

SCMU5-26/27-0049

APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY OF ADEQUATE OFFICE ACCOMMODATION WITHIN THE PROVINCE: SOCIAL DEVELOPMENT: LOCAL SERVICE OFFICE - KOMGA FOR A PERIOD OF THREE (3) YEARS

NAME OF BIDDER:

CLOSING DATE / TIME:

27 OCTOBER 2026 / 11:00AM

USEABLE AREA REQUIRED:

1022.67m²

NUMBER OF OPEN PARKING BAYS:

22

NUMBER OF COVERED PARKING BAYS:

12

**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

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:	SCMU5-26/27-0049	CLOSING DATE:	27 OCTOBER 2026	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY OF ADEQUATE OFFICE ACCOMMODATION WITHIN THE PROVINCE: SOCIAL DEVELOPMENT: LOCAL SERVICE OFFICE - KOMGA FOR A PERIOD OF THREE (3) YEARS				
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 Tebogo.Diketane@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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ 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 SUPPLY OF ADEQUATE OFFICE ACCOMMODATION WITHIN THE PROVINCE: SOCIAL DEVELOPMENT: LOCAL SERVICE OFFICE - KOMGA FOR A PERIOD OF THREE (3) YEARS	R..... (Carried over from page 25)	 (Carried over from page 25)

(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
SCMU5-26/27-0049

**APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY OF ADEQUATE OFFICE
ACCOMMODATION WITHIN THE PROVINCE: SOCIAL DEVELOPMENT: LOCAL SERVICE
OFFICE - KOMGA FOR A PERIOD OF THREE (3) YEARS**

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 **25 SEPTEMBER 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 **27 OCTOBER 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 2.4.1.**
3. **Bidders must ensure 2.4 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 **1022.67m². Useable space in excess of the requirement will not be paid by the Department.**
6. The Department requires secured ONSITE parking bays – **36 parking bays – (12 covered, 22 uncovered and 2 for people with disabilities)**
7. **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.**
8. **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).**
9. **The department reserves the right to cancel or reduce the scope of works at its discretion in order to meet the budget limitations.**
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 IN FULL. NON-COMPLIANCE HEREOF WILL RESULT IN ELIMINATION OF THE BID.

B. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked “SCMU5-26/27-0049-: APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY OF ADEQUATE OFFICE ACCOMMODATION WITHIN THE PROVINCE: SOCIAL DEVELOPMENT: LOCAL SERVICE OFFICE - KOMGA FOR A PERIOD OF THREE (3) YEARS.

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

SCM SPECIFIC ENQUIRIES:

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

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

TECHNICAL ENQUIRES

B. Jack

Tel No.: 0406024401

Email Address: Bongani.Jack@ecdpw.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 SUPPLY OF ADEQUATE OFFICE ACCOMMODATION WITHIN THE PROVINCE: SOCIAL DEVELOPMENT: LOCAL SERVICE OFFICE - KOMGA FOR A PERIOD OF THREE (3) YEARS**

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: **“SCMU5-26/27-0049 APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY OF ADEQUATE OFFICE ACCOMMODATION WITHIN THE PROVINCE: SOCIAL DEVELOPMENT: LOCAL SERVICE OFFICE - KOMGA FOR A PERIOD OF THREE (3) YEARS**

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 27 OCTOBER 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 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 Other 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 threshold of R1 million must include VAT in the prices quoted and 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) conditional pending the successful bidder submitting proof of registration as 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

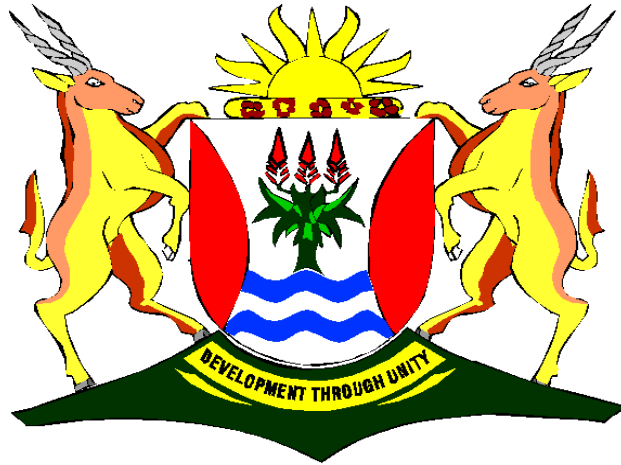
- 35.1 Should a need arise to vary or expand or amend or modify contract quantities for any goods or services, after a valid contract has been concluded and or after the contract has already commenced, the Department reserves the right to approach the contracted service provider to reduce or increase 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 A Bidder could offer an existing building or a vacant erf (where office accommodation will be constructed on) which should be ready for occupation within 6 months and 24 months respectively after receiving and accepting the award.
- 36.8 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.
- 36.9 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.
- 36.10 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.
- 36.11 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.
- 36.12 No tenders sent by facsimile or e-mail will be accepted.
- 36.13 The tender forms must not be retyped or redrafted.**

TERMS OF REFERENCE/SPECIFICATION

Eastern Cape Provincial Government Public Works and Infrastructure



BID NUMBER: SCMU5-26/27-0049

**APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY OF ADEQUATE
OFFICE ACCOMMODATION WITHIN THE PROVINCE: SOCIAL DEVELOPMENT:
LOCAL SERVICE OFFICE - KOMGA FOR A PERIOD OF THREE (3) YEARS**

SCOPE OF WORK

PROJECT TITLE AND DESCRIPTION OF WORK: APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY OF ADEQUATE OFFICE ACCOMMODATION WITHIN THE PROVINCE: SOCIAL DEVELOPMENT: LOCAL SERVICE OFFICE - KOMGA FOR A PERIOD OF THREE (3) YEARS

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 – Social Development: LOCAL SERVICE OFFICE – The preferred area is Komga Central Business District.

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

APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY OF ADEQUATE OFFICE ACCOMMODATION WITHIN THE PROVINCE: SOCIAL DEVELOPMENT: LOCAL SERVICE OFFICE - KOMGA FOR A PERIOD OF THREE (3) YEARS		
NO.	REQUIRED	BIDDER'S COMMENTS
1.	The total size of office accommodation required by the Department and to be offered by 1022.67m² of USEABLE area. NB: Both departments must have separate entrances to their respective offices.	
2.	The building must have a total of 36 parking bays – (12 covered, 22 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” 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 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 and other requirements must be provided as required and as indicated on the Spatial Template(s) attached. See page 47	
7.	The landlord will be required to provide 50mm 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 Health 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.	

