Eastern Cape
PARKS & TOURISM AGENCY

BID NO 13/FY/27

PROVISION OF OFFICE ACCOMMODATION IN LUSIKISIKI FOR A PERIOD OF TWO (2) YEARS WITH AN OPTION TO EXTEND FOR A PERIOD OF ONE (1) YEAR.

ADVERTISEMENT DATE:	**23 OCTOBER 2026**
CLOSING DATE:	**24 NOVEMBER 2026**
CLOSING TIME:	**11h00am**
ADDRESS:	**ECPTA Offices** **17-25 Oxford Street, East London**
BIDDER NAME:	
CSD NUMBER:	
PRICE OFFER FOR 2 YEARS	
PRICE OFFER FOR 1 YEAR	

URGENT FRAUD ALERT
CRIMINAL CALLS TARGETING BIDDERS
NO PAY-OFFS TO SUBMIT OR SECURE TENDERS
STAY VIGILANT - REPORT FRAUD
*ECPTA will not ask any bidder for any monies

REPORT
Whistle Blowers
PRIVATE & CONFIDENTIAL
0800 611 085
ecpta@whistleblowing.co.za
www.whistleblowing.co.za

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TENDER NOTICE

BID NO.13/FY/27

Bids are hereby invited for **PROVISION OF OFFICE ACCOMODATION IN LUSIKISIKI FOR A PERIOD OF TWO (2) YEARS WITH AN OPTION TO EXTEND FOR A PERIOD OF ONE (1) YEAR.** Bid documents outlining detailed specifications will be made available from Monday, **26 October 2026** "**FREE OF CHARGE**". Documents can be downloaded from the ECPTA website: www.visiteasterncape.co.za/tenders or Eastern Cape Provincial Treasury: www.ectreasury.gov.za or National Treasury e-tender portal: www.etenders.gov.za.

Completed bid documents accompanied by all necessary documents are to be placed in a sealed envelope with the bid name and number (as given above) clearly written in an envelope. **All bids must be deposited in the Tender Box, at the offices of the Eastern Cape Parks and Tourism Agency at No. 17-25 Oxford Street (Corner of Fleet Street & Oxford Street), by not later than 11h00 on Tuesday 24 November 2026, at which time the bids will be opened in public.**

For all enquiries regarding the bid document please contact Ms. Unathi Zinganto at 043 492 0871, e-mail: tenders@ecpta.co.za or Contact Mr. Mongezi Langa for technical enquires at 060 978 5541 during working normal hours, email: tenders@ecpta.co.za

ECPTA has a zero tolerance on any acts of fraud and corruption. Please report any suspected acts of fraud and corruption to any of the contact details listed below: Hotline Number: Toll free number -0800 611 085; SMS: 33490 Email: ecpta@whistleblowing.co.za; Tip-offs Website: www.whistleblowing.co.za

EVALUATION CRITERIA

BIDS WILL BE EVALUATED IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA), ACT NO 5 of 2000 AND ITS REGULATIONS AS FOLLOWS:

A three (3) stage evaluation process will be employed. In Stage 1 all bids received will be evaluated on technical compliance. Only bidders who are responsive on Stage 1 will proceed to Stage 2. In Stage 2 ECPTA will conduct site visits to the proposed office, only bidders that comply with the site



visit requirements will proceed to stage 3. In Stage 3, bidders will be evaluated on price and specific goals in accordance with the Preferential Procurement Regulations of 2022 utilizing 80/20 preference point scoring system.

Stage 1: Technical Compliance

The bidders must comply with all the set of technical compliance requirements in the table below: bidders are required to submit supporting documentation/ evidence to the compliance.

Stage 2: Site Visits

ECPTA will conduct physical site visits and verify the following building features.

