

**KWAZULU-NATAL PROVINCIAL  
ADMINISTRATION  
DEPARTMENT OF PUBLIC WORKS**

**REQUEST FOR PROPOSAL OF THE APPOINTMENT OF  
SERVICE PROVIDER TO THE LETTING OF TUCK SHOP  
AS A TRADING FACILITY**

**AT**

**THE DEPARTMENT OF HEALTH: OSINDISWENI  
HOSPITAL: LETTING OF TUCK SHOP: 5 YEARS (60  
MONTHS)**

**QUOTATION DOCUMENT**

**HEAD: PUBLIC WORKS  
DEPARTMENT OF PUBLIC WORKS  
WORKS  
KWAZULU-NATAL PROVINCIAL ADMINISTRATION  
PRIVATE BAG X9041  
PIETERMARITZBURG  
3201**

**THE REGIONAL DIRECTOR  
DEPARTMENT OF PUBLIC  
WORKS  
ETHEKWINI REGION  
PRIVATE BAG X54336  
DURBAN  
4001**

**QUOTATION NO: ZNT 2988 W**

**DATE:**

**BIDDER'S NAME :**

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**CENTRAL SUPPLIERS DATABASE REG NO.**

# KZNPA DEPARTMENT OF PUBLIC WORKS

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**SECTION A**

**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS

**BID NUMBER: ZNT 2988W**

**CLOSING DATE:**

**CLOSING TIME: 11:00**

DESCRIPTION: Request for Proposal of the Appointment of Service Provider to the Letting of tuck shop, Department of Health

**The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).**

DEPOSITED IN THE BID BOX 7 SITUATED AT DEPARTMENT OF PUBLIC WORKS  
PRIVATE BAG X54336  
DURBAN  
4001

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 7h30- 16h00 hours a day, Monday to Friday.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

*THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)*

NAME OF BIDDER	.....
POSTAL ADDRESS	.....
STREET ADDRESS	.....
TELEPHONE NUMBER	CODE.....NUMBER.....
CELLPHONE NUMBER	.....
FACSIMILE NUMBER	CODE .....NUMBER.....
E-MAIL ADDRESS	.....
VAT REGISTRATION NUMBER	.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....☐

A REGISTERED AUDITOR.....☐

[TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

**A BIDDER WHO QUALIFIES AS AN EME IN TERMS OF THE B-BBEE ACT MUST SUBMIT A SWORN AFFIDAVIT CONFIRMING ANNUAL TOTAL REVENUE AND LEVEL OF BLACK OWNERSHIP.**

ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES or NO

[IF YES ENCLOSE

PROOF]

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED.....

---

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Department:** .....

**Contact Person:** .....

**Tel:** .....

**Fax:** .....

**E-mail address:**.....

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** Mr. L. Ngcobo

**Tel** : 031 203 2128

**Fax** : 031 203 2115

**E-mail address:** [lindani.ngcobo@kznworks.gov.za](mailto:lindani.ngcobo@kznworks.gov.za)

**ENQUIRIES TO BE DIRECTED TO: INSERT MAP INDICATING LOCALITY OF QUOTATION  
BOX HERE**

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## SECTION B

### NOTES AND SPECIAL INSTRUCTIONS TO SERVICE PROVIDERS REGARDING THE COMPLETION OF QUOTATION FORMS

PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO THE PRESCRIPTS OF THE KWAZULU-NATAL LAND ADMINISTRATION ACT, 2003 (ACT 3 OF 2003); THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE NATIONAL TREASURY SUPPLY CHAIN MANAGEMENT POLICY GUIDELINES, DECEMBER 2005.

#### 1. GENERAL

- 1.1 Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural *and vice versa* and words importing the masculine gender shall include the feminine and the neuter.

#### 2. COMPLETION, LODGING AND CLOSING OF QUOTATIONS

- 2.1 Under no circumstances whatsoever may the quotation forms be retyped or redrafted. Photocopies of the original quotation documentation may be used, but an original signature must appear on such photocopies.
- 2.2 The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 2.3 Quotations submitted must be complete in all respects.
- 2.4 Quotations shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 2.5 Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope with the name and address of the Bidder, the quotation number and closing date indicated on the envelope. **The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with such quotations may be rejected as being invalid.**
- 2.6 All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotations. Where, however, a quotation is received open, it will be sealed. If it is received without a quotation number on the envelope, it will be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 2.7 A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.
- 2.8 No quotation sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 2.9 No quotation submitted by telefax, telegraphic or other electronic means will be considered.
- 2.10 Any alteration made by the Bidder must be initialled.
- 2.11 Use of correcting fluid is prohibited.

- 2.12. Quotations will be opened in public as soon as practicable after the advertised closing time for quotations.
- 2.13. Where practical, prices are made public at the time of opening quotations.
- 2.14. The whole of this quotation document is to be returned by the bidder at the time of submitting a quotation with all the blank spaces properly and fully completed and properly signed (by the bidder) and witnessed where required.

### **3. VALIDITY OF QUOTATIONS**

- 3.1 The bidder must, if requested by the **Department of Public Works**, consider extending validity period stated in the quotation document for as agreed additional period.

### **4. ARITHMETICAL ERRORS**

- 4.1 The bidder must provide clarification of a quotation offer in response to a request to do so from the Department of Public Works during the evaluation of quotation offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of prices or substance of the quotation offer is sought, offered or permitted. The total of the prices stated by the bidder shall be binding upon the bidder.

### **5. EVALUATION OF QUOTATIONS**

- 5.1 The open procedure will be used to evaluate this bid.
- 5.2 The bidder with the highest bid may be selected.

### **6. RENTAL PAYMENT OPTIONS (Delete that which is not applicable)**

BIDDERS TO NOTE THAT THE OPTION CHOSEN IN THIS DOCUMENT WILL BE THE OPTION USED IN THE LEASE AGREEMENT.