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 record 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 such structure approved by the Department of Public Works and Infrastructure and Infrastructure. Record rooms may have no external windows and all ventilation openings in the walls shall be fitted with fire dampers approved by the Fire Prevention Officer of the Department of Public Works and Infrastructure and Infrastructure.	
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 **1022.67m²**

The Department will therefore pay only for a maximum space requirement of **1022.67m²**

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 people 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: - 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. - 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.	
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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.	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. Make..... Capacity..... (Bidder to specify Air conditioner Make/Brand/Type)	
3.	An indication of how long (duration) the emergency power supply unit can provide emergency power to the standard equipment currently connected. Duration (Bidder to specify)	

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 that is Fireproof as per SAN10400 Part T. 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.	
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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). Dehumidifier to installed to prevent condensation or an air extractor unit.	
3.	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 (Power Poles to be used in open area where officials sit equipped with network and power sockets) printing stations, Fly leads to be provided as per approved layouts, 8x Aruba 615 AIP Wireless 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. The Landlord shall, at its own cost and as part of the tenant installation, procure the required ICT infrastructure and services from a service provider that is registered and accredited on SITA RFB1183 and that holds Molex or Krone certification. The Landlord must satisfy itself, and provide proof to the User Department, that the selected service provider meets these accreditation requirements. The cabinet at the server room catered by landlord should be 42U	

2.9 Security Requirements

1.	Access Control: The landlord will be required to ensure that the premises has proper and controlled access. This will include provision of: - Secured perimeter fence, 2.1m (urban) or 2.4m (rural) steel palisade/clear view fence around the boundary of the site, anchored in a concrete plinth (500mm deep) and should accommodate uneven terrain with SANS 10222-3 and SANS 10222-4 compliant 8 strand electric fence on top enhanced with alarm inputs OR beams linked to the guard hut and the proposed main security control room for monitoring purposes, motorized access gates and boom gates. - Provision of a guardroom for securities at required access points inside the site (e.g. Parking, Entrance gates etc.) - Provision of an electronic employee / visitor access control recording system inclusive of access control points at all entrances and security areas as per zoning requirements (Board rooms/server rooms/registries). - Provision of a 1 x 6 cubicle Gun safe locker cabinet for firearms (visitor firearms).	
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	• Provision of x-ray machines and walkthrough metal detectors at main access entrance(s). • Provision of CCTV control room with intercom and built in counter.	
2.	CCTV: The landlord will be required, to install SANS 10222-5 to SANS 10222-5 compliant CCTV camera system to cover at all entrances, parking areas and other identified strategic points which will be linked to the CCTV control room. A client viewer is required to be in the security control room for monitoring.	
3	INTRUDER ALARM SYSTEM: An intruder alarm system complying to SANS 10222-1-1 to 8 must be zoned to enable the different sections in the buildings to separately activate/deactivate the alarm. The intruder alarm system must be monitored in the security control room.	
4.	BURGLARS: The landlord will be required to provide burglar bars, minimum 12 mm round bar not more than 100 apart and cross bars max 620 mm apart, for all reachable windows, not limited to ground floor level. <i>(Bidder to specify Make/Type)</i>	
5	SECURITY LIGHTS: Sufficient external security lighting should comply with SANS 10389 part 2, including all dark areas around the building. An SABS-approved photoelectric switch which automatically activates exterior lights when ambient light is sufficiently reduced should be used. Proof of an electronic security systems maintenance contract must be provided at site hand over. The maintenance contract must be in place for the duration of the contract 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 upkeeping and maintenance of the gardening and landscaping of the property.	
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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 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 2.4.1 of SBD4.**
 - (c) If the offer is “Vat Inclusive”, the VAT registration number of service provider must be indicated. A Non-VAT Vendor must include VAT in its pricing due to the bid being over a R1million., The successful service provider, in case of a non-VAT vendor, will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s).
 - (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
TOTAL POINTS	100 POINTS

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 (where applicable)
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. A Medical certificate from a medical Practitioner with a practise number must be attached to claim points for disability.
7. SBD 6.1 is attached

**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.: SCMU5-26/27-0049
CLOSING TIME: 11:00AM	CLOSING DATE: 27 OCTOBER 2026

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

**APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY OF ADEQUATE OFFICE ACCOMMODATION WITHIN THE PROVINCE: SOCIAL
DEVELOPMENT: LOCAL SERVICE OFFICE: KOMGA FOR A PERIOD OF THREE (3) YEARS**

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.....	1022.67m ²	N/A	R.....	R.....	R
Parking Bay (Uncovered) (No Escalation)	R 250.00	22	N/A	R.....	R.....	R
Parking Bay (Covered including disabled) (No Escalation)	R350.00	14	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 (ONE 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 ONE 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: _____

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:

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 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**

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

- 2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
- 2.3.1 If so, furnish particulars:

.....

.....

.....

- 2.4 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

- 2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I,, the undersigned, 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 to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 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, 1998 (Act No. 89 of 1998) and or may be referred to law

enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....

Signature

.....

Date

.....

Designation

.....

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: SCMU5-26/27-0049

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: _____

ANNEXURE B

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)

Project Title:	APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY OF ADEQUATE OFFICE ACCOMMODATION WITHIN THE PROVINCE: SOCIAL DEVELOPMENT: LOCAL SERVICE OFFICE: KOMGA FOR A PERIOD OF THREE (3) YEARS
Contract Number	SCMU5-26/27-0049

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	%
3				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 SUPPLY OF ADEQUATE OFFICE ACCOMMODATION WITHIN THE PROVINCE: SOCIAL DEVELOPMENT: LOCAL SERVICE OFFICE: KOMGA FOR A PERIOD OF THREE (3) YEARS
SCMU number	SCMU5-26/27-0049
Erf Number (Of property offered)	
Physical Address (Of property offered)	
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

GENERAL CONDITIONS OF CONTRACT

A. TABLE OF CLAUSES

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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:	SOCIAL DEVELOPMENT	District:	Amathole
Town:	KOMGA LSO	Building:	NEW BUILDING required (no conversion of existing building)

AREA PER LEVEL	m ²	Support Areas			Supporting which Component	
		Description	Qty	m ²	Component Name	Area Req
16	28	Reception	2	10		20
15	24	Waiting Area	1	60		60
14	20	Store Room	1	20		20
13	16	Strong Room	2	20		40
11-12	12	Registry	1	100		100
SEC	12	Main Boardroom	1	40		40
9-10	9	Mini boardroom	2	10		20
ADMIN	6	Interview Room	4	12		48
DRIVER / CLEANER	3	Child Play Room	1	10		10
PLUS CIRCULATION	10,00%	Server Room	1	15	ICT unit	15

* Please do not alter the table above *

Other Please Specify

Cleaners storeroom	1	12		12
Cleaners office	1	20		20
Public toilets	8	4	subject to sanitation norms	32
Security Desk	2	10		20
Security Control Room	1	10		10
Library	1	20		20
Printer room	2	10		20
Sick Bay	1	15		15
Kitchen	1	15		15
Canteen	1	20		20
Toilets Male & Female	8	4	subject to sanitation norms	32
Multi-purpose hall	1	90		90
Gate house	1	15		15
Covered Outdoor waiting area	1	30	subject to size of facility	30

