

SASSA: 10-25-FASS-KZN

INVITATION TO BID

SASSA: 10-25-FASS-KZN: APPOINTMENT OF SERVICE PROVIDER/S FOR THE ACQUISITION OF OFFICE ACCOMMODATION OF 550.20M² AND 18 PARKING BAYS FOR THE KZN SASSA PIETERMARITZBURG DISTRICT OFFICE WITHIN THE PIETERMARITZBURG CBD AREA FOR A PERIOD OF FIVE (5) YEARS FOR THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) KWA-ZULU NATAL

NO BRIEFING SESSION

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

: SASSA KwaZulu Natal Regional Office
Reception Area (Ground Floor)
No. 1 Bank Street
Pietermaritzburg
3201

PUBLICATION DATE : 12 December 2025
CLOSING DATE : 16 January 2026
TIME : 11:00 am
TECHNICAL ENQUIRIES : Mr R.V Mseleku
CONTACT NUMBER : 033 846 3449
EMAIL ADDRESS : vukam@sassa.gov.za

SUPPLY CHAIN MANAGEMENT ENQUIRIES CAN BE DIRECTED TO:

CONTACT PERSON : Mr L.G Shandu
CONTACT NUMBER : 033 846 9532
EMAIL ADDRESS : LuckyGS@sassa.gov.za

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South African Social Security Agency
Kwazulu-Natal Region

1 Bank Street, Pietermaritzburg 3201
Private Bag x 9146, Pietermaritzburg 3201
Tel: +27 33 846 3300
WWW.SASSA.GOV.ZA

BID ADVERTISEMENT FORM

Bid Description	SASSA: 10-25-FASS-KZN: APPOINTMENT OF SERVICE PROVIDER/S FOR THE ACQUISITION OF OFFICE ACCOMMODATION OF 550.20M² AND 18 PARKING BAYS FOR THE KZN SASSA PIETERMARITZBURG DISTRICT OFFICE WITHIN THE PIETERMARITZBURG CBD AREA FOR A PERIOD OF FIVE (5) YEARS.			
Bid Number	SASSA: 10-25-FASS- KZN			
Name of Institution	South African Social Security Agency			
The place where goods, works or services are required	KZN REGION			
Closing date and time	Date	16 January 2026	Time	11:00 am
Contact details	Postal Address	Private Bag X 9146 Pietermaritzburg 3201		
	Physical Address	No 1 Bank Street Pietermaritzburg 3201		
	Telephone	(033) 846 9532	(033) 846 3449	
	Fax	N/A	N/A	
	E-mail	LuckyGS@sassa.gov.za	Vukam@sassa.gov.za	
	Contact Person	Mr L.G Shandu	Mr R.V Mseleku	
Where bids can be collected	Downloaded from the website: www.sassa.gov.za / www.etenders.gov.za			
Where should bids be delivered	No 1 Bank Street Pietermaritzburg 3201 Ground Floor, Tender Box			
Category	General (FASS)			
Sector	Public			
Region	KZN			
Compulsory Briefing Session/ site visit	NO BREIFING SESSION			

DESCRIPTION		REQUIRED AT	ADVERT No.	CLOSING DATE
SASSA: 10-25-FASS-KZN: APPOINTMENT OF SERVICE PROVIDER/S FOR THE ACQUISITION OF OFFICE ACCOMMODATION OF 550.20M ² AND 18 PARKING BAYS FOR THE KZN SASSA PIETERMARITZBURG DISTRICT OFFICE WITHIN THE PIETERMARITZBURG CBD AREA FOR A PERIOD OF FIVE (5) YEARS FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) KWA-ZULU NATAL				
NO BRIEFING SESSION			SASSA: 10-25-FASS- KZN	16 January 2026
VENUE AND PHYSICAL ADDRESS	DATE AND TIME			
N/A	N/A			

NB: Documents are to be downloaded from the website: www.sassa.gov.za / www.etenders.gov.za

ENQUIRIES

Enquiries may be directed to Manager SCM: Mr L.G Shandu at (033 846 9532) and or Manager FASS: Mr R.V Mseleku (033 846 3449) during office hours (Monday to Friday) 08H00 to 16:00

BIDS SUBMISSION

Bid documents must be deposited in the tender Box situated on Ground Floor of SASSA Offices, No 1 Bank Street, Pietermaritzburg, 3201. Bid documents submitted by electronic mail, facsimile or other similar apparatus will not be accepted for consideration. Bidders should ensure that their bids are delivered in due date and time. Any bid documents received after the closing date and time will not be accepted.

Advert placement date: 12 December 2025

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA: 10-25-FASS-KZN	CLOSING DATE:	16 January 2026	CLOSING TIME:	11:00
APPOINTMENT OF SERVICE PROVIDER/S FOR THE ACQUISITION OF OFFICE ACCOMMODATION OF 550.20M² AND 18 PARKING BAYS FOR THE KZN SASSA PIETERMARITZBURG DISTRICT OFFICE WITHIN THE PIETERMARITZBURG CBD AREA FOR A PERIOD OF FIVE (5) YEARS.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr L.G Shandu		CONTACT PERSON	Mr R.V Mseleku	
TELEPHONE NUMBER	033 846 9532		TELEPHONE NUMBER	033 846 3449	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	LuckyGS@sassa.gov.za		E-MAIL ADDRESS	Vukam@sassa.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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 IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....



sassa
SOUTH AFRICAN SOCIAL SECURITY AGENCY

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of bidder..... Bid number **SASSA: 09-25-FASS-KZN**

Closing Time: **11:00 AM**

Date: **16 January 2026**

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
.....	.....	.....	R.....
-	Required by:	.....
-	At:	.....
-	Brand and model	.....
-	Country of origin	.....
-	Does offer comply with specification?		*YES/NO
-	If not to specification, indicate deviation(s)	.....
-	Period required for delivery	.....	*Delivery: Firm/not firm
-	Delivery basis (all delivery costs must be included in the bid price)	.....

STANDARD BIDDING DOCUMENT (SBD) 4

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 and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2** Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

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

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

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



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STANDARD BIDDING DOCUMENT (SBD) A

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

2.2.1 If so, furnish particulars:

.....

.....

.....

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

.....

.....

.....

3. DECLARATION

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

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for

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

STANDARD BIDDING DOCUMENT (SBD) 4
investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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.

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:

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

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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership		20		
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership		18		
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership		16		
B-BBEE Status Level 1 - 2 contributor		14		
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership		12		
B-BBEE Status Level 3 - 4 contributor		8		
B-BBEE Status Level 5 - 8 contributor		4		
Others (Non-Compliant)		0		
Note: In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points.				

Returnable documents to claim points		Please tick below for the attached document
1	B-BBEE Certificate	
2	Sworn Affidavit (EME or QSE)	
3	CSD registration number	

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:

.....

.....

.....

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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6.	Patent rights
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8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and documents
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15.	Warranty
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18.	Contract amendments
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties
23.	Termination for default
24.	Dumping and countervailing duties
25.	Force Majeure
26.	Termination for insolvency
27.	Settlement of disputes
28.	Limitation of liability
29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties
33.	National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

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

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

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

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| 2. Application | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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 in the SCC.

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> |

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.



**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE ACQUISITION OF OFFICE
ACCOMMODATION OF 550.20M² AND 18 PARKING BAYS FOR THE SASSA
PIETERMARITZBURG DISTRICT OFFICE FOR A PERIOD OF FIVE (5) YEARS WITHIN
PIETERMARITZBURG AREA**

ACRONYMS

B-BBEE	:	Broad Based Black Economic Empowerment
BTU	:	British thermal unit (Air Conditioning)
CIDB	:	Construction Industry Development Board
CIPC	:	Companies and Intellectual Property Commission
CIPRO	:	Companies and Intellectual Property Registration Office
COC	:	Certificate of Compliance Certificate
COIDA	:	Compensation for Occupational Injuries and Disease Act
CPI	:	Consumer Price Index
EME	:	Emerging Micro Enterprise
GCC	:	General Conditions of Contract
KZN	:	Kwa-Zulu Natal
OHS	:	Occupational Health and Safety Act
SABS	:	South African Bureau of Standards
SANAS	:	South African National Accreditation System
SANS	:	South African National Standards
SASSA	:	South African Social Security Agency
SAPOA	:	South African Property Owners Association
SBD	:	Standard Bidding Documents
SCC	:	Special Conditions of Contract
SDL	:	Skills Development Levy
SMME	:	Small Micro Medium Enterprise
STATSSA	:	Statistics South Africa
VAT	:	Value Added Tax

1. INTRODUCTION AND BACKGROUND

- 1.1. The South African Social Security Agency (SASSA) was established in terms of Section 2 of the South African Social Security Agency Act, 2004 (Act No.9 of 2004). SASSA is a schedule 3A statutory body in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999, as amended), which is responsible for the management, administration and payment of social assistance grants.
- 1.2. The vision for SASSA is to be a leader in the delivery of social security services. In order for SASSA to realize its objectives, amongst others, is the provision of reasonable and suitable accommodation to conduct its activities.

2. DURATION

- 2.1. The required office accommodation is going to be for a period of five (5) years from the date of occupation.

3. PROJECT OBJECTIVES

- 3.1 SASSA seeks to enter into a lease agreement with a competent and reputable landlord which has knowledge and experience in the provision of office accommodation to government entity/department.

4. PROJECT SCOPE

- 4.1. The service provider is required to provide office accommodation space preferable on the ground floor of 550.20 m² and 18 parking bays, broken down as follows:
 - 4.1.1 Total rentable area for office accommodation on ground floor = 550.20 m²
 - 4.1.2 Covered car parking bays within the site = 10 bays
 - 4.1.3 Undercover or covered car parking bays allocated for people living with disabilities = 2 bays
 - 4.1.4 Open parking for 6 bays

5. Office Accommodation for SASSA Staff

✓	The service provider is expected to provide office accommodation for SASSA staff and public.
✓	Office space and facility maintenance – refer to scope of requirements Annexure A (5 pages) for office space.
✓	The office space must comply with Occupational Health and Safety requirements. The bidders are expected to attach a plan on how the office space will be refurbished/created to meet SASSA requirements within a period of eight (8) months. The timelines must also be clearly outlined.

5.1 FLOOR PLAN LAYOUT

- 5.1.1 The service provider would have to make the office space compliant to SASSA's office layout needs for the office. It is a requirement that the proposed layout for the building tendered be submitted, as well as project plans showing how the service provider will meet the Four (4) months deadline including the provision of alternative energy supply and back up water supply suitable for the operations of the office.

5.1.2 SASSA's interior guideline is herewith attached as **Annexure B (14 pages)**. which will be used for tenant installation purposes.

6. CONTRACT MANAGEMENT RESPONSIBILITIES SASSA shall:

- 6.1. Provide the successful service provider with reasonable information relating to services required as well as SASSA's approved Office Layout model, policies relevant to office accommodation.
- 6.2. Grant the successful service provider's appointee access to SASSA's premises for design ideas.
- 6.3. Conduct regular compliance inspections in line with the Occupational Health and Safety, Security Requirements and all relevant Regulations.
- 6.4. Comply with the contract and Operational SLA provisions.

The Service Provider shall:

- 6.5. Provide compliant office accommodation (**as per bid specifications**) for the period of the validity of the contract.
- 6.6. Conduct business in a courteous and professional manner.
- 6.7. Provide the necessary documentation as requested prior to the awarding of the contract.
- 6.8. Comply with all contract and Operational SLA provisions.

7. BID CONDITIONS OF CONTRACT:

- 7.1 The only or lowest offer will not necessarily be accepted, SASSA is the sole adjudicator of the suitability of the accommodation for the purposes for which it is required. The Agency's decision in this regard will be final.
- 7.2 The successful bidder(s) shall enter into an agreement with SASSA.
- 7.3 It is a requirement that the accommodation offered, including all equipment and installations, must comply with the National Building Regulations and requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.
An occupancy certificate to this effect must be issued before occupation.
- 7.4 Drawings/Architects' plan of the accommodation offered must be submitted to SASSA. In this regard it is a prerequisite that bidders should do a preliminary planning on the floor plans in accordance with the norm document and SASSA's Approved Office Layout Model.
- 7.5 Lettable areas have to be determined in accordance with the South African Property Owners Association (SAPOA) method for measuring floor areas in office buildings.
- 7.6 The commencement date from which rental will be payable, or the lease shall begin is subject to the approval of SASSA.
- 7.7 The lease agreement and payment will commence from the date of occupancy. Rental will be adjusted on a yearly basis thereafter in accordance with an agreed upon escalation rate starting at the beginning of the second year.
- 7.8 The bid form must not be retyped or redrafted, but photocopies may be used. Additional offers may be made but only on photocopies of the original documents or on other forms requisitioned.