- 6.1 Given the Provincial Administration policy to eliminate fraud, it is preferred to make payments by means of Electronic Funds Transfer. Service providers shall hold a valid current or savings account at a bank. The Department reserves the right to verify the existence and name of the holder of the account.

- 6.2 The details of the Departmental Banking Account are as follows;

BANK: ABSA  
BRANCH NAME: CHATTERTON ROAD  
BRANCH NO: 630525  
ACCOUNT TYPE: CURRENT  
ACCOUNT NAME: KZN PROV GOVT – WORKS  
ACCOUNT NO: 40-7248-5515

OR

- 6.3 The successful bidder can make cheque payments made out to the KZN PROV GOVT – WORKS which cheque payments can be posted to Private Bag x 54336, Durban, 4001 or hand delivered to the following address wherein a receipt will be issued to the Lessee; 455A King Cetshwayo Road, Mayville.

OR

- 6.4 The Successful bidder can make cash payments to the following offices, the contact details are as follows; Finance Section: 455A King Cetshwayo Road, Mayville.

## **7. DECLARATION (BY BIDDER) OF GOOD STANDING REGARDING TAX**

### **TAX COMPLIANCE STATUS VERIFICATION**

It is a condition of bid that the taxes of the successful bidder must be in order, or that Satisfactory arrangements have been made with South African Revenue Service (SARS) to Meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch Office nationally. The Tax Clearance Requirements are also applicable to foreign bidders /Individuals who wish to submit bids.
2. Bidders shall obtain a Tax Compliance Status (TCS) unique PIN online via e Filing or Visiting SARS branch office nationally.
3. The TCS PIN will be used by authorized third parties to verify your compliance status, therefore it must be provided together with the bid. Failure to submit the TCS PIN will result in the invalidation of the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate TCS PIN.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the Website [www.sars.gov.za](http://www.sars.gov.za).

<b>Tax Reference Number</b>	
<b>TCS PIN Number</b>	

**Bidder's Signature** \_\_\_\_\_

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

## **8. VALUE ADDED TAX REGISTRATION**



- 8.1 Service providers are requested to provide a VAT Registration Certificate if they are VAT Registered.
- 8.2 Service providers who have applied for VAT Registration but have not received a VAT Registration Certificate (form 112), must provide an application for VAT Registration Certificate (form 101) within 14 working days of closure of the quotation and failure to do so will lead to disqualification.
- 8.3 It must also be clear that only Service providers that are VAT Registered will be paid VAT, Service providers who do not yet qualify for VAT Registration (accumulative awards less than R1 000 000, 00 per annum) are not allowed to claim VAT.

## **9. SPECIAL CONDITIONS/DEFINITIONS**

- 9.1. **“LETTABLE AREA”**; the total/gross area in m<sup>2</sup> that is offered by the Department of Public Works.
- 9.4. The Head: Public Works will be the sole adjudicator of the suitability of the quotation in relation to the purpose for which it is let. Any decision of the Head: Public Works will be final and no reasons for any decision will be furnished.
- 9.5. **A lease will be entered into with the successful Bidder. A copy of the lease agreement to be used is included in this tender document and no lease agreement prepared by a Bidder will be considered for use in concluding a contract.**

## **10. PRO FORMA LEASE AGREEMENT**

- 10.1 The **pro forma** lease agreement forming part of these documents is of a standard nature as approved by the Public Works - KZN Legal Services and will be used for the letting of the tuck shop. It is therefore vital that special care is taken when filling in the document and signing it.
- 10.2 Where options are available, the Bidder may choose by deleting the option not applicable. A single black line is to be used to delete the clause and to be initialled by the person authorised to sign the tender and be initialled by two witnesses.

## **11. RELATIONSHIP WITH THE CLIENT DEPARTMENT**

- 11.1. Service providers are informed that under no circumstances must any negotiations be entered into with, or enquires be directed to, any official in the Client Department. **Any enquiries during the period must be directed to the person named in the quotation advertisement.**
- 11.2 During the currency of any lease concluded, the successful Bidder may direct all enquiries, negotiations, etc, to a duly authorised official in the Department of Public Works.

## **12. DOCUMENTS TO BE PROVIDED BY THE DEPARTMENT OF PUBLIC WORKS**

**The Department of Public Works will provide the following documents when site handover is done:**

### **CERTIFICATE OF COMPLIANCE**

- 12.1 A certified copy of the actual signed Certificate of Compliance as per SABS 1042/1 "Code of Practice for wiring of the Premises".
- 12.2 A Certificate of Compliance in terms of the Occupational, Health and Safety Act.
- 12.3 A certified copy of a letter the local Fire Chief confirming that the building meets the Local Fire Regulations

**SECTION C**  
**REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

**NATIONAL TREASURY's CENTRAL SUPPLIER DATABASE**

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to Department of Public Works in order to enable it to verify information on the CSD: Supplier Number and Unique reference number.

**CSD NUMBER: MAAA .....**

**SECTION D**

**DECLARATION THAT INFORMATION ON NATIONAL TREASURY CENTRAL SUPPLIER  
DATABASE IS  
CORRECT AND UP TO DATE**  
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorised  
representative)....., WHO  
REPRESENTS (state name of bidder).....

.....  
.....AM AWARE OF THE CONTENTS OF THE NATIONAL  
TREASURY CENTRAL SUPPLIER DATABASE WITH RESPECT OF THE BIDDERS DETAILS  
AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT  
AND UP TO DATE AS ON.....(DATE) AND AM AWARE THAT  
INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION  
FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT.