Stage 3 – Price & Specific Goals

CRITERIA	POINTS
Price	80
Specific Goals	20
Total	100



PART A **SBD 1**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE PARKS & TOURISM AGENCY					
BID NUMBER:	13/FY/27	CLOSING DATE:	24 November 2026	CLOSING TIME:	11:00 am
DESCRIPTION	PROVISION OF OFFICE ACCOMODATION IN LUSIKISIKI FOR A PERIOD OF TWO (2) YEARS WITH AN OPTION TO EXTEND FOR A PERIOD OF ONE (1) YEAR.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
17-25 Oxford Street,
Cnr. Oxford and Fleet Street
East London, 5200

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms. Unathi Zinganto**	CONTACT PERSON	**Mr. Mongezi Langa**
TELEPHONE NUMBER	**043 492 0871**	TELEPHONE NUMBER	**060 978 5541**
FACSIMILE NUMBER	**-**	FACSIMILE NUMBER	**-**
E-MAIL ADDRESS	**tenders@ecpta.co.za**	E-MAIL ADDRESS	**tenders@ecpta.co.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA



ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.



PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

NAME OF THE SIGNATORY ……

SIGNATURE OF THE BIDDER ……...……...

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

DATE……



TERMS OF REFERENCE

1. Scope of Work

The successful service provider will be expected to provide an office space with the following key features:

Description	Quantity	Size
Outreach Manager's Office	1	20m²
Rehabilitation Manager's Office	1	20m²
Officials' offices	3	9m² each = 27m²
Boardroom (20–30-seater)	1	36m²
Reception combined with waiting area (with a veranda)	1	15m²
Open plan	1	9m²
Kitchen (with a veranda)	1	12m²
Storage room	1	4m²
Cleaner's room	1	4m²
Separate Female and Male Ablutions (Features with Disability facilities)	2	3m² each = 6m²
Guardhouse with ablution facility (not limited to prefabricate structure).	1	3m²
Total Usable Building Area	156m²	
Covered parking (Carports) x 6	(18m² x 6) = 108m²	
Approximate lettable area excl open spaces	Minimum 264m²	
External Site incl. open spaces	80m²	
Total rentable area	344m²	
Building Accessibility	The building must be easily accessible and be close to public transport route.	

Specification of minimum requirements and finishes to which the building must comply.

General:

This specification forms part of the written offer of the Landlord, and each page must be initialed and submitted with all other documents. The dimensions of office rooms and their spaces must at least be habitable with primary office requirements in the floor area of a dwelling unit. Any requirements laid down in this specification shall be considered as supplementary to those set out in the written offer of the Landlord and on the drawings. The fact that the ECPTA checked the documentation and approves thereof does not exempt the Landlord from his/her responsibilities with regards to the fulfillment of the requirements of this specification.

Construction and appearance of building:

- The design, construction and appearance of the building, including the internal and external finishes shall be of a standard acceptable to ECPTA. The building shall be fully accessible to the physically challenged.
- For structural strength and serviceability, the building must comply with the National Building Regulations as proclaimed by the National Building Regulations and Building Standards Act as well as the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended. **A certificate to this effect must be submitted.**
- Tenant installation as per ECPTA requirements (80% offices and 20% open plan).
- Emergency lighting / (functional) generator is required.
- Disabled access and disabled toilet facilities to be provided.
- Ordering of the owner of a building to supply satisfactory proof, expose for inspection or test to confirm compliance with regulations and approvals granted.
- If the proposed building is on multiple floors, elevators must be in compliance with the Occupational Safety Act and Regulations must be provided.
- Ceilings to be provided.
- Vertical or Venetian blinds to be provided on all windows or tinted glass where necessary.
- All materials specified to be used must comply with SABS 0400.

Security:

The following security measures shall be complied with:

- All entrances to the building, which shall be limited to the minimum, must afford entry through one or more access control points.
- External walls of all floors, up to at least 1 meter above floor level, shall be of a heavyweight structure such as 220mm thick brick or 190mm thick concrete.
- CCTV or access control measures will be an added advantage.
- Guardhouse to be provided (not limited to prefabricate structure).
- Security walling to surround the entire complex (min 2100mm high) alternatively the parameter is to be secure to the satisfaction of the ECPTA.

