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KZN Health > Components > Supply Chain Management

AdvertQuote

**KWAZULU-NATAL PROVINCE**
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 2021-09-08

Closing Date: 2021-09-16

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Head Office Quotations

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: Ilembe District

Date Submitted:

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:
HOH0174/22

Item Category: Services

Item Description: APPOINTMENT OF SERVICE OF TWO CUBAN DOCTORS AT ILEMBE DISTRICT

Quantity (if supplies) 01

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Select...

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: www.kznhealth.gov.zaQUOTES SHOULD BE DELIVERED TO: Quotations.scmho@kznhealth.gov.za

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Kwazikwakhe Cele

Email: Kwazikwakhe.Cele@kznhealth.gov.za

Contact Number: 033 815 8392

Finance Manager Name: Ashby Tyrone

Finance Manager Signature:

No late quotes will be considered

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: DEPARTMENT OF HEALTH- CENTRAL SCM
DATE ADVERTISED: 08/09/2021
PHYSICAL ADDRESS: 310 JABU NDLOVU STREET, SCM OFFICES, PIETERMARITZBURG, 3201

[illegible][illegible]

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO WILL RESULT IN YOUR QUOTE BEING DISQUALIFIED)

YES		NO	
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DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood-relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, 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 authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quote(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 quote.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

- 2.1. Full Name of bidder/representative..... 2.4. Company Registration Number:
 2.2. Identity Number: 2.5. Tax Reference Number:
 2.3. Position occupied in the Company (director, trustee, shareholder²): 2.6. VAT Registration Number:

2.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below. [TICK APPLICABLE]

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

2.8.1. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:.....

Position occupied in the state institution: Any other particulars:.....

2.8.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES ☐ NO ☐

2.8.2.1. If yes, did you attach proof of such authority to the quote document?

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.)

2.8.2.2. If no, furnish reasons for non-submission of such proof:

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

2.9.1. If so, furnish particulars:.....

2.10. Do you, or any person connected with the bidder, have 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 quote? YES ☐ NO ☐

2.10.1. If so, furnish particulars:.....

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

2.11.1. If so, furnish particulars:.....

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

2.12.1. If so, furnish particulars:.....

3. Full details of directors / trustees / members / shareholders.

NB: The Department Of Health will validate details of directors / trustees / members / shareholders on CSD. It is the suppliers' responsibility to ensure that their details are up-to-date and verified on CSD. If the Department cannot validate the information on CSD, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

4. DECLARATION

I, THE UNDERSIGNED (NAME)..... CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.

I ACCEPT THAT THE STATE MAY REJECT THE QUOTE OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name of bidder	Signature	Position	Date
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¹"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"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

1. AMENDMENT OF CONTRACT

- 1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

2. CHANGE OF ADDRESS

- 2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The institution is under no obligation to accept the lowest or any quote.
- 3.2. The price quoted must include VAT (if VAT vendor). However, it must be noted that the department reserves the right to evaluate all quotations excluding VAT as some bidders may not be VAT vendors.
- 3.3. The bidder must ensure the correctness & validity of quote:
- (i) *that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk*
- 3.4. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.5. This quotation will be evaluated based on the 80/20 points system, specification & correctness of information. All required documentation must be completed in full and submitted.
- 3.6. Offers must comply strictly with the specification.
- 3.7. Only offers that meet or are greater than the specification will be considered.
- 3.8. Late quotes will not be considered.
- 3.9. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.10. A bidder not registered on the Central Suppliers Database or verification has failed will not be considered.
- 3.11. All delivery costs must be included in the quote price, for delivery at the prescribed destination.
- 3.12. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.13. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.14. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered. Furthermore a verification will be done to identify if bidders have multiple companies and are quoting (cover-quoting) for this bid. In such instances only the cheapest bid according to specification will be considered.

4. SAMPLES

- 4.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
- (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
- (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 4.2. **Samples must be made available when requested in writing or if stipulated on the document.**
- (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

5. COMPULSORY SITE INSPECTION / BRIEFING SESSION

- 5.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.

- (i) The institution has determined that a compulsory site meeting ☐ will not take place
- (ii) Date ____/____/____ Time ____:____ Place _____

Institution Stamp:	Institution Site Inspection / briefing session Official
	Full Name:
	Signature:
	Date:

6. STATEMENT OF SUPPLIES AND SERVICES

- 6.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

7. SUBMISSION AND COMPLETION OF SBD 6.1

- 7.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

8. TAX COMPLIANCE REQUIREMENTS

- 8.1. In the event that the tax compliance status has failed on CSD, *it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.*
- 8.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, *the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.*

9. TAX INVOICE

- 9.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice is issued;
- (iv) a description and quantity or volume of the goods or services supplied;
- (v) the official department order number issued to the supplier;
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words tax invoice in a prominent place.

10. PATENT RIGHTS

- 10.1. The supplier shall indemnify the **KZN Department of Health** (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

11. PENALTIES

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

12. TERMINATION FOR DEFAULT

- 12.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
 - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
 - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 12.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 12.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all quotes invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all quotes:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this quote shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this quote is allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \text{ Where}$$

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: = (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

(Tick applicable box)

- 7.1 Will any portion of the contract be sub-contracted?

YES		NO	
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- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted..... %
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

8. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

- iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

YES		NO	
-----	--	----	--

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS.....
.....
.....



Health

Department:
Health
PROVINCE OF KWAZULU-NATAL

**ZNQHOH0174/22 – APPOINTMENT OF ASERVICE PROVIDERS TO RENDER ACCOMMODATION SERVICES FOR
CUBAN DOCTOR AT ILEMBE DISTRICTS : 08 MONTHS PERIOD**

**ZNQHOH0174/22 – APPOINTMENT OF ASERVICE PROVIDERS TO RENDER ACCOMMODATION SERVICES FOR
CUBAN DOCTOR AT ILEMBE DISTRICTS : 08 MONTHS PERIOD**

DEPARTMENT OF HEALTH: KWAZULU-NATAL

BID DOCUMENT

Department of Health: KwaZulu-Natal
Private Bag X9051
PIETERMARITZBURG
3200
Tel: 033 815 8392 / 033 940 2570

BID NUMBER

MONTH/YEAR

ZNQHOH0174/22

08 MONTHS PERIOD

**NOTE: THIS DOCUMENT MUST BE COMPLETED IN FULL AND THE ENTIRE DOCUMENT MUST BE
SUBMITTED AT CLOSING DATE OF BID**

NAME OF TENDERING ENTITY:

CENTRAL SUPPLIERS DATABASE REGISTRATION NUMBER:

CONTENTS

Section A	Invitation to bid
Section B	Special Instructions and Notice to Bidders
Section C	Registration on the Central Suppliers Database
Section D	Declaration that information on Central Supplier is Correct
Section E	Preference Points Claim Form ito PPPFA
Section F	Declaration of Interest
Section G	Conditions of Bid
Section H	Special Conditions & Specification
Section I	Official Briefing Certificate
Section J	Authority to sign a bid
Section K	Declaration of Bidder's Past Supply Chain Management Practices
Section L	Certificate of Independent Bid Determination
Section M	General conditions of a contract
Section N	Accommodation Location Checklist
Section O	Physical Verification Checklist
Section P	Lease Agreement

A INVITATION TO BID

A1.1 Bid Notice

The Department of Health – KwaZulu-Natal, hereby invites bidders for the provision of:

ZNQHOH0174/22 – APPOINTMENT OF ASERVICE PROVIDERS TO RENDER ACCOMMODATION SERVICES FOR CUBAN DOCTOR AT ILEMBE DISTRICTS : 08 MONTHS PERIOD

BID NUMBER: ZNQHOH0174/22

CLOSING DATE: 16 SEPTEMBER 2021

CLOSING TIME: 11H00

ZNQHOH0174/22 – APPOINTMENT OF ASERVICE PROVIDERS TO RENDER ACCOMMODATION SERVICES FOR CUBAN DOCTOR AT ILEMBE DISTRICTS : 08 MONTHS PERIOD

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

KZN DEPARTMENT OF HEALTH

SUPPLY CHAIN MANAGEMENT

OLD BOYS SCHOOL

310 JABU NDLOVU STREET

PIETERMARITZBURG

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT AND THE KWAZULU-NATAL LAND ADMINISTRATION AND IMMOVABLE ASSET MANAGEMENT ACT, ACT 2 OF 2014

The physical address for collection of bid documents is as listed hereunder or as indicated in the bid advertisement:

Department of Health
Supply Chain Management
310 Jabu Ndlovu Street
PIETERMARITZBURG
3201

Documents may be collected during working hours between 09:00 and 15:30. Queries relating to the issue of these documents may be addressed to:

Contact Person	Tel No	e-mail
MR K CELE	033 815 8392	Kwazikwakhe.cele@kznhealth.gov.za

Technical Enquiries

Bubele Mjila	033 940 2570	Bubele.mjila@kznhealth.gov.za
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Technical Enquiries

The closing time for receipt of bids is **11:00am** on **16 SEPTEMBER 2021**

Telegraphic, telephonic, telex, facsimile and late bids will not be accepted.

Bids may only be submitted on the bid documentation that is issued.

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

CODENUMBER.....

1. 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)**

2. 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

B. SPECIAL INSTRUCTIONS AND NOTICE TO BIDDERS

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT AND THE KWAZULU-NATAL LAND ADMINISTRATION AND IMMOVABLE ASSET MANAGEMENT ACT, ACT 2 OF 2014

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids 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 bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid submitted by telefax, telegraphic or other electronic means will be considered.
10. Bid documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
11. Any alteration made by the bidder must be initialed.
12. Use of correcting fluid is prohibited
13. Bid will be opened in public as soon as practicable after the closing time of bid.
14. Where practical, prices are made public at the time of opening bids.
15. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

17. VALIDITY OF BID

The bidder must, if requested by the **Department of Health**, consider extending validity period stated in the bid document for as agreed additional period.

18. ARITHMETICAL ERRORS

The bidder must provide clarification of a bid/offer in response to a request to do so from the **Department of Health** during the evaluation of bids offered. 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 bid offer is sought, offered or permitted. The total of the prices stated by the bidder shall be binding upon the bidder.

19. BANK ACCOUNT

Given the Department of Health policy to eliminate fraud, it is preferred to make payments by means of Electronic Funds Transfer. Bidders shall hold a valid current or savings account at a bank into which payments can be transferred via the electronic media (ACB). The Department reserves the right to verify the existence and name of the holder of the account.

20. TAX COMPLIANT

- 20.1 Bidders are requested to provide Tax pins
- 20.2 Bidders must ensure compliance with their tax obligations.
- 20.3 No award may be made to any bidder who is not tax compliant either on the Central Supplier Database or SARS eFiling system at the time of finalisation of the award of the bid. The Onus is on the bidder to ensure that their tax affairs are in order and is valid on the CSD.

21. PRO FORMA LEASE AGREEMENT

- 21.1 The *pro forma* lease agreement forming part of these documents is of a standard nature as approved by the Department of Health - KZN Legal Services and will be used for the hiring of the accommodation offered. If the contract is awarded this very same document will be utilised for the contract. It is therefore vital that special care is taken when filling in the document and signing it.
- 21.2 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

22. RELATIONSHIP WITH THE CLIENT DEPARTMENT

- 22.1. Bidders are informed that under no circumstances must any negotiations be entered into with, or enquires be directed to, any official in the **Health Institutions**.
Any enquiries during the period must be directed to the person named in the bid advertisement.
The Department of Health will in no way be responsible for or committed to negotiations that a user department may or might have conducted with a Lessor or owner of a building.
- 22.2 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 Health.
- 22.3 The Head of Department will be the sole adjudicator of the suitability of the accommodation offered by the bidders in relation to the purpose for which it is required. Any decision of the Head of Department : Health will be final and no reasons for any decision will be furnished

23. STAMP DUTY

The State is exempted from stamp duty in terms of Section 4 (1) (a) of the Stamp Duties Act, 1968 (Act No. 77 of 1968).

I/we, the undersigned hereby take note of the *pro forma* lease agreement set out above. I/we accept that should I/we default in any respect of this requirement, my bid will be evaluated as a nil return for submission in terms of functionality of this bid.

NAME OF BIDDER

DATE

SIGNATURE OF BIDDER

C REGISTRATION ON CENTRAL SUPPLIERS DATABASE

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

- 1 In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the verification functionality of key supplier information.
- 2 Prospective suppliers will be able to self-register on the CSD website: www.csd.gov.za
- 3 Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.
- 4 Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.