\_\_\_\_\_  
NAME OF BIDDER OR AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: \_\_\_\_\_

## SECTION E

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state\*, or persons having kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of the possible allegations of favouritism, should the resulting bid/quotation, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her/their authorized representative declare his/her/their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her/their interest, where-

1.1 the bidder is employed by the state; and/or

1.2 the legal person on whose behalf the quotation/bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quotation(s)/bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quotation/bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the quotation/bid document.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, shareholder etc.): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

\*"State" means –

- (a) Any national or provincial department, national or provincial public entity or Constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

2.7. Are you or any person connected with the bidder YES / NO  
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name or person / director / shareholder / member: .....

Name of state institution to which the person is connected: .....

Position occupied in the state institution: .....

Any other particulars:

.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / YES / NO  
shareholders / members of their spouses conduct business  
with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have YES / NO  
any relationship (family, friend, other) with a person  
employed by the state and who may be involved with the  
evaluation and or adjudication of this quotation/bid?

2.9.1 If so, furnish particulars:

.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, YES / NO  
aware of any relationship (family, friend, other) between  
the bidder and any person employed by the state who  
may be involved with the evaluation and or adjudication of  
this quotation/bid?

2.10.1 If so, furnish particulars:

.....  
.....  
.....

2.11 Do you or any of the directors / shareholders / members YES / NO  
of the company have any interest in any other related  
companies whether or not they are bidding for this  
contract?

2.11.1 If so, furnish particulars:

.....

## 2 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number


### DECLARATION

I, THE UNDERSIGNED (NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

**SECTION F**  
**QUOTATION FORM**  
**(To be completed by Bidder)**

**ZNT 2988**

CLOSING DATE & TIME	BID NUMBER	LEASE PERIOD	VALIDITY PERIOD
<b>@11:00</b>	<b>ZNT 2988</b>	<b>5 YEARS</b>	<b>90 DAYS</b>

NB: QUOTATION PRICES MUST BE IN SOUTH AFRICAN CURRENCY AND BE INCLUSIVE OF VALUE-ADDED TAX

**DESCRIPTION: DEPARTMENT OF HEALTH: REQUEST FOR PROPOSAL OF THE APPOINTMENT OF SERVICE PROVIDER TO THE LETTING OF “TUCKSHOP” AS A TRADING FACILITY AT OSINDISWENI HOSPITAL TUCKSHOP.**

**QUOTATION PRICE:-**

FOR 5 YEAR PERIOD - R \_\_\_\_\_  
(This amount carried forward from page “2” of “Offer to Lease” form)

AMOUNT IN WORDS - \_\_\_\_\_  
\_\_\_\_\_

**NAME OF BIDDER AND SIGNATURE**

NAME OF TENDERER: _____	
ADDRESS: _____	
TEL: _____	
FAX: _____	
NAME OF PERSON AUTHORISED TO SIGN QUOTATION _____	
DATE: _____	SIGNATURE: _____
SIGNATURE OF WITNESS: _____ PRINT NAME: _____	
NAME OF BIDDER: _____	
NAME OF PERSON AUTHORISED TO SIGN BID: _____	
DATE: _____	SIGNATURE: _____



## **SECTION G**

### **SPECIFICATION, CONDITIONS OF CONTRACT**

#### **1. INVITATION TO QUOTE**

Service providers are invited by the KZNPA Department of Public Works to quote for the letting of a "Tuck Shop" as a trading facility at the Osindisweni Hospital, Department of Health.

A lease will be entered into with the successful bidder. A copy of the lease to be used is included in this quotation document and no lease agreement prepared by any bidder will be considered for use in concluding a contract.

#### **2. PERIOD OF LEASE**

The lease shall be for the period of three (3) years.

#### **3. COMPULSORY SITE MEETING**

Service providers are advised that in the event of a compulsory site inspection being arranged (as indicated in the quotation invitation advertisement), any quotation submitted by a Bidder who was not present at such meetings or who does not supply the necessary certificate (properly completed and signed), together with the other quotation documents, will be disregarded.

#### **4. PRO FORMA LEASE AGREEMENT**

The *pro forma* lease agreement forming part of these documents is of a standard nature as approved by the Department of Public Works Legal Services and will be used for the letting of the tuck-shop facility. Should any of the terms and conditions be unacceptable separate comment is to be submitted for consideration in consultation with the Department of Public Works Legal Services, where after the pro-forma may be amended accordingly.

#### **5. OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO .85 OF 193)**

The successful Bidder shall be responsible for the observance of all applicable Health and Safety Legislation relating to the protection of itself, its staff and any other persons invited onto or visiting the Property and shall be responsible for the compliance of all applicable Legal Requirements, regulations and requirements of statutory or regulatory authorities concerning the services provided.

Accidents to the successful Bidder, its staff or agents which ordinarily require reporting in accordance with the Occupational Health and Safety Act and all other relevant legislation, shall be reported immediately to the Head: Public Works

#### **6. EQUIPMENT, MATERIAL ETC, SUPPLIED BY THE DEPARTMENT**

The equipment, materials etc., listed in the Specification Schedule contained herein is currently installed in the premises. The successful Bidder will be required to accept, connect (if applicable) and maintain such equipment, material etc., to legally accepted standards, at own cost, and to the approval of the Head: Public Works throughout the currency of the lease agreement.

## **7. EQUIPMENT, MATERIAL ETC., TO BE SUPPLIED BY THE SUCCESSFUL BIDDER**

The successful Bidder will be required to supply all his/her their own equipment, material, etc., over and above the items listed in the Specification Schedule contained herein which may be necessary for the conduct of a fully operational business in the premises.

All electrical and/or gas operated equipment brought onto the premises is to be in proper working order and the successful Bidder will be required to maintain such equipment to legally accepted standards throughout the currency of the lease agreement.

The Head: Public Works reserves the right to inspect all equipment and material brought onto the premises by the successful Bidder who, by the submission of a quotation document, undertakes to remove any materials and remove or repair any equipment found to be defective or posing a hazard to the staff of the institution and the public within one week of receiving written notice from the Head: Works in regard to what equipment or materials are considered to be defective or hazardous shall final.