Doors, locks and keys:

- All offices shall be provided with a door of at least 813mm and each fitted with a good quality five-pin cylinder lock with two keys fitting one lock only and which shall be handed over to the ECPTA representative upon occupation of the building. Two master keys which can unlock the locks of all offices shall also be provided.

Floor covering:

- Floor covering must be of an acceptable standard and quality to last for the duration of the lease; ceramic tiles are preferred.

Power points:

- Offices and other rooms where electrical appliances can be used shall be provided with 15-A socket outlets. In offices two socket outlets shall be provided for every 12m² or part thereof. ECPTA shall indicate any additional socket outlets which are required, in the accommodation particulars for individual services. The wiring and securing of electrical circuits should be such that an electrical heater as well as computer equipment can be run from the socket outlets in each office.
- Electrical circuits for socket outlets shall be secured by means of single-phase earth leakage relays having a sensitivity of 25 mA.

Lighting:

- Each office shall be provided with its own light switch in a suitable position near the door. Lighting conforming to the following standard must be provided:



- Reception areas 100 lux
- General offices 300 lux
- Passages 50 lux
- Boardroom 100 lux
- Parking 50 lux

- The lighting levels all measured at working plane. All Lamps and Light Fittings must comply with the Energy Saving Regulations. External office lights to be controlled by motion sensors.
- The installation of all electrical components will comply in all respects with the requirements and regulations of the following: SANS 10142-:2003: The Occupational Safety Act and Regulations; and the Local Electrical Supply Authority

Telephones:

The office at reception shall be fitted with a Telkom telephone line to be registered by ECPTA.

Trucking:

The trunking servicing the building must conform to latest technological standards. (SABS Standards Approved)

Power generator:

To ensure uninterrupted operation of the premises during electricity outages, the power generator must be provided, installed and maintained as backup mechanism.

The generator must be adequately sized to support all essential services and operational requirements of the tenant.

All costs associated with the installation, operation, fuel supply, testing, servicing, and maintenance of the generator shall remain the responsibility of the landlord, ensuring that business activities can continue with minimal interruption during periods of power failure.

Facilities for cleaners:

- A cleaner's room of not less than 4m² shall be provided as a storeroom for cleaning equipment and material

Water supply:

- Water supply and drainage for buildings to comply with water supply installations for buildings SANS 10252-1

Fire services:

- Fire protection to be installed to comply with SANS 10400-T

Material and finishes

- All walls and ceilings, whether painted or finished otherwise, shall be neat.
- Walls of tea kitchens, stairs, entrance halls and toilets shall be washable and hardware and acceptable to the Eastern Cape Parks & Tourism Agency.

Toilet facilities

The following norms shall be applied:

Staff and public

- Two Water Closet (WC), each with one wash hand basin with disability access.

Inspection

- ECPTA considers it a condition of contract that in consultation with the lessor and with reasonable frequency during the process of refurbishment its inspector shall be given access to the building that he/she wishes to see. The inspector's approval of any part of the building does not exempt the owner from complying with any of these minimum standard requirements. A deviation from the minimum requirements may only be allowed with written prior permission from ECPTA.

Building operating costs

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

- water consumption;
- electricity consumption;
- refuse removal;
- internal cleaning services;



- internal security; and
- consumable supplies

The ECPTA will not be responsible for any other building operating costs outside the above costs.

Landlord's Responsibilities

- All building maintenance will be the responsibility of the landlord, including grounds.
- Payment of property rates will be the responsibility of the landlord

2. Evaluation Criteria

A three (3) stage evaluation process will be employed. In Stage 1 all bids received will be evaluated on **technical compliance**. Only bidders who are responsive on Stage 1 will proceed to Stage 2. In Stage 2 ECPTA will conduct **site visits** to the proposed office, only bidders that comply with the site visit requirements will proceed to stage 3. In Stage 3, bidders will be evaluated on price **and specific goals** in accordance with the Preferential Procurement Regulations of 2022 utilizing 80/20 preference point scoring system.