- 7.9 Additional offers are regarded as separate bids and must be treated as such by the bidder. The inclusion of various offers as part of a single submission in one envelope is not allowed. Additional offers must be submitted under separate cover.
- 7.10 The successful bidder will be responsible for the cost of alterations necessary to adapt the offered accommodation to the specific needs of SASSA in accordance with the norm document and/or specified and minimum requirements.
- 7.11 SASSA reserves the right to invite bidders that progressed to the functional evaluation phase to present their proposals to the relevant Bid Evaluation Committee.
- 7.12 SASSA will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.
- 7.13 The bidder must have an existing building which should be ready for occupation within Four (4) months after bid award.
- 7.14 SASSA reserves the right to conduct reference checks and site inspections.
- 7.15 The bidder must submit the funded maintenance plan over the lease period
- 7.16 The bidder must submit a detailed price structure. The pricing must be strictly done in line with the prescribed template **Annexures C (4 pages)**. The price must be inclusive of VAT (if applicable). If the price is not firm for the duration of the contract, this must be indicated clearly in the price template.
- 7.17 SASSA reserves the right to award the bid in whole or partially.
- 7.18 SASSA reserves the right to cancel the bid, should it be required to do so, at any time
- 7.19 Failure to comply with the above –mentioned conditions may invalidate a bid.

8. Special Conditions (Mandatory Requirements):

- 8.1 The bidder's proposals must include the requirements outlined herein, failure to do so will result in the **DISQUALIFICATION**.

DESCRIPTION	Bidders must provide substantiation in all instances where there is indication of compliance or non-compliance, bidders must indicate with (YES/NO)	
MANDATORY REQUIREMENTS NB: All copies must be certified, and certification should not be older than six (6) months.	Comply (Yes)	Comply (No)
1. PROPERTY OWNERSHIP If the bidder is not the owner, proof of property ownership, proof of agreements/mandate between the owner(s) and the property management company, registered and practicing as such. Compliance requirement: •Certified copy of the Title deed if owner is directly bidding or •If acting on behalf of the owner attach both certified copies of the title deed and power of attorney/ signed mandate letter or •Signed deed of sale agreement by both the buyer and seller supported by the title deed or •Signed lease agreements permitting sub-letting.		
2. MUNICIPALITY SERVICES Provide Three (3) months latest statements issued by local municipality confirming that the account status on all municipal rates/levies/tax, water and electricity payments are updated and current.		
3. INSURANCE Proof of valid insurance/letter of intent (supported by a quotation from the insurer) to insure the proposed building (Property/Building Insurance).		
4. FLOOR PLAN LAYOUT Submission of floor plans or layouts should clearly indicate the required square meters and number of parking bays as per the requirements.		

Failure to submit the required documents will lead to disqualification:

2. EVALUATION CRITERIA

Bids will be evaluated in terms of the below-mentioned criteria:

The bid will be evaluated in Two (2) stages as outlined below:

Stage One:

Phase 1: Special Conditions (Mandatory Requirements)

Phase 2: Functionality Criteria

Stage Two:

Phase 1: Administrative Compliance

Phase 2: Price And Preference Points System (80/20)

Stage One:

Phase 1: Special Conditions (Mandatory Requirements)

Below are mandatory required documents which must be submitted with the bid document and only bidders that have submitted all the documents will proceed to the next phase of evaluation.

Failure to submit the required documents will lead to disqualification:

DESCRIPTION	Bidders must provide substantiation in all instances where there is indication of compliance or non-compliance, bidders must indicate with (YES/NO)	
MANDATORY REQUIREMENTS NB: All copies must be certified, and certification should not be older than six (6) months.	Comply (Yes)	Comply (No)
3. PROPERTY OWNERSHIP If the bidder is not the owner, proof of property ownership, proof of agreements/mandate between the owner(s) and the property management company, registered and practicing as such. Compliance requirement: •Certified copy of the Title deed if owner is directly bidding or •If acting on behalf of the owner attach both certified copies of the title deed and power of attorney/ signed mandate letter or •Signed deed of sale agreement by both the buyer and seller supported by the title deed or •Signed lease agreements permitting sub-letting		
4. MUNICIPALITY SERVICES Provide Three (3) months latest statements issued by local municipality confirming that the account status on all municipal rates/levies/tax, water and electricity payments are updated and current.		
5. INSURANCE Proof of valid insurance/letter of intent (supported by a quotation from the insurer) to insure the proposed building (Property/Building Insurance).		
6. FLOOR PLAN LAYOUT Submission of floor plans or layouts should clearly indicate the required square meters and number of parking bays as per the requirements.		

STAGE ONE-PHASE 2: FUNCTIONALITY CRITERIA:

Bidders must score a minimum of 70 points on functionality. Bidders who score less than 70 points for functionality shall be disqualified and shall not be subjected to further evaluation

The functionality evaluation will be conducted using the weighted average method. The table below contains details of the evaluation criterion and the weights of each Functional Requirements component. Criteria below will be evaluated according to the following values: 1 = Poor 2 = Average 3 = Good 4 = Very Good 5 = Excellent		
Functionality Criteria		Weighting
<u>Accessibility (Inspection to Be Conducted)</u> Property to be close to major routes and amenities within 7km from Pietermaritzburg CBD Meet entrance and exit requirements (Ingress/Egress) Property on the ground floor Property to meet requirements for people living with disabilities (compliant ramps, lifts, etc.) <ul style="list-style-type: none"> All four of the above 5 Three of the above 4 Two of the above 3 One of the above 2 None of the above 1 		30
<u>Proposed Building Location</u> The proposed building is located in a radius of 7km from Pietermaritzburg CBD as per address provided by bidder: <ul style="list-style-type: none"> Within 0m - 7km from Pietermaritzburg CBD 5 Above 8km - 11km of Pietermaritzburg CBD 4 Above 12km - 15km of Pietermaritzburg CBD 3 Above 16km - 19km of Pietermaritzburg CBD 2 > 19km From Pietermaritzburg CBD 1 		25
<u>Building Condition (Inspection to Be Conducted)</u> <ul style="list-style-type: none"> Building in good condition, (requiring minor renovations) to suit SASSA needs within eight months 5 Building in a fair condition, (requiring minor renovations) to suit SASSA needs within nine months 4 Building in poor condition, (requiring major renovations) to suit SASSA needs within ten months. 3 Building available beyond ten months 2 No building in existence (to the constructed) 1 		10
<u>Maintenance Plan</u> Bidder to submit the maintenance schedule for planned and unplanned maintenance for all equipment and services (Internal and External) <ul style="list-style-type: none"> Detailed funded maintenance plan submitted 5 Detailed unfunded maintenance plan submitted 4 Detailed maintenance plan submitted 3 Vague maintenance plan submitted 2 No maintenance plan submitted 1 		10
<u>Parking (Inspection to be conducted)</u> <ul style="list-style-type: none"> Above 17 parking bays within the site as per requirements 5 Only 12-17 parking bays within the site as per requirements 4 Only 6-11 parking bays within the site as per requirements 3 Only 0-5 parking bays within the site as per requirements 2 If all parking bays are provided but none on site 1 		10
<u>Capacity to Deliver</u> Provide at least Four (4) duly signed copies of leases that are not more than Fifteen (15) years old which confirm that the bidder has provided a commercial leasing service. SASSA reserves the right to verify the authenticity of leases provided by the bidder: <ul style="list-style-type: none"> Four (4) or more duly signed copies of leases 5 Three (3) duly signed copies of leases 4 Two (2) duly signed copies of leases 3 One (1) duly signed copy of leases 2 No evidence submitted 1 		5

<p>The functionality evaluation will be conducted using the weighted average method. The table below contains details of the evaluation criterion and the weights of each Functional Requirements component. Criteria below will be evaluated according to the following values: 1 = Poor 2 = Average 3 = Good 4 = Very Good 5 = Excellent</p>	
Functionality Criteria	Weighting
<p>Back-up Water System and back-up power system: The bidder to provide a plan on how to get alternative power/back-up power to the leased building equivalent to one from the grid and alternative water system equivalent to one from the municipality ready within eight months from date of award. The plan must be realistic.</p> <p>The proposed office space has back-up water source and back-up power; generator or solar power source provided to the leased building equivalent to one from the grid and water equivalent to one from the municipality.</p> <p style="text-align: right;">10</p> <p>No back-up water source and back-up power, generator or solar power source provided to the leased building equivalent to one from the grid and water equivalent to one from the municipality.</p> <p style="text-align: right;">0</p>	10
Total	100 points

Bids will be evaluated in terms of the below-mentioned criteria:

Stage Two for Bid Evaluation

Phase 1: Administrative compliance

Bidders must ensure that they complete, and sign documents as indicated below, and the documents must be submitted as part of the bid document by the closing date and time.

Please note that failure to submit the following documents and/or proof may lead to disqualification:

Administrative Compliance requirements
Tax compliant status (Tax Pin Letter/CSD MAAA)
Proof of Registration on the Central Supplier Database (CSD) with National Treasury (CSD Registration Report)
Certified copy of original Identity Document of each director as per (CIPC) (certified within 6 months). (A copy of a certified copy will not be accepted).
<p>Fully completed and signed Standard Bidding Document Forms (SBDs).</p> <ul style="list-style-type: none"> • SBD 1 • SBD 3.1 • SBD 4 • SBD 6.1
Compliance with all the Acts, Regulations and By-Laws Governing the Built Environmental Certificate Annexure D (1 page).

Stage Two:

Phase 2: Price and preference points system (80/20)

Bidders will be evaluated on Price and Preference Points System and B-BBEE Status Level of Contribution.

Price and Preference Points	100
Price	80
BBBEE Status Level of Contribution (specific goal)	20

Points awarded for B-BBEE Status Level of Contribution (specific goal)

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:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1-2 contributor with at least 51% black women ownership	20	
B-BBEE Status Level 3-4 contributor with at least 51% women ownership	18	
B-BBEE Status Level 1-2 contributor with at least 51% black youth or disable ownership	16	
B-BBEE Status Level 1-2 contributor	14	
B-BBEE Status Level 3-8 contributor with at least 51% youth or disable ownership	12	
B-BBEE Status Level 3-4 contributor	8	
B-BBEE Status Level 5-8 contributor	4	
Others (Non-Compliant)	0	

Returnable documents to claim points		Please tick below for the attached document
1	B-BBEE Certificate	
2	Sworn Affidavit (EME or QSE)	
3	CSD registration number	

NB: Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Sworn Affidavit signed by Emerging Micro Enterprise (EME) representative and attested by the Commissioner of Oaths, or CIPC BBBEE Certificate.

Failure to submit a certificate from accredited verification agency or sworn affidavit or CIPC BBBEE Certificate substantiating the BBBEE status level of contribution or is a non-compliant contributor, such bidder shall score 0 points out of the allocated maximum points for B-BBEE.

(Functionality Values).

10. PRICING

- 10.1 Prices must be VAT inclusive only for the prospective service providers that are registered as VAT Vendors with SARS. If you are not a registered VAT vendor, the prices should exclude the VAT amount.
- 10.2 All overhead costs should be included in the bid price.

11. JOINT VENTURE AND CONSORTIUM

- 11.1 Where a joint venture or consortium are formed, a copy of the joint venture or consortium agreement must be attached.
- 11.2 Companies will be individually required to comply with administrative compliance requirements (Companies must submit individual or separate CSD Reports, Tax Pin Letter)
- 11.3 In the event of a Joint venture and Consortium, a Joint venture / Consortium must submit a consolidated B-BBEE Status Level Contributor in the name of a Joint Venture and not for individual bidders/companies.

12. SITE BRIEFING SESSION:

There will be no Site Briefing for this Tender.

ANNEXURE A

SCOPE OF REQUIREMENTS LEASE OF OFFICE ACCOMMODATION

SCOPE OF REQUIREMENTS

LEASE of OFFICE ACCOMMODATION

Interested property owners/agents who own buildings in existence of office accommodation are invited to submit an offer.