D DECLARATION OF INFORMATION ON CSD

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/ authorized representative).....

....., WHO REPRESENTS (state name of bidder).....

.....
AM AWARE OF THE CONTENTS OF THE 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 THE DATE OF SUBMITTING THIS BID.

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

.....
DATE

**SECTION E: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment () Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The value of this bid is estimated not to exceed R50 000 000 or to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable.
- 1.3. Points for this bid shall be awarded for:
- (a) Price; and
 - (b) Status Level of Contributor.

- 1.4. The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	80/90
STATUS LEVEL OF CONTRIBUTOR	20/10
Total points for Price and must not exceed	100

- 1.4.1. Failure on the part of a bidder to submit proof of Status level of contributor together with the bid will be interpreted to mean that preference points for Status level of contribution are not claimed.
- 1.5. The department reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the department.

2. DEFINITIONS

- a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- c) **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

- d) **"Black Designated Groups"** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- e) **"Black People"** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;
- f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- g) **"Co-operative"** means a co-operative registered in terms of section 7 of the Cooperatives Act, 2005 (Act No. 14 of 2005);
- h) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- i) **"Functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- j) **"Military Veteran"** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);
- k) **"prices"** includes all applicable taxes less all unconditional discounts;
- l) **"proof of status level of contributor" means:**
 - 1) Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the Act;
- m) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- n) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes; and
- o) **"stipulated minimum threshold"** means the minimum threshold stipulated in terms of regulation 8(1)(b).

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the status level of contribution in accordance with the table below:

STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (90/10 SYSTEM)	NUMBER OF POINTS (80/20 SYSTEM)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of Status Level of Contribution must complete the following:

6. STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 Status Level of Contributor: = (maximum of 10 or 20 points) (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4 and must be substantiated by relevant proof of status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i. What percentage of the contract will be subcontracted.....%
- ii. The name of the sub-contractor.....
- iii. The status level of the sub-contractor.....
- iv. Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	
-----	--	----	--

- v. Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

DESIGNATED GROUP: AN EME OR QSE WHICH IS AT LAST 51% OWNED BY:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:
- 8.2 VAT registration number:
- 8.3 Company registration number:
- 8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

SECTION F : DECLARATION OF INTEREST

DECLARATION OF INTEREST

Any legal person, including persons employed by the state¹, or persons having a 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, 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 authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the 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 bid.

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

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

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"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"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

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

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have 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 bid? YES / NO

2.9.1 If so, furnish particulars.

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

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

4. DECLARATION

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SECTION G : CONDITIONS OF BID

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 Department of Health (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 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 the provisions of the KwaZulu-Natal Land Administration and Immovable Asset Management Act, 2014 (Act 2 of 2014), the Preferential Procurement Policy Framework Act, Supply Chain Management Framework and the provisions of the Treasury Regulations in as far as they are applicable to immovable property.
 - (c) if I withdraw my bid within the period for which I have agreed that the bid shall remain open for acceptance, or fail to fulfil 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 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 fulfilment 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 (insert full physical address):
.....
.....
3. I/we furthermore confirm that I 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 fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I hereby undertake to satisfy fully any sentence or judgement 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, 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 Bidder 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 that 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

.....
NAME IN BLOCK LETTERS

AUTHORISED REPRESENTATIVE

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 H : SPECIAL CONDITIONS AND SPECIFICATION

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS FOR THIS BID

DEFINITIONS

- 1.1 "Department" means the Department of Health in the KwaZulu-Natal Provincial Administration.
- 1.2 "Head" means the officer appointed to the post of Head of the Department, who has signed this contract and shall include any person acting in that capacity.
- 1.3 "Contractor" means the person or persons, partnership, firm or company or close corporation, etc. whose BID for this work has been accepted, and who has, or have, signed this Contract, and shall include his or her heirs, executors, administrators, successors, and any representative, duly appointed, with the consent in writing of the Employer.
- 1.4 "Team" means person or persons representing or acting on behalf of the Contractor in the execution of this Contract.
- 1.5 "Written instructions" means any printed, typed or written documents or letter signed by or on behalf of the Head and addressed to the Contractor for the purpose of his guidance, direction or instruction.

2. BACKGROUND:

The Department of Health is seeking to establish a panel of Service Providers to render accommodation services to Medical Interns and Community Service Officers within the various districts of KwaZulu Natal. The Department is seeking suitably furnished residential accommodation for Medical Interns and Community Service Officers for a period of one year (community service) and twenty four months (Medical Interns) . The accommodation must be within an acceptable standard and be in a secure and safe environment due to the nature of the hours of work of the Doctors.

3. LEASE PERIOD:

The period of lease will be determined as and when the need arises

4. SPECIFICATIONS

4.1 Fully furnished residential accommodation for Medical Interns / CSOs for Department of Health

CATEGORY 1: HIRE OF SUITABLE FURNISHED RESIDENTIAL ACCOMMODATION TO ACCOMMODATE MEDICAL INTERNS AND COMMUNITY SERVICE OFFICERS PROVIDED SECURED ON-SITE PARKING BAYS

NB : The number of rooms required will be confirmed on demand. However estimated number of rooms required are contained herein.

It is feasible for Medical Interns / Community Service Officers to be accommodated in one bedroom units but if not possible, the Service Provider must ensure that the units offered have at least one bathroom to be shared by a maximum of 2 officers

The minimum specification for furniture requirements are as follows:

BEDROOMS:

1. Bedroom of a minimum size of $3.5\text{m} \times 3.5\text{m} = 12.25\text{m}^2$
2. One double bed (Must be able to take 70 Kg per person)
3. Wardrobe/built in cupboards (With water resistance material)
4. one electric plug & one light switch

5. Two bedside tables
6. Dressing table with mirror or as part of built in cupboard
7. Study table with a chair

KITCHENS:

1. Fridge with freezer
2. Four plate stove with oven and be fully functional
3. Microwave oven (Minimum 20L)
4. Build in cupboards (for groceries, cutlery, dishes etc)
5. Sink with cold & hot running water
6. Two electric plugs and one light switch
7. Cooking utensils and pots; crockery and cutlery
8. Electric kettle; toaster; iron and ironing board

LOUNGE / DINING ROOM:

1. TV Stand & TV Set (Smart TV with HDMI port)
2. Four or Six seater couches
3. One coffee table
4. Four or six seater dining table

BATHROOM:

1. Minimum of one bathroom (bath/shower) with cold and hot running water
2. Toilet pan with seat and basin – fully functional
3. Tiled floors
4. Bathroom set (toilet seat cover; sink mat and floor mat)

SECURITY:

The premises must have the following security measures:

1. Lockable gate (Standard size vehicle gate that is not less than 3 meters wide)
2. Perimeter fence of 1.8m high
3. Burglar guards on all the windows and doors
4. A valid contract with one of the PSIRA registered private security companies.

PARKING:

1. Premises should sufficient parking space in line with the number of Medical Interns / Community Service Officers' allocation and proportional relationship relating to above for visitors.
2. Ideal premises will be the one that provides lockable garages, however undercover parking will also be acceptable.

BUILDING CONDITION:

1. The building must be in a good condition and comply with the National Building Regulations as proclaimed by the National Building Regulations and Building Standards Act 1977 (Act 103 of 1977).
2. Bidder(s) are required to submit valid utility bills for water, electricity, sanitation & refuse removals.
3. The house / flat must comply with Occupational Health and Safety requirements E.g. Fire Extinguishers Certificate to be submitted.

GENERAL:

1. Floors: to be fitted with ceramic tiles throughout
2. If carpeted, these must be fully steam cleaned prior to occupation.
3. Geyser: 150 litres
4. Washing line
5. Burglar guards to be fitted to the entire windows and outside doors
6. Curtains/blinds throughout the house/flat in all windows and glass doors
7. Pre-paid electricity
8. 5km radius from hospital
9. The premises must be fully serviced with hot water, sanitation, refuse collection and electricity.

5. SPECIAL CONDITIONS OF CONTRACT

5.1. Accommodation Specific Requirements

- 5.1.1 The premises must be within a secure gated community with simplex or duplex style homes, be burglar guarded and have an active linked alarm system or the security guard at the gate.
- 5.1.2 The premises to be fully furnished as per the specification of minimum requirements set out in Section I, above and be fairly modern or newly renovated. Premises must be in a sound and good habitable condition.
- 5.1.3 The premises must have secured parking.
- 5.1.4 The premises must be fully compliant with all Health and Safety regulations and Municipal by-laws
- 5.1.5 If the premises are a stand-alone house, it must have automatic gates with remote access with a linked alarm system to a local security company.
- 5.1.6 If it is a freestanding property, it must have high fencing and secure access from street. The owner will be required to provide night security guard.
- 5.1.7 An electrical, plumbing and entomologist certificate not older than 6 months must be provided on award. Photographs or any other supporting documents must be provided to substantiate Compliance with the Special Conditions of Contract
- 5.1.8 Photographs or any other supporting documents must be provided to substantiate the Compliance with the Special Conditions of Contract.
- 5.1.9 Bidders / Companies are required to submit their prices with VAT inclusive. All prices submitted will be taken as VAT inclusive even if they fail to indicate on the price pages. The Department will not accept responsibility should the company fail to include VAT.
- 5.1.10 The location of a freestanding house must be within a safe environment/area. The landlord must provide a report from the local SAPS detailing crime stats over the last 6 months at the time of submitting the bid or visit the SARS website that has information relating to crime stats in a particular area.
- 5.1.11 Bidders / Companies are required to provide residential accommodation for the purposes of accommodating Medical Interns & Community Service Officers (CSOs) only. The Department will not accept accommodation that is partially occupied by other tenants who not the employees of the Department of Health.

5.2 Limitation of Liability

- 5.2.1 Please note that the number of rooms required is estimation. Upon award, the Department reserves the right to cancel the lease or NOT lease all or any of the number of room/s awarded. In the event that the Department, for any whatsoever reason beyond its control, does not lease all or some of the room/s so awarded to the bidder/s, the Department shall concede liability for penalty. Such liability shall be limited to payment equivalent to one (1) month rental for the tendered rooms not occupied. In submitting its offer, the bidder acknowledges and accepts this limitation of the Department's liability herein and agrees not to hold the Department liable for any other expenses, costs or damages, whether direct or indirect/consequential the bidder may claim to have suffered / incurred as a result hereof.

6. BIDDERS TO NOTE:

Bidders MUST comply with ALL the Special conditions of contract listed above. Should the Offer not comply with the Special Conditions of Contract, it will be regarded as non-responsive.

7. PRICING OF OFFERS

- 7.1 Since the bid is a database, those bidders who are compliant with the evaluation criteria will be placed on the database. Bidders will be required to provide pricing as per Section P
- 7.2 Bidders must complete the accompanying which indicates the District, Institution, Estimated number of rooms required. An indication of which district you wish to bid for must be completed by ticking the relevant box. Bidders must complete the property description to be offered, the address of accommodation, total number of rooms as well as the monthly rental per room.
- 7.3 The completed document must include the street addresses and Erf number of the property to be offered.
- 7.4 For pricing please refer to SECTION P
- 7.5 ****NOTE** PRICES GIVEN ARE INDICATIVE ONLY AND SHALL NOT BE BINDING ON THE DEPARTMENT AND THE BIDDER, THE ACTUAL PRICES THAT SHALL APPLY FOR ANY CASE WILL BE DETERMINED ON A CASE BY CASE BASIS AND WILL BE CONFIRMED ON THE ISSUANCE OF AN ORDER OR APPOINTMENT LETTER**

8. OFFERS SUBMITTED BY AGENTS

All Bidders to note that should bids be submitted by persons other than the owner of the premises offered, proper mandates and resolutions from the owner authorizing that his/her property can be let to the Department of Health – KZN must be submitted with this bid document. Failure to do so may render the offer as non-responsive.

LANGUAGE MEDIUM

The language medium for all documentation related to the Contract shall be in English.

10. SETTLEMENT OF DISPUTES

- 10.1 In case any dispute shall arise between the Department and the Contractor out of the interpretation of these Conditions, such dispute shall, unless otherwise settled between the Head and the Contractor be first referred to a special committee for mediation appointed jointly by the Head and the Contractor.
- 10.2 Should either of the parties fail to accept the results of mediation, the Head shall, at his sole discretion decide whether to refer the matter to either litigation or arbitration. Should the latter course of action be decided upon, the arbitrator shall be appointed by the Head on recommendation of the President of the South African Association of Arbitrators and approval by the MEC: Health and the Contractor. Such approval may not be withheld without stated valid reason. The decision of the Arbitrator shall be final and binding on both parties.