Stage 1: Technical Compliance

The bidders must comply with all the set of technical compliance requirements in the table below: bidders are required to submit supporting documentation/ evidence to the compliance.

	Technical Compliance Requirements	Required Evidence
1	Proposed Building size (minimum of "**344m²**" rentable area and) (Site lay-out plans)	• Property Diagrams/ Drawings, or • Title Deed
2	Building Radius The building must be located within the urban area of Lusikisiki and must be within 2 km radius of the CBD.	• Municipal Bill, or • Lease Agreement, and • GPS Maps
4	Parking Bays A minimum of 6 covered parking bays.	• Property Diagrams/ Drawings
5	Certificate of Ownership (Title Deed) or letter of authorization from the building owners	• Title Deed or Letter of Authorization



	Technical Compliance Requirements	Required Evidence
6	Building Compliance Certificate	• Electrical Compliance Certificate • Insurance Cover Certificate • Fire Compliance measures / Certificate • Plumbing Compliance Certificate • Certificate of Compliance to National Building Regulation and Occupation Health & Safety Certificate Act (Occupancy Certificate)

Failure to comply with any of the above requirements will lead to immediate rejection of the bid.

Stage 2: Site Visits

ECPTA will conduct physical site visits and verify the following building features.

Requirements	Pass/Fail
Building Accessibility Building must have universal access	
Building is within the specified distance from the CBD	
Building is reasonably accessible by public transport	
Minimum required office accommodation is physically available	
Minimum six covered parking bays are available	
Secure perimeter wall/fencing is available	
Separate male and female ablutions are available	
Water supply and sanitation facilities are functional	
Emergency lighting/generator provision is available or can be installed before occupation	

Requirements	Pass/Fail
Building is free from visible structural defects that would prevent occupation	
Building has adequate natural/artificial lighting and ventilation	
Office layout can accommodate ECPTA's required configuration	
Building is in a condition suitable for occupation or can be made compliant before occupation	
Proposed premises can be occupied within the required timeframe	
Overall, does the proposed property meet the minimum accommodation requirements – Yes or No?	

Bidders who comply with all the above requirements will proceed to Stage 3 for evaluation on Price and Specific Goals. Bidders who fail to comply with any of the above requirements will be disqualified from the bidding process.

Stage 3: Price and Specific Goals

Price and specific goals points will be calculated as described in the Preferential Procurement Regulations of 2022. SBD 6.1 form must be used to claim points for specific goals for the company. A copy of CSD report, Medical Certificate and Proof of Address must be submitted as proof of specific goals. When the above documentation is not provided as proof the company will automatically score zero points for specific goals**.**

Table 3: Preferential Procurement Points

Criteria	Points Available
Bid Price	80
Specific Goals	20
Total	100



POINTS FOR SPECIFIC GOALS			
Specific Goals Category	**Weighting (of 20 Points)**	**Number of points**	**Acceptable Evidence**
Locality (Enterprises located in the Eastern Cape Province)	30%	7	Valid Proof of Address. Municipal Council Letter Or Lease Agreement/ Or Statement of Account Proof must be valid at the time of submission
>51% Women Ownership **10-50% Women Ownership** **<10% Women Ownership**	25%	5 2.5 0	CSD report Or CIPC certificate & ID Copy
>51% Historically Disadvantaged Individuals Ownership **(South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993))** **10-50% HDI Ownership** **<10% HDI Ownership**	15%	3 1.5 0	CSD report Or CIPC certificate & ID Copy
>51% Youth Ownership **10-50% Youth Ownership** **<10% Youth Ownership**	15%	3 1.5 0	CSD report Or CIPC certificate & ID Copy



POINTS FOR SPECIFIC GOALS			
>51% Disability Ownership **10-50% Disability Ownership** **<10% Women Ownership**	10%	2 1 0	Medical certificate
TOTAL	**100%**	**20**	