Sub Total 724

Office area Requirements		Levels										Area Req:
Component		16	15	14	13	11 12	PA/RE	9 10	Admin (5-8)	Driver / cleaner		m ²
1	Programme 1	0	0	0	0	1	1	0	0	0		24
2	Programme 2	0	0	0	0	0	0	2	10	0		78
3	Programme 3	0	0	0	0	0	0	1	8	0		57
4	Programme 4	0	0	0	0	0	0	1	3	0		27
5	Programme 5	0	0	0	0	0	0	2	9	0		72
6												
7												
8												
9												
10												
Sub Total												258

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Spatial Requirements - pg. 2

Spatial Summary		
Space Type	Area	
Office Area	258	m ²
Support Area	724	m ²

Total area	982	m ²
------------	-----	----------------

plus 5% 3 year growth	40,67
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TOTAL USEABLE AREA	1022,67	m²
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Note: Parking bays Total of 36 bays (12 undercover)(2 undercover for disabled people) (22 open parking)

GG Vehicles	6	included in undercover
Public parking	4	included in open cover

Remarks / Comments:

Toilets for Officials - 3 Male, 3 Female, 2 Disability and other

Public Toilets 3 Female, 3 Male and 2 Disability and other

Reception Desk -(Built-in)

Main Registry - All Programmes(HR, NPO, CCMU) to be partitioned

Library

Strongroom for SCM tender documents

Security Desk - 2 @ Office

Boom Gate with guardroom, Walkthrough Metal Detector, built-in security system zones

Server Room to be outside (Parking Bay area)

Security Control room to have Intercom,CCTV and built-in counter

Ventilation (Open windows for all offices)

Smoke detectors to be installed and sprinklers, Fire blanket KITCHEN & Fire Extinguishers

Cylinder locks for all doors

Burglars in all windows

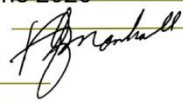
Provision of office furniture and bulk filers. Amortized over lease period.

Branding of building and offices

PHOTO LUMINESCENT emergency lights

Building must be disability friendly

Level 8 and below- sharing offices, Level 9 upwards Not sharing

Complied by: _____	Verified by: <u>Gavin Peter Marshall</u>
Date: _____	Date: <u>03 June 2026</u>
Signature: _____	Signature: 
Approved by: 	
Date: <u>03 June 2026</u>	

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Signature: _____

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LEASE AGREEMENT

Between

THE EASTERN CAPE DEPARTMENT OF SOCIAL DEVELOPMENT

[ECDSD]

(Hereinafter referred to as the “LESSEE”)

Represented by Mr. Mzimkhulu Machemba in his Capacity as Head of Department of ECDSD
and being duly authorised thereto

and

XXXXX (Pty) Ltd (Registration No.)

(Hereinafter referred to as the “LESSOR” a private limited company
registered in terms of

the laws of South Africa Represented by XXXX in her capacity as the
Director and being duly authorised thereto.

Collectively referred to as “**the parties**”

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1 PARTIES AND WARRANTIES

This Lease Agreement is entered into by and between:

- 1.1 The Eastern Cape Department of Social Development ('the Lessee'), represented by Mr M. Machemba in his capacity as Head of Department, hereinafter the 'Lessee';
- 1.2 XXXXX(Pty) Ltd, represented hereinafter the 'Lessor'.
- 1.3 Each Party warrants that it has the authority to enter into this Agreement and that this Agreement constitutes a valid and binding obligation on it.

2 DEFINITIONS/ABBREVIATIONS

- 2.1 Unless inconsistent with the context, the words and expressions set forth below will bear the following meanings and cognate expressions will bear corresponding meanings:

2.1.1	"Adjustment date"	means the date on which the escalation rate shall be implemented, same being annually on the anniversary of the lease;
2.1.2	"Agreement"	means the agreement set out in this document together with all schedules annexed thereto;
2.1.3	"Annual Air Quality Assessment Report"	means the lessor must ensure adherence to the National Framework on Air Quality Management in South Africa are stipulated in Section 7 of the

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		National Environmental Management: Air Quality Act, 2004 (Act No. 39 of 2004), herein after referred to as the Air Quality Act;
2.1.4	“B-BBEE”	means Broad Black Based Economic Empowerment;
2.1.5	“Borer Beetle Report”	means testing for the Polyphagous Shot Hole Borer (PSHB), which is an invasive beetle that has been found in almost every province in South Africa;
2.1.6	“Building”	means the building premises offered by the Lessor to the Lessee in compliance with all Municipal By-Laws and National Building Regulations at all times and which shall be used as office accommodation;
2.1.7	“Building Grade Certificate”	means the grade of an office building and refers to its quality and can be categorized into classes such as A, B, and C, further defined as follows: Class A: These buildings are typically the newest, most modern, and most desirable in the area. They are often well-located, have ample parking, and feature the latest amenities; Class B: These buildings are usually but have been renovated to meet modern standards. They often

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		have a fair amount of on-site parking, functional HVAC systems, and decent quality management;
2.1.8	“Business day”	means any day other than a Saturday, Sunday or official public holiday in South Africa;
2.1.9	“Certified Area Certificate and Floor Plans”	means a document that accurately measures and certifies the rentable area of a building;
2.1.10	“Contra Proferentem”	means "against the offeror" and is a latin maxim used in the interpretation of contracts;
2.1.11	“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;
2.1.12	“Commencement date”	means the date of occupation of the premises by the Lessee;
2.1.13	“Commencement rental”	means the total commencement rental charged in respect of office space and parking;
2.1.14	“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;

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2.1.15	DPWI	means the Eastern Cape Department of Public Works and Infrastructure;
2.1.16	“ECDSD”	means the Eastern Cape Department of Social Development;
2.1.17	“Electrical Compliance Certificate”	means a document that confirms a property's electrical installations meet the requirements of the Occupational Health and Safety Act of 1993 and issued by a qualified electrician that inspects and tests the property's electrical installations to ensure they are safe and comply with regulations;
2.1.18	“Escalation Rate”	means the percentage, which adjusts the rental on every adjustment date, excluding parking, being 5%;
2.1.19	“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;
2.1.20	“Fire Regulation Compliance Certificate”	means a Fire Regulation Compliance Certificate (CoC) that is a legal document v a building verifying a buildings compliance with fire safety

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		regulations and is issued by the local fire authority;
2.1.21	“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;
2.1.22	“Force Majeure”	means any event beyond the reasonable control of a Party, including but not limited to acts of God, war, terrorism, civil unrest, strikes, lockouts, industrial action, epidemics, pandemics, government actions, and natural disasters;
2.1.23	“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;
2.1.24	“Hawks”	means the Directorate for Priority Crime Investigation, a specialised unit of SAPS;
2.1.25	“Initial Lease Period”	means the first period of the lease from the date of commencement to the date of expiry;
2.1.26	Legal Practitioner	means an admitted advocate and/or attorney of the High Court of South Africa in good standing