11. PROCUREMENT PROCEDURE

The open procedure will be used.

12.1. Method of bid evaluation

The procedure of the evaluation of bid will be a **Two Stage Process** structured as follows:

12.1.1 Stage One: Submission of Statutory and Essential information

RETURNABLES	
1.	Original and valid tax clearance certificate
2.	Signed and Completed Form of Tender (Bid)
4.	All documents indicated in Section G.1
5.	All Documents as per functionality criteria
6.	Copy of Google Map showing distance from the Institution (Meters / Kilometers)
7.	Copy of photographs of the premises with specific reference to fencing.
8.	Copy of photographs of the premises with specific reference to parking

Note: Failure to submit the following documentation will lead to an immediate disqualification of the bid:

12.1.2. Stage Two: Functionality Criteria (100 points)

Note

- (i) A minimum total of 60 points will be required to be responsive
- (ii) Bidders who fail to score the minimum threshold points and/or the total required 60 points will be considered non-responsive and will be disqualified.
- (iii) Bidders must submit the required detailed information to comply with the specified evaluation criteria
- (iv) Evaluation Criteria and in loco inspection
Bidders who are responsive will be subject to an in loco site inspection in line with Section O

SECTION I : OFFICIAL BRIEFING SESSION CERTIFICATE – NON APPLICABLE

BID No.: ZNQHOH0174/22

NOT APPLICABLE

SERVICE : ZNQHOH0174/22 – APPOINTMENT OF A SERVICE PROVIDER TO RENDER ACCOMMODATION SERVICES FOR CUBAN DOCTOR AT ILEMBE DISTRICTS : 08 MONTHS PERIOD

Date:

Time:

Venue:

THIS IS TO CERTIFY THAT (NAME)

ON BEHALF OF

ATTENDED THE OFFICIAL BRIEFING 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

DEPARTMENTAL STAMP :
(OPTIONAL)

DATE:

SECTION J : AUTHORITY TO SIGN 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/Miss..... (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 DATE
(PRINT NAME)

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
.....		
.....		

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

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

(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/Miss.....

(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 K : DECLARATION OF BIDDERS PAST

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	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? (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).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:.....		
4.2	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)? To access this Register, enter the National Treasury's website, www.treasury.gov.za , 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.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:.....		

4.3	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?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:.....		
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 ☐	No ☐
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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ 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).² 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

¹ Includes price bids, advertised competitive bids, limited bids and proposals.

² 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:

(ZNQHOH0174/22 -(a)): APPOINTMENT OF ASERVICE PROVIDERS TO RENDER ACCOMMODATION SERVICES FOR CUBAN DOCTOR AT ILEMBE DISTRICTS : 08 MONTHS PERIOD

in response to the invitation for the bid made by:

(VARIOUS HEALTH INSTITUTIONS)

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 consortium³ 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.

³ 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

.....
Date

.....
Position

.....
Name of Bidder

SECTION M : GENERAL CONDITIONS OF CONTRACT

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" means 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 that 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 favorable bid is accepted or less favorable 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 Landlord if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Landlord's control.

6.8 If the Landlord 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 Landlord 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 Landlord 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 Landlord have delayed commencement or completion of the order, cancellation of the order will be effected 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 Landlord'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 Landlord.

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

- 10.1 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 :
- 10.1.1 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.
- 10.1.2 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.
- 10.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself 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.
- 10.2 Should the Province elect to act in terms of paragraph 10.1.3 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 fulfillment 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.
- 10.3 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.

11. 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.

12. 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.

13. PREFERENCES

13.1 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:-

- 13.1.1 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
- 13.1.2 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.
- 13.1.3 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

14. WEIGHTS AND MEASURES

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

15. SECURITY

- 15.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.
- 15.2 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.
- 15.3 No deposits are required for bid applications for contracts below R 500 000.

16. ORDERS

- 16.1 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.
- 16.2 The Province reserves the right to call upon any Contractor during the contract period to make known the following details:
 - 16.2.1 Name of Institution placing order;
 - 16.2.2 Provincial official order number;
 - 16.2.3 Quantity ordered; and
 - 16.2.4 List of items ordered.

17. EXPORT LICENCES

17.1 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:

17.1.1 Not incur any direct or indirect costs in connection with the supply or despatch of such supplies before he has obtained such licence;

17.1.2 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.

18. INSURANCE

18.1 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.

18.2 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.

19. INSPECTION, TESTS AND ANALYSES

19.1 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.

19.2 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 an organisation acting on its behalf.

19.3 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.

19.4 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.

19.5 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.

- 19.6 Goods and services which do not comply with the contract requirements may be rejected.
- 19.7 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.
- 19.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.
- 19.9 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.

20. 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.

21. CONTRACTOR'S LIABILITY

- 21.1. 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 fulfillment 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.
- 21.2 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.

22. 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.

23. SUBMISSION OF CLAIMS

- 23.1 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.
- 23.2 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.

- 23.3 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.

24. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR

24.1 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.

24.2 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.

25. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

25.1 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.

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

26. 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.

27. NOTICES

27.1 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.

27.2 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.

28. INCIDENTAL SERVICES

28.1 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.

- 28.2 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.

29. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

- 29.1 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 so far as may be necessary for purposes of such performance.
- 29.2 The Contractor shall not, without the Province's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.
- 29.3 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 or so required by the Province.
- 29.4 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.

30. SPARE PARTS

- 30.1 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.

31. PENALTIES

- 31.1 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.

32. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 32.1 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.

33. 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.

34. TAXES AND DUTIES

- 34.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.
- 34.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.
- 34.3 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.

35. PROHIBITION OF RESTRICTIVE PRACTICES

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collective bidding (or bid rigging).
- 36.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 37.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

ILLEMBE DISTRICT MUNICIPALITY

[illegible]

****NOTE** PRICES GIVEN ABOVE ARE INDICATIVE ONLY AND SHALL NOT BE BINDING ON THE DEPARTMENT AND THE BIDDER, THE ACTUAL PRICES THAT SHALL APPLY FOR ANY CASE WILL BE DETERMINED ON A CASE BY CASE BASIS AND WILL BE CONFIRMED ON THE ISSUANCE OF AN ORDER OR APPOINTMENT LETTER.**

FUNCTIONALITY CRITERIA : ILLEMBE MUNICIPALITY

PROPERTY DETAILS					
	Name of Property				
	Physical Address of the Property				
	Property Type				
	Numbers of rooms				
	Name of the landlord				

B. MANDATORY REQUIREMENTS (Minimum points of 60)				Actual Points	Weighting Factor
1.	LOCATION	- If the premises is found within a radius of 5km, a score of 20 will be allocated. (20) - If the premises is found more than 5km's away however within a radius of 10km, a score of 15 will be allocated. (15) - If the premises is found beyond a radius of 10km, a score of 10 will be allocated. (10)			20
2.	SECURITY	The premises must be secured as explained below: - If the premises have perimeter fence of 1.8m high, lockable gate and security alarm system linked to a local security company or live security guard & burglary guards, a score of 30 will be allocated (30) - If the premises have perimeter fence of 1.8m high, lockable gate and security alarm system linked to a local security company or live security guard, a score of 20 will be allocated (20) - If the premises only have perimeter fence and lockable gate, a score of 10 will be allocated (10) - Non-compliance with the above, a score of 0 will be allocated (0). Bidder(s) to provide a letter from the Security Company linked to the existing security contract.			30
3.	PARKING	Provision of adequate safe onsite parking as per the tender specifications. - If it is a lockable garage, a score of 30 will be allocated. (30) - If it is undercover parking, a score of 20 will be allocated. (20) - If it is open parking, a score of 10 will be allocated (10) - Non-compliance with the above, a score of 0 will be allocated (0)			30
4.	BUILDING CONDITION	The building must be in a good condition and comply with the National Building Regulations as proclaimed by the National Building Regulations and Building Standards Act 1977 (Act 103 of 1977). Bidders are required to provide copies of Electrical Certificate of Compliance, Fire Certificate of Compliance and Entomologist / Pest Control Certificate. - If the bidder provides all 3 abovementioned Certificates, a score of 20 will be allocated (20) - If the bidder provides 2 Certificates, a score of 10 will be allocated (10) - If the bidder provides less than two Certificates, a score of 0 will be allocated (0)			20
TOTAL					100
MINIMUM POINTS TO QUALIFY AS RESPONSIVE BID					60

C. IN LOCO INSPECTIONS

For those who meet the above criteria, the Department shall conduct an in loco inspection in line with Section O.

NOTE: BIDDERS TO SCORE A MINIMUM OF 60 POINTS WILL BE SUBJECTED TO AN IN LOCO INSPECTION IN LINE WITH SECTION O



SECTION P : LEASE AGREEMENT

LEASE NO:
FILE REF. NO:
ZNQHOH0174/22: -(a)

AGREEMENT OF LEASE

ENTERED INTO BY AND BETWEEN
THE DEPARTMENT OF HEALTH – KWAZULU-NATAL

for and on behalf of the
KWAZULU-NATAL PROVINCIAL ADMINISTRATION
(Hereinafter referred to as “the Lessee”)

Represented herein by the Head of Department

DR S.C. TSHABALALA

and

(Full Name of the Landlord)

(Registration/ Identity Number)

(Represented herein by: Full Names)

(Capacity)

(Hereinafter referred to as “the Lessor”)

Hereinafter collectively referred to as “the Parties”

1. DEFINITIONS

For the purpose of this Agreement, unless the context indicates otherwise, the following definitions are set out for the terms indicated

"Agreement" means this Lease Agreement and includes all annexures hereto.

"Calendar month" – refers to a full month including weekends.

"Commencement date" shall mean the date as more fully described in clause hereunder.

"Lessor" shall mean the Landlord _____.

"Lessee" shall mean the KwaZulu-Natal Department of Health.

"Lease period" shall mean the period as stipulated in clause 3 of this lease agreement.

"Exterior property" shall mean the verandah, passage of the building, parking, garage and storage; this excludes the painting and maintenance of the exterior structure of the building.

"PFMA" means Public Finance Management Act No.1 of 1999.

2. INTERPRETATION OF AGREEMENT.

In this Agreement, unless the context otherwise indicates:

- 2.1 All words and expressions to any 1 (one) gender shall be capable of being construed as a reference to the other gender.
- 2.2 The words signifying the singular should include the plural and vice versa.
- 2.3 A reference to a natural person shall be capable of being construed as a reference to a juristic person and vice versa.
- 2.4 Words and phrases defined in this Agreement shall bear the meaning assigned to them throughout this Agreement.
- 2.5 Words and phrases used in this Agreement which are defined or used in any statute which applies to the subject matter, professional person, goods or services provided for in this Agreement shall be construed in accordance with the applicable statute or regulations.
- 2.6 Prior drafts or oral agreements in relation to the subject matter of this Agreement shall not be taken into account in the interpretation of the contents of this Agreement.

3. THE LEASED PREMISES

3.1 The LESSOR hereby lets, and the Lessee hereby hires premises situated at:

(hereinafter referred to as "the premises") subject to the following terms and conditions:

3.2 The aforementioned accommodation includes _____secured parking bays which is inclusive of the rental.

3.3 The above Units are fully furnished; copy of the inventories are annexed to this Agreement, **Annexure "A"**

3.4 For the duration of this Agreement, the premises will have sufficient burglar guards to ensure that the premises are safe and secure for occupation. The premises shall also be securely fenced.

4. PERIOD OF LEASE

4.1 Notwithstanding the date of signature of Parties, the provisions of this Agreement shall become effective from the _____ and shall remain in full force and effect until the _____

4.2 Should this Agreement expire and the Lessee remains in occupation for a period thereafter, the Lessee undertakes to pay rentals based on the rental payable at the rate in terms of this Agreement to the Lessor for the period that the Lessee remains in occupation. This clause does not intend to create expectation for automatic lease extensions/renewals but to address the period wherein the Lessee remains in occupation and the Lessee makes rental payments

5. RENTAL

5.1 The accommodation rental shall be the sum of _____ per month, comprising as follows:

5.2 The rental shall be paid within 30 days from receipt of the invoice. The Lessee shall not make in advance rental payment in compliance with the PFMA.

