KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date:	04/08/2025
Closing Date:	07/08/2025
Closing Time:	11:00

INSTITUTION DETAILS

Institution Name:	Port Shepstone Hospital
Province:	KwaZulu-Natal
Department of entity:	Department of Health
Division or section:	Supply Chain Management
Place where goods/ service is required:	Port Shepstone Hospital
Date Submitted:	**04/08/2025**

ITEM CATEGORY AND DETAILS

Quotation number:	**PSH 148-2526**
Item Category:	Services
Item Description:	garden service at ray Nkonyeni municipality clinics (6)
Quantity (if supplies):	**12 months contract**

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:	Not applicable
Date:	N/A
Time:	N/A
Venue:	N/A

QUOTES CAN BE COLLECTED FROM: Downloadable from KZN HEALTH WEBSITE

QUOTES SHOULD BE DELIVERED TO: No.7 Bazley Street Security front gate (tender box)

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: **MR S.M Cele**

Email: sphamandla.cele@kznhealth.gov.za

Contact number: 039-688 6129

Finance Manager Name: MR NSB Radebe

pp **Finance Manage signature:** _____

KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

PARTICULARS OF QUOTATION

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: PORT SHEPSTONE REGIONAL HOSPITAL

FACSIMILE NUMBER: _____ E-MAIL ADDRESS: sphamandla.cele@kznhealth.gov.za

PHYSICAL ADDRESS: NO.7 BAZLEY STREET, PORT SHEPSTONE, 4240

QUOTE NUMBER: ZNQ / PSH / 148 /25 -26 VALIDITY PERIOD: 90 DAYS

DATE ADVERTISED: 2025-08-04 CLOSING DATE: 2025-08-07 CLOSING TIME: 11:00

DESCRIPTION: GARDEN SERVICE FOR RAY NKONYENI MUNICIPALITY CLINICS (6)

CONTRACT PERIOD (IF APPLICABLE): 12 MOPNTHS CONTRACT

DEPOSITED IN THE QUOTE BOX SITUATED AT *(STREET ADDRESS)*:
SECURITY FRONT GATE (TENDER BOX)

ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO:

CONTACT PERSON: SM CELE TELEPHONE NUMBER: 039-688 6129

E-MAIL ADDRESS: sphamandla.cele@kznhealth.gov.za

ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: JS MTHEMBU TELEPHONE NUMBER: 039-688 6203 / 6111

E-MAIL ADDRESS: surendra.premnadu@kznhealth.gov.za

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

The quote box is open from 08:00 to 15:30.

QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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

NAME OF BIDDER: _____

E-MAIL ADDRESS: _____

POSTAL ADDRESS: _____

STREET ADDRESS: _____

TELEPHONE NUMBER: _____ FACSIMILE NUMBER: _____

CELLPHONE NUMBER: _____ SARS PIN: _____

VAT REGISTRATION NUMBER (If VAT vendor): _____

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. | M | A | A | A | | | | | | | | |

UNIQUE REGISTRATION REFERENCE:

								-				-				-				-											

OFFICIAL PRICE PAGE FOR QUOTATIONS UP TO R1 000 000

QUOTE NUMBER: ZNQ / PSH / 148 /25 _26

DESCRIPTION: GARDEN SERVICE FOR RAY NKONYENI MUNICIPALITY CLINICS (6)

THE BELOW PREFERENCE POINTS WILL BE ALLOCATED IN COMPLIANCE WITH THE DEPARTMENTAL PREFERENCE PROCUREMENT POLICY (KNOWN AS SCM PPP):	POINTS ALLOCATED
Race: Full points allocated to companies who are at least 51% Owned by Black People	20

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTURE	PRICE	
						R	C
			GARDEN SERVICE FOR RAY NKONYEN				
			CLINICS				
U5676465	12	UNIT	MARBURG CLINIC--124				
U5676440	12	UNIT	MADLALA CLINIC--2968				
U5676426	12	UNIT	PORT SHEPSTONE CLINIC--1427				
U5676402	12	UNIT	PHC--250 GRASS &200 PAVING SWEEP				
U5676364	12	UNIT	UMTENTWENI--725				
U5676352	12	UNIT	SOUTH PORT--213 &				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)							-
TOTAL QUOTATION PRICE (VALIDITY PERIOD 90 Days)							

DOES THIS OFFER COMPLY WITH THE SPECIFICATION? YES / NO

IS THE PRICE FIRM? YES / NO

DOES THE ARTICLE CONFORM TO THE S.A.N.S. / S.A.B.S. SPECIFICATION? YES / NO

STATE DELIVERY PERIOD (E.G. 3 DAYS, 1 WEEK) _____

NAME OF BIDDER: _____ SIGNATURE OF BIDDER: _____

[By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED: _____ DATE: _____

CLARITY ON DECLARATION OF INTEREST SBD 4 (a)

BIDDER NAME	

LEGISLATION ON DISCLOSURE OF INTEREST

The Public Service Act 103 of 1994 indicates in section 30(1) that "No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department."