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		and a registered member of the Legal Practice Council;
2.1.27	“Legislature”	means the Eastern Cape Provincial Legislature, the executive arm of the Provincial Government;
2.1.28	“Lessee”	means the Eastern Cape Department of Social Development;
2.1.29	“Lessor”	means the owner of the property and/or its lawfully authorized representative;
2.1.30	“Lift Condition Report”	means a document that assesses the condition of a lift, including its wear and tear, maintenance quality, and compliance with standards. It can also include recommendations for future work, the predicted lifespan of the lift;
2.1.31	“LPC”	means the Legal Practice Council mandated to regulate the professional conduct of legal practitioners to ensure accountability;
2.1.32	“Maintenance Plan”	means a strategic and operational document, outlining the processes, activities, and procedures required to ensure that buildings, structures, and other facilities remain in good repair, safe, operational, and efficient over their expected

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		lifespans; A building maintenance plan can include: Preventive maintenance: Regular maintenance tasks to prevent unexpected failures; Predictive maintenance: Tracks an asset's health, status, and performance in real time to reduce unexpected breakdowns; Inventory management: Keeps track of parts and equipment to ensure they are available for maintenance and repairs; Maintenance logbook: A checklist to ensure that preventive measures are consistently performed;
2.1.33	“Management Rules”	means the management rules of the property owner where the property is privately owned
2.1.34	“NBRBSA”	means the National Building Regulations and Building Standards Act No. 103 of 1977;
2.1.35	“Occupant”	means the relevant office of the ECDSO that will physically occupy the premises for the duration of the lease agreement on behalf of the ECDSO;
2.1.36	“Occupation Certificate”	means a document that is issued by a local

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		government authority that confirms a building is safe to occupy. It's a formal approval that the building complies with local building codes and standards, and is suitable for habitation;
2.1.37	“OHSA”	Occupational Health and Safety Act No. 85 of 1993;
2.1.38	“Parking”	means the designated parking space demarcated within the leased premises;
2.1.39	“Parties”	the signatories to this Agreement; collectively, being the lessee and lessor as defined;
2.1.40	“Plumbing Certificate”	means a document that verifies that plumbing installations meet all South African National Standards (SANS) and regulations and is issued by a licensed plumber who is accredited by the South African Qualifications Authority;
2.1.41	“Premises”	means the structure and / or the land, or any portion thereof, as set out in item 10 of Schedule A;
2.1.42	“Proof of Ownership”	means proof in the form of a title deed that will show in whose name the property is lawfully registered;

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2.1.43	“pro no scripto”	means "as if it had not been written" and is a Latin maxim;
2.1.44	“Professional Architect”	means a Registered Architect with the South African Council for the Architectural Profession (SACAP);
2.1.45	“POPIA”	means the Protection of Personal Information Act No 4 of 2013;
2.1.46	“PT”	means the Eastern Cape Provincial Treasury with its head office in Bhisho;
2.1.47	“PPR”	means the Preferential Procurement Regulations issued by Treasury;
2.1.48	“SAPS”	means the South African Police Services;
2.1.49	“SCC”	means the Special Conditions of Contract for the leasing of the premises in terms of minimum technical requirements;
2.1.50	“Semi-annual Water Quality Report/Certificate (SANS 10252-1)”	means a document that certifies the quality of water supplied to buildings and is based on the South African National Standard (SANS) 10252-1, which sets out the requirements for water supply installations in buildings;

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2.1.51	“Signature Date”	means the date of the signature of the Party last signing this Agreement;
2.1.52	“S.I.U”	means the Special Investigation Unit accountable to the President of South Africa;
2.1.53	“Speaker”	Means the Speaker of the Eastern Cape Provincial Legislature;
2.1.54	“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;
2.1.55	“three (3) phase power supply	means a type of electrical power supply that uses three alternating current (AC) waveforms, each separated by 120 degrees, to deliver power.
2.1.56	“VAT”	means Value-Added Tax in terms of the Value-Added Tax Act No. 89 of 1991;
2.1.57	“Zoning Certificate”	means a document that outlines the permitted uses of a property and confirms that it complies with local zoning regulations and is normally issued by a local municipality;

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- 2.2 Unless inconsistent with the context, an expression which denotes:
- 2.2.1 any one gender includes the other gender.
- 2.2.2 a natural person includes a legal person and vice versa.
- 2.2.3 the singular includes the plural and vice versa.
- 2.3 The annexures to this Agreement form an integral part hereof and words and expressions defined in this Agreement will bear, unless the context otherwise requires, the same meaning in such annexures.
- 2.4 When any number of days is prescribed in this Agreement, same will be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day will be the day immediately following Business Day.
- 2.5 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words will prevail.
- 2.6 Where any term is defined within the context of any clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, will bear the same meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that, that term has not been defined in this interpretation clause.
- 2.7 Any reference to an enactment in this Agreement is to that enactment as at the Signature Date and as amended or re-enacted from time to time.

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- 2.8 The expiry or termination of this Agreement will not affect such of the provisions of this Agreement as expressly if they will operate after any such expiry or termination or which of necessity must continue to have effect after such expiry or termination, notwithstanding that the clauses themselves do not expressly provide for this.

3 AGREEMENT BETWEEN PARTIES

- 3.1 The Lessor hereby leases to the Lessee the premises situated at Erf XXXX, comprising approximately XXX m² of lettable area, with XXX open parking bays.
- 3.2 The Lessor shall ensure that the premises comply with all applicable health, safety, and accessibility regulations.
- 3.3 The Lessor shall ensure that the premises and its facilities, including parking areas and access routes, are accessible to persons with disabilities in compliance with all applicable laws and regulations.

4 DURATION OF AGREEMENT

- 4.1 The Initial Lease Period shall commence on XXXXX and terminate on XXXXXXXX (3 years).
- 4.2 The Lessee shall have an option to renew the lease for a further term, subject to satisfactory performance and availability of funds within the MTEF period.

5 PRE-COMMENCEMENT OBLIGATIONS

- 5.1 The Lessor shall, prior to occupation or the first rental payment, provide the following valid statutory and regulatory compliance documents:
- 5.1.1 Proof of ownership
- 5.1.2 Zoning certificate and all municipal approvals

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- 5.1.3 Certified area certificate and floor plans
- 5.1.4 Occupation Certificate
- 5.1.5 Fire safety certificate + maintenance plan
- 5.1.6 Electrical Certificate of Compliance (CoC)
- 5.1.7 Plumbing Certificate
- 5.1.8 HVAC/Air-Quality Report (Annual)
- 5.1.9 Water Quality Certificate (SANS 10252-1)
- 5.1.10 Building Grading Certificate
- 5.1.11 The suitability of the premises for occupation is further supported by the Staff Inspection & Acceptance Records contained in Annexure E, which the parties acknowledge as forming part of the pre-occupation assessment.
- 5.2 The Lessee reserves the right to terminate this lease agreement if the Lessor fails to provide the required compliance certificates [as per above] within a specified time period as indicated by the Lessee.
- 5.3 The Lessor acknowledges that the Electrical CoC may only be issued after completion of IT cabling and AC installation and undertakes to complete such works immediately to enable CoC issuance.
- 5.4 The Lessee may withhold occupation and/or rental payments until all compliance certificates under Clause 5.1 are delivered

