget limitations.**
9. **The department shall award this bid for a period of either three years or five years.**
10. **The bid will be valid for a period of 120 days after the closing date.**

2. SPECIAL CONDITIONS: BIDDERS MUST COMPLETE ALL OFFERS FOR THREE (03), YEARS AND FIVE (05) IN FULL. NON-COMPLIANCE HEREOF WILL RESULT IN ELIMINATION OF THE BID.

B. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked “**SCMU5-26/27-0039-: APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ADEQUATE OFFICE ACCOMMODATION WITHIN MTHATHA CENTRAL BUSINESS DISTRICT - DEPARTMENT OF HUMAN SETTLEMENTS**”

C. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

SCM SPECIFIC ENQUIRIES:

Email Address: supply.chain@ecdpcw.gov.za

(Please note it is recommended to use email for any enquiries)

TECHNICAL ENQUIRES

B. Jack

Tel No.: 0406024401

Email Address: Bongani.Jack@ecdpcw.gov.za

(Please note it is recommended to use email for any enquiries)

Fraud, Complaints & Tender Abuse Hotline

0800 701 701 (toll free number)

SPECIAL CONDITIONS OF BID

1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Department" in these conditions shall mean the EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE.

2. EXTENT OF BID

This contract is for the **APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ADEQUATE OFFICE ACCOMMODATION WITHIN MTHATHA CENTRAL BUSINESS DISTRICT - DEPARTMENT OF HUMAN SETTLEMENTS**

3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the Department will constitute a contract binding on both parties, and the Department may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract.

4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any bid will not necessarily be accepted.***

The Department wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Department prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.

7. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of **120 days** from the closing date as stipulated in the bid document.

8. PENALTY PROVISION AND WITHDRAWAL

8.1 Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Department of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Department:

- [a] All expenses incurred by the Department to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:

- [i] A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or
- [ii] A new Bid price (inclusive of escalation).

8.2 Should the successful Bidder fail to deliver, provisions of the General Conditions of Contract will apply.

8.3 Disputes between the Department and a bidder (if any) will be dealt with in the form of litigation.

9. BRAND NAMES

Wherever a brand name is specified in this bid/quotation document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name, but requires an item similar/equivalent or better than specified.

10. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

11. PRICE ESCALATION

11.1 The maximum escalation rate (percentage) **must not exceed 6% per annum.**

11.2 **No escalation should be charged for Parking bays over the lease period.**

11.3 **Parking will be capped at R350 (excl VAT) for covered parking and R250 (excl VAT) for open parking bays.**

12. AUTHORITY TO SIGN BID DOCUMENTS

a) In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case of a joint venture or consortium at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.

b) In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.

c) No authority to sign is required from a company or close corporation or partnership which has only one director or member.

d) In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.

13. CONTRACT PERIOD

a) The contract period will be determined subject to the discretion of the Department.

b) The Department reserves the right to consider the extension of the contract or portions thereof, in consultation with the successful bidder for a further period, without going to an open bidding process.

c) The Department of Public Works and Infrastructure may accept or reject any bid offer and may cancel the bid process or reject all bid offers at any time before the formation of a contract.

d) The Department of Public Works and Infrastructure also reserves the right to accept the bid as a whole or a part of the bid, or any item or part of any item.

e) The Department shall not accept or incur any liability to a supplier for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.

- f) Distributor which will remain valid for the warranty period. The agreement must be signed together with the acceptance of the award.

14. DELIVERY PERIODS

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment, the bidder will be required to submit progress reports to the Department.

A detailed project implementation plan will be required with deliverables which are clearly stated and in line with the specification. These will be agreed upon by the Joint Project Steering Committee.

After the award and acceptance of it a joint project steering committee is to be formed which consists of all relevant stakeholders to which the bidder will be accountable to for the duration of the construction and or building alteration stages until the handover of the project to the Department of Public Works and Infrastructure and Infrastructure.

15. DISPUTES OR LIABILITIES

In the event that disputes/ liabilities cannot be resolved by internal systems, the disputes will be settled by litigation.

This paragraph replaces paragraph 29 in the General Conditions of Contract.

16. CLOSING DATE / SUBMITTING OF BIDS

- 16.1 **Bids must be submitted in sealed envelopes clearly marked: "SCMU5-26/27-0039 APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ADEQUATE OFFICE ACCOMMODATION WITHIN MTHATHA CENTRAL BUSINESS DISTRICT - DEPARTMENT OF HUMAN SETTLEMENTS"**

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box, Department of Public Works and Infrastructure, Qhasana Building, Ground floor, Bhisho not later than **11h00 on the 21 July 2026**

Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental bid box prior to the closing date and that it is not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

17. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

- i. The Bid will be awarded to the bidder who scores the highest PPPFA points: However, should an offer not be market related, the Department reserves the right to negotiate with bidders in accordance with the PPPFA Regulation 6 sub regulation 9(a) & (b).
- ii. The only or lowest offer will not necessarily be accepted. The Department will only accept an offer(s) if it satisfies its requirements and the requirements of the client(s) on whose behalf the Department is procuring.
- iii. The Department reserves the right to further negotiate the proposed rate and/or escalation rate for the subject property according to market related rates. In the event of negotiations, this process must be concluded within 10 (ten) days with the preferred bidder.
- iv. The Department of Public Works and Infrastructure and Infrastructure is the sole adjudicator of the suitability of the accommodation for the purpose for which it is required. The Department's decision in this regard will be final.

- v. The Department of Public Works and Infrastructure will under no circumstances take responsibility if a user department may or might have committed or negotiated with lessors or owners of a building outside its bidding processes.
- vi. The successful bidder will be responsible for the total cost of alterations and compliance certification necessary to adapt the offered accommodation to the specific needs of the user department.
- vii. If the price offered by a tenderer scoring the highest points is not market related, the Department may not award the contract to that tenderer. However, The Department may –
 - a) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
 - if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
 - if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender
 - b) If a market-related price is not agreed as envisaged in paragraph (a) (iii), the Department will cancel the tender.

18. RENTAL OFFER PRICE

18.1 Bidders must complete the FORM OF OFFER in full, failure to comply will result in the elimination of the offer submitted.

18.2 The Rental proposal as per SBD3.1. must be completed in full as this will form the basis of the market assessment of the proposal(s) from the bidders.

18.3 The amount reflected on the form of offer and acceptance takes precedence over any other total amount indicated elsewhere in the bidder's tender submission.

18.4 If a form of offer has no value or figure the bidder will be regarded as having made no offer.

19. BUILDING OPERATING COSTS

19.1 The Department will be responsible for the operating costs that relate directly to its own tenancy activities and that, where applicable, are separately metered. The Department is prepared to incur the following operating utility costs:

- 19.1.1 water consumption;
- 19.1.2 electricity consumption;
- 19.1.3 refuse removal;

19.2 The Department **will not** be responsible for any other operating costs.

19.3 The Department **will not** be responsible for the payment of rates and taxes as well as periodic increases.

19.4 Full roles and responsibilities between the landlord and the tenant will be stipulated in the lease agreement.

20. BUILDING MAINTENANCE COSTS

20.1 All maintenance will be the responsibility of the landlord.

20.2 Other responsibilities between the landlord and the tenant will be stipulated in the lease agreement.

21. TENANT INSTALLATIONS

21.1 The successful Bidder/Landlord will be responsible for the cost of alterations necessary to adapt the offered accommodation to the specific needs of the user department in accordance with the standard norms, standards and/ or specified minimum requirements and per the approved Tenant Layout plans.

21.2 The bidder should make adequate provision for tenant installation in the offer.

22. PAYMENT FOR SERVICES RENDERED

Payment will be accordance to the General Conditions of Contract.

23. AWARD OF BIDDERS NOT SCORING THE HIGHEST POINTS

A contract may be awarded to a tenderer that did not score the highest points subject to a risk assessment.

24. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

25. COMMUNICATION

25.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified persons, as indicated on this document via email. Bidder(s) must reduce all telephonic enquiries to writing and send to the above-mentioned email addresses.

25.2 The delegated office of Department of Public Works and Infrastructure may communicate with Bidder(s) where clarity is sought in the bid proposal.

25.3 Any communication to an official or a person acting in an advisory capacity for the Department of Public Works and Infrastructure in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

25.4 Whilst all due care has been taken in connection with the preparation of this bid, Department of Public Works and Infrastructure makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. The Department of Public Works and Infrastructure, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

25.5 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department of Public Works and Infrastructure (other than minor clerical matters), the Bidder(s) must promptly notify the Department of Public Works and Infrastructure in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department of Public Works and Infrastructure an opportunity to consider what corrective action is necessary (if any).

25.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the Department of Public Works and Infrastructure will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

25.7 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

26. SUPPLIER DUE DILIGENCE

The Department of Public Works and Infrastructure reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period or visits/In loco Inspection (if applicable).

27. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the Department of Public Works and Infrastructure, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

28. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the Department of Public Works and Infrastructure incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the Department of Public Works and Infrastructure harmless from any and all such costs which Department of Public Works and Infrastructure may incur and for any damages or losses the Department of Public Works and Infrastructure may suffer.

29. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

30. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The Department of Public Works and Infrastructure shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

31. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant

32. REGISTRATION AS A VAT-VENDOR

32.1 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the statutory compulsory threshold of R2.3 million (as amended effective 1 April 2026) must include VAT in the prices quoted. Such bidders must therefore immediately upon award of the contract register with the South African Revenue Service (SARS) as VAT vendors.

32.2 The award of contract would be (for Non-VAT vendors who included VAT in their prices based on the statutory threshold) conditional pending the successful bidder submitting proof of registration as a VAT vendor with SARS within 21 days of award.

33. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

34. GENERAL BID RULES

- a) The bid document shall be completed and signed
- b) The Department of Public Works and Infrastructure Supply Chain Management Policy will apply.
- c) The Department of Public Works and Infrastructure does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
- d) The Department of Public Works and Infrastructure may accept or reject any bid offer and may cancel the bid process or reject all bid offers at any time before the formation of a contract.
- e) The Department shall not accept or incur any liability to a supplier for such cancellation or rejection or acceptance but will give written reasons for such action upon receiving a written request to do so.
- f) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted
- g) Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

35. CONTRACT VARIATIONS, EXPANSIONS, AMENDMENTS OR MODIFICATIONS

- 35.1 Should a need arise to vary or expand or amend or modify contract quantities for any goods or services, after a valid contract has been concluded and or after the contract has already commenced, the Department reserves the right to approach the contracted service provider to reduce or increase the contracted quantities.
- 35.2 Bidders are required to submit their proposal based on the current Rate of Exchange (ROE) on the time of the advert. negotiations will be made with the awarded bidder to adjust their pricing to align with the exchange rate on time of award.