## **8. DOMESTIC SERVICES CHARGES (WATER AND ELECTRICITY)**

Over and above the rental payments, the successful bidder shall be responsible for an amount of R500 per month of the electricity & Water (escalation of 10% per annum).

## **9. PAYMENT OF RENTAL**

The lessee should pay 3 months upfront rental.

## **10. MANDATORY TABLE**

<b>MANDATORY REQUIREMENTS</b>		
Proof of working capital	Funds equivalent to 3 months of the proposed rental.	
Operational Plan	Proposal outlining on how the tuck-shop will be managed	

**11** Bidders who have passed the two phases namely, administrative compliance and mandatory will be called for presentation in order to clarify their proposal of operational plan.

**12** The facility will be let to the tenant as "voetstoets"

## **13. VALIDITY**

This quotation shall be valid for a period of ninety (90) calendar days calculated from the closing time specified.

## 11. DESCRIPTION OF PREMISES

NO.	DESCRIPTION	INFORMATION
1	Name & Address of Institution	Osindisweni Hospital Department of Health Private Bag X15 Verulam 4340
2	Area of the tuckshop in M <sup>2</sup>	45M <sup>2</sup>
3	Attached clear plan of the tuckshop, plus locality plan of the tuckshop in relation to the institution	Not Available
4	List available equipment (e.g. fridge, counter, etc.)	Fixed Counter / Shelving
5	Brief details of fixtures & fittings	Fixed Counter / Shelving
6	<u>Finishes:</u> Floor Wall Ceiling	Ceramic tiles Wall Plastered and painted
7	Provision for loading / unloading of stock	Available
8	Trading hours, e.g. Weekdays, weekends/ Public Holidays. Proper time must be stipulated	8am to 7pm
9	Expected patronage of tuckshops e.g. only Hospital staff, patients and visitors / general public	Hospital staff and Patients
10	Any restrictions to 10. Above must be given	None
11	Availability of parking for successful tender	Yes

12	Nature of access, e.g. via security / separate entrance, other	Via main Security Gate
13	Any security requirements e.g. disc for access control, disc for parking, etc (to be arranged by the Hospital management)	Parking Disc will be made available
14	<u>Any other requirements</u>	No cooking of food will be permitted

**ESCALATION FROM YEAR 2:.....%**

	A	B	C	D
	MONTHLY RENTAL	WATER AND ELECTRICITY	TOTAL MONTHLY RENTAL (A+B)	X12 MONTHS (C X 12)
A: YEAR 1	R	R	R	TOTAL YEAR 1 R
B: YEAR 2 ESCALATION .....%	R	R	R	TOTAL YEAR 2 R
C: YEAR 3 ESCALATION .....%	R	R	R	TOTAL YEAR 3 R
D: YEAR 4 ESCALATION .....%	R	R	R	TOTAL YEAR 4 R
E: YEAR 5 ESCALATION .....%	R	R	R	TOTAL YEAR 5 R
TOTAL: YEAR 1+2+3+4+5 (A+B+C+D+E)				R

**SECTION H**

**COMPULSORY PRE-BRIEFING SESSION CERTIFICATE**

Site/building/institution involved: Department of Public Works

**Bid no.:** ZNT 2988

**Service:** Request for Proposal of the Appointment of Service Provider to the Letting of Tuck-shop as a trading facility Osindisweni Hospital

\*\*\*\*\*

THIS IS TO CERTIFY THAT (NAME)

\_\_\_\_\_

ON BEHALF OF

\_\_\_\_\_

ATTENDED THE OFFICIAL BRIEFING SESSION/INSPECTED ON  
\_\_\_\_\_ (DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE  
SERVICE TO BE RENDERED.

\_\_\_\_\_  
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE  
(PRINT NAME)

DATE: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE  
(PRINT NAME)

DEPARTMENTAL STAMP  
(OPTIONAL)

DATE: \_\_\_\_\_

## SECTION I

### AUTHORITY TO SIGN A BID

#### A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

#### AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20.....,  
Mr/Mrs.....

..... (whose signature appears

below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name ..... of ..... Company)

IN ..... HIS/HER ..... CAPACITY ..... AS:

SIGNED ON BEHALF OF COMPANY: .....  
(PRINT NAME)

SIGNATURE OF SIGNATORY: ..... DATE: .....

WITNESSES: 1 .....

2 .....

#### B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the  
sole owner of the business trading as

.....

.....

.....  
SIGNATURE  
(PRINT NAME)

.....  
DATE

**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as.....  
hereby authorized .....to sign this bid as well as any  
contract resulting from the bid and any other documents and correspondence in connection  
with this bid and /or contract on behalf of

..... <b>SIGNATURE</b> (PRINT NAME)	..... <b>SIGNATURE</b> (PRINT NAME)	..... <b>SIGNATURE</b> (PRINT NAME)
..... <b>DATE</b>	..... <b>DATE</b>	..... <b>DATE</b>

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....

.....Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of Close Corporation) .....

**SIGNED ON BEHALF OF CLOSE CORPORATION:** .....  
(PRINT NAME)

**IN HIS/HER CAPACITY AS** ..... **DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1 .....

2 .....



**E CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative).....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**  
(PRINT NAME)

.....

**IN HIS/HER CAPACITY AS:**.....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:**.....

**NAME IN BLOCK LETTERS:**.....

**WITNESSES:** 1 .....

2 .....

## **F JOINT VENTURE**

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

### **AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs.....,Mr/Mrs.....,

Mr/Mrs.....and Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture).....