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6 RENTAL

6.1 The monthly rental shall be calculated as follows for Year 1:

6.1.1 Office rental: XXXXX m² × RXXX/m² (VAT incl.)

6.1.2 Operational charge: XXXX m² × RXXX/m² (VAT incl.)

6.1.3 Parking: XXXopen bays @ R250 each

6.1.4 Total rental payable monthly, plus VAT where applicable.

6.2 The monthly rental amount shall be R xxxxxxxxx payable in advance on or before the 7th day of each month.

6.3 Rental and operational charges shall escalate at 6% per annum on each anniversary of the lease commencement date.

6.4 Rental payments shall cover the cost of office space and parking. Any additional costs, such as those related to hygienic and/or cleaning services or security services, shall only be payable by the Lessee if agreed upon in writing by both parties.

6.5 The Lessor shall provide the Lessee with a monthly invoice, statement, and general ledger no later than four weeks prior to the start of each new month.

6.6 Utilities shall be metered and billed at cost to the Lessee, accompanied by original source documentation.

6.7 The Lessee shall reimburse the Lessor for approved capital improvements amounting to RXXXXX incurred for renovations, fit-out, and compliance upgrades, amortised over 36

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months at XXXX% per annum, resulting in a fixed monthly repayment of RXXXX, as set out in Annexure B (Amortisation Schedule).

- 6.8 The capital improvements include the works listed in Annexure C, including installation of XXX AC units, redesign of toilets, electrical upgrades, security reinforcements, paving, blinds, guard room, kitchen installation, ramps, water tanks and related works as per the Technical Assessment dated XXXXX
- 6.9 All rental payments shall be made electronically to the Lessor's nominated bank account.
- 6.10 All rental payments shall include VAT, where applicable. The Lessor shall itemize VAT separately from the base rental amount.
- 6.11 In the event of unforeseen circumstances that may delay rental payments, the Lessee shall notify the Lessor promptly and provide regular updates on the expected payment date.
- 6.12 Should rental payments be delayed due to unforeseen circumstances, the Lessor wholly agrees not to take any action that may impede the Lessee's ability to fulfil its constitutional mandate, including but not limited to locking the premises or restricting access. The Lessor acknowledges that such action is unlawful and in violation of the law and wholly agrees to follow the dispute resolution process in the event of such a dispute.

7 USE OF THE PREMISES

- 7.1 The Lessee shall through its relevant occupant, use the premises solely for office accommodation and other legitimate government purposes.
- 7.2 The Lessor warrants that the premises are fit for use as office accommodation.

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7.3 In addition to the obligations listed under clause 5 above, the Lessor shall obtain all necessary consents and authorizations (excluding trade and other licenses) required by competent authorities to enable the Lessee to use the premises.

7.4 The Lessor warrants that all permits, licenses, and consents required for the operation of the premises have been obtained and are valid.

8 OCCUPATION OF THE PREMISES

8.1 The Lessor warrants the Lessee'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 occupation due to avoidable actions or omissions of the Lessor, shall not be regarded as a delay on the part of the Lessee.

8.2 Occupation shall only occur once all compliance documents under Clause 5.1 have been delivered, or such documents that may lawfully follow IT/AC installation, subject to Lessee's discretion.

9 CONDITION OF THE PREMISES

9.1 The Lessee shall, within thirty (30) business days of occupying the premises, conduct a joint inspection with the Lessor, using the Technical Condition Report dated 05 June 2025 as baseline which forms part of Annexure D. A detailed inspection report, including photographic evidence, shall be prepared and signed by both parties to document the condition of the premises at the commencement of the lease. The inspection report shall form an integral part of this lease agreement as Annexure B.

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- 9.2 The Lessor shall, within 30 (thirty) business days of the joint inspection, rectify any defects identified in the report or upgrade the premises to meet any additional technical specifications provided by the Lessee. If the Lessor fails to do so, the Lessee may rectify the defects or upgrade the premises and deduct the costs from future rental payments.
- 9.3 Upon termination of the Lease Agreement, the Lessee shall restore the premises to their original condition, subject to fair wear and tear. Both parties shall conduct a joint inspection of the premises, including photographic evidence within 60 (sixty) business days prior to the termination date to identify any damage or defects.
- 9.4 The Lessor shall provide the Lessee with 3 (three) quotations from registered service providers for the necessary repairs within 30 (thirty) business days of the inspection.
- 9.5 The Lessee shall have the discretion to select any quoted service provider and pay the Lessor for the costs of the repairs within 60 (sixty) business days of receiving the quotations. Any disputes regarding the restoration of the premises shall be resolved in accordance with the dispute resolution process outlined in this Agreement.
- 9.6 The Lessee's obligation to pay rent shall cease upon termination of the Lease Agreement, regardless of the completion of the restoration process. The Lessor waives any claim for loss of income or other damages against the Lessee during the restoration process after the Lessee has vacated the leased premises.

10 FIXTURES

- 10.1 The Lessee may, at its own expense and with the prior written consent of the Lessor, install fixtures on the premises. Such fixtures shall remain the property of the Lessee. Upon termination of this Lease Agreement, the Lessee may remove the fixtures,

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provided that the premises are restored to their original condition, subject to fair wear and tear.

11 MAINTENANCE AND REPAIRS

- 11.1 The Lessor shall be solely responsible for the maintenance and repair of the premises throughout the duration of the Lease Agreement.
- 11.2 If the Lessor fails to perform any necessary repairs, the Lessee may, after giving the Lessor 30 (thirty) days' written notice, undertake the repairs and deduct the costs from future rental payments. A certificate issued by the Lessee confirming the payment or expenditure shall be considered prima facie proof of such costs.

12 UTILITIES

- 12.1 The Lessor shall be responsible for paying all monthly utility costs for the premises, including electricity, water, gas, sewer, refuse collection, and other municipal or service provider charges, subject to the provisos below.
- 12.2 The Lessor is obligated to maintain the municipal account in good standing. Failure to do so shall entitle the Lessee to pay the outstanding municipal fees and deduct the amount from the next rental payment.
- 12.3 The utility accounts for the premises shall be in the name of the Lessor and shall be maintained without any arrears.
- 12.4 The Lessor shall be responsible for paying all connection fees and deposits to the relevant municipal authority and/or independent service provider/s to ensure uninterrupted supply of utility services to the premises.