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- The Eastern Cape Parks & Tourism Agency Supply Chain Management Policy will apply
- Bidders must be registered with the National Treasury Central Supplier Database (CSD)
- Eastern Cape Parks & Tourism Agency does not bind itself to accept the highest bid or any other bid and reserves the right to accept the whole or part of the bid.
- The ECPTA reserves the right to request any additional information for the purpose of evaluation and adjudication of this bid. Such requests shall be made solely for the discretion of the ECPTA.
- Service providers who are currently engaged on ECPTA projects and have not achieved at least 70% completion of their existing contracts at the time of bid closure will be disqualified from further evaluation.
- Bids which are late, incomplete, unsigned, or submitted by facsimile or electronically, will not be accepted.
- Bids submitted are to hold good for a period of 84 days.
- Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement, it will be automatically disqualified.
- The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents.
- No bids will be considered if the bidder did not fully complete and sign all the relevant pages in the bid document. If the bidder does not meet this requirement, it will be automatically disqualified.



- The ECPTA reserves the right to request any additional information for the purpose of evaluation and adjudication of this bid. Such requests shall be made solely for the discretion of the ECPTA.



GENERAL CONDITIONS OF THE BID

1. Interpretation

The word “Bidder” in these conditions shall mean and include any firm or any company or body incorporated or unincorporated.

The word “ECPTA” in these conditions shall mean the Eastern Cape Parks & Tourism Agency.

2. Extent of the bid

This contract is for the provision of the services as detailed in the attached Specification (page 8-12)

3. Contract to be Binding.

The formal acceptance of the Purchase Order by the ECPTA will constitute a contract binding on both parties. A service level Agreement will be signed by both parties.

4. Mode of the Bid

All Bids shall be completed and signed: All forms, annexure, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.*** The ECPTA wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. Quality

Should the specifications and / or descriptions not address any aspects of quality as specified, clarity should be provided to the ECPTA prior to the submission of a quotation.

6. Insurance Claims, etc.

ECPTA shall not be liable in any manner in respect of any claims, damage, accidents and injuries to people, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract. The company shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfillment of this contract and shall indemnify the ECPTA against all risks or claims which may arise. It will be required from the



successful Bidder to submit proof of insurance or any other valid form of indemnification to ECPTA for scrutiny.

7. Signing of Documents

Bidders are required to return the complete set of documents duly signed.

8. Period of Validity for Bids and withdrawal of Bid after Closing Date

Bids are to be held valid and binding for 84 days from the closing date of submissions (calculated from, but not including, the due date).

9. Penalty Provision

Should the successful Bidder:

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

The Bidder will be held responsible for and is obligated to pay to the ECPTA:

All expenses incurred by ECPTA to advertise for or invite and deliberate upon new Bids, should this be necessary. The difference between the original accepted Bid price and:

(i) A less favorable (for the ECPTA) Bid price accepted as an alternative by the ECPTA from the Bids originally submitted; or
(ii) A new Bid price.

10. Value Added Tax

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a “Tax Invoice” for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total. VAT must be included in the Bid price but must be shown separately.

11. Price Escalation

Price escalation must be effected on the pricing schedule over the duration of the contract.



12. Authority to Sign Bid Documents

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the ECPTA at the time of submission of the Bid that the Bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

13. Samples

None

14. Duration of the Bid

The duration of the contract is 24 months from the contract signing date with an option to extend for 12 months

15. Delivery Periods: The successful bidder will liaise with Mr. Mongezi Langa on 060 978 5541

16. Closing Date / Submitting of Bids

Bids must be submitted in sealed envelopes clearly marked **"PROVISION OF OFFICE ACCOMODATION IN LUSIKISIKI FOR A PERIOD OF TWO (2) YEARS WITH AN OPTION TO EXTEND FOR A PERIOD OF ONE (1) YEAR." - BID NO. 13/FY/27"** Bids must be deposited in the Bid Box, 17-25 Oxford Street (Cnr of Fleet & Oxford Street), East London, by no later than **11:00 am** on the **24 November 2026.**

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered.