- 5.3 The Lessee will not be responsible for payment of any interest or penalties and/or legal costs for late rental payments which arise as a result of the Lessor being unable to produce a rental invoice as per clause 5.2, above. The rental shall for the duration of this Agreement be as depicted in the following table:

PERIOD	MONTHS	NO OF BAYS	RENTAL / MONTH	TOTAL RENTAL FOR LEASE PERIOD

- 5.4 Such payments to be made electronically to:

Account holder : _____
Branch name : _____
Bank Name : _____
Account no. : _____
Branch Code : _____

- 5.5 The aforesaid rental is exclusive of the charges levied by competent authority for water, electricity, and sanitation and refuse removal.

- 5.6 The aforesaid rentals shall not attract Value Added Tax at the current rate.

- 5.7 The aforesaid rental is inclusive of parking for _____undercover parking bays.

6. ADDITIONAL WORK TO BE UNDERTAKEN AFTER OCCUPATION:

- 6.1 Any additional work required by the Lessee must be undertaken by the Lessor.
- 6.2 The Lessor is compelled to provide the Lessee with three (3) written BIDs for consideration by the Lessee within 21 days of the request made by the Lessee. The Lessee will consider the cheapest BID and the work must be commenced within two (2) working days after the Lessor is given the acceptance of the bid by the Lessee to go ahead with the work.
- 6.3 The Lessee or its agents will not be responsible for undertaking any additional work on the premises nor will it be responsible for payment of additional work done by the Lessor without the written approval of the Lessee.

7. USE OF PREMISES

7.1 The Lessee shall use the premises for **residential** purposes only and for no other purposes whatsoever without the prior written consent of the Lessor, and which consent shall not be unreasonably with-held.

7.2 The maximum number of occupants to reside at the premises is _____ people.

8. RESTRICTING OF ACCESS TO HIRED PROPERTY BY LESSOR

8.1 The Lessor is prohibited to lock out/restrict access to the hired premises for the duration of this Agreement as this amounts to spoliation and is illegal. The Lessee reserves the right to bring an urgent high court application should this happen and all costs will be for the Lessor.

8.2 The Lessee also reserves the right to not pay rentals for the number of days that the Lessee is denied access to the hired premises. Such rental will be forfeited.

9. PENALTIES

If the Lessor fails to meet any of the timeframes arising from this Agreement, the Lessee shall without prejudice deduct from the rental payment, as a penalty, a sum calculated at 1% of the monthly lease amount per day of delay.

10. ACTIVITIES CONDUCTED ON THE LEASED PREMISES

10.1 In the event of the LESSEE undertaking, or permitting to be undertaken, any activities in or the leased premises, which constitute:-

10.2 A breach of the peace and /or

10.3 A disturbance of the amenities and/or enjoyment of the other persons resident or employed in the general area and/or.

10.4 Conduct which is inappropriate or undesirable in or on premises under 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 18, shall be entitled to terminate the lease forthwith.

11. DOMESTIC SERVICE CHARGES

- 11.1 The Lessee shall be liable for the payment, direct to the competent authority, of charges for electricity, water, sanitation and refuse removals.
- 11.2 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, unless due to the negligence of the Lessor.

12. SUBLETTING OR CESSION OF LEASE

The Lessee shall not cede, sub-let, mortgage or assign this Agreement or any of the rights held by it hereunder without having obtained the prior written approval of the Lessor. Such approval shall not be unreasonably refused.

13. MAINTENANCE OF LEASED PREMISES

- 13.1 The Lessor shall be responsible for the structural maintenance of the leased premises during the currency of this Agreement. Structural maintenance shall include maintenance of the building structure, water reticulation and sewerage system, the electrical and mechanical installations which form an integral part of the building, as well as all the requirements as contemplated in the Special Conditions and Specifications of the Bid Document for this Agreement and shall include but is not limited to, *inter alia*:

The air-conditioning and heating units;

Water heating devices (including geysers);

Lighting installations, including ballasts of fluorescent fittings;

Extractor fans;

Lifts;

Security access points;

Electrical gates;

Plumbing installation and maintenance;

Alarm systems and

Any other electrical appliance or installation forming an integral part of the building and grounds, which shall include maintaining all Fire Fighting Equipment and Portable Fire Extinguishers.

- 13.2 The Lessee shall notify the Lessor of any structural defects in the leased premises as soon as the defects are discovered and the Lessor shall be obliged to have such defects repaired, such repair to be finalized within thirty (30) days of the receipt of the notice. The structural defects referred to in this sub-clause are limited to the existing structure and its fixtures and in no way can the Lessee compel the Lessor to structurally alter the premises to remedy structural defects.
- 13.3 If the Lessor fails to finalize the effecting of the necessary repairs to the structure of the leased premises or to the fixtures thereto within the stipulated period of thirty (30) days, or a period agreed to between the Lessee and the Lessor in writing, the Lessee shall have the right to invoke the penalty clause, Clause 9, above until the necessary repairs are completed to the satisfaction of the Lessee.
- 13.4 Or, the Lessee shall affect the necessary repairs to the premises and recover the costs thereof from the rental. This will only come into effect, if the Lessor has failed to rectify such repairs within the stipulated thirty (30) days; or a period agreed to between the Lessee and the Lessor.
- 13.5 The Lessee shall notify the Lessor of any other non-structural defects in the leased premises as soon as the defects are discovered and the Lessor shall be obliged to have such defects repaired, such repair to be finalized within twenty one (21) days of the receipt of the notice. The defects referred to in this sub-clause are limited to non-structural.
- 13.6 Or, the Lessee shall affect the necessary repairs to the premises and recover the costs thereof from the rental. This will only come into effect, if the Lessor has failed to rectify such repairs within the stipulated 21 days or a period agreed to between the Lessee and the Lessor; as per clause 13.6, above
- 13.7 Or, the Lessee shall have the right to terminate the lease forthwith and to claim from the Lessor, who shall pay to the Lessee, any additional rental that the Lessee shall be obliged to pay in securing suitable alternative premises of similar extent and quality.
- 13.8 The Lessee shall, to the satisfaction of the Lessor, during the currency of this lease maintain the interior of the premises in a clean and tidy condition and in a good proper state of repair. Damage or deterioration caused by the willful or negligent act or omission on the part of the Lessee or its clients shall be made good by the Lessee to the satisfaction of the Lessor.

- 13.9 The Lessee shall, to the satisfaction of the Lessor, during the currency of lease maintain the exterior property in a clean and tidy condition.

14. RIGHT OF INSPECTION

The Lessor may at any reasonable time, in person, by an authorized agent or agents, enter upon the premises hereby leased, or portion thereof, for the purpose of inspection.

15. IMPROVEMENTS

15.1 The Lessee shall not erect any buildings on, or effect any improvements to, the leased premises without the prior written consent of the Lessor; such approval shall not be unreasonably withheld.

15.2 The Lessee has the right to claim compensation for any improvements it may have had to affect on the premises which are not of a permanent nature.

15.3 The Lessee may remove any improvements effected by it 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.

16. INSURANCE OF PREMISES

16.1 The Lessor shall insure the building adequately, against damage to the structure and fixtures both inside and outside caused by fire, burglaries, Vis major and political riots.

16.2 The Lessee is not responsible for any loss or damage caused to the property of the Lessor and / or that of his tenants, caused by Vis major or political riots, provided such damage is not due to the negligence of the Lessee, or his servants, employees, agents or visitors.

16.3 The Lessor may be held responsible for damages suffered by the Lessee in the event of fire, flooding and leaks at the hired premises.

17. TOTAL OR PARTIAL DESTRUCTION OF THE PREMISES

17.1 In the event of the total destruction of the property by fire or any other cause whatsoever, this Agreement shall terminate.

- 17.2 In the event of the partial destruction of the property by fire or any other cause whatsoever, the Lessor shall have the right to either terminate this lease or to require the lease to continue, in which latter event there is to be a reduction in rental, calculated in an amount agreed to by both parties. Alternatively, should the parties be unable to agree on a revised reduced rental, this should be referred to two registered valuers in the area who will decide what the reduced rental would be.

18. BREACH OF THIS AGREEMENT

- 18.1 A Party shall be deemed to be in breach of this Agreement should the Party fails to comply with any material provisions of this Agreement.
- 18.2 The aggrieved Party shall be required to first attempt to settle the matter by way of negotiations with the defaulting Party. If the negotiations fail, then the aggrieved Party shall promptly give the defaulting Party 14 (fourteen) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party may, without prejudice to any other's rights at law:
- 18.2.1 cancel this Agreement in the event of defaulting Party committing a material breach;
 - 18.2.2 claim specific performance by the defaulting Party if such is a competent remedy in the circumstances;
 - 18.2.3 claim damages suffered.
- 18.3 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.

19. NOTIFICATION IN CHANGE OF LESSOR DETAILS

The lessor is obliged to notify the lessee, in writing, should there be a change in his/her banking details or change in company name or registered business/domicilium address. Such notification must be sent to the Lessee within five (5) days of such change being made.

20. LEASE TERMINATION

- 20.1 Prior to the vacation of the leased premises, the Lessor and the Lessee agree to undertake a joint pre-vacation inspection in order to identify fair wear and tear, for which there will be no compensation. Fair wear and tear includes damage and soiling to carpets; tiling; painting; cupboards; ceilings; all partitioning; doors; blinds; light fittings; toilet cisterns and fittings, amongst others.
- 20.2 The lessee will not be liable for any structural wear and tear, structural being defined in Clause 13.1, above.
- 20.3 Upon vacation of the premises by the Lessee, the Parties will undertake a final inspection on the last day of the vacation of the premises to address any areas where damage may have occurred as a result of the vacation.
- 20.4 The Lessor shall obtain at least three acceptable written quotes, where possible, for the repair of the listed damage. These quotes shall be presented to the Lessee within 30 days of the lessee vacating the premises, for scrutiny and acceptance. The Lessee shall obtain approval to accept the lowest quote and thereafter pay to the Lessor an amount equal to the lowest of the acceptable quotes for the repairs. The Lessor shall have the repairs affected in his own time and the Lessee shall be liable for no more rentals after the termination of this lease and the return of the keys.
- 20.5 The Lessee reserves the right to terminate this Agreement prematurely due to various unexpected circumstances or events occurring amongst the occupants of the leased premises, *inter alia*, but is not limited to employee rights conferred by labour relations legal prescripts.
- 20.6 In the event of the provisions of Clause 20.5 coming to effect and the Lessor suffering damages as a result thereof, the Lessee shall be liable for costs limited to a one month rental for the affected unit/s.

21. VACATION OF THE LEASED PREMISES

The Lessee undertakes, upon termination of this Agreement, to peacefully and quietly, without let or hindrance, deliver up possession of the premises hereby leased giving the Lessor free and vacant possession thereof and deliver the keys to address:

22. GENERAL

- 22.1 Any Party shall not, without the prior written consent of the other, cede or assign any of its rights or obligations in terms of this Agreement.

- 22.2 This Agreement constitutes the whole agreement between the Parties.
- 22.3 No Party may be bound by any express or implied term, representation, warranty, promise or the like not recorded herein or otherwise created by operation of law.
- 22.4 No alteration, variation of or amendment to this Agreement including this Clause shall be of any force and effect unless it is reduced to writing and signed by both Parties.
- 22.5 No indulgence or leniency which either Party may grant or show the other shall in any way prejudice or preclude the granting Party from exercising any of its rights in the future.
- 22.6 If any provision in this Agreement is deemed invalid or illegal or unenforceable, such provision is to be construed in isolation and shall not affect any other provision in this Agreement.

23. DOMICILIUM CITANDI ET EXECUTANDI

- 23.1 Any notice in terms of this Agreement may be hand delivered to the physical addresses of the Parties, in which event proof of acknowledgement shall be endorsed upon a copy of the notice together with the name of the recipient and date of receipt, or may be sent by registered post to the nominated postal addresses of the Parties, in which event a proof of postage issued by the relevant postal authority will serve as proof.
- 23.2 The Lessor chooses for the purpose of this Agreement her *domicilium citandi et executandi* as follows:

The Lessor Residential Address: _____

The Lessor Postal Address: _____

23.3 The Lessee chooses for the purpose of this Agreement its *domicilium citandi et executandi* as follows:

The Lessee Street Address:

KwaZulu-Natal Department of Health
Natalia Building
330 Langalibalele Street
Pietermaritzburg
3201

The Lessee Postal Address:

KwaZulu-Natal Department of Health
Private Bag X9051
Pietermaritzburg, 3200

24. Costs

Each party shall bear its own costs in the negotiation, preparation and finalisation of this Agreement.

SIGNED AT _____ on the ____ of _____, 20__.