Furthermore, in terms of the Public Service Regulations paragraph 13(c), "An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act"

Treasury Regulations 16A8.4 further indicates that "If a supply chain management official or other role player, or any close family member, partner or associate of such official or other role player, has any private or business interest in any contract to be awarded, that official or other role player must-(a) disclose that interest; and (b) withdraw from participating in any manner whatsoever in the process relating to that contract."

CLARITY ON HOW TO DISCLOSE

Clause 2.2 of the Bidders Disclosure (SBD4), require the bidder to disclose a relationship with any person employed by the entire KZN Department of Health, even if that person is not employed by the procuring institution. The Department may use other Computer Assisted Techniques to verify possible interest, should you be found to have failed to disclose correctly, your bid/quotation will be treated as a false declaration, treated as non-responsive and disqualified.

For example, if the tender is advertised or invited by Addington Hospital, yet the person with interest is employed by Manguzi Hospital, as long as that official is employed by the Department of Health, the bidder is required to disclose interest. Therefore the question is, do you, or any person connected with the bidder, have a relationship with any person who is employed by the KZN Department of Health? If so, please furnish particulars on Bidders Disclosure (SBD4) section 2.2.1, as attached below,

I read the above clarity on disclosure of interest and I commit to disclose as directed, should I fail to disclose correctly, I am aware of the consequences, which may include disqualification of my offer.

BIDDER SURNAME AND INITIALS _____ SIGNATURE _____ DATE _____

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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1. Definitions

The following terms shall be interpreted as indicated:

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

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

1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

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

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

1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7. "Day" means calendar day.

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

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

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

1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA

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

1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14. "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21. "Purchaser" means the organization purchasing the goods.

1.22. "Republic" means the Republic of South Africa.

1.23. "SCC" means the Special Conditions of Contract.

1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

12. Transportation

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

13. Incidental services

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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

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

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

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

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

27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

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

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

34.1. 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 collusive bidding (or bid rigging).

34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to 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.

34.3. 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.

6.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.

6.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.

6.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.

6.5. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

7. SAMPLES

7.1. 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.

7.2. **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.

8. COMPULSORY SITE INSPECTION / BRIEFING SESSION

8.1. 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: _____

9. STATEMENT OF SUPPLIES AND SERVICES

9.1. 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.

10. SUBMISSION AND COMPLETION OF SBD 6.1

10.1. 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.

11. TAX COMPLIANCE REQUIREMENTS

11.1. 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.

11.2. 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.

12. TAX INVOICE

12.1. 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
(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.

13. PATENT RIGHTS

13.1. 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.

14. PENALTIES

14.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.

SBD 6.1.

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

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

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

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1. GENERAL CONDITIONS

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

1.2. The applicable preference point system for this tender is the **80/20** preference point system.

1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
(a) Price; and
(b) Specific Goals.

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

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

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

1.6. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
(b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
(c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
(d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
(e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

OR

90/10

$$Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

OR

90/10

$$Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Race: Full points allocated to companies who are at least 51% Owned by Black People	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm: _____

4.4. Company registration number: _____

4.5. TYPE OF COMPANY/ FIRM [tick applicable box]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

_____
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: _____

DATE: _____

ADDRESS: _____

_____

_____

health
Department:
Health
PROVINCE OF KWAZULU-NATAL

PORT SHEPSTONE REGIONAL HOSPITAL
Physical address: 7 Bazley Street, Port Shepstone, 4240
Postal address: P/Bag X5706, Port Shepstone, 4240