36. OTHER CONDITIONS OF BID

- 36.1 The bidder must be registered on the Central Supplier Database (CSD) prior the award
- 36.2 All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.
- 36.3 All bidders' tax matters must be in order prior award. Bidders will be afforded by the Department an opportunity of not more than 7 working days to correct their tax matters, if it is found not to order. Failure to comply within the prescribed period, will lead to elimination. Bidders' tax matters will be verified through CSD.
- 36.4 The Department will contract with the successful bidder by signing a formal contract
- 36.5 The successful bidder will be subjected to a security screening or vetting.
- 36.6 The Department intends to award this to the highest point scorer per item/batch, unless circumstances justify otherwise.
- 36.7 The accommodation must comply with the National Building Regulations, SANS 101070 and the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended and Town Planning Regulations. Bidders must submit the following copies of the building they are offering: grading certificate of the building, zoning certificate and the current approved plan of the building.
- 36.8 Access and ablution facilities for persons living with disabilities to be provided. All facilities for persons living with disabilities are to comply with SANS10400-S.
- 36.9 The lease agreement and payment of rental will commence from the date of occupancy. Rental will be adjusted annually at 6% escalation rate starting at the beginning of the second year.
- 36.10 The lease agreement and payment of rental will commence from the date of occupancy. Rental will be adjusted annually in accordance with an agreed upon escalation rate starting at the beginning of the second year.
- 36.11 No tenders sent by facsimile or e-mail will be accepted.
- 36.12 The tender forms must not be retyped or redrafted.
- 36.13 Due to the urgent operational requirements resulting from the fire at the Botha Sigcau building, the Department will only consider bids for the following types of accommodation:

36.14 **(a) READILY AVAILABLE EXISTING BUILDING (PREFERRED):** A completed, compliant building that is ready for occupation within a maximum of 3 (three) months from the date of award. The building must require minimal repurposing limited to tenant installation works (e.g., partitioning, data cabling,) as specified in the Terms of Reference. Bidders offering a vacant erf (land) for new construction will be disqualified, as the 12-24 month timeline is not acceptable.

36.15 **(b) PARK HOME UNITS AND/OR ALTERNATIVE BUILDING TECHNOLOGIES' (CONDITIONAL ALTERNATIVE):** A complex comprising compliant park home units will be considered only if it meets all of the following mandatory conditions:

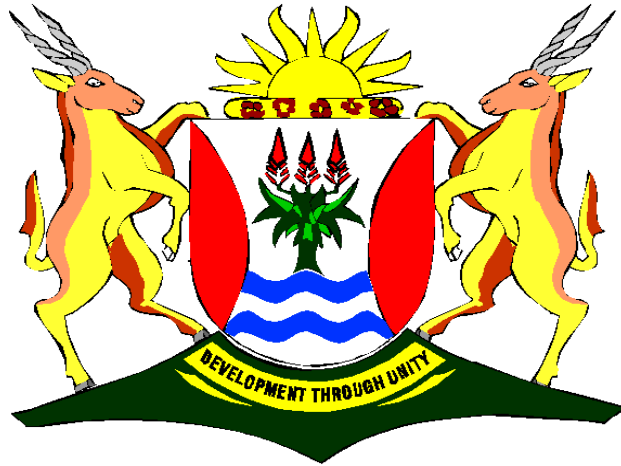
- i. The park home units must be new or in a like-new condition and installed on a prepared site within the Central Business District (CBD) or an area immediately adjacent with excellent public transport access.
- ii. The offer must include all necessary foundations, site works, connections to municipal services (water, sewer, electricity), and access ramps.
- iii. The park home units, as a complete facility, must fully comply with the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977) , SANS 10400 (The application of the National Building Regulations), and all relevant Town Planning and Municipal By-Laws.
- iv. Furthermore, any non-standardised structural systems, alternative building materials, or prefabricated elements used must possess a valid, active certificate of fitness-for-purpose issued in terms of Section 6 of the Agrément South Africa Act, 2015 (Act No. 11 of 2015)
- v. The bidder must submit, with their bid, a certificate of compliance from a registered professional engineer or architect, confirming that the proposed park home installation meets all structural, fire, health, and accessibility standards (including SANS 10400-S for disabled access) as required for a permanent office building.
- vi. The proposed facility must meet the same technical specifications for security, ablutions, air-conditioning, emergency power, and IT server room as required for a conventional building.
- vii. The total useable area of 1 721.64m² must be contiguous or located on a single secured site to ensure efficient management and security.

36.16 **(c) OCCUPANCY READINESS PLAN:** All bidders must submit a detailed Project Implementation Plan demonstrating how the accommodation will be ready for occupancy within the specified 3 month period. The plan must include a critical path schedule for all tenant installation, inspections, and compliance certification.

36.17 The approved bidder must have a dedicated resource to act as a liaison between the lessee, lessor and user department for the duration of the lease agreement.

TERMS OF REFERENCE/SPECIFICATION

Eastern Cape Provincial Government Public Works and Infrastructure



BID NUMBER: SCMU5-26/27-0039

**APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ADEQUATE
OFFICE ACCOMMODATION WITHIN MTHATHA CENTRAL BUSINESS DISTRICT -
DEPARTMENT OF HUMAN SETTLEMENTS**

SCOPE OF WORK

PROJECT TITLE AND DESCRIPTION OF WORK: APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ADEQUATE OFFICE ACCOMMODATION WITHIN MTHATHA CENTRAL BUSINESS DISTRICT - DEPARTMENT OF HUMAN SETTLEMENTS.

1. INTRODUCTION

The Department is responsible for procuring all leased office accommodation on behalf of the Provincial Government. In securing leased office accommodation, the primary objective of the Department, inter-alia, is to provide functional and best fit for use, type and location of office accommodation at optimal value to the Provincial Government.

The Department intends accommodating a Provincial Government department that will conduct administrative business operations within the building.

All bidders MUST respond to and comply with the following technical specifications and requirements that will be utilised by the Department to evaluate whether or not the building being offered by the bidder meets the minimum technical requirements of the Department.

It is required that the bidders MUST have a comment whether the building does meet the requirements on the table below. If it does not meet the requirements, the bidder MUST indicate how long it will take to meet the requirements in case of award.

1. MINIMUM TECHNICAL & FUNCTIONAL REQUIREMENTS

1.1 Location – Department of HUMAN SETTLEMENTS District Office – The preferred area is Central Business District.

1.2 Must be easily accessible via public transport and must not be within industrial area(s).

| APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ADEQUATE OFFICE ACCOMMODATION WITHIN MTHATHA CENTRAL BUSINESS DISTRICT - DEPARTMENT OF HUMAN SETTLEMENTS | | |
|--|---|--------------------------|
| NO. | REQUIRED | BIDDER'S COMMENTS |
| 1. | The total size of office accommodation required by the Department and to be offered by 721.65m² of USEABLE area . NB: Both departments must have separate entrances to their respective offices. | |
| 2. | The building must have a total of 18 onsite parking bays – (8 covered, 8 uncovered and 2 for people with disabilities) Parking area to be paved or tarred, demarcated and numbered. (See Note 1 below) | |
| 3. | The accommodation must allow for the corporate image of the Provincial Government department to be enhanced and clearly visible from the street front. | |
| 4. | The electrical supply to the office accommodation must cater for both normal and clean (dedicated) power. Provision must be made for one (1) normal and one (1) clean plug point for every 6m ² of useable office accommodation, an additional two (2) plug points per 150 m ² of Useable office accommodation to be allowed for to cater for fax, copiers etc. In addition, normal plugs to be provided in passages in order to accommodate cleaning machinery. (provision of interconnection power extension boxes with leads see " Page 22 Power Extension Boxes ") | |

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| | In the kitchenette sufficient provision for plug points to be made for all electrical equipment. (minimum of 6 plugs and in the case of a kitchenette on each floor the same will be applicable). | |
| 5. | The accommodation must provide for adequate access for persons with living with disabilities etc. including ablution facilities both for the office environment as well as public interface area. Public toilets will remain part of useable area. Provision of a safe and secure wheelchair ramp and railings. Assisted ablution facility/facilities and with the requisite door handles (bar). Safe and secure handrails inside to be aligned to SANS 10400. | |
| 6. | Within the office accommodation, all areas and support areas must be provided as required and as indicated on the Spatial Template(s) attached. See page 53 | |
| 7. | The landlord will be required to provide 50mm “plaswood” blinds for all office windows. Furthermore, frosted vinyl (minimum, to door height.) on internal glass panels must be installed. See note 2 below for examples of the frosted vinyl. All partitioning must be aluminium and glass for all offices. (See Note 2 below). | |
| 8. | The accommodation must comply with: The National Building Regulations and Standards Act, 1977 (Act 103 of 1977) and The Occupational Transport and Safety Act, 1993 (Act 85 of 1993), as amended. All certificates of electrical wiring must comply with the Fire Regulations and Municipal By-Laws and certificate of compliance with the Occupational Health and Safety Act must be provided prior to site handover. <i>(as stated in clause 17)</i> | |
| 9. | Fire protection equipment to be installed to comply with SANS 10400-T. Full Fire maintenance plan to be provided. <i>(as stated in clause 17)</i> | |
| 10. | Partition walls shall be used to divide the total floor area of the building into office and other areas required. The walls shall have a noise reduction factor of not less than 45 dB within a range of 100 to 1000 hertz. The factor has a bearing on complete wall sections including glass and doors if any. Provision must be made for 8000mm wide side lights from 300mm F.F.L. to door height to all offices. Aluminium with glass fronts | |
| 11. | All offices shall be provided with a glass and aluminium door of at least 813mm x 2032mm and each fitted with a good quality three pin cylinder lock with three keys fitting one lock only and which shall be handed over to the Departmental Representative at time of handing over of the building. The handles to be secured by means of male and female screws to ensure that the handles remain secured on the door leaf. | |

| | | |
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| 12. | Provision is to be made for at least (1) small kitchenette per 30 staff members, in which a sink as well as “hot and cold” water is available. Sink to be housed in an appropriate floor mounted cabinet complete with matching wall mounted cabinet’s above. Cabinet – tops to be fitted with no less than a granite post formed top. Provision is to be made to house a microwave, floor standing fridge and a kettle. | |
| 13. | Floor covering must be of an acceptable standard and quality to last for at least ten years. Foyers, passages, kitchens bathrooms to be tiled either in a ceramic or porcelain tiles. Office to be carpeted with carpet tiles. No unfinished cement screed shall be permitted. | |
| 14. | Record rooms shall be rooms with category 1 strong room doors which can be opened from both sides and which comply with SABS Specification 949. Record room walls shall be of masonry of not less than 220mm thick or of concrete of not less than 150mm thick, or of an alternative structural configuration certified and approved by a registered professional structural engineer to meet or exceed the identical 120-minute fire-resistance and stability ratings required for the Category 1 strong door enclosure under SANS 10400-T and SABS 949. Record rooms may have no external windows, and all ventilation openings in the walls shall be fitted with fire dampers tested and certified in accordance with SANS193 and approved by the local designated Fire Authority. | |
| 15. | In case of offices, boardrooms and processing rooms, floor to ceiling heights - a clear floor to ceiling height of as close possible to 2.7m throughout shall be maintained. Where a certain function inside a building necessitates a higher floor to ceiling height, the specific areas will be identified and height specified as part of the accommodation particulars. Conduits, water pipes, air ducts and other services shall not be visible underneath the ceiling in offices and public areas. | |

1.2 General Accommodation

The total useable area required by the department is **721.65m²**

The Department will therefore pay only for a maximum space requirement of **721.65m²**

Useable space in excess of the requirement will not be paid for by the Department.