AS WITNESSES

THE LESSOR

1. _____ (signature)

By _____
Full name of the Lessor

_____ (print name)

Signature

2. _____ (signature)

Capacity

_____ (print name)

SIGNED AT _____ on the ____ of _____, 20__.

AS WITNESSES

**KWAZULU-NATAL DEPARTMENT OF
HEALTH**

1. _____ (signature)

By _____ (signature)
Dr S. C Tshabalala, Head of Department for
and on behalf of the Department of Health
KwaZulu-Natal or his Assignee

_____ (print name)

Full name of Assignee

2. _____ (signature)

Signature

_____ (print name)

Capacity

COMPLIED BY: NO ZUNGU

SIGNATURE:

[illegible]



Health

Department:
Health
PROVINCE OF KWAZULU-NATAL

ZNQHOH0174/22 – APPOINTMENT OF ASERVICE PROVIDERS TO RENDER ACCOMMODATION SERVICES FOR CUBAN DOCTOR AT ILEMBE DISTRICTS : 08 MONTHS PERIOD

ZNQHOH0174/22 – APPOINTMENT OF ASERVICE PROVIDERS TO RENDER ACCOMMODATION SERVICES FOR CUBAN DOCTOR AT ILEMBE DISTRICTS : 08 MONTHS PERIOD

DEPARTMENT OF HEALTH: KWAZULU-NATAL

BID DOCUMENT

Department of Health: KwaZulu-Natal

Private Bag X9051

PIETERMARITZBURG

3200

Tel: 033 815 8392 / 033 940 2570

BID NUMBER

MONTH/YEAR

ZNQHOH0174/22

08 MONTHS PERIOD

NOTE: THIS DOCUMENT MUST BE COMPLETED IN FULL AND THE ENTIRE DOCUMENT MUST BE SUBMITTED AT CLOSING DATE OF BID

NAME OF TENDERING ENTITY:

CENTRAL SUPPLIERS DATABASE REGISTRATION NUMBER:

CONTENTS

Section A	Invitation to bid
Section B	Special Instructions and Notice to Bidders
Section C	Registration on the Central Suppliers Database
Section D	Declaration that information on Central Supplier is Correct
Section E	Preference Points Claim Form ito PPPFA
Section F	Declaration of Interest
Section G	Conditions of Bid
Section H	Special Conditions & Specification
Section I	Official Briefing Certificate
Section J	Authority to sign a bid
Section K	Declaration of Bidder's Past Supply Chain Management Practices
Section L	Certificate of Independent Bid Determination
Section M	General conditions of a contract
Section N	Accommodation Location Checklist
Section O	Physical Verification Checklist
Section P	Lease Agreement

A INVITATION TO BID

A1.1 Bid Notice

The Department of Health – KwaZulu-Natal, hereby invites bidders for the provision of:

ZNQHOH0174/22 – APPOINTMENT OF A SERVICE PROVIDERS TO RENDER ACCOMMODATION SERVICES FOR CUBAN DOCTOR AT ILEMBE DISTRICTS : 08 MONTHS PERIOD

BID NUMBER: ZNQHOH0174/22

CLOSING DATE: 16 SEPTEMBER 2021

CLOSING TIME: 11H00

ZNQHOH0174/22 – APPOINTMENT OF A SERVICE PROVIDERS TO RENDER ACCOMMODATION SERVICES FOR CUBAN DOCTOR AT ILEMBE DISTRICTS : 08 MONTHS PERIOD

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

KZN DEPARTMENT OF HEALTH

SUPPLY CHAIN MANAGEMENT

OLD BOYS SCHOOL

310 JABU NDLOVU STREET

PIETERMARITZBURG

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT AND THE KWAZULU-NATAL LAND ADMINISTRATION AND IMMOVABLE ASSET MANAGEMENT ACT, ACT 2 OF 2014

The physical address for collection of bid documents is as listed hereunder or as indicated in the bid advertisement:

Department of Health
Supply Chain Management
310 Jabu Ndlovu Street
PIETERMARITZBURG
3201

Documents may be collected during working hours between 09:00 and 15:30. Queries relating to the issue of these documents may be addressed to:

Contact Person	Tel No	e-mail
MR K CELE	033 815 8392	Kwazikwakhe.cele@kznhealth.gov.za

Technical Enquiries

Bubele Mjila	033 940 2570	Bubele.mjila@kznhealth.gov.za
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Technical Enquiries

The closing time for receipt of bids is **11:00am** on **16 SEPTEMBER 2021**
Telegraphic, telephonic, telex, facsimile and late bids will not be accepted.
Bids may only be submitted on the bid documentation that is issued.

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

CODENUMBER.....

1. 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)

2. 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

B. SPECIAL INSTRUCTIONS AND NOTICE TO BIDDERS

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT AND THE KWAZULU-NATAL LAND ADMINISTRATION AND IMMOVABLE ASSET MANAGEMENT ACT, ACT 2 OF 2014

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids 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 bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid submitted by telefax, telegraphic or other electronic means will be considered.
10. Bid documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
11. Any alteration made by the bidder must be initialed.
12. Use of correcting fluid is prohibited
13. Bid will be opened in public as soon as practicable after the closing time of bid.
14. Where practical, prices are made public at the time of opening bids.
15. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. **VALIDITY OF BID**
The bidder must, if requested by the **Department of Health** consider extending validity period stated in the bid document for as agreed additional period.
18. **ARITHMETICAL ERRORS**
The bidder must provide clarification of a bid/offer in response to a request to do so from the **Department of Health** during the evaluation of bids offered. 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 bid offer is sought, offered or permitted. The total of the prices stated by the bidder shall be binding upon the bidder.

19. BANK ACCOUNT

~~Given the Department of Health policy to eliminate fraud, it is preferred to make payments by means of Electronic Funds Transfer. Bidders shall hold a valid current or savings account at a bank into which payments can be transferred via the electronic media (ACB). The Department reserves the right to verify the existence and name of the holder of the account.~~

20. TAX COMPLIANT

- 20.1 Bidders are requested to provide Tax pins
- 20.2 Bidders must ensure compliance with their tax obligations.
- 20.3 No award may be made to any bidder who is not tax compliant either on the Central Supplier Database or SARS eFiling system at the time of finalisation of the award of the bid. The Onus is on the bidder to ensure that their tax affairs are in order and is valid on the CSD.

21. PRO FORMA LEASE AGREEMENT

- 21.1 The *pro forma* lease agreement forming part of these documents is of a standard nature as approved by the Department of Health - KZN Legal Services and will be used for the hiring of the accommodation offered. If the contract is awarded this very same document will be utilised for the contract. It is therefore vital that special care is taken when filling in the document and signing it.
- 21.2 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

22. RELATIONSHIP WITH THE CLIENT DEPARTMENT

- 22.1. Bidders are informed that under no circumstances must any negotiations be entered into with, or enquires be directed to, any official in the Health Institutions .
Any enquiries during the period must be directed to the person named in the bid advertisement.
The Department of Health will in no way be responsible for or committed to negotiations that a user department may or might have conducted with a Lessor or owner of a building.
- 22.2 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 Health.
- 22.3 The Head of Department will be the sole adjudicator of the suitability of the accommodation offered by the bidders in relation to the purpose for which it is required. Any decision of the Head of Department : Health will be final and no reasons for any decision will be furnished

23. STAMP DUTY

The State is exempted from stamp duty in terms of Section 4 (1) (a) of the Stamp Duties Act, 1968 (Act No. 77 of 1968).

I/we, the undersigned hereby take note of the *pro forma* lease agreement set out above. I/we accept that should I/we default in any respect of this requirement, my bid will be evaluated as a nil return for submission in terms of functionality of this bid.

NAME OF BIDDER

DATE

SIGNATURE OF BIDDER

C REGISTRATION ON CENTRAL SUPPLIERS DATABASE

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

- 1 In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the verification functionality of key supplier information.
- 2 Prospective suppliers will be able to self-register on the CSD website: www.csd.gov.za
- 3 Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.
- 4 Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.

D DECLARATION OF INFORMATION ON CSD

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/ authorized representative).....

....., WHO REPRESENTS (state name of bidder).....

.....
AM AWARE OF THE CONTENTS OF THE 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 THE DATE OF SUBMITTING THIS BID.

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

.....
DATE

**SECTION E: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment () Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

- 1.2. The value of this bid is estimated not to exceed R50 000 000 or to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable.

- 1.3. Points for this bid shall be awarded for:
- (a) Price; and
 - (b) Status Level of Contributor.

- 1.4. The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	80/90
STATUS LEVEL OF CONTRIBUTOR	20/10
Total points for Price and must not exceed	100

- 1.4.1. Failure on the part of a bidder to submit proof of Status level of contributor together with the bid will be interpreted to mean that preference points for Status level of contribution are not claimed.

- 1.5. The department reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the department.

2. DEFINITIONS

- a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- c) "Bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

- d) **"Black Designated Groups"** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- e) **"Black People"** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;
- f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- g) **"Co-operative"** means a co-operative **registered** in terms of section 7 of the Cooperatives Act, 2005 (Act No. 14 of 2005);
- h) **"EME"** means an Exempted Micro **Enterprise** in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- i) **"Functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- j) **"Military Veteran"** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);
- k) **"prices"** includes all applicable taxes less all unconditional discounts;
- l) **"proof of status level of contributor"** means:
- 1) Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the Act;
- m) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- n) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes; and
- o) **"stipulated minimum threshold"** means the minimum threshold stipulated in terms of regulation 8(1)(b).

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the status level of contribution in accordance with the table below:

STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (90/10 SYSTEM)	NUMBER OF POINTS (80/20 SYSTEM)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of Status Level of Contribution must complete the following:

6. STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 Status Level of Contributor: = (maximum of 10 or 20 points) (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4 and must be substantiated by relevant proof of status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i. What percentage of the contract will be subcontracted.....%
- ii. The name of the sub-contractor.....
- iii. The status level of the sub-contractor.....
- iv. Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	
-----	--	----	--

- v. Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

DESIGNATED GROUP: AN EME OR QSE WHICH IS AT LAST 51% OWNED BY:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:
- 8.2 VAT registration number:
- 8.3 Company registration number:
- 8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:
ADDRESS

SECTION F : DECLARATION OF INTEREST

DECLARATION OF INTEREST

Any legal person, including persons employed by the state¹, or persons having a 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, 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 authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the 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 bid.

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

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

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"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"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

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

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have 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 bid? YES / NO

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder,
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

YES/NO

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders.

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

4. DECLARATION

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SECTION G : CONDITIONS OF BID

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 Department of Health (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 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 the provisions of the KwaZulu-Natal Land Administration and Immovable Asset Management Act, 2014 (Act 2 of 2014), the Preferential Procurement Policy Framework Act, Supply Chain Management Framework and the provisions of the Treasury Regulations in as far as they are applicable to immovable property.
 - (c) if I withdraw my bid within the period for which I have agreed that the bid shall remain open for acceptance, or fail to fulfil 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 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 fulfilment 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 (insert full physical address):
.....
.....
3. I/we furthermore confirm that I 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 fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I hereby undertake to satisfy fully any sentence or judgement 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, 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 Bidder 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 that 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

.....
NAME IN BLOCK LETTERS

AUTHORISED REPRESENTATIVE

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 H : SPECIAL CONDITIONS AND SPECIFICATION

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS FOR THIS BID

DEFINITIONS

- 1.1 "Department" means the Department of Health in the KwaZulu-Natal Provincial Administration.
- 1.2 "Head" means the officer appointed to the post of Head of the Department, who has signed this contract and shall include any person acting in that capacity.
- 1.3 "Contractor" means the person or persons, partnership, firm or company or close corporation, etc. whose BID for this work has been accepted, and who has, or have, signed this Contract, and shall include his or her heirs, executors, administrators, successors, and any representative, duly appointed, with the consent in writing of the Employer.
- 1.4 "Team" means person or persons representing or acting on behalf of the Contractor in the execution of this Contract.
- 1.5 "Written instructions" means any printed, typed or written documents or letter signed by or on behalf of the Head and addressed to the Contractor for the purpose of his guidance, direction or instruction.

2. BACKGROUND:

The Department of Health is seeking to establish a panel of Service Providers to render accommodation services to Medical Interns and Community Service Officers within the various districts of KwaZulu Natal. The Department is seeking suitably furnished residential accommodation for Medical Interns and Community Service Officers for a period of one year (community service) and twenty four months (Medical Interns) . The accommodation must be within an acceptable standard and be in a secure and safe environment due to the nature of the hours of work of the Doctors.