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- 12.5 The Lessor shall ensure the availability of a sufficient three (3) - phase power supply to meet the Department's specific ICT infrastructure and server power requirements on the premises. If such a power supply is not currently available, the Lessor shall install it at its own cost within 60 (sixty) days of commencement of the lease agreement.
- 12.6 The Lessor shall be responsible for the installation and maintenance of any pre-paid electricity and water meters on the premises, subject to applicable municipal by-laws.
- 12.7 The Lessor shall bill the Lessee for electricity and water consumption based on actual meter readings where pre-paid meters are installed.
- 12.8 If pre-paid meters are not installed, the Lessor shall review monthly utility bills for discrepancies and query any anomalies with the municipal authority and/or service provider/s before submitting them to the Lessee for payment.
- 12.9 In the interim, while any utility bill is being queried, the Lessor shall pay the municipal authority and/or service provider a monthly estimated monthly amount to ensure the continued provision of utility services.
- 12.10 In all instances, the Lessor shall provide the Lessee with proof of payment in support of its invoice.
- 12.11 If the premises are and/or becomes part of a larger office building and/or office precinct and it becomes necessary to determine the Lessee's pro-rata share of utility services, this share will be calculated based on the ratio of the premises' floor area to the total floor area of the building. The parties shall negotiate and agree on the pro-rata share of utility services.

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13 FORCE MAJEURE

- 13.1 In the event of a Force Majeure event, either Party may suspend its obligations under this Agreement.
- 13.2 The affected Party shall promptly notify the other Party of the occurrence of a Force Majeure Event and its anticipated duration.
- 13.3 The Party invoking Force Majeure shall use all reasonable efforts to mitigate the impact of the Force Majeure Event.
- 13.4 If a Force Majeure Event continues for a period exceeding [insert number] days, either Party may terminate this Agreement by giving [insert number] days' written notice to the other Party.
- 13.5 The dispute resolution process outlined in clause x will not apply to a Force Majeure Event.

14 SERVICES INTERRUPTED BY LOADSHEDDING AND NATIONAL LOCKDOWN RESTRICTIONS/REGULATIONS

- 14.1 In the event of a government-imposed load shedding schedule that extends beyond a period of 30 (thirty days), the Lessor shall implement the following off-grid energy solutions at its own cost, to mitigate the impact of loadshedding:
- 14.1.1 Install a solar powered system with adequate battery storage from a reputable and accredited service provider and/or installer;
- 14.1.2 Install gas powered geysers and/or heating systems to ensure the availability of warm water on the premises;

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- 14.1.3 Undertake borehole drilling using a reputable and accredited service provider in order to locate access to borehole water for use on the premises;
- 14.2 As a transitional measure, the Lessor shall provide a sufficient number of generators to the Lessee at no cost during the implementation of the off-grid energy solutions. The Lessee shall be responsible for the cost of fuel for these generators.
- 14.3 The Lessor shall after consultation with the occupant remove the generators once the solar powered system provides sufficient energy to meet the daily electrical consumption needs of the occupant.
- 14.4 Should the Lessor fail to implement the specified off-grid energy solutions during the imposition of a government imposed loadshedding schedule, the Lessee may, at their own expense, install solar panels and/or generators and/or undertake borehole drilling to mitigate the impact of load shedding. Any costs incurred by the Lessee will be deducted from future rental payments.
- 14.5 In the event that government-imposed loadshedding is suspended or terminated subsequent to the initiation of installation work for the specified off-grid energy solutions, the contractor shall be obligated to complete the installation process in its entirety.
- 14.6 In the event of early termination of this lease agreement, the Lessor shall reimburse the Lessee for any outstanding costs incurred for load shedding mitigation measures over a period not exceeding six (6) months.
- 14.7 In the event of a national lockdown that significantly limits access to or use of the premises, the parties shall agree on a pro-rata reduction of the monthly rental. Such

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reduction shall remain in effect for the duration of the lockdown restrictions or regulations.

15 LESSOR'S OBLIGATIONS

15.1 The Lessor shall be responsible for the following:

15.1.1 **Rates and Taxes:** Payment of all property rates, taxes, levies, and other regulatory fees imposed on the premises. The Lessor shall provide proof of payment every 6 (six) months.

15.1.2 **Insurance:** Payment of insurance premiums for the premises, including building insurance. The Lessor shall provide proof of payment every 6 (six) months.

15.1.3 **Building Maintenance:** Maintenance and repair of the building's structure, roof, exterior walls, and all systems, installations, and components therein, excluding damage caused by the Lessee. The undertaking of routine maintenance and repair of interior and exterior areas, including painting, cleaning, and window cleaning. The maintenance of landscaping and grounds. The provision of light bulbs and tubes.

15.1.4 **Building Services:** Operation, maintenance, and repair of: Air-conditioning systems, Lifts, Fire Safety equipment, Security Systems, Compliance with Occupational Health and Safety Regulations and Standards. The submission of a detailed maintenance plan within 30 (thirty) days of lease commencement.

15.1.5 **Utility Costs:** Payment of utility costs as outlined in clause 12.

15.1.6 **Compliance with Regulations:** Ensuring continued compliance with all applicable building codes, zoning laws, and other regulations.

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15.2 The Lessor shall complete all outstanding works listed in Annexure C – Capital Improvements Cost List, including construction of the covered walkway to external ablutions and offices, and any additional structural or compliance items identified in the Technical Assessment Report (Annexure D) and the staff site-visit records contained in Annexure E.

15.3 The Lessor shall ensure the premises electrical capacity is upgraded to meet AC and IT load requirements.

16 LESSEE'S OBLIGATIONS

16.1 The Lessee shall be responsible for the following:

16.1.1 **Permitted Use:** To use the premises solely for the purpose specified in clause x.

16.1.2 **Care of Premises:** To take reasonable care of the interior of the premises.

16.1.3 **Security:** Implement reasonable security measures for its employees and assets.

16.1.4 **Nuisance:** Refrain from causing any nuisance, annoyance, or discomfort to any residential neighbors or the public

16.1.5 **Waste Disposal:** Dispose of waste responsibly and avoid accumulation.

16.1.6 **Utilities:** Avoid interfering with the electrical, plumbing, or gas systems.

16.1.7 **Drainage:** Prevent blockages in drains, sewers, and water pipes.

16.1.8 **Compliance:** Comply with all applicable laws, regulations, and by-laws.

16.1.9 **Signage:** Install signage on the exterior of the premises as reasonably required.

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16.1.10 **Insurance Disclosure:** Disclose any activities that may affect the fire insurance policy.

16.1.11 **Housekeeping:** Maintain the interior of the premises, including providing necessary amenities.

16.1.12 **Waste Removal:** Pay for waste removal and sanitation services.

16.1.13 **Utility Payments:** Pay for utility services as invoiced by the Lessor in terms of clause 12.

17 INSURANCE AND INDEMNITIES

17.1 The Lessor shall insure the premises, including buildings and fixtures, at replacement value.

17.2 The lessor shall provide the lessee with a copy of the insurance of the policy before the lease agreement.

17.3 The Lessee shall not engage in any activities that may increase insurance premiums significantly.

17.4 If the Lessee's actions lead to increased premiums, the Lessee shall be liable for the additional cost.

17.5 The Lessor is not liable for damage caused by natural disasters, civil disturbances, or third-party interruptions, unless such damage could have been prevented by the Lessor.