17. Bid Enquiries

Enquiries should be directed to the Supply Chain Management Unit. The following official can be contacted: Ms. Unathi Zinganto at 043 492 0871 during normal office hours viz. 08:00 – 16:00 Mondays to Fridays-mail: tenders@ecpta.co.za

18. Insurance and Indemnity



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

19. Payment

Payment will be made on completion of Supply and Delivery within 30 days of receipt of the invoice.

20. Control of The Contract

For the purposes of this contract ECPTA has appointed the Bid Committee for the adjudication, award and management of the bid.

21. Agreement

The successful bidder undertakes to be bound by all terms and conditions contained in this bid document. A Service Level Agreement (SLA) will be signed between ECPTA and the successful service provider.

…….. ……
Signature Date

…….. ……



GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.

1.2 **"Chief Executive Officer"** means the CEO of ECPTA or her/his duly authorized representative;

1.3 **"Contract"** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.4 **"Contract price"** means the price payable by the provider under the contract for the full and proper performance of his contractual obligations.

1.5 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.6 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.7 **"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.

1.8 **"Day"** means calendar day.

1.9 **"Delivery"** means delivery in compliance of the conditions of the contract or order.

1.10 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.

1.11 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.12 **"Dumping"** occurs when a private enterprise abroad markets 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.

1.13 "**ECPTA**" means Eastern Cape Parks & Tourism Agency.



1.14 **"Force majeure"** means an event beyond the control of the provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.15 **"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.

1.16 **"GCC"** means the General Conditions of Contract.

1.17 **"Goods"** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.

1.18 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.19 **"Letter of acceptance"** means the written communication by ECPTA to the contractor recording the acceptance by ECPTA of the contractor's tender subject to the further terms and conditions to be itemized in the contract;

1.20 **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.21 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.22 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.

1.23 **"Project site,"** where applicable, means the place indicated in bidding documents.

1.24 **"Purchaser"** means the organization purchasing the goods.

1.25 **"Republic"** means the Republic of South Africa.

1.26 **"SCC"** means the Special Conditions of Contract.

1.27 **"Services"** means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning,



provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.

1.28 **"Signature date "** means the date of the letter of acceptance;

1.29 **"Tender"** means an offer to supply goods/services to ECPTA at a price;

1.30 **"Tenderer"** means any person or body corporate offering to supply goods/services to ECPTA;

1.31 **"Written"** or **"in writing"** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

3.2 Invitations to bid are usually published in locally distributed news media and on the Eastern Cape Treasury government tender bulletin.

4. Standards

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

5. Use of contract documents and information; inspection

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



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

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

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

6. Patent rights

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

6.3 When a provider develops documentation/projects for ECPTA, the intellectual, copy and patent rights or ownership of such documents or projects will vest in ECPTA.

7. Performance security

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

7.2 The proceeds of the performance security shall be payable to ECPTA as compensation for any loss resulting from the service provider's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to ECPTA 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 South Africa or abroad, acceptable to ECPTA, in the form provided in the bidding documents or another form acceptable to ECPTA; or
(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by ECPTA and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.



8.2 If it is a bad 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 should be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections will be carried out, the purchaser shall 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 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may, on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers' cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

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

9. Packaging

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

9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract,



including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods.
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods.
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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



(a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and

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

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

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

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

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

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.



17. Prices

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

18. Increase/decrease of quantities

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

19. Contract amendments

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

20. Assignment

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

21. Subcontracts

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

22. Delays in the provider's performance

22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.

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

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



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

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

23. Penalties

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

24. Termination For Default

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

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

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

25. Anti-Dumping and Countervailing Duties and Rights

25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment



or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

26. Force Majeure

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that he delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

27. Termination For Insolvency

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

28. Settlement of Disputes

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

28.4 Notwithstanding any reference to mediation and / or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.



29. Limitation of Liability

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

(a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
(b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

30.1 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.