In order to simplify the calculation of spatial requirements the “**Useable Area**” of the building is to be used (as calculated by using the **SAPOA** method of measuring). This has no influence on the income generating value of the rentable space. The value of the common area is to be **added** to the rate per m² of the useable area.

The reasoning is that all buildings have different R/U Ratio (Rentable area divided by Useable area) due to design criteria which could differ by up to 30%.

For the purpose of ensuring that the actual **USEABLE** area is provided, it is essential that when calculating the **COMMON** area, both **Primary and Secondary Common** areas are to be factored in. Therefore, the Secondary common area shall remain part of the Common area and **NOT** be included in the USEABLE area as is defined in clause 1.2.4 of the SAPOA method of measuring.

Note 1: Bidders may offer more covered parking bays than required, BUT, same must be priced at rate of an uncovered bay. Parking bays in excess of the required bays as indicated on page 1 will not be paid for by the Department.

Note 2: Examples of Frosted Vinyl (WITHOUT PATTERNS)



2.4 Lifts

| | | |
|----|--|--|
| 1. | Adequate lifts must be available for staff to access the office work area from the ground floor of any building that has more than two (2) floor. (Lifts must be suitable and accommodating to persons living with disabilities) | |
| 2. | Proof of a lift maintenance contract must be provided at site hand over. The maintenance contract must be in place for the duration of the contract | |
| 3 | In case of a multi-storey building, the building should have a service lift. | |

2.5 Air-conditioning-Must comply with SANS 1125 (SABS1125)

| | | |
|----|---|--|
| 1. | The offices, boardrooms and processing centres must be fitted with a suitable and effective air-conditioning system, catering for the respective work areas (floors) as zones which operate independently. Fresh air to be supplied in office areas that have no direct access to opening windows | |
| 2. | The bidder must indicate the type of air-conditioning system to be fitted/ fitted in the building. DPW will approve the type of air-conditioning that complies <i>Air-conditioning</i> <i>type</i> (Bidder to specify Air conditioner Make/Brand/Type) | |
| 3. | The landlord shall be responsible for the maintenance and repairs in respect of the air-conditioning system during the period of lease. | |
| 4. | The landlord will conclude a contract with an independent air-conditioning contractor in terms of which: <ul style="list-style-type: none"> • Complaints in respect of the reported air-conditioning problems need to be logged and responded to within a period of (2-4) hours of being reported. | |

| | | |
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| | <ul style="list-style-type: none"> Complaints reported in respect of air-conditioning problems need to be resolved with (24) hours after the initial report | |
| 5. | Proof of an air-conditioning maintenance contract must be provided at the time of site handover. The maintenance contract must be in place for the duration of the contract. | |

2.6 Emergency Power Supply SANS10142:-2003

| | | |
|----|--|--|
| 1. | The building must have an emergency power supply unit subject to the size of the building to ensure essential areas, emergency lifts, emergency lighting, computer server room, computer workstations etc., are functioning in the event of a power failure, load shedding, at occupation. | |
| 2. | <p>Bidders must indicate the make and electrical capacity of the emergency power supply unit installed in the building and also provide a list of the standard equipment that it is currently connected to.</p> <p>Make.....</p> <p>Capacity.....</p> <p>(Bidder to specify Air conditioner Make/Brand/Type)</p> | |
| 3. | <p>An indication of how long (duration) the emergency power supply unit can provide emergency power to the standard equipment currently connected.</p> <p>Duration</p> <p>(Bidder to specify)</p> | |

The installation of all electrical components will comply in all respects with the requirements and regulations of the following: SANS 10142-2003, The Occupational Health and Safety Act and Regulations and the local Electrical Supply Authority.

2.7 Emergency Water Supply-All water supply must comply with SANS 10252-1

| | | |
|----|--|--|
| 1. | The landlord must provide at least a minimum of 4 water tank (4x 5000 litres good quality plastic tanks with a pressure pump) as a water backup supply during office hours. In case of a double storey building, the tank must be elevated to assist the pressure of water supply to all floors. | |
| 2. | Should water shedding be implemented by local authorities, the water supply mentioned above should be sufficient to cover a period of two days and more. A regular maintenance of all water related equipment is compulsory. | |

2.8 IT Server Room

| | | |
|----|--|--|
| 1. | The landlord will be required to provide a 12m ² server room to be constructed outside out of brick and mortar (230mm thick). The sever room is to be fitted with two compartment (UPVC) power skirting and CAT6 data cabling in terms of the SITA minimum requirements for server rooms for Government/ Parastatal institutions. The server room is to be secured by means of a biometric/ keypad access control system. | |
|----|--|--|

| | | |
|----|--|--|
| | Fire Suppression systems panel alerting system with a 3-year maintenance plan performed half yearly. Raised flooring to prevent damage to equipment in the event of flooding. 1.2m wide Fireproof door with a one and half hour fire rating. | |
| 2. | The server room must be equipped with 2 by 9000 BTU independent air-conditioning unit to cater for the computer equipment. The sever room be equipped with an earth bar in accordance with Telkom Standards. (One unit to serve as a backup unit). | |
| 3. | <p>The landlord will be required to provide power skirting and ICT (CAT6) cabling in accordance to the latest technical specifications (KRONE Standards) to all workstations, pause rooms – data points each work station, Boardrooms-ten (10) data points in each, and five (5) for open plan printing stations, Fly leads to be provided as per approved layouts, 8x Aruba 54 AIP access points with relevant licenses (Aruba airwave) configured and linked to existing Airwave server to be provided to ensure coverage for the entire premises. The Landlord will be required to connect and patch cables, including fibre connectivity, into the cabinets (supplied and installed by the Landlord with 32 AMP connectors feeding to the UPS). UPS to be resistant to surges during load shedding.</p> <p>8 x Cisco Catalyst 9115AX Series with relevant license DNA On-Prem Essential compatible with Cisco Catalyst 9800-L Wireless controller. Cisco controller to ensure coverage for entire premises. The cabinet at the server room catered by landlord should be 42U</p> | |

2.9 Security Requirements

| | | |
|----|--|--|
| 1. | <p>Access Control: The landlord will be required that the premises has proper and controlled access. This will include provision of:</p> <ul style="list-style-type: none"> • Secured perimeter fence, access gates and boom gates. • Provision of a guardroom for securities at required access points (e.g. Parking, Entrance gates etc.) • Provision of an electronic employee / visitor recording systems. • Provision of a safe for firearms (visitor firearms). • Provision of x-ray machines and walkthrough metal detectors at access gate(s) / entrance(s). • Provision of CCTV control room with intercom and built in counter. | |
| 2. | <p>CCTV: The landlord will be required, to install CCTV cameras all entrances, parking areas and other identified strategic points which will be linked to the CCTV control room.</p> | |
| 3. | <p>BURGLARS: The landlord will be required to provide burglar bars for all windows at least at ground floor level.</p> <p>..... (Bidder to specify Make/Type)</p> | |
| 4. | Any additional security installations that might be required during the negotiation of the subject leased and will be priced separately. | |

2.10 Gardening and Landscaping

| | | |
|----|---|--|
| 1. | The landlord will be required and be responsible for the upkeep and maintenance of the gardening and landscaping of the property. | |
|----|---|--|

2.11 Cleaning Services

| | | |
|---|--|--|
| 1 | The landlord will be required to provide exterior cleaning services to the property and furthermore ensure that routine pest control services are conducted on an ad-hoc basis | |
|---|--|--|

NB: PRIOR TO OCCUPATION, THE DEPARTMENT WILL INSPECT THE PROPERTY OFFERED TO ENSURE COMPLIANCE WITH THE ABOVE SPECIFICATION AND REQUIREMENTS

Acknowledgement of Departmental Specification

Signed

..... Date

Name

..... Position

POWER EXTENSION BOXES

- Item 01** **Alpha (or equivalent) Horizontal power dock unit**
- 2 x End caps
 - 1 x On Off Switch
 - 1 x SA Standard 3 pin socket
 - 1 x SA dedicated 3 pin socket.
 - 1 x 2 Pin German socket
 - 2 x Voice & data – bezels only
 - **Operating voltage:** 110V to 60 VAC @ 50/60Hz
 - **Input cable type:** 16A or 20A.
 - (Bezel connections to be installed by others)

- Item 02** **Input power cables**
- 3m / 5m
 - 1 x Clean & 1 x Dedicated.

- Item 03** **Interconnecting power cables**
- 2m
 - 1 x Clean & 1 x Dedicated.

Note: All workstations to receive a power dock unit. (Supply and Install)



BID EVALUATION CRITERIA

This bid will be evaluated in two (2) phases as follows:

1. Phase One: Compliance, responsiveness to the bid rules and conditions, thereafter
2. Phase Two: Bidders passing all phases above will thereafter be evaluated on PPPFA and PPR 2022.

PHASE ONE: ADMINISTRATIVE COMPLIANCE

1. **The purpose of this evaluation phase is to determine which bid responses are responsive to the minimum bid specifications and the minimum bid requirements. Bid proposals that do not meet the minimum bid specifications and or minimum bid requirements will be regarded as “non-responsive” and will not be considered for further evaluation.**
2. **Bidders’ proposals must meet the following minimum requirements and the required supporting documents (as required below) must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration.**
 - (a) Bids must be submitted on the original documents and bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
 - (b) **SBD4 must be duly completed and signed. 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, such interest must be disclosed on question 2.3.1 of SBD4.**
 - (c) Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the statutory compulsory threshold of R2.3 million (as amended effective 1 April 2026) must include VAT in the prices quoted. Such bidders must therefore immediately upon award of the contract register with the South African Revenue Service (SARS) as VAT vendors.
 - (d) The Resolution to Sign - Annexures A must be duly completed & signed (if applicable)
 - (e) SBD 3.1- Pricing Schedule- Firm Prices – must be completed.
 - (f) If the Bid Sum (amount in words) as per Form of Offer is not completed, the bid will be eliminated
 - (g) Bidders must be a legal entity. In the event of a subcontractor or joint ventures or consortiums a signed agreement by all parties must be submitted with the bid. Also see notes to the “Authority to Sign”. Failure to submit a compliant agreement with the bid will automatically eliminate the bid for further consideration.
 - (h) The amount reflected on the form of offer and acceptance takes precedence over any other total amount indicated elsewhere in bidder’s tender submission. If the form of offer and acceptance has no value or figure, the bidder will be regarded as having made no offer.