3. LEASE PERIOD:

The period of lease will be determined as and when the need arises

4. SPECIFICATIONS

- 4.1 Fully furnished residential accommodation for Medical Interns / CSOs for Department of Health

CATEGORY 1: HIRE OF SUITABLE FURNISHED RESIDENTIAL ACCOMMODATION TO ACCOMMODATE MEDICAL INTERNS AND COMMUNITY SERVICE OFFICERS PROVIDED SECURED ON-SITE PARKING BAYS

NB : The number of rooms required will be confirmed on demand. However estimated number of rooms required are contained herein.

It is feasible for Medical Interns / Community Service Officers to be accommodated in one bedroom units but if not possible, the Service Provider must ensure that the units offered have at least one bathroom to be shared by a maximum of 2 officers

The minimum specification for furniture requirements are as follows:

BEDROOMS:

1. Bedroom of a minimum size of 3.5m x 3.5m = 12.25m²
2. One double bed (Must be able to take 70 Kg per person)
3. Wardrobe/built in cupboards (With water resistance material)
4. one electric plug & one light switch

5. Two bedside tables
6. Dressing table with mirror or as part of built in cupboard
7. Study table with a chair

KITCHENS:

1. Fridge with freezer
2. Four plate stove with oven and be fully functional
3. Microwave oven (Minimum 20L)
4. Build in cupboards (for groceries, cutlery, dishes etc)
5. Sink with cold & hot running water
6. Two electric plugs and one light switch
7. Cooking utensils and pots; crockery and cutlery
8. Electric kettle; toaster; iron and ironing board

LOUNGE / DINING ROOM:

1. TV Stand & TV Set (Smart TV with HDMI port)
2. Four or Six seater couches
3. One coffee table
4. Four or six seater dining table

BATHROOM:

1. Minimum of one bathroom (bath/shower) with cold and hot running water
2. Toilet pan with seat and basin – fully functional
3. Tiled floors
4. Bathroom set (toilet seat cover; sink mat and floor mat)

SECURITY:

The premises must have the following security measures:

1. Lockable gate (Standard size vehicle gate that is not less than 3 meters wide)
2. Perimeter fence of 1.8m high
3. Burglar guards on all the windows and doors
4. A valid contract with one of the PSIRA registered private security companies.

PARKING:

1. Premises should sufficient parking space in line with the number of Medical Interns / Community Service Officers' allocation and proportional relationship relating to above for visitors.
2. Ideal premises will be the one that provides lockable garages, however undercover parking will also be acceptable.

BUILDING CONDITION:

1. The building must be in a good condition and comply with the National Building Regulations as proclaimed by the National Building Regulations and Building Standards Act 1977 (Act 103 of 1977).
2. Bidder(s) are required to submit valid utility bills for water, electricity, sanitation & refuse removals.
3. The house / flat must comply with Occupational Health and Safety requirements E.g. Fire Extinguishers Certificate to be submitted.

GENERAL:

1. Floors: to be fitted with ceramic tiles throughout
2. If carpeted, these must be fully steam cleaned prior to occupation.
3. Geyser: 150 litres
4. Washing line
5. Burglar guards to be fitted to the entire windows and outside doors
6. Curtains/blinds throughout the house/flat in all windows and glass doors
7. Pre-paid electricity
8. 5km radius from hospital
9. The premises must be fully serviced with hot water, sanitation, refuse collection and electricity.

5. SPECIAL CONDITIONS OF CONTRACT

5.1. Accommodation Specific Requirements

- 5.1.1 The premises must be within a secure gated community with simplex or duplex style homes, be burglar guarded and have an active linked alarm system or the security guard at the gate.
- 5.1.2 The premises to be fully furnished as per the specification of minimum requirements set out in Section I, above and be fairly modern or newly renovated. Premises must be in a sound and good habitable condition.
- 5.1.3 The premises must have secured parking.
- 5.1.4 **The premises must be fully compliant with all Health and Safety regulations and Municipal by-laws**
- 5.1.5 If the premises are a stand-alone house, it must have automatic gates with remote access with a linked alarm system to a local security company.
- 5.1.6 If it is a freestanding property, it must have high fencing and secure access from street. The owner will be required to provide night security guard.
- 5.1.7 An electrical, plumbing and entomologist certificate not older than 6 months must be provided on award. Photographs or any other supporting documents must be provided to substantiate Compliance with the Special Conditions of Contract
- 5.1.8 Photographs or any other supporting documents must be provided to substantiate the Compliance with the Special Conditions of Contract.
- 5.1.9 Bidders / Companies are required to submit their prices with VAT inclusive. All prices submitted will be taken as VAT inclusive even if they fail to indicate on the price pages. The Department will not accept responsibility should the company fail to include VAT.
- 5.1.10 The location of a freestanding house must be within a safe environment/area. The landlord must provide a report from the local SAPS detailing crime stats over the last 6 months at the time of submitting the bid or visit the SARS website that has information relating to crime stats in a particular area.
- 5.1.11 Bidders / Companies are required to provide residential accommodation for the purposes of accommodating Medical Interns & Community Service Officers (CSOs) only. The Department will not accept accommodation that is partially occupied by other tenants who not the employees of the Department of Health.

5.2 Limitation of Liability

- 5.2.1 Please note that the number of rooms required is estimation. Upon award, the Department reserves the right to cancel the lease or NOT lease all or any of the number of room/s awarded. In the event that the Department, for any whatsoever reason beyond its control, does not lease all or some of the room/s so awarded to the bidder/s, the Department shall concede liability for penalty. Such liability shall be limited to payment equivalent to one (1) month rental for the tendered rooms not occupied. In submitting its offer, the bidder acknowledges and accepts this limitation of the Department's liability herein and agrees not to hold the Department liable for any other expenses, costs or damages, whether direct or indirect/consequential the bidder may claim to have suffered / incurred as a result hereof.

6. BIDDERS TO NOTE:

Bidders MUST comply with ALL the Special conditions of contract listed above. Should the Offer not comply with the Special Conditions of Contract, it will be regarded as non-responsive.

7. PRICING OF OFFERS

- 7.1 Since the bid is a database, those bidders who are compliant with the evaluation criteria will be placed on the database. Bidders will be required to provide pricing as per Section P
- 7.2 Bidders must complete the accompanying which indicates the District, Institution, Estimated number of rooms required. An indication of which district you wish to bid for must be completed by ticking the relevant box. Bidders must complete the property description to be offered, the address of accommodation, total number of rooms as well as the monthly rental per room.
- 7.3 The completed document must include the street addresses and Erf number of the property to be offered.
- 7.4 For pricing please refer to SECTION P
- 7.5 ****NOTE** PRICES GIVEN ARE INDICATIVE ONLY AND SHALL NOT BE BINDING ON THE DEPARTMENT AND THE BIDDER, THE ACTUAL PRICES THAT SHALL APPLY FOR ANY CASE WILL BE DETERMINED ON A CASE BY CASE BASIS AND WILL BE CONFIRMED ON THE ISSUANCE OF AN ORDER OR APPOINTMENT LETTER**

8. OFFERS SUBMITTED BY AGENTS

All Bidders to note that should bids be submitted by persons other than the owner of the premises offered, proper mandates and resolutions from the owner authorizing that his/her property can be let to the Department of Health – KZN must be submitted with this bid document. Failure to do so may render the offer as non-responsive.

LANGUAGE MEDIUM

The language medium for all documentation related to the Contract shall be in English.

10. SETTLEMENT OF DISPUTES

- 10.1 In case any dispute shall arise between the Department and the Contractor out of the interpretation of these Conditions, such dispute shall, unless otherwise settled between the Head and the Contractor be first referred to a special committee for mediation appointed jointly by the Head and the Contractor.
- 10.2 Should either of the parties fail to accept the results of mediation, the Head shall, at his sole discretion decide whether to refer the matter to either litigation or arbitration. Should the latter course of action be decided upon, the arbitrator shall be appointed by the Head on recommendation of the President of the South African Association of Arbitrators and approval by the MEC: Health and the Contractor. Such approval may not be withheld without stated valid reason. The decision of the Arbitrator shall be final and binding on both parties.

11. PROCUREMENT PROCEDURE

The open procedure will be used.

12.1. Method of bid evaluation

The procedure of the evaluation of bid will be a **Two Stage Process** structured as follows:

12.1.1 Stage One: Submission of Statutory and Essential Information

RETURNABLES	
1	Original and valid tax clearance certificate
2	Signed and Completed Form of Tender (Bid)
4.	All documents indicated in Section G.1
5.	All Documents as per functionality criteria
6.	Copy of Google Map showing distance from the Institution (Meters / Kilometers)
7.	Copy of photographs of the premises with specific reference to fencing.
8.	Copy of photographs of the premises with specific reference to parking

Note: Failure to submit the following documentation will lead to an immediate disqualification of the bid:

12.1.2. Stage Two: Functionality Criteria (100 points)

Note

- (i) A minimum total of 60 points will be required to be responsive
- (ii) Bidders who fail to score the minimum threshold points and/or the total required 60 points will be considered non-responsive and will be disqualified.
- (iii) Bidders must submit the required detailed information to comply with the specified evaluation criteria
- (iv) Evaluation Criteria and In loco inspection
Bidders who are responsive will be subject to an in loco site inspection in line with Section O

SECTION i : OFFICIAL BRIEFING SESSION CERTIFICATE – NON APPLICABLE

BID No.: ZNQHOH0174/22

NOT APPLICABLE

SERVICE : ZNQHOH0174/22 – APPOINTMENT OF A SERVICE PROVIDER TO RENDER ACCOMMODATION SERVICES FOR CUBAN DOCTOR AT ILEMBE DISTRICTS : 08 MONTHS PERIOD

Date:

Time:

Venue:

THIS IS TO CERTIFY THAT (NAME)

ON BEHALF OF

ATTENDED THE OFFICIAL BRIEFING 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

DEPARTMENTAL STAMP :
(OPTIONAL)

DATE:

SECTION J : AUTHORITY TO SIGN 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/Miss..... (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
.....		
.....		

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

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

(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/Miss.....

(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 K : DECLARATION OF BIDDERS PAST

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	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? (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).	☐	☐
4.1.1	If so, furnish particulars:.....		
4.2	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)? To access this Register, enter the National Treasury's website, www.treasury.gov.za , 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.	☐	☐
4.2.1	If so, furnish particulars:.....		

4.3	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?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:.....		
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 ☐	No ☐
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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ 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).² 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

¹ Includes price bids, advertised competitive bids, limited bids and proposals.

² 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:

(ZNQHOH0174/22 -(a)): APPOINTMENT OF ASERVICE PROVIDERS TO RENDER ACCOMMODATION SERVICES FOR CUBAN DOCTOR AT ILEMBE DISTRICTS : 08 MONTHS PERIOD

in response to the invitation for the bid made by:

(VARIOUS HEALTH INSTITUTIONS)

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 consortium³ 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.

³ 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

.....
Date

.....
Position

.....
Name of Bidder

SECTION M : GENERAL CONDITIONS OF CONTRACT

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" means 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 that 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 favorable bid is accepted or less favorable 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 Landlord if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Landlord's control.

6.8 If the Landlord 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 Landlord 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 Landlord 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 Landlord have delayed commencement or completion of the order, cancellation of the order will be effected 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 Landlord'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 Landlord.

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

- 10.1 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 :
- 10.1.1 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.
- 10.1.2 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.
- 10.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself 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.
- 10.2 Should the Province elect to act in terms of paragraph 10.1.3 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 fulfillment 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.
- 10.3 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.

11. 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.

12. 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.

13. PREFERENCES

13.1 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:-

13.1.1 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

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

13.1.3 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

14. WEIGHTS AND MEASURES

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

15. SECURITY

15.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.

15.2 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.

15.3 No deposits are required for bid applications for contracts below R 500 000.

16. ORDERS

16.1 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.

16.2 The Province reserves the right to call upon any Contractor during the contract period to make known the following details:

16.2.1 Name of Institution placing order;

16.2.2 Provincial official order number;

16.2.3 Quantity ordered; and

16.2.4 List of items ordered.

17. EXPORT LICENCES

17.1 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:

- 17.1.1 Not incur any direct or indirect costs in connection with the supply or despatch of such supplies before he has obtained such licence;
- 17.1.2 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.

18. INSURANCE

- 18.1 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.
- 18.2 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.

19. INSPECTION, TESTS AND ANALYSES

- 19.1 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.
- 19.2 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 an organisation acting on its behalf.
- 19.3 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.
- 19.4 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.
- 19.5 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.