**IN HIS/HER CAPACITY AS:**.....

**SIGNED ON BEHALF OF (COMPANY NAME):**.....  
(PRINT NAME)

**SIGNATURE :**..... **DATE:**.....

**IN HIS/HER CAPACITY AS:**.....

**SIGNED ON BEHALF OF (COMPANY NAME):**.....  
(PRINT NAME)

**SIGNATURE:**..... **DATE:**.....

**IN HIS/HER CAPACITY AS:**.....

**SIGNED ON BEHALF OF (COMPANY NAME):**.....  
(PRINT NAME)

**SIGNATURE:**..... **DATE:**.....

**IN HIS/HER CAPACITY AS:**.....

**SIGNED ON BEHALF OF (COMPANY NAME):**.....  
(PRINT NAME)

**SIGNATURE:**..... **DATE:**.....

**G. CONSORTIUM**

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on.....20...

Mr/Mrs.....

(Whose signature appears below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium).....

**IN HIS/HER CAPACITY AS:**.....

**SIGNATURE:**..... **DATE:**.....  
(PRINT NAME)

## SECTION J CONDITIONS OF QUOTATION

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
  - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
  - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal General Conditions of Contract, with which I/we am fully acquainted;
  - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
  - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :  
.....  
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.
- 7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

(1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.

(2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-

(a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or

(b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

**SIGNED ON THIS..... DAY OF..... 20..... AT**

.....  
**SIGNATURE OF BIDDER OR DULY  
AUTHORISED REPRESENTATIVE**

.....  
**NAME IN BLOCK LETTERS**

**ON BEHALF OF (BIDDER'S NAME)** .....

**CAPACITY OF SIGNATORY** .....

**NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)** .....

.....  
**POSTAL ADDRESS**

.....  
**TELEPHONE NUMBER:** .....

**FAX NUMBER:** .....

**CELLULAR PHONE NUMBER:** .....

**E-MAIL ADDRESS:** .....

## SECTION K DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

(To be completed by Bidder.)

- 1 This Section must form part of all bids invited.
- 2 It serves as a declaration to be used by Departments in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the Department's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	<p>If so, furnish particulars:.....</p> <p>.....</p> <p>.....</p>		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>To access this Register, enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	<p>If so, furnish particulars:.....</p> <p>.....</p> <p>.....</p>		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	<p>If so, furnish particulars:.....</p> <p>.....</p> <p>.....</p>		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:..... ..... .....		

### CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## SECTION L

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(ZNT 2988): **Department of Health: Request for Proposal of the Appointment of Service Provider to the Letting of Tuck-shop as trading facility at Osindisweni Hospital Tuck-shop.**

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Osindisweni Hospital)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) Has been requested to submit a bid in response to this bid invitation;
  - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium<sup>3</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) Methods, factors or formulas used to calculate prices;
  - (d) The intention or decision to submit or not to submit, a bid;
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

<sup>3</sup> 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.

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

.....  
Signature  
.....  
Position

.....  
Date  
.....  
Name of Bidder

## SECTION M

### GENERAL CONDITIONS OF CONTRACT

**THE ENTIRE GENERAL CONDITIONS OF CONTRACT DOCUMENT MUST BE READ TOGETHER WITH THE DEPARTMENTAL STANDARD LEASE AGREEMENT, WHICH FORMS PART OF THE BID DOCUMENT.**

**DEFINITIONS:** The following terms shall be interpreted as indicated:

- (a) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- (b) "Contract" means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) "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.
- (e) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) "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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) "Day" means calendar day.
- (h) "Delivery" means delivery in compliance with the conditions of the contract or order.
- (i) "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- (j) "Delivery into consignees store or to his site" means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- (k) "Dumping" occurs when a private enterprise abroad market its goods and services 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.
- (l) "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) "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.
- (n) "GCC" mean the General Conditions of Contract.
- (o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (p) "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 Contractor 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 supplies covered by the bid will be manufactured.
- (q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) "Project site" where applicable, means the place indicated in bidding documents.
- (u) "Province" means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
- (v) "Republic" means the Republic of South Africa.

- (w) "SCC" means the Special Conditions of Contract.
- (x) "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 Contractor covered under the contract.
- (y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **1. CESSION OF CONTRACTS**

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

## **2. DISCREPANCIES**

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces' Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

## **3. QUALITY AND GUARANTEE**

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- 3.2 Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province's Representative at the time the Goods were delivered.

- 3.4 The Contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Contractor 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 Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 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 the Special Conditions of Contract.
- 3.6 The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Province. Should the Contractor delay remedial work in excess of time stipulated by the Province's representative, the Province may have such remedial work executed at the Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Province, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Province may sustain by reason of such action as the Province may take, in terms of this clause.
- 3.7 The risk in respect of the Goods purchased by the Province under the contract shall remain with the Contractor until such goods have been delivered to the Province.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.
- 3.9 If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

#### **4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION**

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without cancelling the contract, be entitled forthwith 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 supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.
- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without cancelling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 4.5 In the event of the Province availing itself of the remedies provided for in paragraph 4.2 -
  - 4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or
  - 4.5.2 If the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.

- 4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.
- 4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period

## **5. PATENTS**

- 5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Province against any claims arising there from.
- 5.2 The Contractor shall indemnify the Province against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the Province.

## **6. PACKAGING, MARKING AND DELIVERY**

- 6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Province.
- 6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.
- 6.3 Goods shall be delivered to the address within the Province's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.
- 6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Province. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.
- 6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Province. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- 6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Province upon receipt of an order in writing of any anticipated



delays, citing reasons therefore and put forward a new anticipated delivery date. The Province may then extend the delivery date, if and as it deems fit.