Description
<p>The tender must be accompanied by a sketch plan that indicates.</p> <p>(i) A layout plan which meets the client's need in terms of the approved space and norms. (<i>The sketch plan must be functional; the sketch plan may be redefined at a later stage at the landlord's cost</i>).</p> <ol style="list-style-type: none"> The floor area of rooms/offices must be indicated on the plan. The minimum floor to ceiling height must be 2400mm <i>unless otherwise specified by the lessee</i>. <i>The sketch plan must be based on the current town planning zoning of the existing premises, municipal regulation (fire, parking, etc.) and National Building Regulations SANS10400.</i>
Confirmation of the rentable area (issued by a registered person), as per SAPOA method of calculating rentable space.
Total rentable area on office accommodation ground floor = 550.20 m ²
<p>Covered car parking bays within the site = 10 bays</p> <p>Undercover or covered car parking bays allocated for people living with disabilities = 2 bays</p> <p>Open parking for 6 bays</p>
The zoning certificate from the local municipality for the tendered building must be provided.
Proof of ownership / sale agreement for the tendered building to be provided.
The entire building must be paraplegic friendly and fully accessible to both staff/personnel and clientele / public, taking note of attached service counters and cashier desk detail specifications and comply with SANS 10400-part S.
The building must be accessible through public transport and must be within the Pietermaritzburg CBD area
Comply with SASSA Corporate Interior Guidelines. Annexure B (25 pages) .
Provide professional team for planning and execution of tenant installation and /or construction at the bidders account
<p>The following applicable certifications together with the Local Authority approved tenant installation drawings to be provided prior to the occupation of the building and comply with SANS 10400 requirements including Occupational Health and Safety Act No 85 of 1993 with Regulations:</p> <ol style="list-style-type: none"> Area certificate. Electrical compliance certificate. An occupational certificate by the Local Authority. <p>Air-conditioning Certificate with regards to air velocity/fresh air, etc. (if applicable)</p>
<p>GENERAL</p> <p>In terms of an appropriate layout the following will be considered:</p> <ol style="list-style-type: none"> The provision of natural light and natural ventilation throughout the building will be an advantage. Buildings deep in floor plans should be provided with light wells, atriums, etc. to promote natural light and ventilation into the building. Ideally buildings should not be deeper in floor plan than 2 offices on either side of a passage. The offices must be provided with adequate operable windows. Buildings must be designed to eliminate "sick building syndrome" Internal offices without natural lighting must be fitted with viewing panels Allow for 2-hour fire rated doors in server and security surveillance rooms. Install solid door and security locks in cashier and security surveillance control rooms, including inaccessible ceilings

- (viii) The proposed accommodation must be secured. Access to the lease premises must be controlled for SASSA.
- (ix) To avoid traffic jams, ingress and egress into sites must be of 2-way driveways or controllable.
- (x) The floor to ceiling heights must be indicated by a section through the building. Specific client's requirements must be considered in this regard, e.g., raised Judges' podium with appropriate floor to ceiling heights

ELECTRICAL REQUIREMENTS

- The passages must have a 4 x 4 socket outlet every 15 meter in length, mounted flush on the wall
- All other rooms must have a least one single socket outlet
- Staff Kitchen must have two double socket outlets
- Lighting at Reception to have a minimum 500lux
- Lighting in offices to have a minimum 300lux
- Lighting in Passages to have a minimum 300lux
- Lighting in Rest Rooms to have a minimum 100lux
- Lighting in Stores to have a minimum 200lux
- Lighting in Parking Area to have a minimum 75lux
- All exit areas and stairways must have light fittings with a min. of 75lux
- Each office /room to have a separate light switch and motion sensor
- External lighting must be controlled by a photocell
- Each floor there must be a lockable distribution board with all circuits labelled **(if applicable)**
- In the event we have different clients per building/per floor then each distribution board must be metered
- All dedicated socket outlets must be wired via an emergency power supply
- Installation of emergency power supply must comply with the Local Municipality Standards
- Supply and install an isolator per installation of split- air conditioner
- The main (electrical) incoming supply must be metered, and this room must be well-ventilated and lockable
- The load factors must be taken into account in the electrical installation
- The entire electrical wiring must comply to the SANS 0412 regulation
- All user manuals must be handed over to the agency representative.
- The entire installation and lighting must be energy compliant. Use energy efficient equipment, fittings and applications and comply with SANS 10400 Part A, A6
- A Certificate of Compliance must be issued on completion of the electrical installation
- Allow for emergency backup for all dedicated socket outlets and critical equipment's.

MECHANICAL REQUIREMENTS

Air Conditioning

- (i) All rentable office spaces shall be provided with an adequate supply of conditioned air taking into consideration particularly with respect to altitude, ambient temperatures and atmospheric conditions, insuring a safe, health and hygienic working environment.
- (ii) The Air Conditioning shall generally be in accordance with SABS 1125-1977, SABS 0400 and Standard specifications.
- (iii) Design shall be energy efficient and use "Green" refrigerant gas, such as, R410a or approved alternative.
- (iv) The Air Conditioning Plant and equipment shall be regularly maintained, serviced and kept in full working condition. A maintenance register shall be kept of all servicing & repairs undertaken on the units.
- (v) Server Room to have 2x 100% Capacity wall mounted split units for IT protection of server.

Fire Automatic Detection (If applicable) (1) All office spaces shall be provided with Smoke and Fire Detection devices, installed in accordance with National Fire Regulations. The systems shall be regularly maintained, serviced and tested annually in accordance with National Fire Regulations.		
Fire Protection Equipment – where applicable (1) The entire rentable area shall be provided with Fire Extinguishers and Hose Reels which shall be regularly maintained, serviced and tested annually in accordance with the National Fire regulations. (2) A register of all the fire protection Equipment shall be kept and made available for inspection purposes and should be installed by South African Qualification & Certification Committee (SAQCC) compliant service provider.		
Fire Sprinkler Automatic System (1) The entire rentable space shall be provided with a fully automatic sprinkler system. This shall be regularly maintained, serviced and tested in accordance with the National Fire Regulations. Note: The control systems, water pumps etc. shall all be on alternative backup power supply and should be installed by SAQCC service provider.		
Lift – Passenger (Express) (1) A fully operational and regularly maintained, high speed passenger lift shall provide access to the rentable areas. (2) The lift shall be duly registered with the department of labour, be fully maintained in full working condition and have a complete service record for the past five (5) years with a registered lift company. (3) A Service Record Book containing the details of all repairs, servicing and testing undertaken shall be kept in the lift Plant room and be available for inspection purposes. (4) The lift must be blind and paraplegic friendly and be fully accessible. (5) The Car shall be capable of carrying at least a loading of 1200 kg. Unless otherwise specified by the Lessee.		
Ventilation (Forced) (1) The entire rentable area shall be provided with an adequate volume of fresh air. In the event that natural ventilation is insufficient, then mechanical ventilation shall be in accordance with the National Building Regulations.		
Name of owner /dully Authorised representative	Signature	Date

APPOINTMENT OF SERVICE PROVIDER(S) FOR THE ACQUISITION OF OFFICE ACCOMMODATION OF 550.20M² AND 18 PARKING BAYS FOR THE SASSA PIETERMARITZBURG DISTRICT OFFICE FOR A PERIOD OF FIVE (5) YEARS WITHIN PIETERMARITZBURG AREA

ESTIMATED SPACE REQUIREMENTS FOR LEASING OF BUILDINGS							
1	PROJECT PARTICULARS						
	PROJECT :	LEASING: REQUEST TO PROCURE OFFICE ACCOMMODATION FOR THE SASSA: KWAZULU-NATAL REGIONAL OFFICE					
	LEASE PERIOD:	5 YEARS					
2	WORKSPACE						
	DESCRIPTION OF ROOM	NUMBER	SPATIAL RE-QUIREMENTS	ASSIGNABLE SQUARE METER	NORM	REMARKS	
		FTE'S					
	TECHNICAL & MANAGEMENT				8-16m2		
	POST 2 (13)	1	14	14	14	WORKSPACE ASSIGNED	
	POST 3 (11/12) (OPEN PLAN)	9	12	108	12	WORKSPACE ASSIGNED	
	POST 3 (11/12) (OFFICE)	2	12	24	12	EXECUTIVE SUPPORT - CONFIDENTIALITY	
	POST 5 (7/8) (OPEN PLAN)	1	8	8	8	WORKSPACE ASSIGNED (OPEN OFFICE)	
	ADMINISTRATION				6-8m2		
	POST 1 (5/6) (OPEN PLAN)	14	6	84	8	WORKSPACE ASSIGNED / OPEN OFFICE	
	POST 1 (5/6) (OFFICE)	2	6	12	8	EXECUTIVE SUPPORT - CONFIDENTIALITY	
	TOTAL NET WORKINGSPACE (LESS CLEANERS)	29	-	250	-	<12m2	
	3	SUPPORT SPACE PER WORKSPACE AREA					
	3.1	SUPPORT SPACE PER WORKSPACE AREA: A					
KITCHEN / TEA ROOM		1	6.00	6		KITCHEN ASSETS ARE PLACED	
BOARDROOM		1	52.20	52		FOR PURPOSE OF STAFF MEETINGS	
PHOTOCOPY ROOM		1	6.00	6		NETWORK PHOTOCOPY MACHINE PLACEMENT	
GENERAL STORE		1	8.00	8			
REGISTRY		1	16.00	16		FILES BATCHED TO BE DELIVERED TO RMC	
STRONG ROOM		1	12.00	12		USED FOR PHASE VALUE DOCUMENTS SUCH AS SRD VOUCHER BOOKS, DEBT RECOVERY, DEPOSIT BOOKS, RECEIPT BOOK.	
STORE ROOM		2	8.00	16		STATIONERY	
ICT SERVER ROOM		1	8.00	8		ICT ROOM	
SECURITY GUARD ROOM		1	8.00	8		SECURITY	
FIRST AID ROOM		1	6.00	6			
TOILET FEMALE		2		-		ABLUTION FACILITY (INCL UNDER CORE SPACE)	
TOILETS MALE		2		-		ABLUTION FACILITY (INCL UNDER CORE SPACE)	
STAFF PARAPLEGIC		2		-		ABLUTION FACILITY (INCL UNDER CORE SPACE)	
CLEANER'S ROOM		2	6.00	12		CHANGE ROOM FOR CLEANER'S	
TOTAL NET SUPPORT SPACE A		19	-	150	>60%	60.1%	
NOTE: THIS GUIDE ONLY APPLIES TO TYPICAL OFFICE BLOCKS. EXCEPTIONS RELATING TO THE FUNCTION OF THE FACILITY MAY RESULT IN A PERCENTAGE ABOVE 60%. PLEASE NOTE IF THIS IS THE CASE					EG. IF THE OFFICE IS A BRANCH OFFICE, THE NUMBER OF STAFF IS LIMITED. FUNCTIONAL SPACE WILL HAVE TO BE ALLOWED, AND THIS WILL INCREASE THE RATIO		
3.2		PARKING SPACE: SUPPORT SPACE B					
		OPEN PARKING	6				
		GARAGES	5				
	COVERED PARKING	5					
	PARAPLEGIC PARKING	2					
	TOTAL NUMBER OF PARKING SPACES	18					
4	CORE SPACE PER WORKSPACE AREA						
	ORGANISATION SUPPORT		60%	Max		50 TO 80 % OF WORK SPACE (SHOULD A HIGHER PERCENTAGE THAN 60% BE REQUIRED, A FULL MOTIVATION IS TO BE PROVIDED)	
	CIRCULATION , TECHNICAL SUPPORT , FACILITIES MANAGEMENT AND ABLUTIONS ACC. SANS 10400	-	-	150.00		PROVIDE 1m2 PER CLEANER. MIN 8m2 PER REST ROOM WITH LOCKERS. PROVIDE ONE 6m2 CLEANER STORE ROOM PER 1350m2	
5	LETTABLE AREA	-	-	550.20	-		



South African Social Security Agency
Corporate Interior Guidelines

sassa
SOUTH AFRICAN SOCIAL SECURITY AGENCY

Annexure B

SASSA INTERIOR GUIDELINES FINISH



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

CORPORATE INTERIOR GUIDELINES

[*paying the right social grant, to the right person,
at the right time and place. NJALO!*]

USE OF COLOUR FORMAT



Wherever possible the corporate signature should appear in full colour if not in black. We are a bright and colourful organisation and our logo represents that in full splendour. Therefore we would like to flaunt our dynamism at all times, and therefore we would like to use our full colour logo at most times. Note that the full colour logo is to be used on a white background only. In situations where we are faced with a colour background, we then use the Sassa logo reversed white out of our colour palette only.



South African Social Security Agency
Corporate Interior Guidelines

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SOUTH AFRICAN SOCIAL SECURITY AGENCY

OFFICE INTERIOR



In portraying a professional image, it is important that we create a work environment that exudes confidence and productivity. A warm environment that consists of simple clean lines is essential. Our overall straw colour, Pantone 458C allows for accessories to be in our vibrant primary palette thus tastefully lifting the look and feel of the environment without making it look tacky.