17.6 The Lessor is not liable for accidents, injuries, or damage to the Lessee, its employees, agents, or visitors, unless caused by the Lessor's negligence.

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- 17.7 The Lessee indemnifies the Lessor against all claims, damages, and liabilities arising from the Lessee's use of the premises.

18 FIRE FIGHTING EQUIPMENT AND LIFTS

- 18.1 The Lessor shall install, maintain, and operate fire extinguishing and detection equipment in compliance with the National Building Regulations and Building Standards Act No. 103 of 1977 (NBRBSA) as amended, and any other applicable legislation.
- 18.2 The Lessor shall maintain the lifts and ensure they undergo regular safety inspections in compliance with the Occupational Health and Safety Act No. 85 of 1993 (OHSA), as amended, and any other applicable legislation.
- 18.3 The Lessor shall provide the lessee with quarterly inspection reports for fire safety equipment and lifts.

19 ALTERATIONS AND IMPROVEMENTS

- 19.1 The Lessee shall not make any structural alterations or additions to the premises without the Lessor's prior written consent.
- 19.2 Any such alterations or additions made without consent shall become the property of the Lessor. The Lessor may compensate the Lessee for any value added to the premises due to such alterations or additions, subject to negotiation between the parties.
- 19.3 The Lessee may make non-structural alterations or additions to the interior of the premises without the Lessor's prior written consent. Upon termination of the lease, the Lessee may remove these alterations or additions, restoring the premises to their original condition, fair wear and tear excepted.

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20 DAMAGE TO OR DESTRUCTION OF THE PREMISES

- 20.1 In the event of the premises being destroyed and therefore rendered completely unfit for occupation, this agreement shall be terminated automatically.
- 20.2 In the event of the premises being damaged yet partially suitable for the purposes of the Lessee, either party shall be entitled to terminate this agreement on 30 (thirty) business days' written notice to the other party within 30 (thirty) business days after such destruction or damage.
- 20.3 Should no notice be given in terms of 19.2 above, this agreement shall continue provided that:
- 20.3.1 The Lessor shall be obliged to proceed expeditiously with the work of rebuilding the premises; and
- 20.3.2 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.
- 20.4 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 20 below.

21 DISPUTE RESOLUTION

- 21.1 The parties agree that any dispute arising between them shall first be resolved through negotiation in good faith. One party shall invite the other to a meeting within 14

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(fourteen) days to discuss and resolve the dispute. If negotiation fails within 30 (thirty) days, the dispute shall be referred to the Head of Department for resolution through a special meeting of the Executive/s with the aim to resolve the dispute within 30 (thirty) days.

- 21.2 For the purposes of sub-clause 20.1, the “Executive” means –
- 21.3 in the case of the Lessee, any delegated SMS member of the Department’s Extended Top Management Committee, not exceeding two SMS members; and
- 21.4 in the case of the Lessor, the Chief Executive Officer or Chief Financial Officer or Managing Director and or any delegated senior member of the business entity not exceeding two officials.
- 21.5 If the dispute, whether material or non-material, remains unresolved after the special meeting, either party may elect to initiate the following available options:
- 21.6 **Refer the dispute for mediation:**
- 21.6.1 A mediator shall be appointed within thirty (30) days by the Chief State Law Advisor at the Office of the Premier (OTP) in Bhisho. Such mediator shall hold the rank of a senior manager or a higher rank within the Eastern Cape Provincial Government.
- 21.7 **Refer the dispute for arbitration:**
- 21.7.1 If mediation fails, the dispute shall be resolved through arbitration to be conducted in Bhisho or East London.

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- 21.7.2 The arbitrator shall be a legal practitioner of good standing appointed within 30 (thirty) days by the Provincial Director of the Legal Practice Council, Eastern Cape [East London] and shall be based in the Eastern Cape.
- 21.7.3 The arbitration award shall be final and binding on all parties and may be made an order of the Bhisho High Court to be executed.
- 21.7.4 The parties shall share the costs of arbitrator equally.
- 21.8 **Issue a notice of material breach and litigation:**
- 21.8.1 If negotiation in good faith ultimately fails to resolve the dispute, a party may bypass mediation and arbitration by issuing a written notice to the breaching party, placing the breaching party on terms and requiring the breach to be remedied within 30 (thirty) business days.
- 21.8.2 If the breach is not remedied, the non-breaching party may seek an order for specific performance and/or may seek to terminate and/or may seek to set aside the agreement and/or may seek any competent order allowed in terms of the practice rules of court and/or may seek to claim damages. In this regard, the parties consent and agree to the exclusive jurisdiction of the Bhisho High Court.
- 21.9 Once a Party elects a particular dispute resolution method (i.e. mediation, arbitration, or litigation) after negotiations in good faith have failed to resolve the dispute, it shall be bound by that election and cannot subsequently change its choice nor combine the processes, unless the other party agrees in writing, which refusal can be lawfully withheld.

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22 LESSORS RIGHT OF ENTRY

- 22.1 The Lessor, its representatives, agents, employees, and/or contractors may, at reasonable times and on reasonable notice, enter the premises to conduct inspections, routine maintenance, repairs, replacements, or other lawful works. The Lessor shall exercise this right with due regard for the Lessee's use of the premises and in compliance with the Lessee's security requirements.

23 NAMING RIGHTS

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

24 CESSION, ASSIGNMENT AND SUB-LETTING

- 24.1 The Lessee shall not, except with the prior written consent of the Lessor, which consent shall not be unreasonably withheld:
- 24.1.1 cede or assign any of the rights and obligations of the Lessee under this agreement;
 - 24.1.2 sublet the premises in whole or in part; or
 - 24.1.3 give up possession of the premises or any portion thereof to any third party

25 RIGHT OF FIRST REFUSAL

- 25.1 The Lessor grants the Lessee a right of first refusal to purchase the property.

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- 25.2 If the Lessor intends to sell the property, it shall offer it to the Lessee first on the same terms and conditions as any third-party offer.
- 25.3 The Lessee shall have 60 business days to accept or reject the offer.
- 25.4 If the Lessee rejects the offer or fails to respond within the specified time, the Lessor may sell the property to a third party on terms no more favorable than those offered to the Lessee.
- 25.5 If the Lessee does not exercise its right of first refusal, the property will be sold free of this right.

26 TRANSFER OF OWNERSHIP

- 26.1 The 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.
- 26.2 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.
- 26.3 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.