- 6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Province reserves the right (after giving the Contractor seven days notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Province any extra cost incurred over and above the contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.
- 6.8 If the Contractor cannot produce proof satisfactory to the Province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.
- 6.9 If at any time the Province ascertains that, due to negligence of the Contractor or for reasons beyond his control:
  - 6.9.1 No work on the order has been commenced and in the opinion of the Province, there is little or no prospect of work being commenced in reasonable time;
  - 6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or
  - 6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be affected by mutual arrangement or where this is not possible by the decision of the Province. The Contractor shall then as soon as possible after such date deliver to the Province that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.
- 6.10 Should a price other than an all-inclusive price be required, this shall be specified in the SCC.

## **7. CONSIGNMENT OF GOODS**

- 7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Province to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.
- 7.2 Contractors shall arrange with Spoornet to deliver goods to the Province's stores during the hours and on the days that the stores are open.
- 7.3 The Province will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.
- 7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss shall be made by the Contractor.

## **8. PAYMENT**

- 8.1 The Contractor shall furnish the Province with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.
- 8.2 Payments shall be made promptly by the Province, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- 8.3 Payments will be made in Rand unless otherwise stipulated.
- 8.4 Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

## **9. INVOICES**

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

## **10. CONTRACT PRICE ADJUSTMENT**

- 10.1 Firm contract prices shall not be subject to adjustment. contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:-

- 10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid; the Province shall have the right to elect the price list on which any variation shall be based.
- 10.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.
- 10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.
- 10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.
- 10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.

- 10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Province before such date.
- 10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

## **11. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT**

- 11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options :
- 11.1.1 Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.
- 11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.
- 11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, it carry on with and complete the contract and in that event the Province may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.
- 11.2 Should the Province elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager

fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfilment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.

- 11.3 Should the Province act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

## **12. LAW TO APPLY**

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

## **13. OFFERING OF COMMISSION OR GRATUITY**

If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Province or person in the employ of the Province, any commission, gratuity, gift or other consideration, the Province shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

## **14. PREFERENCES**

- 14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right:-
- 14.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and / or
  - 14.1.2 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.
  - 14.1.3 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

## **15. WEIGHTS AND MEASURES**

The quantities of goods offered or delivered shall be according to South African standard weights and measures.

## **16. SECURITY**

- 16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.
- 16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Province inviting the bid.
- 16.3 No deposits are required for bid applications for contracts below R 500 000.

## **17. ORDERS**

- 17.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Province, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.
- 17.2 The Province reserves the right to call upon any Contractor during the contract period to make known the following details:
  - 17.2.1 Name of Institution placing order;
  - 17.2.2 Provincial official order number;
  - 17.2.3 Quantity ordered; and
  - 17.2.4 List of items ordered.

## **18. EXPORT LICENCES**

- 18.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:
  - 18.1.1 Not incur any direct or indirect costs in connection with the supply or despatch of such supplies before he has obtained such licence;
  - 18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

## **19. INSURANCE**

- 19.1 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.
- 19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

## **20. INSPECTION, TESTS AND ANALYSES**

- 20.1 In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the department inviting the bid, or person specially appointed by the Province to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.
- 20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of organisation acting on its behalf.
- 20.3 Inspections tests and analyses may be carried out prior to dispatch in regard to such contract goods as may be deemed necessary by the Province, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.
- 20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Province shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.
- 20.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Province calling for such tests or analyses.

Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Province shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.

- 20.6 Goods and services which do not comply with the contract requirements may be rejected.
- 20.7 Any goods 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, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Province may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor?
- 20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.
- 20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

## **21. RESTRICTION OF BIDDING**

Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organizations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

## **22. CONTRACTOR'S LIABILITY**

- 22.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from monies due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such monies or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.



- 22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

### **23. PRICE LISTS**

Price lists which are part of the contract shall not be amended without the approval of the Province, unless the SCC specify otherwise.

### **24. SUBMISSION OF CLAIMS**

- 24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.
- 24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period expired will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.
- 24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

### **25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR**

- 25.1 Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.
- 25.2 The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

### **26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT**

- 26.1 The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.

- 26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

## **27. AMENDMENT OF CONTRACT**

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect 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.

## **28. NOTICES**

- 28.1 Every written acceptance of a bid shall be posted to the supplier/bidder concerned by registered or certified mail and any other notice to him/her/it shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him/her/it in writing and such posting shall be deemed to be proper service of such notice.
- 28.2 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 such notice.

## **29. INCIDENTAL SERVICES**

- 29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:
- (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 Contractor of any warranty obligations under this contract; and
  - (e) Training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 29.2 Prices charged by the Contractor 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 Contractor for similar services.

### **30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

- 30.1 The Contractor shall not, without the Province'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 Province in connection therewith, to any person other than a person employed by the Contractor 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.
- 30.2 The Contractor shall not, without the Provinces prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.
- 30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract of so required by the Province.
- 30.4 The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

### **31. SPARE PARTS**

- 31.1 If specified in SCC, the Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:
  - (a) Such spare parts as the Province may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any warranty obligations under the contract.
  - (b) In the event of termination of production of the spare parts:
    - (i) Advance notification to the Province of the pending termination, in sufficient time to permit the Province to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the Province, the blueprints, drawings, and specifications of the spare parts, if requested.

### **32. PENALTIES**

- 32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province 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 delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or

performance. The Province may also consider termination of the contract in terms of the GCC.

### **33. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

- 33.1 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.

### **34. GOVERNING LANGUAGE**

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.

### **35. TAXES AND DUTIES**

- 35.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.
- 35.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.
- 35.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Province 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.

**SECTION N**

LEASE NO.:  
FILE NO.:  
ZNT 2988

**AGREEMENT OF LEASE**

entered into between

.....  
Represented herein by

.....  
I.D Number : .....

(hereinafter referred to as the LESSEE)  
of the one part  
and

**THE PROVINCIAL GOVERNMENT OF THE PROVINCE OF KWAZULU-NATAL**

Represented herein by

Mrs Mirriam Sindisiwe Linda in her capacity as Chief Director: Immovable Asset: KZN

Department of Public Works

Duly authorised representative  
(hereinafter referred to as the LESSOR)

LESSOR	LESSEE
.....	X.....
.....	X.....
.....	X.....