PHASE 2 EVALUATION ON NEW PPPFA and SPECIFIC GOALS (PPR 2022)

THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT WILL BE APPLIED AND THE 80/20 PREFERENCE POINTS SYSTEM WILL BE APPLICABLE

| | |
|------------------|------------|
| POINTS FOR PRICE | 80 POINTS |
| SPECIFIC GOALS | 20 POINTS |
| <hr/> | |
| TOTAL POINTS | 100 POINTS |
| <hr/> | |

Please note:

1. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals
2. The Department intends to award this to the highest point scorer, unless circumstances justify otherwise
3. When evaluating bids/quotations of joint ventures/consortia, preference points must be allocated proportionately for such bidders in terms of their attributes or qualification for the relevant specific goal that is being scored, subject to the joint venture/consortium submitting the relevant proof of substantiation of points claimed as stipulated in the bidding documents. The points scored for the specific goals must then be added to the points scored for price and rounded off to the nearest two decimal points." A JV/consortia agreement must be submitted with the bid to substantiate the calculations. Failure will also lead in non-awarding of points for specific goals.
4. All information will be verified through CSD.
5. A Cipro certificate (CK) and certified ID copy/s must be attached as proof of ownership and to claim points for specific goals.
6. Proof from a medical Practitioner with a practise number must be attached to claim points for disability.

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

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

| | |
|-----------------------|-----------------------------|
| NAME OF BIDDER: | BID NO.: SCMU5-26/27-0039 |
| CLOSING TIME | 21 July 2026 / 11:00 |

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

**APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ADEQUATE OFFICE ACCOMMODATION WITHIN MTHATHA CENTRAL
BUSINESS DISTRICT - DEPARTMENT OF HUMAN SETTLEMENTS**

CALCULATION OF THREE (3) YEAR LEASE COST

| ITEM | RATE PER SQUARE METER/ PARKING BAYS | NO. OF SQUARE METERS/ PARKINGS BAYS | % Annual Escalation | Total Monthly Rental | Annual Rental (Excluding VAT) | Total Annual Rental (Including VAT) |
|---|-------------------------------------|-------------------------------------|---------------------|----------------------|-------------------------------|-------------------------------------|
| Square metre | R..... | 721.65m ² | N/A | R..... | R..... | R |
| Parking Bay (Open/Uncovered) (No Escalation) | R 250,00 | 8 | N/A | R..... | R..... | R |
| Parking Bay (Covered including disabled) (No Escalation) | R350,00 | 10 | N/A | R..... | R..... | R |
| SUBTOTAL (ANNUAL RENTAL INCLUDING VAT) | | | | | | R..... |
| Year 1 (Carries over from table above) | | | N/A | | R | R..... |
| Year 2 (Carries over from table above) | | | N/A | | R | R..... |

| | | | | |
|---|-----|---|---------|---------|
| Year 3 (Carries over from table above) | N/A | | R | R..... |
| SUB-TOTAL (THREE YEAR RENTAL INCLUDING ESCALATION AND VAT) | | | | R |
| Total of Parking Cost for Three (3) Year period without escalation | | R | R | R |
| ADD: PROVISIONAL SUM (15% OF TOTAL THREE YEAR RENTAL INCLUDING VAT) | | | | R |
| TOTAL LEASE COST FOR THREE (3) YEAR PERIOD (INCLUDING RENTAL, PARKING, VAT, AND PROVISIONAL SUM) | | | | R |

NB: TRANSFER THE TOTAL LEASE COST TO THE FORM OFFER AND ACCEPTANCE

PLEASE NOTE:

This Offer will be accepted by the Department of Public Works and Infrastructure by issuing a letter of Acceptance and thereafter signing a formal Lease Agreement.

Signature of Bidder: _____

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

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

| | |
|-----------------------|-----------------------------|
| NAME OF BIDDER: | BID NO.: SCMU5-26/27-0039 |
| CLOSING TIME | 21 July 2026 / 11:00 |

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

**APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ADEQUATE OFFICE ACCOMMODATION WITHIN MTHATHA CENTRAL
BUSINESS DISTRICT - DEPARTMENT OF HUMAN SETTLEMENTS**

CALCULATION OF FIVE (5) YEAR LEASE COST

| ITEM | RATE PER SQUARE METER/ PARKING BAYS | NO. OF SQUARE METERS/ PARKINGS BAYS | % Annual Escalation | Total Monthly Rental | Annual Rental (Excluding VAT) | Total Annual Rental (Including VAT) |
|--|--|--|---------------------|----------------------|-------------------------------|-------------------------------------|
| Square metre | R..... | 1 721.64 m ² | N/A | R..... | R..... | R |
| Parking Bay (Open/Uncovered) (No Escalation) | R 250,00 | 20 | N/A | R..... | R..... | R |
| Parking Bay (Covered including disabled) (No Escalation) | R350,00 | 23 | N/A | R..... | R..... | R |
| SUBTOTAL (ANNUAL RENTAL INCLUDING VAT AND EXCLUDING PARKING) | | | | | | R..... |
| Year 1 (Carries over from table above) | | | N/A | | R | R..... |
| Year 2 (including annual escalation only for the rental and but excluding for parkings over the lease period) | | | 6% | | R | R |
| Year 3 | | | 6% | | R | R |

| | | | | |
|---|----|---|---------|---------|
| (including annual escalation only for the rental and but excluding for parkings over the lease period) | | | | |
| Year 4 (including annual escalation only for the rental and but excluding for parkings over the lease period) | 6% | | R | R |
| Year 5 (including annual escalation only for the rental and but excluding for parkings over the lease period) | 6% | | R | R |
| SUB-TOTAL (TWO YEAR RENTAL INCLUDING ESCALATION AND VAT) | | | | R |
| Total of Parking Cost for Five (5) Year period without escalation | | R | R | R |
| ADD: PROVISIONAL SUM (15% OF TOTAL FIVE-YEAR RENTAL INCLUDING VAT) | | | | R |
| TOTAL LEASE COST FOR FIVE (5) YEAR PERIOD (INCLUDING RENTAL, PARKING, VAT, ESCALATION AND PROVISIONAL SUM) | | | | R |

NB: TRANSFER THE TOTAL LEASE COST TO THE FORM OFFER AND ACCEPTANCE

PLEASE NOTE:

This Offer will be accepted by the Department of Public Works and Infrastructure and Infrastructure by issuing a letter of Acceptance and thereafter signing a formal Lease Agreement.

Signature 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

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

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The lowest 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)} \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|
| Historically Disadvantaged Individual:- | | |
| (a) 100% black ownership | 6 | |
| (b) 51% to 99% black ownership | 4 | |
| (c) Less than 51% black ownership | 0 | |
| Black women ownership:- | | |
| (a) 100% black women ownership | 6 | |
| (b) 30% to 99% black women ownership | 4 | |
| (c) Less than 30% black women ownership | 0 | |
| Black youth ownership:- | | |
| (a) 100% black youth ownership | 4 | |
| (b) 30% to 99% black youth ownership | 2 | |
| (c) Less than 30% black youth ownership | 0 | |
| People with disability:- | | |
| (a) 20% or more disabled people ownership | 2 | |
| (b) Less than 20% disabled people ownership | 0 | |
| Locality:- | | |
| (a) Within the Eastern Cape | 2 | |
| (b) Outside the Eastern Cape | 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: | |
| | |
| | |
| | |

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

2.2.1 If so, furnish particulars:
.....
.....

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 3.6 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.
- 3.7 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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

RESOLUTION FOR SIGNATORY

(See also "Special Conditions of Bid")

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

Bid Number: SCMU5-26/27-0039

and any Contract which may arise there from on behalf of (Block Capitals)

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

DETAILS OF TENDERERS NEAREST OFFICE TO DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

1. Physical address of tenderer:

1 Telephone No of nearest office: _____

3 Time period for which such office has been used by tenderer: _____

.....
SIGNATURE OF (ON BEHALF OF) TENDERER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

SCHEDULE OF PROPOSED SUB-CONTRACTORS (IF APPLICABLE) - FOR A THREE (3) YEAR PERIOD

| | |
|-----------------|--|
| Project Title: | APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ADEQUATE OFFICE ACCOMMODATION WITHIN MTHATHA CENTRAL BUSINESS DISTRICT - DEPARTMENT OF HUMAN SETTLEMENTS |
| Contract Number | SCMU5-26/27-0039 |

We notify you that it is our intention to employ the following subcontractors for work in this contract. If we are awarded a contract, we agree that this motivation does not change the requirement for us to submit the names of proposed Subcontractors in accordance with the requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

| | Name and address of proposed Subcontractor (s) | Nature and extend of Work | Previous experience with Sub-contractor | Estimated R-value of sub-contract works | Sub-contracting % based on R-Value of total Bid price |
|--|--|---------------------------|---|---|---|
| 1 | | | | R | _____ % |
| 2 | | | | R | _____ % |
| TOTAL R- VALUE AND PERCENTAGE OF WORK OF SUB-CONTRACTORS | | | | R | _____ % |

Signed _____ Date _____
 (Signature of bidder)

Name _____ Position _____
 (Name of authorised signature) (Position of authorised signature)

Name _____ of _____ Bidder

ANNEXURE D

SCHEDULE OF PROPOSED SUB-CONTRACTORS (IF APPLICABLE) - FOR A FIVE (5) YEAR PERIOD

| | |
|-----------------|--|
| Project Title: | APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ADEQUATE OFFICE ACCOMMODATION WITHIN MTHATHA CENTRAL BUSINESS DISTRICT - DEPARTMENT OF HUMAN SETTLEMENTS |
| Contract Number | SCMU5-26/27-0039 |

We notify you that it is our intention to employ the following subcontractors for work in this contract. If we are awarded a contract, we agree that this motivation does not change the requirement for us to submit the names of proposed Subcontractors in accordance with the requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

| | Name and address of proposed Subcontractor (s) | Nature and extend of Work | Previous experience with Sub-contractor | Estimated R-value of sub-contract works | Sub-contracting % based on R-Value of total Bid price |
|---|--|---------------------------|---|---|---|
| 1 | | | | R | % |
| 2 | | | | R | % |
| TOTAL R- VALUE AND PERCENTAGE OF WORK OF SUB-CONTRACTORS | | | | R | % |

Signed _____ Date _____
 (Signature of bidder)

Name _____ Position _____
 (Name of authorised signature) (Position of authorised signature)

Name _____ of _____ Bidder

(normative)

FORM OF OFFER AND ACCEPTANCE

| | |
|---|--|
| Project title | APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ADEQUATE OFFICE ACCOMMODATION WITHIN MTHATHA CENTRAL BUSINESS DISTRICT - DEPARTMENT OF HUMAN SETTLEMENTS |
| SCMU number | SCMU5-26/27-0039 |
| Erf Number <i>(Of property offered)</i> | |
| Physical Address <i>(Of property offered)</i> | |
| Extent of Space offered | |

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

.....
 The tenderer, identified in the offer signature block, has examined the documents listed in the tender conditions and addenda there to as listed in their returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract conditions.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR A THREE (3) YEAR PERIOD IS:

.....

Rand (in words);

R.....(in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender conditions, where upon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature:

.....