31. Applicable Law

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

32. Notices

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

32.2 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.

33. Taxes and Duties

33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.



34. Transfer of Contracts

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

35. Amendment of Contracts

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

36. National Industrial Participation Programme (NIPP)

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

37. Amendment of Contracts

37.1 In terms of Section 4 (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor (s) was / were involved in collusive bidding (or bid rigging).

37.2 If a bidder (s) or contractors, based on reasonable grounds or evidence obtained by purchaser, has / have engaged in the restrictive practice referred above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

37.3 If a bidder (s) or contractor (s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bidder (s) for such item (s) offered and /terminate the contract in whole or part, and / or restrict the bidder (s) or contract (s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder (s) or contractor(s) concerned

…… ……

Signature Date

…… ……

Name of Bidder Position

PRICING SCHEDULE

NAME OF BIDDER: ……..…BID NO:13/FY/27

PROVISION OF OFFICE ACCOMODATION IN LUSIKISIKI FOR A PERIOD OF TWO (2) YEARS WITH AN OPTION TO EXTEND FOR A PERIOD OF ONE (1) YEAR.
CLOSING TIME: **11:00** CLOSING DATE: **24 NOVEMBER 2026**

OFFER TO BE VALID FOR 84 DAYS FROM THE CLOSING DATE OF BID.

Period	**Description**	**Rentable Area (m²)/ No. Parking Bays**	**Monthly Charge**	**Total Annual Rental (Monthly charge x 12)**
Year 1	Office Space	Minimum 344m²	R	R
	Covered Parking	6	R	R
Sub total				**R**
Vat 15%				**R**
TOTAL FOR YEAR 1				**R**

Period	**Description**	**Rentable Area (m²)/ No. Parking Bays**	**Monthly Charge**	**Total Annual Rental (Monthly charge x 12)**
Year 2	Office Space	Minimum 344m²	R	R
	Covered Parking	6	R	R
Sub total				**R**
Vat 15%				**R**
TOTAL FOR YEAR 1				**R**

Renewal Option (Year 3)

Period	Description	Rentable Area (m²)/ No. Parking Bays	Monthly Charge	Total Annual Rental (Monthly charge x 12)
Year 3	Office Space	Minimum 383m²	R	R
	Covered Parking	6	R	R
Sub total				**R**
Vat 15%				**R**
TOTAL				**R**

SUMMARY PRICE SCHEDULE

Period	% Escalation	Annual Office Space Rental	Annual Parking Bay Rental	Total Annual Rental (including VAT)
Year 1		R	R	**R**
Year 2 (including annual escalation)		R	R	**R**
Total Bid Price for two (2) years				**R**
Period	**% Escalation**	**Annual Office Space Rental**	**Annual Parking Bay Rental**	**Total Annual Rental (including VAT)**
Year 3 Additional (including annual escalation)		R	R	R
	TOTAL			**R**



NOTE:

- Bidders are expected to quote according to the specifications on pages 08 - 12
- All building maintenance will be the responsibility of the landlord, including grounds.
- Payment of property rates will be the responsibility of the landlord
- ECPTA will be responsible for payment of utilities (water and lights)
- Bidders are required to provide a detailed cost structure in their company letterhead.
- Failure to comply with pricing requirements will lead to disqualification of the bid.

THE UNDERSIGNED (NAME & SURNAME) ……..... CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT.

……..…	……
Signature	Date
……..……	……..……..
Name of Bidder	Position



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

2.3.1 If so, furnish particulars:



……
……
……

2.4 Does the bidder or any of its directors/trustees/shareholders members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise, whether or not they are bidding for this contract?