## LEASED PREMISES

1. The Lessor hereby lets and the Lessee hereby hires, certain premises described as rooms \_\_\_\_\_ in extent \_\_\_\_\_m<sup>2</sup>, situated at Osindisweni Hospital of the Department of Health.

## PERIOD OF LEASE

- 2.1 Notwithstanding the date of signature hereof, the lease shall be for a period of three (3) years, commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_.
- 2.2 This lease shall be terminated subject to three (3) months written notice being given by either party.

## RENTAL

- 3.1 The rental for the duration of the lease shall be the following:

\_\_\_\_\_ to \_\_\_\_\_ R \_\_\_\_\_ per month  
\_\_\_\_\_ to \_\_\_\_\_ R \_\_\_\_\_ per month  
\_\_\_\_\_ to \_\_\_\_\_ R \_\_\_\_\_ per month

The rental shall be paid in advance on or before the first day of every month during the currency of the lease.

## USE OF PREMISES

4. (a) The LESSEE shall use the premises for the purposes conducting a "Tuck Shop" facility and no other purpose whatsoever. The tenderer will be required, determined by demand to sell the following foods viz assorted sandwiches, cakes, fried foods, pastries, curries, carbonated cool drinks, fruit, sweets, chocolates, tea, coffee, milo.

### NO ALCOHOL BEVERAGES WILL BE PERMITTED.

- (b) The lessee shall be solely responsible to obtain, at his own cost, any licence or permit required in terms of any law to enable him to conduct the intended business within 60 days of taking occupation of the premises.

## ACTIVITIES CONDUCTED ON THE LEASED PREMISES

5. In the event of the LESSEE undertaking, or permitting to be undertaken, any activities in or on the leased premises, which in the sole discretion of the Lessor constitute?
- (a) A breach of the peace and/or
- (b) A disturbance of the amenities and/or enjoyment of the other persons resident or employed in the general area and/or

INITIALS  
LESSOR      LESSEE  
.....X.....  
.....X.....  
.....X.....

- (c) Conduct which is inappropriate or undesirable in or on premises under the control of the LESSOR, the LESSOR shall have the right to call upon the LESSEE, in writing, to desist immediately, failing which such failure shall constitute a breach of this agreement and the LESSOR, notwithstanding the provisions of Clause 13, shall be entitled to terminate the lease forthwith.

## **DOMESTIC SERVICE CHARGES**

### **6.1 ELECTRICITY AND WATER**

In addition to the rental referred to in paragraph 3, the Lessee shall be liable for the payment to the Lessor for Electricity and Water. Payments to the Lessor shall be made within 7 days of receiving the Accounts.

### **6.2 REFUSE REMOVAL**

In addition to rental referred to in paragraph 3, the Lessee shall be liable for payment, direct to the competent authority of charges for refuse removals.

- 6.3 No liability whatsoever shall rest upon the LESSOR for any interruption or failure of any Municipal or other services to the premises irrespective of the cause thereof.

## **SUBLETTING OR CESSION OF LEASE**

7. The LESSEE shall not cede, sub-let, mortgage or assign this lease or any of the rights held by it hereunder without having obtained the prior written approval of the LESSOR.

## **MAINTENANCE OF LEASED PREMISES**

- 7.1. The LESSEE acknowledges that he has inspected the premises, and accepts the premises as they are voetstoots, with any defects, be they latent or patent and on the condition that the Lessor shall not be liable for any damages arising from any such defects.
- 7.2. The LESSEE shall, to the satisfaction of the LESSOR, during the currency of this lease maintain the interior and exterior of the premises in a clean and tidy condition, free of litter and rubbish and in a good and proper state of repair. This includes damage or deterioration caused by any Act, wilful, negligent, omission or otherwise on the part of the LESSEE or his agents, employees, clients.

INITIALS	
LESSOR	LESSEE
.....X.....	.....X.....
.....X.....	.....X.....
.....X.....	.....X.....

- 7.3. If the LESSEE fails to repair or rectify such damage or deterioration as mentioned in sub-paragraph (7.2) above within one month of its occurrence, the LESSOR shall have the right to terminate the lease forthwith, effect the necessary repairs and recover the cost thereof, plus interest at the legal prescribed rate from the Lessess.
- 7.4. The Lessee shall be responsible for all plumbing blockages including all internal electrical repairs.
- 7.5. Upon termination of the lease, the LESSEE undertakes to return the premises to the LESSOR in the same good order and condition in which it was given, fair wear and tear excepted.

#### **FIXTURES, FITTING AND EQUIPMENT:**

8. All fixtures, fittings including equipment supplied by the Lessor must be maintained by the Lessee in a good and proper state. Repairs to fixtures, fittings and equipment are for the account of the Lessee, and must be carried out by registered competent service providers. No equipment/s supplied by the Lessor shall be removed from the premises.

#### **RIGHT OF INSPECTION**

9. The LESSOR and / or its authorised agent or agents, may at any time, enter upon the premises hereby leased thereof for the purpose of inspection.

#### **IMPROVEMENTS**

- 9.1. The LESSEE shall not erect any buildings on or effect any improvements to the leased premises without the prior written consent of the LESSOR.
- 9.2. Notwithstanding the grant of any consent contemplated in sub-paragraph 9.1 above, the LESSEE hereby waives any right to claim and undertakes not to claim from the LESSOR compensation for any improvements which, at the termination or cancellation of this lease, may have been effected to the said premises or for the value of any material used in effecting such improvements. The LESSEE shall remove any improvements effected by him, provided they are not of a permanent nature and removal is effected prior to the date of termination of this lease, without damage to the said premises. Any such non-permanent improvements which have not been removed by the date of termination of the lease shall be deemed to have been abandoned by the Lessee and shall become the absolute property of the Lessor.