Name:

.....

Capacity:

.....

For the Tenderer

(Name and address of organization)

Name and signature

of witness Date

(normative)

FORM OF OFFER AND ACCEPTANCE

| | |
|---|--|
| Project title | APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ADEQUATE OFFICE ACCOMMODATION WITHIN MTHATHA CENTRAL BUSINESS DISTRICT - DEPARTMENT OF HUMAN SETTLEMENTS |
| SCMU number | SCMU5-26/27-0039 |
| Erf Number <i>(Of property offered)</i> | |
| Physical Address <i>(Of property offered)</i> | |
| Extent of Space offered | |

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

The tenderer, identified in the offer signature block, has examined the documents listed in the tender conditions and addenda there to as listed in their returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract conditions.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR A FIVE (5) YEAR PERIOD IS:

.....
.....

Rand (in words);

R.....(in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender conditions, where upon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature:
.....

Name:
.....

Capacity:
.....

For the Tenderer

(Name and address of organization)
Name and signature
of witness Date

GENERAL CONDITIONS OF CONTRACT

A. 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
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14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Delays in the provider's performance
21. Penalties
22. Termination for defaults
23. Dumping and countervailing duties
24. Force Majeure
25. Termination for insolvency
26. Settlement of disputes
27. Limitation of liability
28. Governing language
29. Applicable law
30. Notices
31. Taxes and duties

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 provider, 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 provider 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 the 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 provider 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 provider and not involving the provider’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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution’s website.

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 provider 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 provider 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 provider 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 provider’s performance under the contract if so required by the purchaser.

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

6. Patent rights

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

6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider'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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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 purchaser or an organization acting on behalf of the purchaser.

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 clause 8.2 & 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 provider.
- 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

- (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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

14. Spare parts

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

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

15. Warranty

15.1 The provider 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 provider 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 provider, 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.

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the provider under this contract shall be specified

16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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 provider.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Increase/decrease of quantities

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

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

20. Assignment

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

21. Delays in the provider's performance

21.1 Delivery of the goods and performance of services shall be made by the provider 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 provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.

21.5 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 provider'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 provider.

22. Penalties

22.1 Subject to GCC Clause 25, if the provider 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 good 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 provider, may terminate this contract in whole or in part:

- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgement 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

24. Anti-Dumping And Counter-Vailing 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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 provider 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 provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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 provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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 provider 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 provider 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 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the provider 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 provider to pay penalties and / or damages to the purchaser; and

(b) the aggregate liability of the provider 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.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the provider 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 provider 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 provider 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 SARS must have certified that the tax matters of the preferred bidder are in order.

33. Transfer of Contracts

33.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of Contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.



Spatial Requirements

To be completed for each building

Department: **HUMAN SETTLEMENTS** Region: **OR TAMBO REGION**
 Town: **MTHATHA** Building: **BOTHA SGCAWU**

| AREA PER LEVEL | m ² | Support Areas | | | Supporting which Component | |
|------------------|----------------|----------------|-----|----------------|----------------------------|----------|
| | | Description | Qty | m ² | Component Name | Area Req |
| 16 | 28 | Reception | 2 | 16 | | 32 |
| 15 | 24 | Waiting Area | 2 | 16 | | 32 |
| 14 | 20 | Store Room | 2 | 16 | | 32 |
| 13 | 16 | Strong Room | 2 | 15 | | 30 |
| 11-12 | 12 | Registry | 2 | 30 | | 60 |
| SEC | 12 | Main Boardroom | 2 | 40 | | 80 |
| 9-10 | 6 | Mini Boardroom | 0 | 0 | | 0 |
| ADMIN | 6 | Cashier Office | 2 | 16 | | 32 |
| DRIVER / CLEANER | 3 | Pause Room | 2 | 16 | | 32 |
| PLUS CIRCULATION | 10,00% | Server Room | 1 | 16 | | 16 |

* Please do not alter the table above *

Other Please Specify

| | | | | |
|-----------|---|---|--|-----|
| | 0 | 0 | | 0 |
| | 0 | 0 | | 0 |
| | 0 | 0 | | 0 |
| Sub Total | | | | 346 |

| Office area Requirements | | Levels | | | | | | | | | Area Req: |
|--------------------------|----------|--------|----|----|----|----------|----|---------|-------|------------------|----------------|
| Component | | 16 | 15 | 14 | 13 | 11 12 | PA | 9 10 | Admin | Driver / cleaner | m ² |
| 1 | OR TAMBO | 0 | 0 | 0 | 1 | 11 | 1 | 8 | 13 | 3 | 324,5 |
| 1 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 3 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 6 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sub Total | | | | | | | | | | | 324,5 |

Complied by: T. BUTANE Verified by: N. LETA
 Date: 20/05/2026 Date: 25/05/2026
 Signature: [Signature] Signature: [Signature]
 Approved by: [Signature] Date: 25/05/2026
 Signature: [Signature]

Pg. 1 of 3

Spatial Requirements - pg. 3

| Additional Cellular Offices | | Levels | | | | | | |
|-----------------------------|-------------------|--------|----|----|---|---|---|----|
| | | 12 | 11 | 10 | 9 | 8 | 7 | PA |
| 1 | Suspense Accounts | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2 | Edit Name | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 3 | Edit Name | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4 | Edit Name | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5 | Edit Name | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 6 | Edit Name | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7 | Edit Name | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 3 | Edit Name | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 9 | Edit Name | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 10 | Edit Name | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| Spatial Summary | |
|-----------------|----------------------|
| Space Type | Area |
| Office Area | 324,5 m ² |
| Support Area | 346 m ² |

Total area 670,5 m²

plus 5% 3 year growth 51,15

TOTAL USEABLE AREA **721,65 m²**

Note: Cellular offices only for level 13 and above, If additional offices are required for specialized services please in the above table - Motivation letter to accompany this document.

Remarks / Comments:

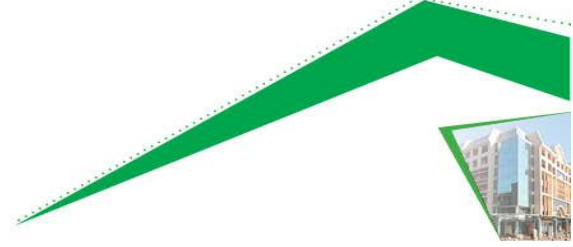
| | |
|--|--|
| Complied by: <u>I. BILITANE</u> Date: <u>25/05/2026</u> Signature:  | Verified by: <u>N. LETA</u> Date: <u>25/05/2026</u> Signature:  |
| Approved by:  Date: <u>25/05/2026</u> | |

DRPW - Spatial template version 2

Signature: _____

Pg of

DRPW - Spatial template version 2



STANDARD LEASE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN

COMPANY NAME:

COMPANY REGISTRATION NUMBER:

(Hereinafter referred to as the “Lessor”)

AND

THE EASTERN CAPE PROVINCIAL GOVERNMENT

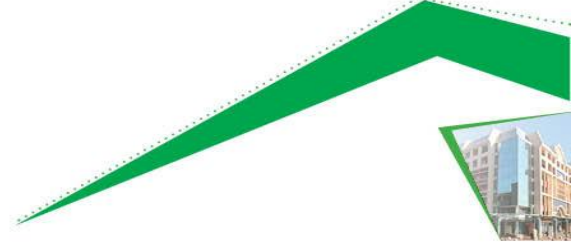
REPRESENTED BY

EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

(Hereinafter referred to as the “Lessee”)



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EXAMPLE



1. PARTIES

The parties to this lease agreement are:

1.1. _____ duly represented by _____
_____ in his/ her capacity as _____,
(hereinafter referred to as the “Lessor”)

AND

1.2. The Eastern Cape Provincial Government duly represented by _____
, in his/her capacity as **Head of Department of the Department of Public Works and
Infrastructure**,
(hereinafter referred to as the “Lessee”)

NOW WHEREFORE THE PARTIES AGREE AS FOLLOWS:

2. DEFINITION AND INTERPRETATION

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

“**Adjustment date**” means the date on which the escalation rate shall be implemented, same being annually on the anniversary of the lease;

“**AFSA**” means the Arbitration Foundation of South Africa;

“**Building**” means the building offered by the Lessor to be altered and/or adapted in line with the minimum technical and functional requirements as described in which should be in compliance with all Municipal By-Laws and National Building Regulations at all times and which shall be used as office accommodation;

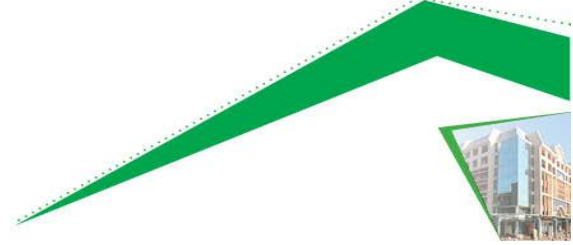
“**The /this agreement**” means the agreement set out in this document together with all schedules annexed thereto;

“**CPA**” means the Consumer Protection Act, 68 of 2008 and the regulations published thereunder and all amendments thereof, together with all regulations thereunder from time to time;

“**Commencement date**” means the date of occupation of the premises by the Lessee;

“**Commencement rental**” means the total commencement rental charged in respect of office space and parking;

“**Business day**” means any day other than a Saturday, Sunday or official public holiday in South Africa;



“**Certificate of Completion**” means the certificate issued by the Lessor certifying that the minimum technical and functional requirements have been adhered to and that the building is fit for Permitted Use;

“**Escalation rate**” means the percentage, which adjusts the rental on every adjustment date, being 6%;

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

“**Fixture(s)**” means the movable or immobile fittings installed by the Lessee and required for its effective business management and administration, including but not limited to computer cables and telephone systems;

“**Fronting**” means any practices or initiatives in contravention of the Black Economic Empowerment Act, Act Number 53 Of 2003 as amended and the B-BBEE Codes of Good Practice;

“**GCC**” the General Conditions of Contract, as amended from time to time, issued by the National Treasury of the Government of the Republic of South Africa for purposes of goods and services procurement;

“**Initial lease period**” means the first period of the lease from the date of commencement to the date of expiry;

“**Lessee**” means the Eastern Cape Department of Public Works and Infrastructure;

“**Lessor**” means _____

“**Occupant**” means the Department which will physical occupy the premises for the duration of the lease agreement;

“**Party / parties**” means the Lessee and the Lessor or either of them as determined by the context;

“**Premises**” means the structure and / or the land, or any portion thereof, as set out in item 10 of Schedule A;

“**SCC**” means the Special Conditions of Contract for the leasing of the premises in terms of minimum technical requirements;

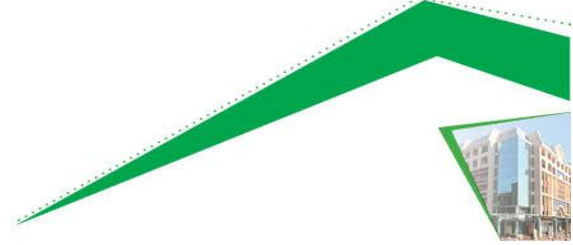
“**Signatures date**” means the date on which the last party signs this agreement;

“**Termination date**” means the date on which the lease ends as stipulated in Item 6 of Schedule A, unless extended for the secondary lease period, as more fully detailed in clause 4.3 hereof;

“**VAT**” means Value-Added Tax in terms of the VAT Act; and

“**VAT Act**” means the Value-Added Tax Act No. 89 of 1991, as amended.