SHOP FRONTS

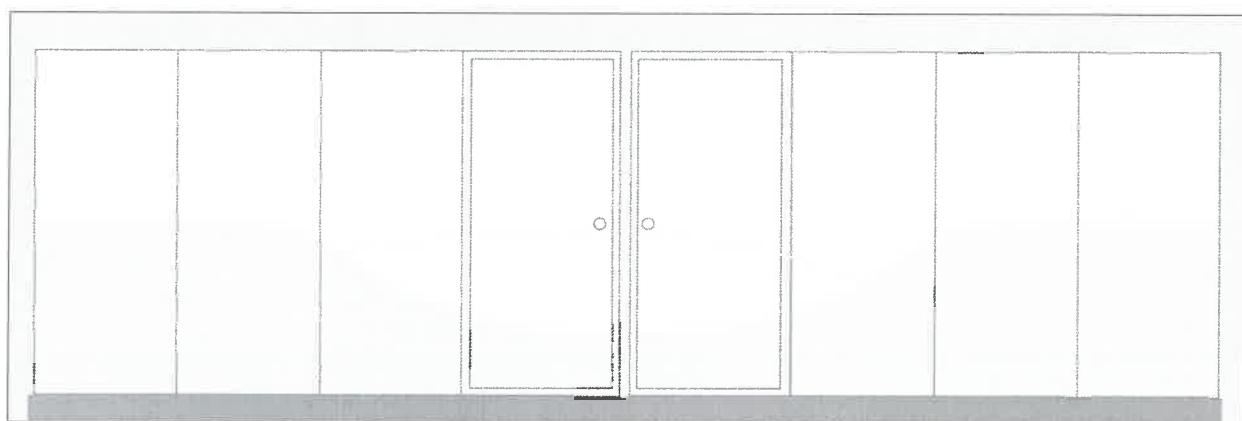
FRONT ELEVATION



The shopfront illustrated is just an example of a typical corporate identity application and serves as a guideline. The Aluminium frame work of new shopfronts to be powder coated to match C3-7. If shop fronts are existing, it may remain in the natural aluminium or other colour. The fascia must however be in the corporate colours as indicated above with decals of the logo and our secondary curve graphic as indicated on the glass.

GLASS BOARDROOMS

FRONT ELEVATION



This is an example of how our secondary curve graphic works as a decal onto glass to give individuals within the boardroom a bit of privacy while still maintaining the open plan concept through the use of glass boardrooms. The decal is a frosted decal which is laminated onto the glass surface. The criss cross lines of our graphic accentuate the concept of flowing movement, creating the notion of a dynamic environment.



CARPETS

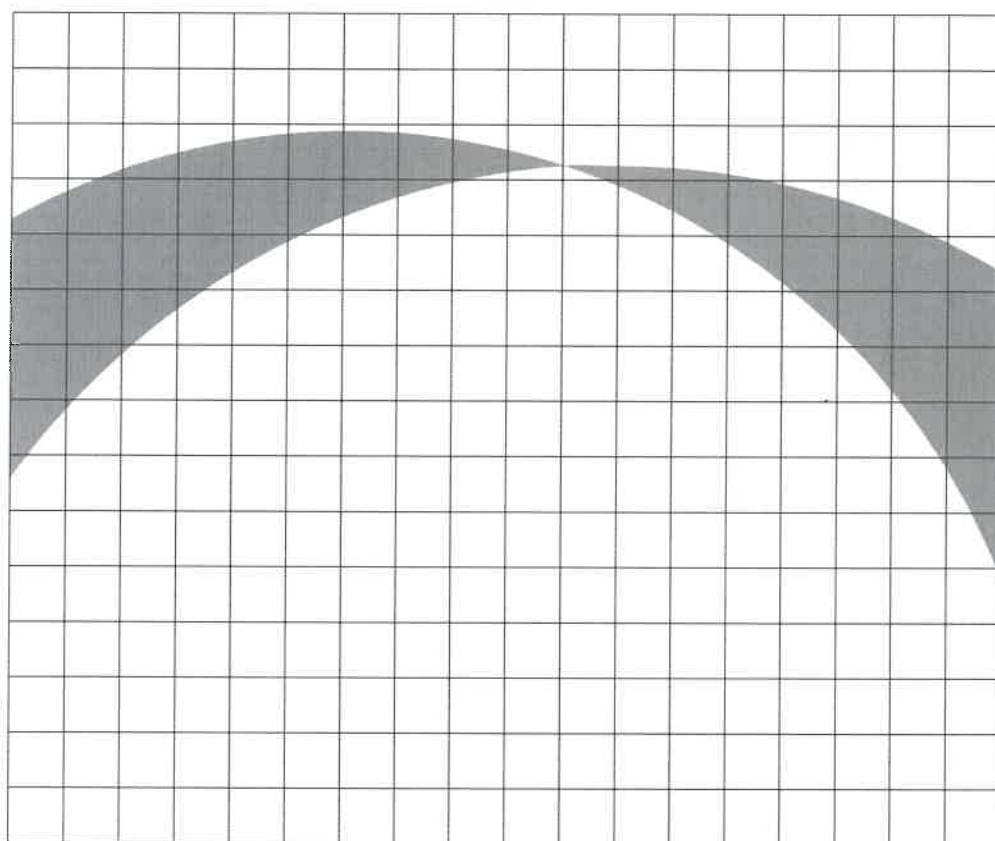


All offices to be carpeted with 500 x 500 x 6.5mm Belgotex Red Oxide Berber Point 920 tiles. The colour of the carpet tiles has been chosen to *obscure* any dirt that may collect, while at the same time being very hard-working and durable. They are to be utilised in high volume area, especially reception areas.



FLOOR PATTERN

PUBLIC AREAS



Transit 8 x 8 (Mushroom) and/or a colour tile that is closest to our Pantone 458 C general floor tiles. The tile are placed in high volume area where our clientele frequent our premises. They are both durable and easy to clean. You will note that our flowing curve devise is used creatively to enhance the space provided.



FLOORS

TOILETS



All toilets are to be tiled with 300 x 300 x 2,5 Marleyflex Beige (Match Pantone 458C)

Other approved flexible floor tiles to be laid in strict accordance with the Manufacturer's instructions. This types of tiles are designed for use in the toilet and kitchen areas. They are easy to clean and sanitary, making them perfect for areas where germs may be lurking. They must also match the floor tile of the various areas. Tiles are a very important part of our internal décor. Beige and dark brown tiles are placed on the wall and combine for a dramatic contrast in toilet or kitchen areas.

SKIRTINGS



75mm Natural anodised aluminium skirting to Dery-wall partition of 75mm Maple skirting painted with high gloss enamel paint, colour C 3-7. Timber skirting, which is visible to our customers, has a very important role to play in the overall design ambience. Thus the skirting has been designed both in maple, to match the counters and desks, and incorporates an aluminium runner to match the overall stainless steel look. It has also been designed specifically for the frontline areas.

No skirting to toilets.

CEILING



Ceilings can either be plastered concrete or gypsum plaster-board or suspended ceilings. All plastered or board ceilings to be painted with white PVA paint. Suspended ceilings are always designed at a height of 2.7 m from the finished floor which is a mandatory standard for all branches. Note: Deviation to a lower height of 2.4 m (absolute minimum) may only be considered in extreme circumstances.



South African Social Security Agency
Corporate Interior Guidelines

sassa
SOUTH AFRICAN SOCIAL SECURITY AGENCY

WALLS



**Plascon
Rice Paper
VEL 45**



**Micatex
Kalahari
BBO 3110**

All interior walls are to be painted with Plascon Rice Paper VEL 45. All exterior walls are to be painted with Micatex Kalahari BBO 3110.



DOORS



All doors are to be 0.813 x 2032 x 44mm flush laminated doors hung in standard steel door linings and fitted with two mortice locks with satin chrome plated handles. Steel door linings to be painted high gloss enamel paint C3-7. Doors to be painted eggshell enamel paint B20-7



LIGHTING



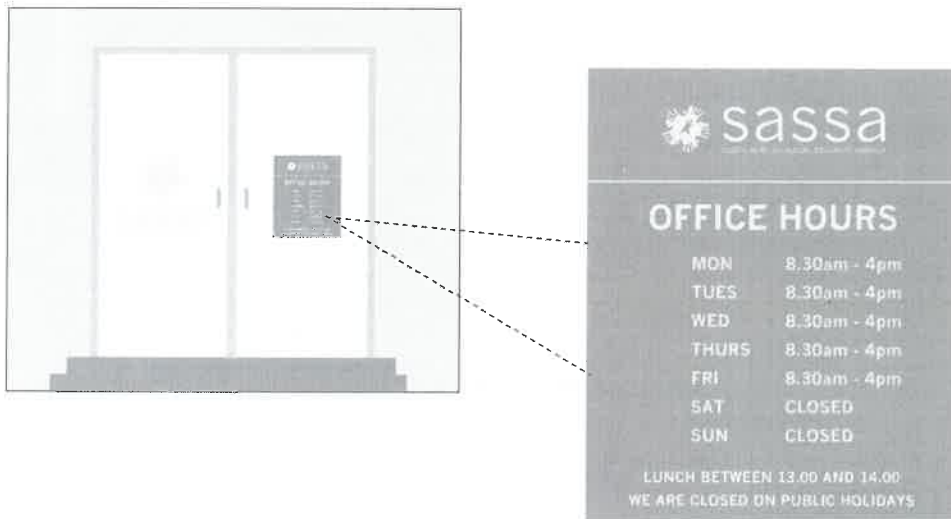
Lighting intensity to be a minimum 300 Lux on offices and 500 Lux in public areas. To underside of ceiling fit 1 200 flush recessed fluorescent light fittings with prismatic acrylic cover.

PROJECTING SIGNS



Wall projecting signs typically appear in prominent positions where they can be seen by members of the public. They also carry directional arrows and content that informs visitors and staff. Wall projecting signs are situated at right angles to the mounting surface.

BUSINESS HOURS DECALS



The business hours decal appears on the entrance doors.

INDICATORS



A list of approved suppliers are available from the Department Head Office.

Annexure C

Price Template

Bidder's Initials.....

BID OFFER – OFFICE ACCOMODATION

Bid no:		Closing Date:	
Advertising date		Validity period:	90 Days

1. ACCOMMODATION PARTICULARS

Name of building	
Area of building	
Market value of building	
Municipal valuation of building	
Gross floor area of accommodation	m ²
Date of accommodation may be occupied	
Commencement date of lease	
Lease period	
Option period	

2. RENTALS (OFFICES)

	Offices
Lettable Area	m ²
Rate per square metre (excl VAT)	R /m ²
Rental per month	R
VAT per month	R
Total per month	R
Escalation Rate	%

3. RENTALS (PARKING)

	Amount	Number of Parking bays
Parking bays - covered each	R each	
Parking bays - open each	R each	
Rental per month	R	
Total per month	R	R
Operating costs (provide details on what costs entail)	R /m ²	
VAT	R /m ²	
Total	R /m ²	
Escalation Rate for OPS if applicable	%	
Alteration cost for Lessor (Tenant Installation allowance)	R	

Bidder's Initials.....

ALL-INCLUSIVE COST-TO-COMPANY GROSS RENTAL (VAT INCLUSIVE), WHICH COMPRISES THE FOLLOWING:					
DESCRIPTION	YEAR 1 COST (12months)	YEAR 2 COST (12months)	YEAR 3 COST (12months)	YEAR 4 COST (12months)	YEAR 5 COST (12months)
Annual Basic Rental for full area (Incl VAT)					
Annual Basic Rental for parking bays (Incl VAT)					
Office space and Parking Bays Grand Total (Including 15% VAT and escalations):			R		
Grand Total for Office space and Parking Bays + Operating costs (if applicable) Including 15% VAT and escalations			R		
TOTAL TENDED AMOUNT					

RESPONSIBILITIES

Note: SASSA is not prepared to accept responsibility for services or costs involved as per the grey areas (indicate where applicable)

1. Services		SASSA	LESSOR	Estimated cost per month
• Water consumption				
• Electricity consumption				
• Sanitary services				
• Refuse removal				
• Domestic cleaning services				
• Consumable Supplies				
2. Maintenance		SASSA	LESSOR	Estimated cost per month
• Internal maintenance				
• External maintenance				
• Garden (if applicable)				
• Air-conditioning				
• Lifts				
• Floor covering: Normal wear				
3. Rates and Insurance		SASSA	LESSOR	Estimated cost per month
• Municipal rates and Increases				
• Insurance & increases				
• SASRIA Insurance +Increase				
4. Other Responsibilities		SASSA	LESSOR	Estimated cost per month
• Contract Costs				
• Stamp Duty				
• Firefighting equipment				
• Cost of alterations				
5. Back-up system		SASSA	LESSOR	Estimated cost per month
• Back-up power				
• Back-up water				

Bidder's Initials.....