INITIALS	
LESSOR	LESSEE
.....X.....	.....X.....
.....X.....	.....X.....
.....X.....	.....X.....



## INDEMNITY

10. The LESSEE hereby indemnifies the LESSOR against all losses, expenses, actions and claims including claims for damage to any property, injury or loss of life, and all costs, including costs between Attorney and Client, which the LESSOR may be adjudged or obliged to pay and arising directly or indirectly from any act or omission by the LESSEE, or and/or its employees.

## INSURANCE OF PREMISES

- 11.1 The LESSEE shall insure the building adequately and to the satisfaction of the LESSOR, against inter alia damage caused by fire, storms and political riot and must pay such premiums that shall become payable. Proof thereof shall be submitted to the LESSOR on demand.
- 11.1.2. The LESSOR shall not be responsible for any loss or damage caused to the property of the LESSEE, whether caused by fire, storm, hail or any other cause whatsoever.
- 11.3. The LESSEE shall, at his cost, take out a Public Liability Insurance Policy providing cover to the satisfaction of the LESSOR, and shall, on demand, produce to the LESSOR both the relevant insurance policy and the receipt for the premium payable in respect of the then current insurance period.

## TOTAL OR PARTIAL DESTRUCTION OF THE PREMISES

12. In the event of the total or partial destruction of the property by fire or any other cause whatsoever, the LESSOR shall, in his sole discretion, have the right to either terminate this lease or to require the lease to continue, in which event the LESSOR may or may not , at his sole discretion, grant to the LESSEE a reduction in the rental payable in an amount and for a period determined by the LESSOR. The LESSEE shall have no claim against the LESSOR for any damages arising directly or indirectly from any such partial or total destruction of the premises.

## BREACH OF THIS AGREEMENT

- 13.1 In the event of the LESSEE being in breach or default of any of the terms and conditions of this lease, whether by non-payment of any rental or otherwise, the LESSOR shall be entitled to give the LESSEE seven (7) days notice in writing to remedy such breach or default , to cancel this lease forthwith and to evict the LESSEE from the premises without prejudice to the LESSOR'S rights to sue the LESSEE for past breaches of this lease and to proceed for the recovery of the arrear rental and any other damages that the LESSOR may suffer.

INITIALS	
LESSOR	LESSEE
.....X.....	
.....X.....	
.....X.....	

- 13.2 In the event of the LESSOR terminating this lease and the LESSEE disputing the LESSOR'S right to so terminate and remaining in occupation of the premises, the LESSEE shall, pending settlement of such dispute, continue to pay the rental provided for in this lease for the period during which he continues in occupation, and the LESSOR shall be entitled to accept such payments, and such acceptance shall be without prejudice to and shall not in any manner affect the LESSOR'S claim to the termination then in dispute and any consequential damages.

#### RELAXATION OR INDULGENCE

14. Any relaxation or indulgence of whatever nature granted to the LESSEE by the LESSOR shall not in any way prejudice any of the LESSOR'S rights under this lease, and more particularly no act of the LESSOR in accepting rental after the due date and/or accepting an amount less than the amount due shall be construed as a waiver by the LESSOR of any of his rights under this Lease.

#### STATE REQUIRING PREMISES

15. In the event of the use of the premises being required for the purposes of the STATE, and notwithstanding the period of the lease herein before specified, the LESSOR shall be entitled to terminate this lease on three months written notice being given to the LESSEE.

#### DOMICILIUM CITANDI ET EXECUTANDI

16. All notices which may be required to be served under this lease shall be deemed to have been validly served if delivered personally to or posted by registered post to the relevant party at the appropriate *domicilium citandi et executandi* specified hereunder.

The *domicilium citandi et executandi* of each of the parties shall be as follows:

**LESSEE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LESSOR:**

Attention: Head: Department of Public Works  
191 Prince Alfred Street  
Pietermaritzburg  
3201

(if delivered)

Attention: Head: Department of Public Works  
Private Bag X 9041  
Pietermaritzburg  
3200

(if mailed)

INITIALS	
LESSOR	LESSEE
.....X.....	.....X.....
.....X.....	.....X.....
.....X.....	.....X.....

## VACATION OF THE LEASED PREMISES

17. The LESSEE undertakes, upon termination of this lease, to peacefully and quietly, without let or hindrance, deliver up possession of the premises hereby leased and deliver the keys to the System Manager: Osindisweni Hospital.

Tel. \_\_\_\_\_

## RESTORATION

18. Immediately prior to termination of this lease, the LESSOR and/or his agent and representatives of the LESSEE shall jointly inspect the leased premises and shall list any damages thereto for which the LESSEE can be held accountable in terms of clause 7 above. The LESSOR shall obtain at least three written quotes, where possible, for the repair of the listed damage. These quotes shall be presented to the LESSEE for scrutiny and acceptance. The LESSEE shall pay to the LESSOR an amount equal to the lowest of the acceptable quotes for the repairs. The LESSOR shall have the repairs effected in his own time and the LESSEE shall be liable for no more rental after the termination of this lease and the return of the keys in terms of clause 17 above.

## VARIATION CLAUSE

19. This Agreement constitutes the entire Agreement between the parties and any alternation, amendment, variation, extension or consensual cancellation of this lease shall be of no force and effect unless reduced to writing and signed by both parties.

## COST CLAUSE

20. Each party should pay its own costs incidental to the drawing and preparing of this Agreement.

INITIALS	
LESSOR	LESSEE
.....	X.....
.....	X.....
.....	X.....

THUS DONE AND SIGNED AT \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
LESSEE  
DULY AUTHORISED

WITNESSES:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

THUS DONE AND SIGNED AT \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
LESSOR  
DULY AUTHORISED

**WITNESSES**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_