YES/NO

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

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

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

3 GENERAL DECLARATION

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

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

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the



bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

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

……	……
Signature	Date
……	……...
Designation	Name of bidder



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

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

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

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding 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 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to



determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality (Enterprises located in the Eastern Cape Province) Enterprises located outside the Eastern Cape	7 0	
>51% Women Ownership 10-50% Women Ownership <10% Women Ownership	5 2.5 0	
>51% Historically Disadvantaged Individuals Ownership (South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993)) 10-50% HDI Ownership <10% HDI Ownership	3. 1.5 0	
>51% Youth Ownership 10-50% Youth Ownership <10% Youth Ownership	3 1.5 0	
>51% Disability Ownership 10-50% Disability Ownership <10% Disability Ownership	2 1 0	
Total	**20**	

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 because 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.

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SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

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EVALUATION CRITERIA

Stage 1: Technical Compliance



Attach Proposed Building Site layout plans

- **Property Diagrams/ Drawings, or**
- **Title Deed**
- **Attached Building Radius**



Attach Building Compliance Certificate (Electrical Compliance Certificate).



Attach Insurance Cover Certificate



Attach Fire Compliance measures / Certificate



Attach Plumbing Compliance Certificate



Attach Certificate of Compliance to National Building Regulation and Occupation Health & Safety Certificate Act (Occupancy Certificate)

EVALUATION CRITERIA

Stage 2: Site Visits

ECPTA will conduct physical site visits.



Stage 3: Price and Specific Goals

ATTACH FULL CSD REPORT



ATTACH PROOF OF ADDRESS



ATTACH MEDICAL CERTIFICATION (IF APPLICABLE)



JOINT VENTURE DISCLOSURE FORM

GENERAL

i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.

ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:

a) the contributions of capital and equipment
b) work items to be performed by the Affirmable Joint Venture Partner's own forces
c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.

iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.

iv) ABE partners must complete ABE Declaration Affidavits.

v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.

vi) should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

a) Name .....

b) Postal address.....

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c) Physical address .....

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d) Telephone .....

e) Fax .....

2. <u>IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER</u>

2.1(a) Name of Firm .....

Postal Address.....

Physical Address .....

Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

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2.2(a) Name of Firm .....

Postal Address.....

Physical Address .....

Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

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(Continue as required for further non-Affirmable Joint Venture Partners)

<u>IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER</u>

3.1(a) Name of Firm .....

Postal Address.....

Physical Address .....

Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

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3.2(a) Name of Firm .....

Postal Address.....

Physical Address .....

Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

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3.3(a) Name of Firm .....

Postal Address.....

Physical Address .....

Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

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1. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

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5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s) .....…%

b) Non-Affirmable Joint Venture Partner ownership percentage(s) .....%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i) .....

Profit and loss sharing .....

(ii) .....

Initial capital contribution in Rands .....

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(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) .....

Anticipated on-going capital contributions in Rands .....

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(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

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5. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES



	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

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(b) Authority to enter into contracts on behalf of the Joint Venture

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(c) Signing, co-signing and/or collateralising of loans

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(d) Acquisition of lines of credit

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(e) Acquisition of performance bonds

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(f) Negotiating and signing labour agreements

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8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations.....

(b) Major purchasing.....

(c) Estimating …….....

(d) Technical management .....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the “managing partner”, if any,



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(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

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(c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint-Venture Partner" or "ex non-Affirmable Joint-Venture Partner".



10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint-Venture Partner” or “ex non-Affirmable Joint-Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

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(ii) Number currently employed by the Joint Venture

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(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

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(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

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(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

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11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

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The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature .....

Duly authorized to sign on behalf of .....

Name .....

Address.....

Telephone.....

Date .....

Signature .....

Duly authorized to sign on behalf of .....



Name .....

Address.....

Telephone.....

Date .....

Signature .....

Duly authorized to sign on behalf of .....

Name .....

Address.....

Telephone.....

Date .....



JOINT VENTURE AGREEMT

Bidders who tender as a Joint Venture must submit a Joint Venture Agreement here.



AUTHORITY TO SIGN BID DOCUMENTS

In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to ECPTA at the time of submission of the bid that the bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

Please attach proof to the next page.