Note: SASSA is not prepared to accept responsibility for services or costs involved as per the grey areas (indicate where applicable)

Does the building comply with the National Building Regulations?		Yes <input type="checkbox"/> No <input type="checkbox"/>
NATIONAL BUILDING REGULATIONS:		
Electricity Compliance Certificate		Yes <input type="checkbox"/> No <input type="checkbox"/>
Fire Regulation		Yes <input type="checkbox"/> No <input type="checkbox"/>
Accessibility Regulation		Yes <input type="checkbox"/> No <input type="checkbox"/>
Health and Safety Regulation		Yes <input type="checkbox"/> No <input type="checkbox"/>
Name of owner /dully Authorised representative	Signature	Date

TENANT INSTALLATION OR TENANT INSTALLATION ALLOWANCE		
Space Planning and interior design inclusive of research, detailing, drawings and revisions allowances		
Tenant installation allowance for SASSA fit out		
TOTAL	R	
Name of owner /dully Authorized representative	Signature	Date

Bidder's Initials.....

Annexure D

COMPLIANCE WITH ALL THE ACTS, REGULATIONS AND BY LAWS GOVERNING THE BUILT ENVIRONMENT CERTIFICATE

Bidder's Initials.....

COMPLIANCE WITH ALL THE ACTS, REGULATIONS AND BY-LAWS GOVERNING THE BUILT ENVIRONMENT CERTIFICATE

Bid no:		Closing Date:	
Advertising date		Validity period:	90 Days

COMPLIANCE WITH ALL THE ACTS, REGULATIONS AND BY-LAWS GOVERNING THE BUILT ENVIRONMENT CERTIFICATE.

I _____ -duly authorised to represent _____ (the bidders name) acknowledge that I as _____ shall ensure that _____ (description of the property in question) complies in every respect with the requirements of the following Acts, Regulations and By-laws

- (3) Occupational Health and Safety Act, 1992 (Act 85 of 1993)
- (4) The National Building Regulations and Building standards Act, 1977 (Act 103 of 1977)
- (5) The Municipal by-laws and any special requirements of the local supply authority
- (6) The local fire regulation, to guarantee/ensure the health and safety of all SASSA employees occupying this/these premises and the public visiting the premises for business or any other business

I, furthermore, agree to advise SASSA immediately in writing of any reason I am unable to perform in terms of this agreement and to apply necessary corrective measures.

Name of owner /Dully Authorised representative	Signature	Date

1.

Witness

Name of witness	Signature	Date
Name of witness	Signature	Date

Bidder's Initials.....

Annexure E

DRAFT LEASE CONTRACT FOR SASSA

Bidder's Initials.....

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LEASE AGREEMENT

ENTERED INTO BETWEEN:

SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA)

(An Agency established in terms of section 2 of the South African Social Security Act, 2004 (Act 9 of 2004). Herein represented by XXXXXXXXXXXXXXXXXXXX in her capacity as the Regional Executive Manager KZN and duly authorised thereto.

(Herein referred to as the "Lessee")

And

XXXXXXX

Registration No. XXXXXXXXXXXX A Company incorporated in terms of the Companies Act, 2008 (Act 71 of 2008). Herein represented by aXXXXXXXXXXXXXXXXXer in his capacity as the Director, being duly authorised thereto

(Herein referred to as the "Lessor")

(Jointly referred to as the "Parties")

Bidder's Initials.....

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1. PREAMBLE

- 1.1 Whereas: the Lessor is the owner of the Premises described in the Schedule hereto;
- 1.2 And Whereas: Lessee is desirous of hiring or leasing the Premises from the Lessor.
- 1.3 Now therefore: the Parties have reached an agreement of lease, which agreement is contained herein.

2. DEFINITIONS AND INTERPRETATION

2.1 Definition

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

"Agreement"	the agreement set out in this document including the Schedules; Premises attached hereto;
"Adjustment date"	the last day of the period, mentioned in Schedule 1 on which the escalation rate comes into Operation;
"Business day"	any day other than Saturday, Sunday, or any official public holiday within the Republic of South Africa and "Business day" shall have a corresponding meaning;
"Commencement date"	means the XXXXXXXX 2025, notwithstanding the date of signature hereof and "effective date" shall have corresponding meaning;
"Commencement rental"	the monthly rental payable in respect of the first 12 months of the lease;
"Escalation rate"	the percentage mentioned in Schedule 1, which adjusts the rental on every adjustment date;
"Expenses"	those disbursements in respect of the premises which are occasioned by the ownership or the operation thereof, which include, <i>inter alia</i> , but not limited to, assessment rates, municipal levies, air-conditioning, lift maintenance, insurance premiums and so forth, which are incurred by the Lessee or Lessor;
"Initial period"	means the period of 12 (twelve) months from the Commencement date;
"Maintenance"	everything which is required to be done in order to enable the Lessee to return the Premises to the Lessor on the Termination date in the condition they were in at the Commencement date, fair wear and tear excepted. This includes the cleaning of the

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Premises, general daily upkeep, such as the replacement of electric bulbs and washers for taps, the repair of locks and so forth;

"Personal Information" means the definition ascribed to it in the Protection of Personal Information Act, 2013 (Act No.4 of 2013) and for purposes of this Agreement is limited to the Personal Information Processed by either Party for the purpose of meeting its respective obligations as set out in the Agreement;

"POPIA" means the Protection of Personal Information Act, 2013(Act No.4 of 2013) (as amended)

"Premises" the structure and land known by the name as set out in Schedule 1 and situated on the property set out in Schedule 1; and "Building" or "Property" shall have the corresponding meaning;

"Pro rata share" means, if applicable, the ratio which the leasable floor area of the leased premises bears to the total leasable floor area of the building. In order to derive the aforesaid ratio, the leasable floor areas of the leased premises and of the building respectively shall be determined by using the SAPOA Method of Measuring Floor Areas in Commercial Buildings;

"Repairs" everything which is required to be done in order to achieve the same goal as that envisaged in the definition of "Maintenance", but which requires more labour and more expense than maintenance, such as the replacement of cables, taps, locks, floor tiles; means total or partial damage to the foundation, walls and roof structure of the building not occasioned by normal wear and tear during the life of the building;

"Termination date" the date stipulated in Schedule 1 on which the lease terminates; and

"The Common areas" shall, if applicable, include the foyers, malls, arcades, passages, parking areas, entrances, exits, loading docks, ramps, landscape areas, interior and exterior stairways, toilets, and all other amenities provided by the Lessor for general use in common by the Lessees in the building and their servants, employees, customers and invitees in or about the building or property.

2.2 Interpretation

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- 2.2.1 In this Agreement, unless clearly inconsistent with or otherwise indicated by the context –
- 2.2.2.1 any reference to the singular includes the plural and vice versa;
- 2.2.2.2 any reference to natural persons includes legal persons and vice versa; and
- 2.2.2 Where appropriate, meanings ascribed to define words and expectations in 2.1 above shall impose substantive obligations on the Parties.
- 2.2.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 2.2.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation clause.
- 2.2.5 If any period is referred to in this Agreement by way of reference to a number of days, the days shall 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 day shall be the next succeeding business day.
- 2.2.6 If reference is made in this Agreement to any other document for the purpose of defining words and/or phrases used in this Agreement, the applicable definition or description in such document shall be read and interpreted in terms of this Agreement as if specifically incorporated herein.
- 2.2.7 In the event that there is a conflict between the provisions of the Schedules and this Agreement, the provisions of this Agreement shall, except where the contrary is provided for in this Agreement, take precedence.
- 2.2.8 This Agreement shall be governed by, construed and interpreted in accordance with the law of the Republic of South Africa.

3. THE LEASE

- 3.1. The Lessor hereby leases the Premises to the Lessee who hires the Premises on the terms and conditions of this Agreement, which incorporates the Schedules hereto.

4. THE DURATION

- 4.1. Notwithstanding the date of signature hereof, this Agreement shall subsist for a period of one year from the Commencement date being the 1 January 2025 and shall terminate on the Termination date being XXXXXXXXXXXXXXXX.
- 4.2. Should the Lessee not vacate the Premises on the Termination date, the Agreement shall remain in full force and effect on a month to month basis with each party having the right to terminate the agreement with the giving of 30 (thirty) days written notice.
- 4.3. Any dispute between the Parties as to whether the Premises are available for beneficial occupation shall be referred for determination to an architect in the private practise nominated and agreed to by the Parties in writing and the report

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of such architect, who shall act as an expert and not as an arbitrator, shall be final and binding on the Parties.

5. RENEWAL

- 5.1. The Lessee has an option to extend the lease for the Renewal period.
- 5.2. The Lessee shall have the option to renew this Agreement for a further period to be determined and agreed to by the Parties
- 5.3. The Lessee must give the Lessor at least 3 (three) months prior to the expiry of the Initial period, a written notice of the intention to renew the lease and on condition that the Lessee is not in breach of any term or condition of this Lease on the date of exercising of this option to renew.

6. THE RENTAL

- 6.1. The total payable rental shall be the sum for the period 1 January 2025 to XXXXXXXXXXXXXXX, which shall be R811,440.00 (Eight hundred and Eleven Thousand, Four Hundred and Forty Rand only VAT Inclusive made up as follows:
 - 6.1.1. R67,620.00(Sixty Seven Thousand, Six Hundred and Twenty Rand Only) in respect of monthly basic rental;
 - 6.1.2. The Lease commences with the Commencement rental. Thereafter the rental shall escalate each year by a mutually agreed percentage if lease extended.
 - 6.1.3. Escalation shall take place per annum on each anniversary of this Lease, calculated on and effective from each anniversary of this Lease and on the rental of the month immediately following such anniversary.
- 6.2. The rental shall be payable from the Commencement date monthly in advance on or before the first day of each month into the Lessor's bank account.
- 6.3. The Lessee shall pay the rental amount to the Lessor within 30 (thirty) working days from the date of receipt of the Lessor's invoice. The payment will be effected in Rands and by direct transfer into the Lessor's bank account.
- 6.4. No interest will be paid by the lessee should the rental not be paid after the expiration of 30 (thirty) working days from the date of receipt of the invoice.
- 6.5. The Parties agree that all rentals payable in terms of this Agreement are inclusive of value-added tax where such tax is payable. The Lessor shall specify such tax for record and tax- purposes separately from the basic rental.
- 6.6. The Lessee shall be liable to pay sewerage and refuse removal in respect of the premises to the concerned authority or Lessor, as well as any and all increases thereof, as well as be liable for and pay strictly on the due date thereof, for all electricity and water consumed on the premises. The Lessee shall supply the Lessor with monthly proof that it has paid for all such electricity and water consumed, where applicable. Should the Lessee fail either to pay for such electricity and water consumed strictly on due date or fail to supply such proof

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monthly to the Lessor, this will be a material breach of this Lease and entitle the Lessor to immediately act on the terms of Clause 19 below.

- 6.7. the Lessee's pro rata share of value added tax or any other form of tax, charge or levy imposed by the State or any regional, local or other competent authority on the rental or any other amount payable by the Lessee to the Lessor, in terms hereof, provided that if it shall be or shall become unlawful for the Lessor to recover any portion of any such tax, charge or levy, from the Lessee, the Lessee shall pay to the Lessor, as additional rental, an amount equal to the Lessee's pro rata share of any such tax, charge or levy.
- 6.8. The Lessor shall be liable for all assessment rates and fixed municipal levies including all related increases thereto.

7. USE OF PREMISES

- 7.1. The Lessee records that he will use the Premises for the purpose of office accommodation and all activities related to the rendering of social security (social assistance) services and for no other purpose, except with the written consent of the Lessor, which consent shall not be withheld unreasonably.

7.2. The Lessee shall not:

- 7.2.1. change or interfere with the electrical or other lighting and heating installations in the leased Premises or any air-conditioning equipment or appliances therein, without the prior written consent of the Lessor and shall ensure that the electricity supply is not overloaded at any time during the currency of this Agreement;
- 7.2.2. cause or permit any nuisance to emanate from the leased Premises, or to cause or permit any disturbance to the other Lessees in the buildings or occupiers of neighbouring premises;
- 7.2.3. remove, alienate or sell any goods, furniture or stock-in-trade in the leased Premises, except in the ordinary course of its business;
- 7.2.4. bring into or place any safe or other heavy machinery or equipment in the leased Premises or the building without the Lessor's prior written consent which the Lessor may in its discretion give on such conditions as it may determine
- 7.2.5. have any claim or right of action against the Lessor for abatement of rental damages, loss or otherwise, by reason of any interruption in the supply of water, electricity, heating, lift or any other service or amenity to the building;
- 7.2.6. store or leave or permit the storage of any goods, furniture, cartons, boxes or equipment on the pavement outside the entrance or in the entrance hall, passage, lifts or on the landings of the building; and
- 7.2.7. make any alterations, additions or improvements to the interior or exterior of the leased premises or building, whether structural or otherwise, without the Lessor's prior written consent.