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



- 2.3 Should a provision in a definition is substantive provision conferring rights or imposing obligations on any party effect shall be given to as if it were a substantive provision in the body of the agreement, notwithstanding that it is in the definition clause.
- 2.4 Any reference to an enactment, regulation, rule or by-law is to that enactment, regulation, rule or by-law as at the signature date.
- 2.5 Where any number of business days are prescribed, such number shall exclude the first and include the last day, unless the last day falls on a Saturday, Sunday or public holiday in South Africa, in which case last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.6 The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording succeeding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s.
- 2.7 The expiration or termination of this agreement shall not affect those provisions which expressly provide that they will operate after such expiration or termination or which by necessity must continue to operate after such expiration or termination, notwithstanding the fact that the clause themselves do not expressly provide this.
- 2.8 In its interpretation, the *contra proferentem* rule of construction shall not apply (this agreement being the product of negotiations between the parties) nor shall this agreement be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this agreement.

3. THE LEASE

- 3.1 The Lessor hereby leases the premises fully described as a **ERF** _____ **with a gross lettable area of** _____ **m²** to the Lessee who hires the premises on the terms and conditions set out in this agreement.
- 3.2 The lease premises shall include _____ onsite parking bays, made up of _____ covered parking bays (including _____ parking bays for person living with disabilities) and _____ uncovered parking.

4. DURATION AND RENEWAL

- 4.1 This agreement shall commence on the date of occupation and terminate _____ years after date of occupation.
- 4.2 The lease term shall be for a period of _____ **months** terminating on the date indicated in 4.1. above.
 - 4.2.1. The date of occupation shall be fixed by parties once the lay out plans have been confirmed and signed off by the client department (tenant department) approval and space have been reconfigured according to specific needs of the client department.
 - 4.2.2. After the sign off has been done the parties will fix the exact commencement and termination date by means of an addendum if the lease has already been signed.
- 4.3 The Lessee shall have the option of extending this agreement for a further period upon prior approval of the relevant authority. To this end:



- 4.3.1 The Lessee shall give written notice to the Lessor of its intention to further occupy the property by no later than 3 months prior to the expiry of this agreement or such period as may be agreed to between the parties.
- 4.3.2 Either party may elect not to extend the lease agreement by providing the other with 1 months' notice of such intention.

4.4 There shall be no automatic renewal of this lease agreement.

5. LIST OF DOCUMENTS (Read together with clauses 12.15, 12.16 and 31.2)

The Lessor undertake to provide the following documents to the Lessee on handover of the leased premises (or such further period as may be agreed to between the parties), unless specifically indicated otherwise:

- 5.1 Proof of Ownership by the Lessor
- 5.2 Area Certificate and floor plans certified by a professional Architect.
- 5.3 Certificate of Compliance (CoC) issued in terms of the Occupational Health and Safety Act and Regulations
- 5.4 Fire Regulation compliance certificate and maintenance plan
- 5.5 Occupation Certificate
- 5.6 Building Grade Certificate
- 5.7 Electrical Compliance Certificate
- 5.8 Air Quality Assessment Report (Annually)
- 5.9 Water Quality Report/ Certificate (SANS 10252-1), every six (6) months
- 5.10 Zoning certificate
- 5.11 Plumbing Certificate
- 5.12 Borehole Beetle Certificate (if necessary)
- 5.13 Lift condition report and maintenance plan
- 5.14 Proof, to the satisfaction of the Lessee, that all lifts are in working condition and are well maintained, including a copy of the written contract for the service and maintenance of the lifts, for a period at least equal to the duration of the relevant lease period, the cost of which contract shall be for the account of the Lessor.



6. RENTAL

6.1 With effect from the commencement date, the monthly rental payable by the Lessee shall be as specified below.

| Rental Calculation for a new lease after negotiations | |
|---|----------|
| The New monthly rental as per the final negotiations between DPW and the Landlord is: | |
| A total amount of (Vat Inclusive) | |
| made up of: The Office Rental | |
| Total Rentable Area(m ²) | |
| Rate/m ² (Incl. VAT) | |
| Office rental including VAT | |
| Total office rental including VAT | |
| Parking rental made up of: | |
| Number of covered parkings | |
| Rate per covered parking bay (VAT Included) | |
| Total covered parking rental including VAT | |
| Number of uncovered parkings | |
| Rate per uncovered parking bay (VAT Included) | |
| Total uncovered parking rental including VAT | |
| Total Parking rental including VAT | |
| Gross Monthly Rental | |
| Period in months | |
| Escalation in % | |
| The Total inclusive value of the contract is therefore: | |
| Year 1 - R | |
| Year 2 - R | |
| Year 3 - R | |
| Year 4 - R | |
| Year 5 - R | |
| GRAND TOTAL | R |
| TOTAL LEASE COSTS(INC.RENTAL,PARKING) | R |

- 6.2 The Lessee's obligation to pay rental in the amount of _____ shall commence upon occupation.
- 6.3 Rental paid shall be limited to payment in respect of office space and parking. Added costs associated with, *inter alia*, hygienic services and / or security shall be payable only where applicable and on prior written agreement between the parties.
- 6.4 The lease commences with payment of rental in the amount of R _____ (commencement rental) monthly in advance on or before the 7th day of each month, followed by payment monthly on or before said date in respect of each succeeding month thereafter for the duration of the lease.
- 6.5 Rental in respect of office space shall escalate annually, on each anniversary date of the lease, in accordance with the compounded escalation rate (6%) as set out in item 8 of Schedule A.



- 6.6 Parking will be charged at R350.00 in respect of covered parking and R250.00 in respect of uncovered parking (excluding VAT). No escalation will be payable in respect of parking for the duration of the lease.
- 6.7 All payments made by the Lessee to the Lessor in terms of this agreement, shall be effected by electronic transfer directly into the Lessor's nominated bank account.
- 6.8 All rentals payable in terms of this agreement shall include value-added tax where such tax is payable. The Lessor shall specify such tax for record and tax purposes separately from the basic rental.

7. USE OF THE PREMISES

- 7.1 The Lessee confirms that the premises shall be used for purposes of office accommodation, including any other legitimate Government purpose for the duration of the lease.
- 7.2 The Lessor hereby warrants and undertakes that the premises are **fit for use for office accommodation**.
- 7.3 The Lessor shall be obliged to obtain such consents and authorizations (excluding trade and other licenses) as may be required by competent authorities or title conditions to enable the Lessee to use the premises that have been granted and/or offered.
- 7.4 The Lessor hereby warrants that all permits, licenses and/or consents in respect of the conduct of the business at the premises have been granted and/or renewed.

8. OCCUPATION OF THE PREMISES

The Lessor warrants the Lessee's and / or occupant's right to free and undisturbed possession of the premises from the commencement date of this agreement until its termination, subject thereto that any delay in taking possession due to avoidable actions or omissions of the Lessee, shall not be regarded as a delay on the part of the Lessor.

9. CONDITION OF THE PREMISES AT THE COMMENCEMENT DATE AND AT THE TERMINATION DATE

- 9.1 The minimum technical requirements contain details of the updated specifications required by the Lessee, to be installed by the Lessor by _____ (or as per agreement by all relevant parties). All Compliance Certification for all items upgraded herein must be submitted to the Lessee.
- 9.2 The Lessee shall in writing and by signing a Certification of Occupation accept that the Lessor has complied with the terms of the agreement and that the building is available and ready for use, inclusive of the date of occupation.
- 9.3 The Lessee shall request in writing the Lessor, both parties to conduct a pre-inspection on the condition of the premises within 30 business days prior taking the occupation.
- 9.4 The Lessee shall, within 30 business days prior taking the occupation of the premises, furnish the Lessor with 2 dates and times to convene a meeting to inspect the premises. The Lessor shall accept the most suitable date from those furnished. At such meeting the parties, including the occupant, shall:
- 9.4.1 Jointly inspect the premises;

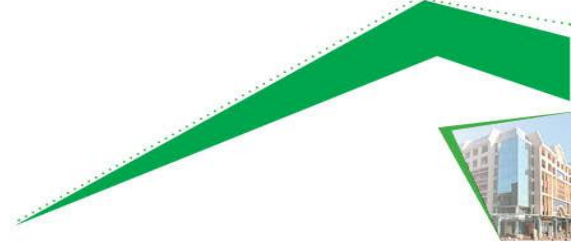


- 9.4.2 Ascertain the general condition of the premises, including any damage or defects therein; and
- 9.4.3 Record findings of such inspection in a report to be signed by all three parties.
- 9.5 The Lessor shall, within 20 business days of such inspection, repair the defect(s) as recorded in 9.4 *supra*. Should the Lessor fail to rectify said defects, the Lessee shall, on written notice to the Lessee, rectify same at its own cost and recover same from the Lessor.
- 9.6 Should the Lessor fail to comply with its obligations in respect of installations required by the Lessee or fail to repair damages and/or defect(s) to the property within 30 business days, the Lessee shall notify the Lessor of such failure. Unless the Lessor so complies within 14 business days, save in emergencies, the Lessee shall be entitled to rectify those matters and to recover the costs incurred from lessor.
- 9.7 Upon termination of the lease, the Lessee shall be responsible for restoring the premises to its original state, fair wear and tear excepted. To this end, both the Lessor and Lessee shall, within 60 business days before expiry of the lease:
- 9.7.1 Conduct an inspection of the leased premises;
- 9.7.2 Determine items that are materially damaged and defective and for which the Lessee is liable, fair wear and tear excepted;
- 9.7.3 Compile a list of the items identified;
- 9.7.4 The Lessor shall, 30 business days before termination of the lease, furnish the Lessee with a quotation of items that must be restored in the leased premises; and
- 9.7.5 The Lessee shall, within 30 business days of receipt of such quotation, effect payment as agreed to by both parties, to the Lessor to conduct said restoration.
- 9.8 The items recorded in the list shall be repaired and / or replaced, as applicable, as per written agreement between the parties, subject to clause 14.6. Any dispute arising from and relating to such list shall be dealt with in accordance with the provisions of clause 19 below.
- 9.9 The obligation of the Lessee to pay rent shall lapse at the termination of the lease agreement, irrespective of the restoration of the premises to the Lessor. It is in the best interest of all parties that the timeframes above be adhered to.

10. FIXTURES

The Lessee shall be entitled, at its expense and with the written consent of the Lessor, which consent shall not be unreasonably withheld, to install fixtures (which shall remain the property of the Lessee) on the premise, provided that, after the termination of this agreement:

- 10.1 Fixtures may be removed by the Lessee; and
- 10.2 The premises is restored to a similar condition in which it was before the installation of the fixtures, fair wear and tear excepted.