- 19.6 Goods and services which do not comply with the contract requirements may be rejected.
- 19.7 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.
- 19.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.
- 19.9 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.

20. 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.

21. CONTRACTOR'S LIABILITY

- 21.1. 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 fulfillment 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.
- 21.2 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.

22. 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.

23. SUBMISSION OF CLAIMS

- 23.1 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.
- 23.2 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.

23.3 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.

24. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR

24.1 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.

24.2 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.

25. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

25.1 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.

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

26. 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.

27. NOTICES

27.1 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.

27.2 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.

28. INCIDENTAL SERVICES

28.1 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.

- 28.2 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.

29. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

- 29.1 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 so far as may be necessary for purposes of such performance.
- 29.2 The Contractor shall not, without the Province's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.
- 29.3 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 or so required by the Province.
- 29.4 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.

30. SPARE PARTS

- 30.1 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.

31. PENALTIES

- 31.1 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.

32. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 32.1 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.

33. GOVERNING LANGUAGE

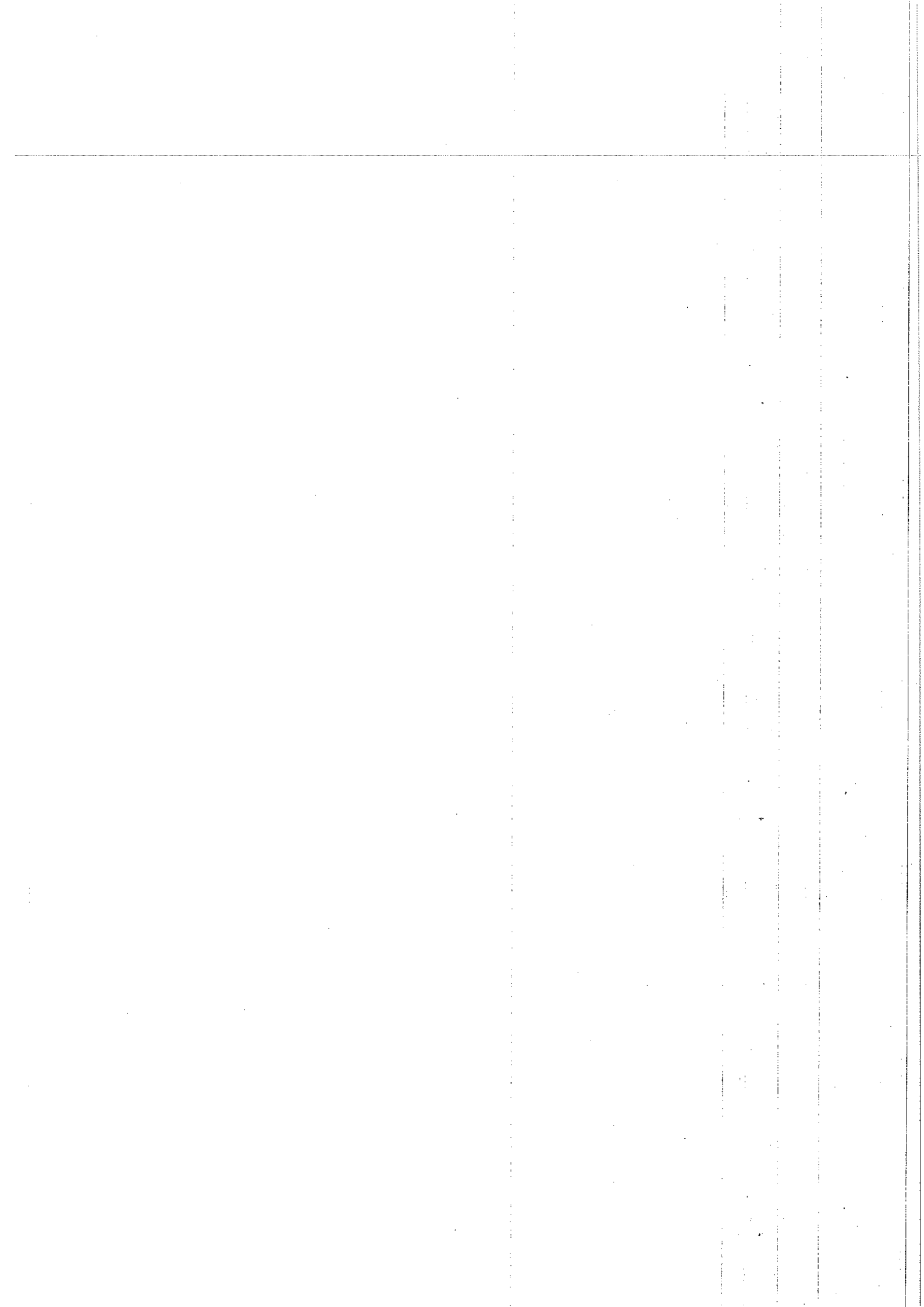
The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

34. TAXES AND DUTIES

- 34.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.
- 34.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.
- 34.3 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.

35. PROHIBITION OF RESTRICTIVE PRACTICES

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collective bidding (or bid rigging).
- 36.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 37.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



[illegible]

****NOTE** PRICES GIVEN ABOVE ARE INDICATIVE ONLY AND SHALL NOT BE BINDING ON THE DEPARTMENT AND THE BIDDER, THE ACTUAL PRICES THAT SHALL APPLY FOR ANY CASE WILL BE DETERMINED ON A CASE BY CASE BASIS AND WILL BE CONFIRMED ON THE ISSUANCE OF AN ORDER OR APPOINTMENT LETTER.**

FUNCTIONALITY CRITERIA : ILLEMBE MUNICIPALITY

PROPERTY DETAILS	
Name of Property	
Physical Address of the Property	
Property Type	
Numbers of rooms	
Name of the landlord	

	B. MANDATORY REQUIREMENTS (Minimum points of 60)	Actual Points	Weighting Factor
1.	<u>LOCATION</u> - If the premises is found within a radius of 5km, a score of 20 will be allocated. (20) - If the premises is found more than 5km's away however within a radius of 10km, a score of 15 will be allocated. (15) - If the premises is found beyond a radius of 10km, a score of 10 will be allocated. (10) Method of verification – Report from DOH official and/or google map		20
2.	<u>SECURITY</u> The premises must be secured as explained below: - If the premises have perimeter fence of 1.8m high, lockable gate and security alarm system linked to a local security company or live security guard & burglary guards, a score of 30 will be allocated (30) - If the premises have perimeter fence of 1.8m high, lockable gate and security alarm system linked to a local security company or live security guard, a score of 20 will be allocated (20) - If the premises only have perimeter fence and lockable gate, a score of 10 will be allocated (10) - Non-compliance with the above, a score of 0 will be allocated (0). Bidder(s) to provide a letter from the Security Company linked to the existing security contract.		30
3.	<u>PARKING</u> Provision of adequate safe onsite parking as per the tender specifications. - If it is a lockable garage, a score of 30 will be allocated. (30) - If it is undercover parking, a score of 20 will be allocated. (20) - If it is open parking, a score of 10 will be allocated (10) - Non-compliance with the above, a score of 0 will be allocated (0)		30
4.	<u>BUILDING CONDITION</u> The building must be in a good condition and comply with the National Building Regulations as proclaimed by the National Building Regulations and Building Standards Act 1977 (Act 103 of 1977). Bidders are required to provide copies of Electrical Certificate of Compliance, Fire Certificate of Compliance and Entomologist / Pest Control Certificate. - If the bidder provides all 3 abovementioned Certificates, a score of 20 will be allocated (20) - If the bidder provides 2 Certificates, a score of 10 will be allocated (10) - If the bidder provides less than two Certificates, a score of 0 will be allocated (0)		20
	TOTAL		100
	MINIMUM POINTS TO QUALIFY AS RESPONSIVE BID		60

C. IN LOCO INSPECTIONS

For those who meet the above criteria, the Department shall conduct an in loco inspection in line with **Section O**.

NOTE: BIDDERS TO SCORE A MINIMUM OF 60 POINTS WILL BE SUBJECTED TO AN IN LOCO INSPECTION IN LINE WITH SECTION O



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SECTION P : LEASE AGREEMENT

LEASE NO:
FILE REF. NO:
ZNQHOH0174/22: -(a)

AGREEMENT OF LEASE

ENTERED INTO BY AND BETWEEN
THE DEPARTMENT OF HEALTH – KWAZULU-NATAL

for and on behalf of the
KWAZULU-NATAL PROVINCIAL ADMINISTRATION
(Hereinafter referred to as “the Lessee”)

Represented herein by the Head of Department

DR S.C. TSHABALALA

and

(Full Name of the Landlord)

(Registration/ Identity Number)

(Represented herein by: Full Names)

(Capacity)

(Hereinafter referred to as “the Lessor”)

Hereinafter collectively referred to as “the Parties”

1. DEFINITIONS

For the purpose of this Agreement, unless the context indicates otherwise, the following definitions are set out for the terms indicated

"Agreement" means this Lease Agreement and includes all annexures hereto.

"Calendar month" – refers to a full month including weekends.

"Commencement date" shall mean the date as more fully described in clause hereunder.

"Lessor" shall mean the Landlord _____.

"Lessee" shall mean the KwaZulu-Natal Department of Health.

"Lease period" shall mean the period as stipulated in clause 3 of this lease agreement.

"Exterior property" shall mean the verandah, passage of the building, parking, garage and storage; this excludes the painting and maintenance of the exterior structure of the building.

"PFMA" means Public Finance Management Act No.1 of 1999.

2. INTERPRETATION OF AGREEMENT.

In this Agreement, unless the context otherwise indicates:

- 2.1 All words and expressions to any 1 (one) gender shall be capable of being construed as a reference to the other gender.
- 2.2 The words signifying the singular should include the plural and vice versa.
- 2.3 A reference to a natural person shall be capable of being construed as a reference to a juristic person and vice versa.
- 2.4 Words and phrases defined in this Agreement shall bear the meaning assigned to them throughout this Agreement.
- 2.5 Words and phrases used in this Agreement which are defined or used in any statute which applies to the subject matter, professional person, goods or services provided for in this Agreement shall be construed in accordance with the applicable statute or regulations.
- 2.6 Prior drafts or oral agreements in relation to the subject matter of this Agreement shall not be taken into account in the interpretation of the contents of this Agreement.

3. THE LEASED PREMISES

3.1 The LESSOR hereby lets, and the Lessee hereby hires premises situated at:

(hereinafter referred to as "the premises") subject to the following terms and conditions:

- 3.2 The aforementioned accommodation includes _____ **secured parking bays** which is inclusive of the rental.
- 3.3 The above Units are fully furnished; copy of the inventories are annexed to this Agreement, **Annexure "A"**
- 3.4 For the duration of this Agreement, the premises will have sufficient burglar guards to ensure that the premises are safe and secure for occupation. The premises shall also be securely fenced.

4. PERIOD OF LEASE

- 4.1 Notwithstanding the date of signature of Parties, the provisions of this Agreement shall become effective from the _____ and shall remain in full force and effect until the _____
- 4.2 Should this Agreement expire and the Lessee remains in occupation for a period thereafter, the Lessee undertakes to pay rentals based on the rental payable at the rate in terms of this Agreement to the Lessor for the period that the Lessee remains in occupation. This clause does not intend to create expectation for automatic lease extensions/renewals but to address the period wherein the Lessee remains in occupation and the Lessee makes rental payments

5. RENTAL

- 5.1 The accommodation rental shall be the sum of _____
_____ per month, comprising as follows:

- 5.2 The rental shall be paid within 30 days from receipt of the invoice. The Lessee shall not make in advance rental payment in compliance with the PFMA.

- 5.3 The Lessee will not be responsible for payment of any interest or penalties and/or legal costs for late rental payments which arise as a result of the Lessor being unable to produce a rental invoice as per clause 5.2, above. The rental shall for the duration of this Agreement be as depicted in the following table:

PERIOD	MONTHS	NO OF BAYS	RENTAL / MONTH	TOTAL RENTAL FOR LEASE PERIOD

- 5.4 Such payments to be made electronically to:

Account holder : _____
Branch name : _____
Bank Name : _____
Account no. : _____
Branch Code : _____

- 5.5 The aforesaid rental is exclusive of the charges levied by competent authority for water, electricity, and sanitation and refuse removal.

- 5.6 The aforesaid rentals shall not attract Value Added Tax at the current rate.

- 5.7 The aforesaid rental is inclusive of parking for _____undercover parking bays.