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27 ECONOMIC EMPOWERMENT, PROPERTY SECTOR TRANSFORMATION AND REPORTING OF CORRUPT ACTIVITIES

- 27.1 The parties confirms that the lease agreement complies with the latest Preferential Procurement Regulations (PPR) of government and that the lease term is appropriate for the Lessor's category of lease tenure.
- 27.2 The Lessor confirms that it has provided the Lessee with the necessary documentation to verify its B-BBEE status and compliance with the latest PPR.
- 27.3 If it is discovered that the Lessor has provided false information or engaged in fronting, the Department reserves the right to terminate the lease agreement immediately and report the matter to the relevant authorities for further investigation.
- 27.4 Neither party shall offer, give, or receive any form of inducement or bribe, directly or indirectly, in connection with this Lease Agreement. Any such conduct may constitute grounds for immediate termination of this agreement.
- 27.5 Should either party become aware of any corrupt practice or irregularity in connection with this Lease Agreement, they shall immediately report such matter to the relevant authorities including but not limited to the Office of the Premier (OTP), the South African Police Services (SAPS), the Hawks, the Special Investigation Unit (S.I.U), Provincial Treasury (PT) and the Speaker of the Eastern Cape Legislature.

28 SPECIAL CONDITIONS

- 28.1 The Lessee shall be permitted early access to the premises upon receipt of the official award letter for the purpose of relocating goods and preparing for occupation. Such

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access shall not constitute commencement of the lease period, and no rental shall be charged for the early access period.

- 28.2 The Lessee acknowledges that a portion of the premises is currently occupied by an existing tenant. The Lessor undertakes to ensure that such shared occupation does not materially interfere with the Lessee's use and enjoyment of the leased premises. The Lessor shall implement reasonable measures to minimize any disruption to the Lessee's operations during the lease term.
- 28.3 The Lessor shall ensure that the premises remain compliant with all applicable health, safety, and building regulations throughout the lease term.
- 28.4 The Lessor shall provide an initial maintenance plan within thirty (30) business days of signing this Agreement and shall attend to any necessary repairs or upkeep during the lease period as reasonably required.
- 28.5 The Lessor shall install and maintain XXXX air-conditioners for the offices and XXX unit for the server room, in accordance with the scope of works forming part of Annexure C and the technical findings recorded in Annexure D.
- 28.6 The Lessor shall ensure continued compliance with all certifications listed in Clause 5 for the full duration of the lease.
- 28.7 In the event of prolonged loadshedding or utility interruptions, the Lessor shall implement reasonable contingency measures, including provision of generators or alternative energy solutions, to ensure continuity of essential services to the premises.
- 28.8 The Lessor shall ensure compliance with all certifications listed in clause 5 above and shall ensure its validity throughout the duration of the lease agreement.

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29 EXTENT OF THIS AGREEMENT

- 29.1 This document constitutes the entire agreement between the Parties. It cancels and replaces all existing agreements, whether written or oral, about any aspect dealt with in this document.
- 29.2 A warranty, promise, representation, or the like not contained in this Agreement, or any amendment to it, does not bind either of the Parties, and no Party will be liable to the other based on it.
- 29.3 Any modification or amendment to this agreement must be in writing and signed by both parties.

30 OBLIGATIONS NOT ENFORCED

- 30.1 If a Party grants any concession or postponement in respect of any obligation under this Agreement, the Party to whom it is granted does not acquire any rights because of it. In particular:
- 30.1.1 the indulging Party may not be prevented from again enforcing the obligation.
- 30.1.2 the concession or postponement does not restrict or alter the obligation.
- 30.1.3 the concession or postponement does not create a new obligation for the indulging Party.
- 30.1.4 the concession or postponement will not be an abandonment of the indulging Party's rights.

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31 SEVERABILITY

- 31.1 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.

32 PROTECTION OF INFORMATION

- 32.1 Parties to this Agreement acknowledge and understand the contents of the Protection of Personal Information Act, 2013 (POPIA) and undertake to fulfil all obligations contained therein, in respect of all information that may come into their possession by virtue of this Agreement.
- 32.2 Both Parties shall comply with all applicable data protection laws, including but not limited to the Protection of Personal Information Act, 2013 (POPIA).
- 32.3 Personal information collected, used, or processed in connection with this Agreement shall be handled in accordance with the terms of this clause and applicable data protection laws.
- 32.4 The Parties shall implement appropriate security measures to protect personal information from unauthorized access, disclosure, or misuse.
- 32.5 Each Party shall be responsible for ensuring that its employees and contractors comply with the terms of this clause.

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- 32.6 Neither Party shall disclose personal information to third parties without the prior written consent of the other Party, unless required by law.
- 32.7 Upon termination of this Agreement, the Parties shall securely destroy or return all personal information in their possession or control.

33 GENERAL

- 33.1 This Agreement does not establish a contractual relationship between the Parties.
- 33.2 This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.
- 33.3 No waiver by either Party of any breach or default hereunder shall be deemed to be a waiver of any subsequent breach or default or a waiver of the provision itself.
- 33.4 Any modification or amendment to this Agreement must be in writing and signed by both Parties.

34 NOTICES AND DOMICILIA

- 34.1 Any written notice in connection with this Agreement may be addressed:

34.1.1 In the case of the Lessee to:

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Physical Address	The Eastern Cape Department of Social Development One Vision Building Mezzanine Floor Circular Drive Bhisho
Postal Address	P/B X 0039, Bisho 5605
Electronic Mail Address	Mzimkhulu.Machemba@ecdsc.gov.za
Marked for the attention of:	Mr. M Machemba

34.1.2 In the case of the Lessor:

Physical Address	
Postal Address	Same as above
Electronic mail address	
Marked for the attention of:	

34.2 The notice will be deemed to have been duly given:

34.2.1 7 (seven) days after posting, if posted by registered post to the Party's address in terms of this sub-clause.

34.2.2 on despatch, if sent to the Party's then fax number or electronic mail address and confirmed by registered letter posted no later than the next Business Day;

unless the addressor is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee.

34.3 However, a written notice or communication received by one Party from the other will be adequate notice or communication to that Party.

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34.4 A Party may change its address for this purpose to another address in the Republic of South Africa, by notice in writing to the other Party.

35 SIGNATORIES [ELECTRONIC OR WRITTEN]

SIGNED at **BHISHO** on this _____ day of _____ 2026.

FOR THE LESSEE (EASTERN CAPE DEPARTMENT OF SOCIAL DEVELOPMENT)

LESSEE		LESSOR	
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MR. M MACHEMBA (DULY AUTHORISED AS THE HEAD OF DEPARTMENT)

WITNESSES:

1. _____
FULL NAMES SIGNATURE

2. _____
FULL NAMES SIGNATURE

SIGNED at **BHISHO** on this _____ day of _____ 2026.

FOR THE LESSOR ((PTY) LTD)

MR/MRS XXXXX. (DULY AUTHORISED AS THE DIRECTOR)

WITNESSES:

1. _____
FULL NAMES SIGNATURE

2. _____
SIGNATURE

LESSEE		LESSOR	
HEAD OF DEPARTMENT		(PTY) LTD	
WITNESS 1		WITNESS 1	
WITNESS 2		WITNESS 2	

FULL NAMES

SIGNATURE

SIGNED at _____ on this _____ day of _____ 2026.

EXAMPLE

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WITNESS 2		WITNESS 2	