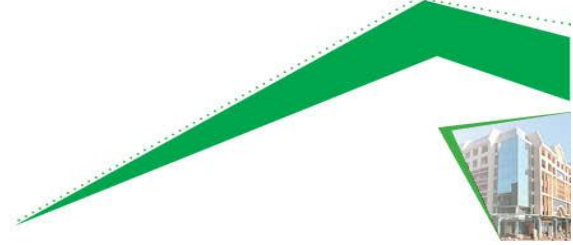


11. EXPENSES, MAINTENANCE AND REPAIRS

- 11.1 The Lessor shall be responsible for and pay all expenses related to maintenance and repairs in respect of the premises.
- 11.2 The Lessee shall be responsible for and will pay the cost of all sewer, fire, refuse charges, electricity, water, diesel and / or gas consumed by the Lessee on the premises for the duration of this agreement. To this end:
- 11.2.1 Electricity and water consumed shall be charged according to the relevant meter reading, provided that the consumption of water, electricity and gas in the premises shall be proved prima facie by reading of meters or sub-meters and recording same. **(In case of a generator where diesel is procured, all proof of purchases should be attached to the claim).**
- 11.2.2 The Lessor shall be responsible for contracting with the suppliers of utilities to the premises and shall be directly responsible for payment of these charges and any connection fees and deposits in respect of thereof.
- 11.2.3 The Lessor shall invoice the Lessee monthly in respect of the Lessee's pro rata share of the sewer, fire, refuse charges, electricity, water and/ or gas.
- 11.2.4 The Lessee shall pay the Lessor in respect of the verified amounts invoiced. **(Proof of payment to be attached to the claim).**
- 11.3 In the event of the premises being a portion of a building and it consequently being necessary to determine the Lessee's pro rata share in respect of consumption of necessary services such pro-rata share shall be determined by calculating the area of the premises as a fraction of the total area of the building (i.e. the Lessee's participation quota).
- 11.4 Should the Lessor fail to pay expenses or to undertake repairs, the Lessee may notify the Lessor in writing of such failure and, should the Lessor remain in default 30 business days after receipt of such reminder (or such longer period which the parties may have agreed upon) the Lessee shall be entitled to:
- 11.4.1 demand specific performance; or
- 11.4.2 terminate the lease agreement

12. OBLIGATIONS OF THE LESSOR

- In addition to any other obligations set out herein, the Lessor shall be responsible for:
- 12.1 The Lessor shall be liable to pay all rates, taxes, other regulatory amounts and levies in respect of the premises to the relevant authority as well as any expenses and increases in relation thereto.
- 12.2 Payment of insurance premiums in respect of the premises, including the buildings as provided for in clause 14 below;
- 12.3 Installation and maintenance of mechanical and fire services equipment, including fire detection equipment, fair wear and tear excepted, as further stipulated in clause 15 hereof;
- 12.4 Landscape maintenance of the premises;
- 12.5 Providing, at the Lessor's expense, all electric, fluorescent, and incandescent light bulbs required on the property;



- 12.6 Maintenance, repairs and/or replacement of the roofs and exterior walls of the buildings, including the structure of the buildings and all systems, works and installations contained therein;
- 12.7 Maintaining in good order and condition the exterior, roof, gutters and down pipes of the premises and shall make good any structural defects, (other than damage caused by the Lessee for which the Lessee shall be liable, and in respect of which the provisions of this agreement shall apply). In this regard, the Lessor shall submit inspection reports on a quarterly basis;
- 12.8 Ordinary maintenance and repairs (including painting) of both exterior and interior of the premises, including the cleaning of the exterior of the premises as well as windows, in a high-rise building. This shall specifically exclude any damages caused through negligence on the part of the Lessee and those damages which will fall under the provisions of clause 9.6. In this regard, the Lessor shall submit inspection reports on a quarterly basis;
- 12.9 Operation, maintenance and repairs of the air-conditioning system and the lifts during normal office hours or during such times as may be agreed upon;
- 12.10 Water and electricity consumption to the extent that these are not separately metered for the occupant;
- 12.11 Municipal rates (existing and future) levied on ownership;
- 12.12 Installation and maintenance of the fire extinguishing and fire detection equipment as stipulated in clause 15;
- 12.13 Replacement of floor covering (carpeting etc.) at the expiry of their agreed lifetime;
- 12.14 Submission of valid annual tax certificate;
- 12.15 Compliance with Occupation Health and Safety and Act;
(Read together with clauses 5 and 32)
- 12.16 Compliance with Department of Labour applicable standards annually-Certification of Occupation; **(Read together with clauses 5 and 32)**
- 12.17 Signing of Facilities Management performance schedule (specifying maintenance standards and obligations); and
- 12.18 Providing a detailed maintenance plan within 30 business days of handover of lease premises, which plan shall address matters discussed in clauses 12.3, 12.9, 12.12 and 12.13 *supra*.

13. RIGHTS AND OBLIGATIONS OF THE LESSEE

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

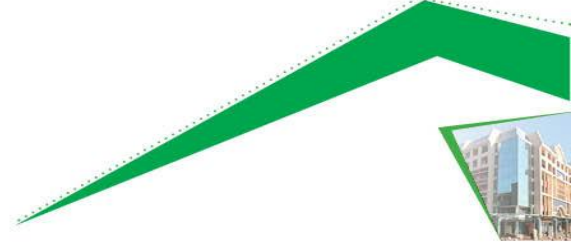
- 13.1 Not use the premises or allow it to be used, in whole or part, for any purpose other than that set out in clause 7 *supra*;
- 13.2 Without derogating from the obligations of the Lessor in this agreement (including, *inter alia*, maintenance), take reasonable care of the interior of the building;
- 13.3 Be responsible for all reasonable security relating to its employees and movable assets;



- 13.4 Not cause or commit any unreasonable nuisance on the premises or cause any unreasonable annoyance or discomfort to neighbors or the public;
- 13.5 Not unreasonably leave refuse or allow it to accumulate in or about the premises;
- 13.6 Refrain from interfering with the electrical, plumbing, or gas installation or system serving the premises;
- 13.7 Take all reasonable measures to prevent blockages and obstructions from occurring in drains, sewerage pipes and water pipes serving the premises;
- 13.8 At all times comply with such material laws, by-laws or regulations of the local authority related to the conduct of its business at the premises and with such conditions of the Title Deed under which the premises are held by the Lessor, where non-compliance by the Lessee will result in the Lessor suffering material damage;
- 13.9 Be permitted to place such electrical or other signage on the exterior of the premises as it may reasonably require;
- 13.10 Forthwith disclose in writing to the Lessor details of any act, matter or thing, stored or carried out upon the premises which could reasonably be expected to affect, vitiate or endanger the fire insurance policy in respect of the property or which may result in a significant increase of the fire insurance premium;
- 13.11 Undertake housekeeping activities in relation to the interior of the premises, including where applicable, the provision of toilet paper, soap, towels, etc. excluding common areas;
- 13.12 Be responsible for the costs of refuse removal and sanitary services; and
- 13.13 Payment of utilities upon receipt of monthly invoices from the Lessor.

14. INSURANCE AND INDEMNITY

- 14.1 The Lessor shall:
 - 14.1.1 At its own risk and cost, comprehensively insure the property, including the buildings and fittings, at its replacement value; and
 - 14.1.2 Communicate the conditions or insurance policy on the premises in writing to the Lessee prior to the commencement of the lease agreement.
- 14.2 The Lessee and Lessor may not, after the commencement of the lease do, or allow anything to be done that is contrary to any material provision of the insurance policy and which will cause a significant increase in the premiums payable in relation to the insurance policy held by the Lessor over the property, provided that the conditions applicable to the insurance policy are reasonable and have been communicated in writing to the Lessee.
- 14.3 Should the Lessee knowingly do or cause to be done anything that causes a significant increase in the premiums of such insurance policy, the Lessee will be liable for said increase in premiums directly occasioned by its actions. To this end, the Lessor shall furnish to the Lessee:
 - 14.3.1 Proof from the insurer of said increase; and
 - 14.3.2 The actions of the Lessee giving rise to such increase



before any payment shall be due from the Lessee.

- 14.4 The Lessor shall not be liable for any damage which the Lessee may suffer as a consequence of rain, wind, hail, lightning, fire, earthquake, storms, riots, strikes, actions by enemies of the State or in consequence of the interruption of any facility or service supplies to the premises by the third parties, unless such damage could have been prevented by the Lessor, his employees or agents.
- 14.5 The Lessor shall not be liable for any accident, injury or damage incurred by the Lessee his employees, agents or visitors, in or near the premises, unless such damage could have been prevented on the part of the Lessor, his employees or agents.
- 14.6 **EXEMPTION CLAUSE- This agreement excludes all consequential losses.**

15. FIRE FIGHTING EQUIPMENT AND LIFTS

- 15.1 The Lessor shall be obliged to install, maintain and operate on the premises fire extinguishing and fire detection equipment in compliance with the National Building Regulations and Building Standards Act, 103 of 1977 as amended, and/or any other applicable legislation.
- 15.2 The Lessor shall be obliged to maintain the lifts and ensure that regular checks are done in accordance with the occupational Health and Safety Act, 85 of 1993 as amended and/or any other applicable legislation.
- 15.3 The Lessor shall provide the Lessee with quarterly reports of regular checks done on fire extinguishers and lifts to ensure the safety and security of the occupants of the premises.

16. ALTERATIONS, ADDITIONS AND IMPROVEMENTS

- 16.1 The Lessee shall not make any structural alterations or additions to any of the buildings, the premises or any part thereof, without the Lessor's prior written consent, which consent shall not be unreasonably withheld. In the event that the Lessee does make any such prohibited structural alteration or addition, it is agreed between the parties that such alterations and/or additions shall become an immovable part of the respective building or premises to which it is made and shall thus be owned by the Lessor. Where such alteration or addition has added value to the buildings, the Lessor shall compensate the Lessee appropriately in this regard. The Lessor shall negotiate with the Lessee on the monetary amount to be paid to the Lessee for the making such alteration or addition, unless the parties agree in writing beforehand on the amount that the Lessor shall compensate the Lessee.
- 16.2 Notwithstanding the aforesaid, the Lessee shall be entitled to make any non-structural alterations and / or additions to the interior of the premises with the Lessor's prior written consent. The Lessee may, on the expiration of this agreement:
- 16.2.1 remove such non-structural alterations as it may have made, and
- 16.2.2 reinstates the premises or part of the premises in question, at the Lessee's cost, to a similar condition (fair wear and tear excepted) as it was in prior to such alterations and / or additions.