6. ADDITIONAL WORK TO BE UNDERTAKEN AFTER OCCUPATION:

- 6.1 Any additional work required by the Lessee must be undertaken by the Lessor.
- 6.2 The Lessor is compelled to provide the Lessee with three (3) written BIDs for consideration by the Lessee within 21 days of the request made by the Lessee. The Lessee will consider the cheapest BID and the work must be commenced within two (2) working days after the Lessor is given the acceptance of the bid by the Lessee to go ahead with the work.
- 6.3 The Lessee or its agents will not be responsible for undertaking any additional work on the premises nor will it be responsible for payment of additional work done by the Lessor without the written approval of the Lessee.

7. USE OF PREMISES

- 7.1 The Lessee shall use the premises for **residential** purposes only and for no other purposes whatsoever without the prior written consent of the Lessor, and which consent shall not be unreasonably with-held.
- 7.2 The maximum number of occupants to reside at the premises is _____ people.

8. RESTRICTING OF ACCESS TO HIRED PROPERTY BY LESSOR

- 8.1 The Lessor is prohibited to lock out/restrict access to the hired premises for the duration of this Agreement as this amounts to spoliation and is illegal. The Lessee reserves the right to bring an urgent high court application should this happen and all costs will be for the Lessor.
- 8.2 The Lessee also reserves the right to not pay rentals for the number of days that the Lessee is denied access to the hired premises. Such rental will be forfeited.

9. PENALTIES

If the Lessor fails to meet any of the timeframes arising from this Agreement, the Lessee shall without prejudice deduct from the rental payment, as a penalty, a sum calculated at 1% of the monthly lease amount per day of delay.

10. ACTIVITIES CONDUCTED ON THE LEASED PREMISES

- 10.1 In the event of the LESSEE undertaking, or permitting to be undertaken, any activities in or the leased premises, which constitute:-
- 10.2 A breach of the peace and /or
- 10.3 A disturbance of the amenities and/or enjoyment of the other persons resident or employed in the general area and/or.
- 10.4 Conduct which is inappropriate or undesirable in or on premises under 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 18, shall be entitled to terminate the lease forthwith.

11. DOMESTIC SERVICE CHARGES

- 11.1 The Lessee shall be liable for the payment, direct to the competent authority, of charges for electricity, water, sanitation and refuse removals.
- 11.2 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, unless due to the negligence of the Lessor.

12. SUBLETTING OR CESSION OF LEASE

The Lessee shall not cede, sub-let, mortgage or assign this Agreement or any of the rights held by it hereunder without having obtained the prior written approval of the Lessor. Such approval shall not be unreasonably refused.

13. MAINTENANCE OF LEASED PREMISES

- 13.1 The Lessor shall be responsible for the structural maintenance of the leased premises during the currency of this Agreement. Structural maintenance shall include maintenance of the building structure, water reticulation and sewerage system, the electrical and mechanical installations which form an integral part of the building, as well as all the requirements as contemplated in the Special Conditions and Specifications of the Bid Document for this Agreement and shall include but is not limited to, *inter alia*:

The air-conditioning and heating units;

Water heating devices (including geysers);

Lighting installations, including ballasts of fluorescent fittings;

Extractor fans;

Lifts;

Security access points;

Electrical gates;

Plumbing installation and maintenance;

Alarm systems and

Any other electrical appliance or installation forming an integral part of the building and grounds, which shall include maintaining all Fire Fighting Equipment and Portable Fire Extinguishers.

- 13.2 The Lessee shall notify the Lessor of any structural defects in the leased premises as soon as the defects are discovered and the Lessor shall be obliged to have such defects repaired, such repair to be finalized within thirty (30) days of the receipt of the notice. The structural defects referred to in this sub-clause are limited to the existing structure and its fixtures and in no way can the Lessee compel the Lessor to structurally alter the premises to remedy structural defects.
- 13.3 If the Lessor fails to finalize the effecting of the necessary repairs to the structure of the leased premises or to the fixtures thereto within the stipulated period of thirty (30) days, or a period agreed to between the Lessee and the Lessor in writing, the Lessee shall have the right to invoke the penalty clause, Clause 9, above until the necessary repairs are completed to the satisfaction of the Lessee.
- 13.4 Or, the Lessee shall affect the necessary repairs to the premises and recover the costs thereof from the rental. This will only come into effect, if the Lessor has failed to rectify such repairs within the stipulated thirty (30) days; or a period agreed to between the Lessee and the Lessor.
- 13.5 The Lessee shall notify the Lessor of any other non-structural defects in the leased premises as soon as the defects are discovered and the Lessor shall be obliged to have such defects repaired, such repair to be finalized within twenty one (21) days of the receipt of the notice. The defects referred to in this sub-clause are limited to non-structural.
- 13.6 Or, the Lessee shall affect the necessary repairs to the premises and recover the costs thereof from the rental. This will only come into effect, if the Lessor has failed to rectify such repairs within the stipulated 21 days or a period agreed to between the Lessee and the Lessor; as per clause 13.6, above
- 13.7 Or, the Lessee shall have the right to terminate the lease forthwith and to claim from the Lessor, who shall pay to the Lessee, any additional rental that the Lessee shall be obliged to pay in securing suitable alternative premises of similar extent and quality.
- 13.8 The Lessee shall, to the satisfaction of the Lessor, during the currency of this lease maintain the interior of the premises in a clean and tidy condition and in a good proper state of repair. Damage or deterioration caused by the willful or negligent act or omission on the part of the Lessee or its clients shall be made good by the Lessee to the satisfaction of the Lessor.

- 13.9 The Lessee shall, to the satisfaction of the Lessor, during the currency of lease maintain the exterior property in a clean and tidy condition.

14. RIGHT OF INSPECTION

The Lessor may at any reasonable time, in person, by an authorized agent or agents, enter upon the premises hereby leased, or portion thereof, for the purpose of inspection.

15. IMPROVEMENTS

15.1 The Lessee shall not erect any buildings on, or effect any improvements to, the leased premises without the prior written consent of the Lessor; such approval shall not be unreasonably withheld.

15.2 The Lessee has the right to claim compensation for any improvements it may have had to affect on the premises which are not of a permanent nature.

15.3 The Lessee may remove any improvements effected by it 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.

16. INSURANCE OF PREMISES

16.1 The Lessor shall insure the building adequately, against damage to the structure and fixtures both inside and outside caused by fire, burglaries, Vis major and political riots.

16.2 The Lessee is not responsible for any loss or damage caused to the property of the Lessor and / or that of his tenants, caused by Vis major or political riots, provided such damage is not due to the negligence of the Lessee, or his servants, employees, agents or visitors.

16.3 The Lessor may be held responsible for damages suffered by the Lessee in the event of fire, flooding and leaks at the hired premises.

17. TOTAL OR PARTIAL DESTRUCTION OF THE PREMISES

17.1 In the event of the total destruction of the property by fire or any other cause whatsoever, this Agreement shall terminate.

- 17.2 In the event of the partial destruction of the property by fire or any other cause whatsoever, the Lessor shall have the right to either terminate this lease or to require the lease to continue, in which latter event there is to be a reduction in rental, calculated in an amount agreed to by both parties. Alternatively, should the parties be unable to agree on a revised reduced rental, this should be referred to two registered valuers in the area who will decide what the reduced rental would be.

18. BREACH OF THIS AGREEMENT

- 18.1 A Party shall be deemed to be in breach of this Agreement should the Party fails to comply with any material provisions of this Agreement.

- 18.2 The aggrieved Party shall be required to first attempt to settle the matter by way of negotiations with the defaulting Party. If the negotiations fail, then the aggrieved Party shall promptly give the defaulting Party 14 (fourteen) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party may, without prejudice to any other's rights at law:

18.2.1 cancel this Agreement in the event of defaulting Party committing a material breach;

18.2.2 claim specific performance by the defaulting Party if such is a competent remedy in the circumstances;

18.2.3 claim damages suffered.

- 18.3 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.

19. NOTIFICATION IN CHANGE OF LESSOR DETAILS

The lessor is obliged to notify the lessee, in writing, should there be a change in his/her banking details or change in company name or registered business/domicilium address. Such notification must be sent to the Lessee within five (5) days of such change being made.

20. LEASE TERMINATION

- 20.1 Prior to the vacation of the leased premises, the Lessor and the Lessee agree to undertake a joint pre-vacation inspection in order to identify fair wear and tear, for which there will be no compensation. Fair wear and tear includes damage and soiling to carpets; tiling; painting; cupboards; ceilings; all partitioning; doors; blinds; light fittings; toilet cisterns and fittings, amongst others.
- 20.2 The lessee will not be liable for any structural wear and tear, structural being defined in Clause 13.1, above.
- 20.3 Upon vacation of the premises by the Lessee, the Parties will undertake a final inspection on the last day of the vacation of the premises to address any areas where damage may have occurred as a result of the vacation.
- 20.4 The Lessor shall obtain at least three acceptable written quotes, where possible, for the repair of the listed damage. These quotes shall be presented to the Lessee within 30 days of the lessee vacating the premises, for scrutiny and acceptance. The Lessee shall obtain approval to accept the lowest quote and thereafter pay to the Lessor an amount equal to the lowest of the acceptable quotes for the repairs. The Lessor shall have the repairs affected in his own time and the Lessee shall be liable for no more rentals after the termination of this lease and the return of the keys.
- 20.5 The Lessee reserves the right to terminate this Agreement prematurely due to various unexpected circumstances or events occurring amongst the occupants of the leased premises, *inter alia*, but is not limited to employee rights conferred by labour relations legal prescripts.
- 20.6 In the event of the provisions of Clause 20.5 coming to effect and the Lessor suffering damages as a result thereof, the Lessee shall be liable for costs limited to a one month rental for the affected unit/s.

21. VACATION OF THE LEASED PREMISES

The Lessee undertakes, upon termination of this Agreement, to peacefully and quietly, without let or hindrance, deliver up possession of the premises hereby leased giving the Lessor free and vacant possession thereof and deliver the keys to address:

22. GENERAL

- 22.1 Any Party shall not, without the prior written consent of the other, cede or assign any of its rights or obligations in terms of this Agreement.

- 22.2 This Agreement constitutes the whole agreement between the Parties.
- 22.3 No Party may be bound by any express or implied term, representation, warranty, promise or the like not recorded herein or otherwise created by operation of law.
- 22.4 No alteration, variation of or amendment to this Agreement including this Clause shall be of any force and effect unless it is reduced to writing and signed by both Parties.
- 22.5 No indulgence or leniency which either Party may grant or show the other shall in any way prejudice or preclude the granting Party from exercising any of its rights in the future.
- 22.6 If any provision in this Agreement is deemed invalid or illegal or unenforceable, such provision is to be construed in isolation and shall not affect any other provision in this Agreement.

23. DOMICILIUM CITANDI ET EXECUTANDI

- 23.1 Any notice in terms of this Agreement may be hand delivered to the physical addresses of the Parties, in which event proof of acknowledgement shall be endorsed upon a copy of the notice together with the name of the recipient and date of receipt, or may be sent by registered post to the nominated postal addresses of the Parties, in which event a proof of postage issued by the relevant postal authority will serve as proof.
- 23.2 The Lessor chooses for the purpose of this Agreement her *domicilium citandi et executandi* as follows:

The Lessor Residential Address: _____

The Lessor Postal Address: _____

- 23.3 The Lessee chooses for the purpose of this Agreement its *domicilium citandi et executandi* as follows:

The Lessee Street Address: KwaZulu-Natal Department of Health
Natalia Building
330 Langalibalele Street
Pietermaritzburg
3201

The Lessee Postal Address:

KwaZulu-Natal Department of Health
Private Bag X9051
Pietermaritzburg, 3200

24. Costs

Each party shall bear its own costs in the negotiation, preparation and finalisation of this Agreement.

SIGNED AT _____ on the ____ of _____ 20__.

AS WITNESSES

THE LESSOR

1. _____ (signature)

By _____
Full name of the Lessor

_____ (print name)

Signature

2. _____ (signature)

Capacity

_____ (print name)

SIGNED AT _____ on the ____ of _____ 20__.

AS WITNESSES

KWAZULU-NATAL DEPARTMENT OF HEALTH

1. _____ (signature)

By _____ (signature)
Dr S. C Tshabalala, Head of Department for
and on behalf of the Department of Health
KwaZulu-Natal or his Assignee

_____ (print name)

Full name of Assignee

2. _____ (signature)

Signature

_____ (print name)

Capacity