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- 7.3. Security of and control of access to the Premises shall be the responsibility of the Lessee. However, the Lessee shall appoint a full-time (24/7) on-site security to secure, monitor and control access for the benefit of the Lessee
- 7.4. The Lessee shall ensure that the Lessee and the Lessee's invitees comply with all rules laid down from time to time by the Lessor for the use of the communal amenities and services, should this be applicable.
- 7.5. The Lessee, at its cost: -
- 7.5.1. shall be entitled from time to time to erect in the leased Premises such fixtures and fittings as may be required or necessary for the carrying on of the Lessee's permitted business therein, which shall be in keeping with the general finish of the building provided that:-
- 7.5.1.1. the Lessor's prior written consent has been obtained which consent shall not be unreasonably withheld;
- 7.5.1.2. all such fixtures and fittings erected by the Lessee in the leased Premises shall be removed by the Lessee upon the expiration or earlier termination of this Lease
- 7.5.1.3. any damage caused to the leased Premises as a result of any such removal shall be made good by the Lessee, at the Lessee's expense;
- 7.5.2. The Lessee shall not be entitled to withhold or delay payment of any monies owing by the Lessee to the Lessor in terms of this Lease, by reason of the leased Premises or any part thereof being in or falling into a defective condition or a state of disrepair, or for any other reason whatsoever. Should the Lessee effect repairs, it will recoup such cost from the Lessor;
- 7.5.3. The Lessee undertakes to make timeous application for any licences and any renewals thereof necessary for the conduct of its permitted business in the leased Premises and to proceed with any such applications without delay;
- 7.5.4. The Lessor shall be responsible for the repair of any structural defects, which may occur in the structure of the Premises, not caused by any act or omission of the Lessee. Such obligation of the Lessor is confined to any structural defect to the floor, walls or roof of the Premises only.

8. OCCUPATION OF THE PREMISES

- 8.1. The Lessor warrants that:
- 8.1.1. the Lessee shall have the right to free and undisturbed possession of the Premises from the Commencement date until Termination date; subject thereto that any delay in taking possession due to actions of the Lessee, shall not be regarded as a delay on the part of the Lessor;

9. LESSOR'S ACCESS

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The Lessor shall be entitled: -

- 9.1. at any time during the currency of this Agreement, to effect any such repairs, alterations, improvements or additions to the leased Premises, Building or Property as are required by any competent authority or which the Lessor is required to do in terms of this lease or which the Lessor may in its discretion decide to carry out. For any such purpose it shall be entitled to erect scaffolding, hoarding or other building equipment anywhere in or about of the building as also such devices as may be required by law or which the Lessor or the Lessor's architect may determine to be reasonably necessary for the protection of any person against injury arising out of the building operations. The Lessor or any agents shall further be entitled to such right of access to leased Premises as may reasonably be necessary for the aforesaid purpose. The Lessee shall have no claim against the Lessor for compensation, damages or otherwise, by reason of any interference with its tenancy or its beneficial occupation of the leased Premises occasioned by any such building works. Notwithstanding the aforesaid,
- 9.2. the Lessor undertakes:-
 - 9.2.1. not to unnecessarily interfere with the carrying on of the Lessee's business in the leased Premises during the carrying out of such building works, and
 - 9.2.2. to carry out the building works as quickly as possible in the circumstances;
- 9.3. to inspect the leased premises for any purpose whatsoever at all reasonable times by prior arrangement.
- 9.4. The Lessor shall not be obliged at any time to clean the windows of the leased Premises whether from hoists suspended from the outside of the building for the purpose, or otherwise;
- 9.5. to show the inside of the leased premises to prospective Lessees or purchasers of the leased Premises or the property, or prospective purchasers of the share capital of the Lessor, at all reasonable times;
- 9.6. to exercise exclusive control and management in respect of the common areas, if applicable. It is recorded that if the Lessor has made rules and regulations governing the relationship between Lessees of the Building in regard to the common areas, the Lessee acknowledges that it shall make itself aware thereof immediately after signing this lease. These rules and regulations govern each class of Lessee on an equal basis. The Lessee undertakes to observe the rules and regulations and to give due consideration to the use and enjoyment of the Building by other Lessees, customers and employees, if applicable. The Lessor shall, in its sole discretion, have the right to vary or add to the rules and regulations from time to time;
- 9.7. to affix and show on the windows of the leased Premises or elsewhere thereon "TO LET" notices during the period of 3 (Three) months immediately preceding the expiration of this Agreement and during such period any incoming Lessee shall be entitled to exhibit on the windows or doors of the leased Premises any

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recover the costs thus incurred by way of set-off against the rental. A certificate by the Lessee of such expenses shall be *prima facie* proof thereof.

- 10.1.6 On the Termination date the Lessee shall comply with his obligations, if any, with regard to the user-installations referred to in 10.1.1 as well as his obligations with regard to fixtures as defined in 11.1. Inasmuch as the obligation regarding the maintenance and operation of the air-conditioning system rests with the Lessor, the Lessee has no obligations in this regard. For the rest, the Lessee shall comply with his obligations in respect of maintenance as defined in 11.1 so that the Lessee at the Termination date returns the Premises to the Lessor in the condition the Premises were in at the Commencement date, fair wear and tear excepted.

11. FIXTURES:

- 11.1. The Parties agree that for the purposes of the interpretation of this clause and of this lease, fixtures shall refer to movable or immovable fittings installed by the Lessee and required for his purposes, such as computer cables, telephone systems and fire detection equipment. The Lessee shall be entitled, at his expense and with the written consent of the Lessor, which consent shall not be unreasonably withheld, to install fixtures (which shall remain the property of the Lessee) on the Premises provided that, at the termination of this lease -

- fixtures may be removed by the Lessee on condition that the Premises are restored before the Termination date to the condition in which they were before the installation of the fixtures, fair wear and tear excepted;
- the Lessor may demand that fixtures which have not been thus removed, shall be removed by the Lessee, in which event the same requirements regarding the restoration of the Premises shall apply;
- the Lessee shall not be entitled to compensation for fixtures which are not removed.

12. ADVERTISING AND SIGNS:

- 12.1. The Lessee shall not be entitled to affix, paint, erect, install or display any advertising or other signs (including neon signs) on the windows, doors, exterior or roof of the leased premises or the building, without the Lessor's prior written consent. When applying for such consent the Lessee shall submit to the Lessor, in duplicate, plans drawn to scale of each sign or advertisement together with all relevant information relating thereto including, inter alia, details of the size and depth of letters to be used, the materials to be used, and the method of manufacture, illumination and attachment to, or suspension from, the leased premises or the building. The Lessor shall have the right to refuse such consent, should the Lessor deem in its sole discretion that any aspect of the sign or

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notice that may be required in connection with any application for any licence to carry on business in the leased Premises.

- 9.8. after giving 3 (THREE) MONTHS' written notice to the Lessee at any time during the currency of this Agreement, to change the name of the building, in its sole and absolute discretion and the Lessee shall have no claim against the Lessor for compensation or otherwise, by reason of such change of name;
- 9.9. to locate service mains and the other facilities within the leased Premises when required in terms of any by-law or regulation or required in the opinion of the Lessor's architect. Service mains will be located so as to cause minimum interference with the Lessee and will be as non-intrusive in appearance, as possible. These facilities include but are not necessarily limited to drains, water supply, sewerage-lines, steam and condensate pipes, condenser cooling water pipes, electric power circuits, telephone circuits, pump stations, electric panel boards, sanitary vents and exhaust ducts.

10. CONDITION OF THE PREMISES AT THE COMMENCEMENT DATE AND AT THE TERMINATION DATE:

- 10.1. The Lessee acknowledge that he/she has inspected the Premises, is satisfied therewith and leases same voetsstoets, subject to the following:
- 10.1.1. Schedule 2 contains details of the user-installations, if any, to be made by the Lessor. Schedule 2 also contains the obligations, if any, of the Lessee with regard to the removal thereof at the Termination date.
- 10.1.2. The Parties agree that they shall, one month after taking occupation of the Premises by the Lessee, jointly conduct an inspection of the Premises to ascertain any existing damages or defect in the Premises and record them in a list which the Parties shall sign.
- 10.1.3. Should the Lessee, when occupying the Premises, discover that any of the keys, locks, doors, windows, washbasins, taps, sanitary conveniences, sewerage or other pipes, electrical equipment or other appliances or equipment on the Premises are not in good working order, The Lessee shall within 7 (seven) working days of taking occupation advise the Lessor in writing of such defects. The Lessor shall within 30 (thirty) days after receipt of such notice repair the defect(s).
- 10.1.4. If the Lessee has not notified the Lessor as aforesaid, it shall irrebuttably be deemed to have acknowledged that the leased premises were received in good order and condition and the Lessee shall have no claim against the Lessor for any defect which may subsequently be found therein.
- 10.1.5. Should the Lessor fail to comply with his obligations in respect of user-installations, if any, or fail to repair the defects of which notice was given in terms of 10.1.3, the Lessee shall notify the Lessor in writing of such failure and unless the Lessor so complies within 30 (thirty) days, the Lessee shall be entitled to repair the defects at his own expense and to

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- 13.4. The Lessee shall, at its own cost, keep the leased premises in a clean and sanitary condition;
- 13.5. The Lessee shall not use the leased Premises for any purpose other than for office space without the Lessor's prior written consent. The Lessee shall specifically not hold or permit the holding of sales by public auction in or upon the leased Premises without the Lessor's prior written consent.
- 13.6. The Lessee shall:
- 13.6.1. replace or repair all fixtures and fittings, appliances, including geysers, doors, door handles, locks, keys, entrances and windows in or serving the leased premises and on the expiration or earlier termination of this agreement shall deliver the leased premises to the Lessor in the same good order and condition as existed at the commencement date;
- 13.6.2. prevent any blockage of sewerage or water pipes or drains in the leased premises and shall remove at its costs any obstruction or blockage in any sewer, water pipe or drain serving the leased premises;
- 13.6.3. replace where necessary all fluorescent bulbs, starters, ballasts and incandescent bulbs used in the leased premises and shall be responsible at its own costs to maintain all lights in the leased premises in proper working and clean condition;
- 13.6.4. except for normal fixturing purposes, not drive or permit to be driven into the walls, or ceiling of the leased premises or the building any nails, screws or other instruments, nor do or permit anything to be done that may damage the walls or ceilings or any other portion of the leased premises or the building;
- 13.6.5. maintain all glass, both internal and external, window panels and shop fronts contained in the leased premises, and shall be obliged at its expense to replace any such glass, window panels or shop fronts as may be damaged. Replacement of damaged glass shall comply with the safety regulations as specified by the Department of Trade and Industries or any competent authority;
- 13.6.6. maintain in good order and condition any carpeting which may be supplied by the Lessor in the leased premises, and shall, on the expiration or earlier termination of this Agreement, deliver such carpeting to the Lessor in the same good order and condition as existed at the commencement date, fair wear and tear alone excepted. It is specifically recorded that, for the purpose of the clause "Fair wear and tear" shall not apply to usage of the carpets other than for pedestrian traffic and shall not release the Lessee of its obligations to clean the carpets at regular intervals;
- 13.6.7. at the expiration or earlier termination of this agreement return the keys of the leased premises, which the Lessee acknowledges that he received from the Lessor on his signing of this lease, failing which the Lessee shall pay the Lessor the cost of making duplicate keys;
- 13.6.8. at the expiration or earlier termination of this Agreement, and in the event the Lessee fails to restore the leased premises to the Lessor in the same

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advertisement is not in keeping with the Lessor's signage requirements or with the general scope or aesthetics of the building, the Lessor shall not unreasonably or unduly withhold consent. In the event of such consent being granted, then the Lessee:

- 12.1.1. The Lessee shall keep and maintain any such signs in good, clean and proper working order and condition and comply with the requirements of any competent authority pertaining to such signs. Should the Lessee fail to do so, the Lessor shall be entitled, after giving the Lessee 7 (seven) days written notice, to attend to the signs in such manner as the Lessor deems necessary and to recover the costs of so doing from the Lessee on demand;
- 12.1.2. The Lessee hereby indemnifies the Lessor against all claims of whatsoever nature made against the Lessor as a result of the installation, erection or operation of such signs.

12.2. The Lessee shall, by not later than the expiry or earlier termination of this Agreement, remove all signs affixed, painted, placed, displayed, erected or installed by it and make good at its own cost any damage caused as a result of such removal. Should the Lessee fail to remove all signs or make good any such damage, the Lessor shall be entitled to do so and to recover the costs thereof from the Lessee on demand.

12.3. The Lessee shall not affix any posters, placards or notices to the external windows, doors or walls of the leased premises or the building, without the Lessor's prior written consent.