17. DAMAGE TO OR DESTRUCTION OF THE PREMISES

- 17.1 In the event of the premises being destroyed and therefore rendered completely unfit for occupation, this agreement shall be terminated automatically.
- 17.2 In the event of the premises being damaged yet partially suitable for the purposes of the occupant, either party shall be entitled to terminate this agreement on 30 business days' written notice to the other party after such destruction or damage.
- 17.3 Should no notice be given in terms of 17.2 above, this agreement shall continue provided that:
- 17.3.1 The Lessor shall be obliged to proceed expeditiously with the work of rebuilding the premises; and
 - 17.3.2 The Lessee shall be entitled to a reduction in rental in the extent to which it is deprived of the full and beneficial use and occupation of the premises until such time as the premises been rebuilt or reinstated.
- 17.4 Should any dispute arise regarding the extent to which the property has been damaged and / or the extent to which the property is unfit for occupation and incapable of being used for the purpose for which it is let, such dispute shall be dealt with in accordance with the provision of clause 19 below

18. BREACH

- 18.1 Subject to any provision to the contrary, contravention of any provision of this agreement shall constitute an act of breach of contract on the part of the defaulting party.
- 18.2 Should an act of breach of contract occur, the aggrieved party shall provide the defaulting party with written notice requesting said breach to be remedied within 30 business days.
- 18.3 Should the defaulting Party fail to remedy its breach despite receipt of the aforementioned notice requiring it to do so, the aggrieved party may (without prejudice to any other rights):
- 18.3.1 claim specific performance; or
 - 18.3.2 terminate the lease agreement with immediate effect on written notice and claim damages for any loss suffered as a direct result of such breach.

19. ALTERNATIVE DISPUTE RESOLUTION

- 19.1 Any dispute, disagreement or claim arising between the parties (called hereafter "the dispute"), shall first be subjected to negotiation. This would entail one party inviting the other in writing to a meeting in an attempt to resolve the dispute within 7 business days from date of the written invitation.
- 19.2 Should negotiation be unsuccessful, the parties shall submit the dispute to AFSA to be administered through mediation, upon the terms set by the AFSA Secretariat.
- 19.3 Costs associated with such mediation or arbitration shall be borne by the parties equally.



20. BROAD BASED BLACK ECONOMIC EMPOWERMENT

- 20.1 The Lessor shall maintain the Broad Based Black Economic Empowerment status level as claimed in the accepted tender documents and conditions of tender for the duration of the lease agreement.
- 20.2 The Lessor must, on expiry of the initial status level certificate, provide the Lessor with a valid certificate confirming its current BBBEE status level.
- 20.3 Should the percentage of the BBBEE status level decrease:
- 20.3.1 the Lessor shall provide the Lessee with written notification of such change within 14 business days; and
- 20.3.2 upon receipt of such notification the Lessee, may within its sole discretion, provide the Lessor with an extension of at least 6 months within which to ensure that its BBBEE status level is restored.
- 20.4 Any non - compliance by the Lessor in terms of this clause shall constitute a material breach of the terms of this agreement to dealt with in terms of clause 18 *supra*.

21. MANAGEMENT RULES

The Lessor shall furnish the Lessee with all management rules, if any, prior to entering into this agreement.

22. LESSOR'S RIGHT OF ENTRY AND CARRYING OUT OF WORKS

- 22.1 The Lessor's representatives, agents, servants and / or contractors may, at reasonable times and on reasonable notice, without thereby giving rise to any claim or right of action on the part of the Lessee or the occupant of the property or any part thereof, enter the property or any of the buildings to conduct inspections, to carry out any necessary repairs, replacements, or other works, or to perform any other lawful function in the *bona fide* interests of the Lessor, Lessee or the occupant.
- 22.2 The Lessor shall ensure that the aforementioned right is exercised:
- 22.2.1 with due regard for and with minimum interference to the beneficial enjoyment of the property by those in occupation thereof; and
- 22.2.2 subject to the Lessee's specific security requirements relating to the physical security of the property.

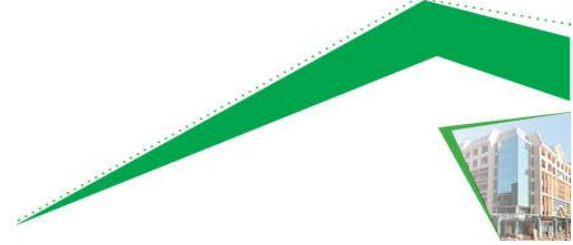
23. NAMING RIGHTS

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

24. CESSION, ASSIGNMENT AND SUB-LETTING

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

- 24.1 cede or assign any of the rights and obligations of the Lessee under this agreement; or



24.2 sublet the premises in whole or in part; or

24.3 give up possession of the premises or any portion thereof to any third party; provided that it is an explicit term of this agreement that the Lessee may substitute one occupant with another at its own discretion, taking into consideration any concerns communicated by the Lessor in writing.

25. SALE OF PREMISES

25.1 Transfer of ownership of the premises from the Lessor to a third party through a sale thereof shall in no way affect the validity of this agreement. It shall accordingly, upon registration of transfer of the premises into the name of the purchaser, remain of full force and effect save that the purchaser shall be substituted as Lessor and acquire all rights and be liable to fulfill all the obligations which the Seller, as Lessor, enjoyed against or was liable to fulfill in favour of the Lessee in terms of this agreement.

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

26. DOMICILIUM CITANDI ET EXECUTANDI

26.1 The parties respectively choose as *domicilium citandi et executandi* for serving of notices the address cited at Item 1 of Schedule A.

26.2 The Lessor is expressly barred from serving any notices on officials and / or offices in the Regions/ Provinces of the Lessee, including officials and / or offices of the occupant.

26.3 Any notice given by one of the parties to the other (“the addressee”) which:

26.3.1 is delivered by hand to a responsible person during ordinary business hours at the physical address chosen as the addressee’s *domicilium* shall be deemed to have been received by the addressee on the date of the delivery, until the contrary is proved.

26.3.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee’s *domicilium*, shall be deemed to have been received by the addressee on the 10th business day of the date of posting (unless the contrary is proved).

26.4 Either party shall be entitled, on 14 business days’ notice to the other, to change the address of his *domicilium*, provided that such change shall not take effect until receipt of such notice is confirmed in writing by the addressee.

27. WARRANTY OF AUTHORITY

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



28. SEVERABILITY

Any provision in this agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro no scripto* and severed from the balance of this agreement, without invalidating the remaining provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

29. TERMINATION OF THE LEASE AGREEMENT

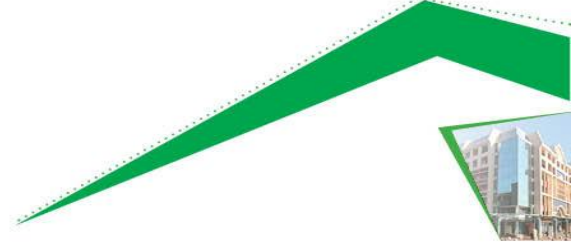
- 29.1 Should the lease agreement expire at the end of the Termination period and the Lessee is still occupying the property with or without the consent to the Lessor, the rental will still be charged by the Lessor on a month-to-month basis at the normal escalation rate of 6% per annum.
- 29.2 Upon the expiry of the initial lease period, the Lessee shall have the option of extending this agreement with prior approval from the relevant authority. There shall be no automatic renewal of this lease agreement.
- 29.3 All extensions to the lease period in this agreement, and any changes to the terms and conditions of lease during such extended period, shall be concluded in writing and signed by the parties prior to the termination date or expiry of any extended period, as the case may be.
- 29.4 In the event the State Owned Facility becomes available for occupation before the lapse of the duration of the lease, the lessee shall give the lessor 60 business days written notice of termination of the agreement.

30. ECONOMIC EMPOWERMENT AND PROPERTY SECTOR TRANSFORMATION

- 30.1 In terms of Preferential Procurement Regulations (PPR) 2022, issued in terms of Section 5 of the Preferential Procurement Policy Framework Act, 5 of 2000, leases should be awarded and/or renewed in accordance with identified categories of lease tenure. These categories determine the suitability of a Landlord for specific lease duration benefits.
- 30.2 The Lessor, confirms that it provided the Lessee with certain documentary evidence relating to the company in terms of which the lease period was determined in line with Preferential Procurement Regulations (PPR) 2022.
- 30.3 Should it transpire, at any given time, that false information was provided, or that fronting occurred, whether knowingly or unknowingly, the department reserves the right to cancel the lease agreement with immediate effect and to report the misconduct to the relevant authorities for further investigation and action.

31. SPECIAL CONDITION/S

- 31.1 A detailed building maintenance plan (for the duration of the lease period) should be provided to the Lessee for all items which require regular maintenance from time to time on handover of the leased property.



- 32.1.1 Detailed maintenance reports should be provided to the lessee on a quarterly basis
- 31.1.2 The Lessor shall ensure that all minimum technical requirements are adhered to.
- 32.1.3 This is a new agreement and all previous agreements are no longer valid.

31.2 The Lessor should ensure that all Certification listed in clause 5 and 12.15 and 12.16 Should be valid and in compliance with National Building Regulations.

32. WHOLE AGREEMENT

- 32.1 This is the entire agreement between the parties.
- 32.2 Neither party relies, in entering into this agreement, on any warranties, representations, disclosures or expressions of option, which have not been incorporated into this agreement as warranties or undertakings.

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

EXAMPLE



34. ATTESTATION

34.1 Notwithstanding the date of signature hereof the lease agreement shall come into effect upon occupation.

THUS, SIGNED AT _____ ON THIS _____ DAY OF
_____ 2026.

AS WITNESSES

FULL NAME: _____

FULL NAME: _____

SIGNATURE: _____

SIGNATURE: _____

LESSEE:

FULL NAME: _____

SIGNATURE: _____

Duly authorized as per _____

THUS SIGNED AT _____ ON THIS _____ DAY OF
_____ 2026.

AS WITNESSES

FULL NAME: _____

FULL NAME: _____

SIGNATURE: _____

SIGNATURE: _____

LESSOR:

FULL NAME: _____

SIGNATURE: _____

Duly authorized as per _____



SCHEDULE A

1. **DOMICILIUM**

1.1 **Lessor** – _____

1.2 **Lessee** – Eastern Cape Provincial Government, Eastern Cape Department of Public Works; Qhasana Building, Independence Avenue, BHISHO, 5605

2. **Adjustment date** – annually, on the anniversary of the agreement

3. **Commencement rental** – Refer to pricing schedule – clause 6.1

4. **Commencement date** – _____

5. **Occupation date** – _____

6. **Termination date** – _____

7. **Purpose for which the premises are let** – Office Accommodation for Department of _____.

8. **Escalation rate** – 6% p.a. (excludes all parking)

9. **Property/Premises- Erf** _____

10. **Name of Building- Erf** _____

11. **Review date** – Every Six (06) months after occupation until termination of contract

12. **The Lessor** – _____

13. **Representative/ Member of the said company** – _____

14. **Mobile:** _____

15. **Email:** _____

16. **The Rentable Area** – _____

17. **Life time of carpeting** - Wear and Tear

18. **Tenant's *pro-rata* share** – Not Applicable

19. **Initial Lease Period** – _____