13. MAINTENANCE AND REPAIRS:

- 13.1. For the purposes of the interpretation of this clause and of the lease, the Parties agree that the words in the heading bear meanings assigned to them as stipulated in clause 2 above (the definition clause).
- 13.2. Unless agreed to the contrary and then recorded herein, the Lessee and the Lessor are respectively liable for the responsibilities as set out in Schedule 3 hereto.
- 13.3. In the event of the Premises being a portion of a building and it consequently being necessary to determine the Lessee's *pro rata* share in respect of maintenance or the consumption of necessary services, the *pro rata* share of the Lessee, for the purposes of this Agreement, shall be determined by calculating the area of the Premises as a fraction of the total area of the Building. For the purposes of such calculation areas shall be determined from time to time by the South African Property Owners Association method for the calculation of rentable areas. Where the *pro rata* share or portion thereof is payable to the Lessor, the Lessee shall pay on receipt of a properly substantiated account.

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good order and condition as they were at the commencement of this Lease, pay to the Lessor, on demand, the reasonable cost of restoring the leased premises to the same order and condition in which they were at the commencement date. Without derogating from the generality of the foregoing, the cost of restoring the leased premises shall include the cost of steam cleaning any carpeting in the leased premises. The deposit paid by the Lessee may be applied to the costs of any repairs;

- 13.7. In the event of the Lessee's failing or refusing to maintain or repair the leased premises or part thereof as provided for above and remaining in default for a period of 30 (thirty) days after despatch by the Lessor of a written notice calling on the Lessee to rectify such default, then the Lessor shall be entitled to effect the necessary maintenance or repairs and to claim the costs so incurred from the Lessee, who shall be obliged to pay such claim forthwith, additionally the Lessor shall be entitled to act in terms of Clause 10 below;
- 13.8. Should the Lessor fail to undertake repairs in line with the maintenance plan attached hereto as an Annexure, the Lessee may remind the Lessor in writing, and should the Lessor still be in default 30 (thirty) days after receipt of such reminder, the Lessee shall be entitled to demand specific performance or to pay such expenses or to undertake such repairs and to recover the amounts thus disbursed from the Lessor by way of set-off against future rental. A certificate by the Lessee of such expenses shall be *prima facie* proof thereof;
- 13.9. The lessee shall be responsible for and will pay the cost of all electricity, water and/or sewerage consumed on the premises for the duration of this agreement. Electricity and/or water or sewerage consumed shall be charged according to the relevant meter reading, provided that the consumption of water, electricity and sewerage in the premises shall be provided *prima facie* by reading of meters or sub-meters and recording same. The lessor shall be responsible for contracting with the suppliers of utilities to the premises referred to in this clause and shall be directly responsible for payment of these charges and any connection fees and deposit in respect thereof;

14. INSURANCE:

- 14.1. The Lessee shall not do or omit to do anything or allow anything to be done or kept on the leased Premises any dangerous or inflammable materials and/or substances contrary to the terms and conditions of the insurance policy taken out by the Lessor in terms of Clause 14.2. The Lessor shall upon written request by the Lessee, request the insurer to amend the relevant terms and conditions of the policy to provide such dangerous or inflammable materials and/or substances to be kept on the Premises. Should the insurer agree to such amendment, the Lessor may, entirely in its own discretion, give its consent to keep such dangerous or inflammable materials or substances on the Premises. Such consent shall not be valid and binding unless contained in writing and

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signed by both parties. Should any premium payable in respect of such policy be increased:-

- 14.1.1. by reason of the nature or scope of the business which the Lessee carries on in the leased Premises in terms of the Agreement; or
- 14.1.2. as a result of the Lessee not complying with the aforesaid provisions;
- 14.1.3. then without prejudice to any other rights which the Lessor may have as a result thereof, the Lessee shall on demand refund to the Lessor the amount of that additional premium.
- 14.2. The Lessor shall insure the building against the risk of damage by fire in accordance with the standard fire policy extended to include damage caused by storm, wind, water, hail, snow, aircraft, other aerial devices or articles dropped therefrom, impact by animals or vehicles or malicious damage.
- 14.3. The Lessor shall at its option insure against the risk of damage by earthquake or those perils insured by the South African Special Risk Insurance Association (SASRIA) or not.
- 14.4. The Lessee should take all necessary precautions against fire at the leased Premises including but not limited to clearing long grass, the proper stacking and storing of inflammable substances and the cleaning of yards.
- 14.5. Should a fire cause damage to the Premises, which fire is as a result of the negligence of the lessee and has been established, the Lessor at their/his/her sole discretion shall have a right to claim such damages from lessee. Negligence on the part of the Lessee will also be seen as a breach of this agreement and all remedies for breach contained in clause 19 of this agreement shall be available to the Lessor.
- 14.6. Lessees shall ensure that all inflammable liquids be properly and safely stored, according to all relevant by-laws/statutes.
 - 14.6.1. Lessees shall not overload or modify electrical systems
 - 14.6.2. Lessees shall ensure that no employees reside on the Premises.

15. FIRE FIGHTING EQUIPMENT AND LIFTS

- 15.1. The Lessor shall be obliged to install on the Premises fire extinguishing equipment complying with the National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977) as amended, and/or other applicable legislation.
- 15.2. It shall be the duty of the Lessor to maintain the lifts, fire fighting equipment in a good and proper condition and ensure that regular checks are done in accordance with Occupational Health and Safety Act (Act No.85 of 1993) as amended and /or any other applicable legislation. Should the Lessor fail to do so the Lessee shall have the right to do so at the Lessor's costs.
- 15.3. The lessor shall provide the lessee with quarterly report of regular checks done on the fire extinguishers and lifts to ensure safety and security of occupants of the premises.

16. EXCLUSION OF LIABILITY

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- 16.1. The Lessee shall not, under any circumstances, have any claim or right of action whatsoever against the Lessor for damages, loss or otherwise, nor shall it be entitled to withhold or defer payment of rent by reason of the Premises being in a defective condition or falling into disrepair or any particular repairs not being effected by the Lessor. The Lessor, however, shall be obliged to effect any repairs which it may be liable to effect in terms of this Lease within a reasonable time after notification to do so. Should the lessor delay effecting repairs despite having been given notice to do so, the lessee will repair the defects and hold lessor accountable for the costs of the repairs or any damages resulting from such delay.
- 16.2. The Lessor shall not be responsible for any damages to or the loss of any stock-in-trade, equipment, machinery, raw materials, papers or other articles kept on the Premises (whether the property of the Lessee or that of anyone else) by rain, hail, lightning or fire or by reason of riot, strikes or State's enemies or as a result of theft or burglary, with or without forcible entry, or through any other cause whatsoever, nor shall the Lessor be responsible for any personal injury which may be sustained in or about the Premises by any of the directors, servants, agents, customers or invitees of the Lessee or any other person whomsoever or howsoever such injury may be caused, unless such personal injury or damage is due to the negligence of the lessor.
- 16.3. The Lessee indemnifies the Lessor against any claim of whatsoever nature that may be made against the Lessor by any of the directors, servants, agents, customers or invitees the Lessee in respect of personal injuries so sustained or in respect of the loss of or any damage to anything contained in the Premises, unless such personal injury or damage is due to the negligence of the lessor.
- 16.4. The Lessor shall not be liable for any accident, injury or damage suffered by the Lessee, his employees, agents or visitors, in or near the Premises, irrespective of the cause thereof, unless caused by the intent or gross negligence of the Lessor, his employees or agents.

17. DAMAGE TO OR DESTRUCTION OF THE PREMISES

- 17.1. Neither Party shall be liable for any damages or claim which the other Party may suffer as a consequence of cause whatsoever beyond the control of the other Party (*force majeure*) and this shall exclude strikes, lock-outs, industrial actions and any labour related disputes.
- 17.2. Should the building be completely destroyed or be so damaged as to render them entirely untenable, then either party shall be entitled to declare this Lease cancelled by written notice received by the other party within 30 (thirty) days after the destruction of or damage to the buildings. If no such notice is given by either party, then this Lease shall not be terminated and the Lessor shall be obliged to proceed expeditiously with the work of rebuilding and during the period that the premises are untenable, the Lessee shall not be liable for the payment of any rental. Similarly, in the event of this Lease being cancelled by

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notice given as above, the Lessee shall not be liable for the payment of any rental after the date of destruction of the buildings.

- 17.3. In the event of the Premises being damaged in such manner that they are, nevertheless, leasable, then this Agreement shall not be cancelled but the monthly rental payable by the Lessee shall be abated until the damage has been repaired, having regard to the extent to which and the time for which the Lessee is deprived of beneficial occupation of the Premises.
- 17.4. In no circumstances shall the Lessee have any claim against the Lessor arising out of the damage or destruction of the buildings or the resultant loss of beneficial occupation of the Premises, and the provisions of this clause 17 shall apply in such events, mutatis mutandis.
- 17.5. Any dispute emanating from the provisions of this Agreement shall be resolved through mediation process; and upon failure thereof, the dispute shall be referred to a court of law for appropriate relief.

18. SUBLETTING, TRANSFER OF OWNERSHIP AND CESSION

- 18.1. The Lessee shall not cede or assign or mortgage or pledge any of its rights under this Agreement, nor allow anyone else to occupy the leased premises or any part thereof on any condition whatsoever or for any reason whatsoever, without the Lessor's prior written consent, which written consent the Lessor shall not unreasonably withhold.
- 18.2. The Lessee shall not be entitled to sublet the whole or any part of the leased Premises, save as follows:-
- 18.2.1. the Lessor may, in its sole and absolute discretion:-
- 18.2.1.1. refuse consent; or
- 18.2.1.2. consent to the sublease on such conditions as it may determine, in which case the Lessee may on receipt of written notification from the Lessor so sublet the leased Premises or part thereof, subject to such conditions; or
- 18.2.1.3. in the event of the Lessee applying to sub-let the whole of the leased Premises, the Lessor may cancel this Agreement and give the Lessee written notice of its intention to enter into a direct Lease with the proposed sub Lessee. In such event, on the Commencement date of a new written agreement entered into between the Lessor and proposed sub-lessee, this Agreement shall be terminated and be of no further force and effect. This termination shall, however, in no way detract from the Lessor's right to recover from the Lessee any amounts which are due by the Lessee in terms of this Agreement.
- 18.3. Transfer of the Premises from the Lessor pursuant to a sale thereof or any other circumstance shall not in any way affect the validity of this Agreement. This Agreement 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

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liable to fulfil all obligations which the Lessor enjoyed against or was to fulfil in favour of the Lessee in terms of the Agreement.

- 18.4. Notwithstanding 18.3, the Lessee shall have the right to re- negotiate the terms and conditions of the lease with the new lessor.

19. REMEDIES FOR BREACH

19.1. Should –

- 19.1.1.the rental or any other amounts payable by the Lessee not be paid on due date and should the Lessee fail to pay such rental or other amount within 30 (thirty) days after receipt of written notice requiring it to do so; or

- 19.1.2.the Lessee commit any breach, or suffer or permit the commission of any breach, of any of the other terms and conditions of this Lease, and the parties irrebuttably agree that every term and/or condition of this Lease imposing any obligation on the Lessee, is material term or condition whether or not such breach goes to the root of this contract, and fail to remedy such breach within 30 (thirty) days after the receipt of written notice requiring it to do so (provided that the Lessor shall be entitled to exercise the rights provided below immediately and without further notice to the Lessee, should it have given the Lessee notice, as aforesaid, on two or more occasions in any calendar year in respect of the same or similar breach of this Agreement and the Lessee, thereafter, again commits the same or similar breach within such calendar year); or

- 19.1.3.the Lessee be placed in liquidation, whether provisional or final, and whether voluntary or compulsory, or under judicial management, whether provisional or final, or should the Lessee effect a compromise with its creditors or any other arrangement with its creditors necessitated by or attributable to the Lessee being unable to pay its debts; or

- 19.1.4.the Lessee suffer a default judgment to be entered against and fail within 30 (thirty) days after such judgement to satisfy or take steps to rescind the same, the Lessor shall be entitled but not obliged, notwithstanding any previous waiver or anything to the contrary herein contained, in the Lessor's sole discretion, either to compel the remedy of such breach or forthwith to cancel this Lease and immediately to resume possession of the premises but without prejudice to its claim for arrears of rent and other amounts owing hereunder or for damages which it may have suffered by reason of the Lessee's breach of contract or of the premature cancellation.

- 19.2. In regard to any action instituted by the Lessor against the Lessee, a certificate signed by any member of the finance department or any manager or internal accountant of the Lessor setting out the amount owing by the Lessee, shall be prima facie evidence of the fact that such an amount is outstanding and due and payable and it shall then be the onus, beyond a reasonable doubt, of the Lessee to prove that such amount is incorrect or not due and payable.

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- 19.3. No relaxation or indulgence which each party may extend to the other shall in any way prejudice its rights hereunder and, in particular, no acceptance by the Lessor of rentals or any other sums after due date (whether on one or more occasions) shall preclude or estop it from exercising any rights enjoyed by it hereunder by reason of any subsequent breach of this agreement.
- 19.4. In the event of the Lessee alleging that the Lessor is in default, the Lessee shall not be entitled to take steps for the cancellation of this lease unless the default continues for 30 (thirty) days after receipt by the Lessor of a written notice from the Lessee setting out the alleged default.
- 19.5. Should the Lessor fail to remedy such default within the 30 (thirty) day period, the Lessee shall, without prejudice to any other rights it may have, be entitled to either compel the remedy of such breach or forthwith to cancel this Lease cancel this lease by written notice.

20. GENERAL

- 20.1. This Agreement incorporates the entire Agreement between the Lessor and the Lessee and no addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.
- 20.2. No indulgence or relaxation which the Lessor may grant or show to the Lessee shall in any way prejudice the Lessor's rights. In particular, neither acceptance by the Lessor of rent after due date (whether on one or more occasions) nor any other act or omission by the Lessor shall preclude it from exercising any rights enjoyed by it hereunder. The Lessor shall be entitled to appropriate any amounts received from the Lessee towards the payment of any cause, debt or amount owing by the Lessee.
- 20.3. The Lessee warrants that it has had no negotiations with any leasing agent with regard to this Lease and indemnifies the Lessor against any claim for commission which, as a result of any act or omission of the Lessee, may be brought against the Lessor by any leasing agent in connection with this Lease or negotiations regarding it.
- 20.4. Without prejudice to any of the Lessor's rights, the Lessee shall pay the Lessor interest on all overdue payments at the prescribed prime rate calculated as from the day after the said due date, to date of payment, both dates inclusive.
- 20.5. Should any one or more of the provisions of this Agreement be unenforceable then the remaining provisions shall be of full force and effect.
- 20.6. Notices pursuant to the provisions of this lease shall be given in writing. Notices by telex and telefax shall be deemed to be in writing, provided the original copies thereof are dispatched and received at the earliest possible date.

21. JURISDICTION

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- 21.1. The Parties agree and consent that either Party may institute legal proceedings which may arise from or in connection with the existence or cancellation of this Agreement in a Magistrate's Court within the area where the Premises are situated, notwithstanding the fact that the claim or value in dispute may exceed the jurisdiction of such Court.

22. DIVISIBILITY OF LEASE

- 22.1. It is recorded that the various clauses and sub-clauses in this Lease Agreement are divisible and in the event of any clause or sub-clause being found by a competent Court to be void or for any reason unenforceable, this shall not affect the remaining clauses which shall continue to be in force and binding upon the parties to this Lease Agreement.

23. DOMICILIA CITANDI ET EXECUTANDI

- 23.1. The Parties respectively choose as *domicilium citandi et executandi* and as the address for serving of notices the address appearing opposite their names in Schedule 1.
- 23.2. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective if in writing.
- 23.3. Any notice to a party contained in a correctly addressed envelope, in the case of 23.1 and 23.2 and:-
- 23.3.1. sent by registered post to it at its *domicilium citandi et executandi*, or
- 23.3.2. delivered by hand during ordinary business hours at its *domicilium citandi et executandi*,
- 23.3.3. or be sent by fax or email during ordinary business hours at the Lessee's fax number or email address, indicated in clause 1.2 of Schedule 1;
- 23.3.4. shall be deemed to have been received, in the case of Clause 23.3.1 on the 7th business day after posting (unless the contrary is proved) and, in the case of Clause 23.3.2 on the day of delivery and in the case of 23.3.3 on the day of sending.
- 23.4. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

24. ADMINISTRATION COST

- 24.1. The costs of administering this Agreement are included in the rental amount captured in clause 6 above.
- 24.2. The Parties shall each pay their own cost of a negotiating, drafting, preparing and implementing this Agreement.

25. PARKING

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- 25.1. Should any parking be let by the Lessor to the Lessee in terms of this Agreement of lease:-
- 25.1.1. any parking facilities let to the Lessee shall be used for the purpose of the parking of a motor vehicle/s and for no other purpose whatsoever, without the Lessor's prior written consent;
- 25.1.2. the Lessee shall not use any space other than that allowed to it by the Lessor without the Lessor's prior written consent;
- 25.1.3. the Lessee agrees that it shall use the parking facilities in the building, including the entrance and exit ramps entirely at its own risk whether or not its vehicles are parked by servants or agents of the Lessor. The Lessee further agrees that it shall have no claim against the Lessor, its servants or agents arising from any cause whatsoever including without limiting the generality thereof, thefts, fire, impact or negligence and the Lessee indemnifies the Lessor, its servants and agents against any claim whatsoever that any servant, agent or invitee of the Lessee may have against the Lessor, its servants or agents arising out of the use by the Lessee, its servants, agents or invitees of the parking facilities in the building;

26. AMENDMENTS TO THE TERMS AND CONDITIONS OF THIS AGREEMENT

- 26.1. Any amendments to this Agreement will be reflected in an Addendum to this Agreement, signed by both parties.

27. PROTECTION AND SECURITY OF PERSONAL INFORMATION

- 27.1. The Parties undertake for the duration of this Agreement to comply with all Applicable Laws, including Data Protection Laws, in particular that no Personal Information will be Processed without the Consent of the Data Subjects or unless as permissible in terms of the Data Protection Laws and any other Applicable Laws.
- 27.2. All Personal Information provided to each Party or obtained by the Parties through compliance with this Agreement/SLA will only be processed for the Purpose and/or as set out in this Agreement. Any analytics and insights derived from the Personal Information shared by the Parties cannot be further processed in any means unrelated to the Purpose or provisions of the Agreement.
- 27.3. Each Party warrants that it will take appropriate and reasonable technical and organizational measures to prevent the loss of, damage to or unauthorised destruction of Personal Information and the unlawful access to or Processing of Personal Information. The measures taken must at all times be of a minimum standard required by all Applicable Laws and be of a standard no less than the standards which are in compliance with generally accepted information security practices and procedures which may apply to it generally

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or be required in terms of a specific industry or professional rules and regulations.

- 27.4. Each Party will notify the other Party's Information Officer by sending an email to the email address as referred to in the other Party's Promotion to Access of Information Manual as posted on the other Party's website immediately, but no later than 1 (one) day from becoming aware of any confirmed or suspected security compromises, unauthorized or unlawful use, disclosure or Processing of Personal Information and at its own cost, take all necessary steps to mitigate the extent of the loss or compromise of the Personal Information and restore the integrity of the affected information systems as quickly as possible, and will:
- 27.5. provide the other Party with all necessary information that the other Party may request pursuant to the security breach and to assist the other Party to meet any regulatory requirements and obligations in respect of the Personal Information;
- 27.6. in consultation with the other Party and where required by Applicable Law, notify any legally mandated authority and any Data Subject impacted;
- 27.7. assist the other Party (in any format as will reasonably be required by the other Party from time to time) to comply with any requests for access to Personal Information from any Data Subject; and
- 27.8. at the other Party's request, promptly return or destroy all Personal Information in either Party's possession or control.
- 27.9. Each Party can retain the Personal Information to the extent and for the period required to achieve the Purpose or as set out in this Agreement or in compliance with Applicable Laws, whichever is the longer.
- 27.10. Each Party will ensure that no Personal Information is transferred outside of the Republic of South Africa, unless it is permissible in terms of Applicable Laws and the other Party provides its prior written consent to the transfer
- 27.11. Each Party will, on written demand by the other Party, at any reasonable time, cease the use and/or Processing of all or any Personal Information furnished by the other Party for the Purpose or as set out under this Agreement, promptly return to the other Party all such Data which is in physical form (including all copies), or destroy or expunge (to the extent reasonably practicable and legally permissible) any other records (including those in electronic, machine readable and hard copy form) as far as they contain such Personal Information. The other Party will confirm in writing to a Party that the return and/or destruction of all Personal Information was completed in the agreed manner.
- 27.12. This clause 1 will survive the termination or expiry of this Agreement

28. CONTRAVENTION OF LAWS

- 28.1. The Lessee shall not contravene or permit the contravention of any law, by-law, ordinances, proclamation or statutory regulation or the conditions of any licence relating to or affecting the carrying on of any business in the building.

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28.2. The Lessee shall not contravene or permit the contravention of any provision contained in the Title Deeds relating to the property.

Signed at _____ on this _____ day of _____ 2025.

WITNESSES

1. _____ (Print name) _____ (Sign)
2. _____ (Print name) _____ (Sign)

.....
LESSEE

On behalf of South African Social Security Services:
XXXXXXXXXXXXXXXXXXXXX
Regional Executive Manager: KZN
(Duly authorised hereto)

Signed at _____ on this _____ day of _____ 2025.

WITNESSES (NAMES)

1. _____ (Print name) _____ (Sign)
2. _____ (Print name) _____ (Sign)

.....
LESSOR

On behalf of XXXXXXXXXXXXX (Pty) Ltd
XXXXXXXXXXXXXXXXXXXXX
(Duly authorised hereto)

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SCHEDULE 1

1. **Addresses:**
 - 1.1 Lessor Physical : XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
 - 1.2 Lessee Physical : South African Social Security Agency
200 Pietermaritz Street
Pietermaritzburg
3200
Tel: 033 846 3300
2. **Adjustment date** : Annually (Every 12 months from
Commencement date,
3. **Premises** : XXXXXXXXXXXXX
Ground floor Measuring 456.82² including
office, portion of public/common areas & 8
parking bays
4. **Commencement date** : 1 January 2025
Notwithstanding the signature date hereof.
5. **Escalation rate** : 5%.
6. **Termination date** : XXXXXXXXXXXXXXXX
7. **Option period** : determined and agreed to by the Parties
8. **Lessor's Bankers** : As per CSD

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SCHEDULE 2

1 Details of user installations and/or fixtures

INSTALLATIONS:	PARTY TO EFFECT:	PARTY TO PAY:	PARTY TO REMOVE
Installation of the fire fighting equipment	Lessor	Lessor	Lessor
Installation and maintenance of air-conditioning system	Lessor	Lessor	Lessor
Installation of back-up power/alternative power	Nil	Nil	Nil
Installation of back up water	Nil	Nil	Nil
Installation of ICT Equipment	Lessee	Lessee	Lessee
Installation of SASSA Signage/Logo	Lessee	Lessee	lessee

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SCHEDULE 3

RESPONSIBILITIES:

1. The Lessor shall bear the following responsibilities:
 - 1.1 assessment rates and fixed municipal levies including all related increases;
 - 1.2 any related insurance for the Premises and the increases thereof;
 - 1.3 normal maintenance and repairs (including painting) of the exterior of the Premises, including the cleaning of the exterior of the Premises;
 - 1.4 internal maintenance, normal wear and tear excepted;
 - 1.5 the operation (inclusive of maintenance and repairs) of the air-conditioning system during normal office hours or during such times as may be agreed upon by the Parties;
 - 1.6 garden maintenance of the exterior of the leased premises;
 - 1.7 costs of alterations; due to structural changes and repairs that is not caused by the negligence and/or damaged by the Lessee;
 - 1.8 installation and maintenance of the fire fighting equipment;
 - 1.9 replacement of carpeting at the expiry of their agreed or prescribed lifetime.
 - 1.10 Maintenance of the fire extinguishing equipment.
 - 1.11 All other maintenance as per the planned maintenance programme or agreed by both parties
2. The Lessee shall bear the following responsibilities:
 - 2.1 domestic cleaning of the interior of the premises;
 - 2.2 domestic services such as the provision of toilet paper, soap, towels and so forth;
 - 2.3 cost of water and electricity consumption to the extent that these are separately metered (municipal charges); and
 - 2.4 cost of refuse and sewerage removal (municipal charges);
 - 2.5 Appointment of full-time (24/7) on-site security to secure, monitor and control access for the benefit of the Lessee.

13. DELIVERY ADDRESS OF BID DOCUMENT:

DEPOSIT/RETURN OF BID DOCUMENTS

- a) Telegraphic, telephonic, telefax, facsimile, electronic and/or late tenders will not be accepted
- b) Requirements for sealing, addressing, delivery and assessment of tenders are stated in the bid document
- c) All tenders must be submitted on the official forms, - (not to be re-typed).

The Tender documents should be delivered to the following address:

SASSA KZN Regional Office

Corner of Pietermaritz Street and Bank Street
1 Bank Street
Pietermaritzburg
3201

14. ENQUIRIES:

For more information, please contact the following persons:

Technical Enquiries:

Mr. RV Mseleku
Tell: (033) 846 3449
VukaM@sassa.gov.za

Bid Enquiries:

Mr. LG Shandu
Tel: (033) 846 9532
LuckyGS@sassa.gov.za

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