Reference: ZNQ

Enq: Mr. D.G. Gounden

PSH SPECIFICATION NO.: 01/2425
GARDEN SERVICE

SECTION A – General

<table>
<tr><th>Clause</th><th>Clause Description</th><th>Bidder Remark</th></tr>
<tr><td>G1</td><td>Bidders must quote for a Garden Service at the following Ray Nkonyeni clinics
<table>
<tr><th>No.</th><th>Clinic</th><th>Garden and grounds total Square Meters</th><th>Kilometres</th></tr>
<tr><td>1.</td><td>Port Shepstone Clinic</td><td>1427</td><td>3km return</td></tr>
<tr><td>2.</td><td>PHC Clinic</td><td>250 Grass
200 Paving sweep</td><td>2km</td></tr>
<tr><td>3.</td><td>Madlala Clinic</td><td>2968</td><td>36km return</td></tr>
<tr><td>4.</td><td>South port Clinic and Bowling Club</td><td>213
2000</td><td>8km return</td></tr>
<tr><td>5.</td><td>Umtentweni Clinic</td><td>725</td><td>6km return</td></tr>
<tr><td>6.</td><td>Marburg Clinic</td><td>124</td><td>4 km return</td></tr>
</table></td><td></td></tr>
<tr><td>G2</td><td>Contractor to provide proof that all staff under their employment are registered with the Department of Labour and COIDA.</td><td></td></tr>
<tr><td>G3</td><td>Contractor to provide all the necessary safety equipment for their staff whilst on the premises of the facility.</td><td></td></tr>
<tr><td>G4</td><td>Contractor to undertake visiting the facility to ascertain a reasonable quotation amount based on the size of the facility, transport, labour and chemicals to be used.</td><td></td></tr>
<tr><td>G5</td><td>Contractor must ensure that the quotes submitted includes the Transportation, Machinery, labour and consumables</td><td></td></tr>
<tr><td>G6</td><td>All cleaning Certificate and COC on cleaning must be attached</td><td></td></tr>
<tr><td>G7</td><td>Health and safety must be submitted to the facility manager prior commencement of the contract for audit purpose</td><td></td></tr>
<tr><td>G8</td><td>Contractor to ensure that after the service is rendered the Clinic Sister must sign off the job card. Failure to provide a signed job card with the invoice will delay payment or payment will not be made.</td><td></td></tr>
</table>

SECTION B – Technical Specification

Clause	Clause Description	Bidder Remark
T1	**LAWNS:** (i) Lawns to be kept free of unwanted or invader weeds. (ii) Lawns/grass patches to be kept at a length of 50mm or otherwise stipulated by the Sister in Charge of the clinic. (iii) All edges of lawns to be kept trimmed and uniform at approximately 50mm from all concrete slabs, walkways and buildings.	
T2	**FLOWER BEDS AND SHRUBS:** (i) These are to be kept free of weeds, grass and litter. (ii) Borders to be trimmed and kept neat. (iii) Flower/shrub beds to be turned.	
T3	**TREES:** (i) All dead branches to be removed that are two meters from ground level. (ii) All areas surrounding the trees to be kept free of leaves. (iii) Branches where they constitute a danger to the staff or patients must be kept above eye level.	
T4	**HEDGES:**	

	(i) To be kept cut at a uniform height of 1.5 meters. (ii) All areas surrounding the hedges to be kept free of garden refuse.	
T5	**CONCRETE, TARRED, PAVED AREAS:** (i) To be kept clean. (ii) To be kept free of weeds and grass by means of spraying with suitable weed killer.	
T6	During site visit Clinic Sister to advise which areas to be serviced.	
T7	**Please Note:** Service provider must cut 1.5m outside the perimeter of the fence.	

T8

CLINICS	TOTAL m^2
PHC	450
Port Shepstone Clinic	1427
Southport Clinic Bowling Club Area	213 2000
Madlala Clinic	2968
Umtentweni Clinic	725
Marburg Clinic	124

OBJECTIVE EVALUATION CRITERIA:

The Department will evaluate quotation received before the closing date and time using four (4) phases, these are peremptory requirements, should the bidder fail to comply, the bid will regarded as non-responsive and be disqualified, namely:

Phase 1: Minimum Compulsory Requirements
Phase 2: Pre-qualification criteria for preferential procurement
Phase 3: Technical Evaluation/Functionality
Phase 4: Price and Preference Points System

Phase 1: Minimum Compulsory Requirements

NO.	REQUIREMENTS	COMPULSORY FOR PHASE 1	COMPULSORY FOR TENDER EVALUATION PURPOSES FOR PHASES 3 AND 4	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
1. Prospective tenderers MUST ensure that the following Sections of the quotation document MUST be completed/adhered to, in ALL respects to qualify for the next stage of evaluation:						
1.1	Standard Quote Document	Yes	Yes			
1.2.	Official Price page	Yes	Yes			
1.3	Declaration of Interest SBD 4	Yes	Yes			
1.4	General Conditions of Contract (GCC)	Yes				
1.3	Preference Points Claimed (SBD 6.1.)	Yes	Yes			
1.6	Terms of Reference [TOR] OR (Specification)	Yes				
1.7	Objective Evaluation Criteria	Yes	Yes			
2. Prospective tenderers MUST provide the following as Mandatory Requirements: Main Contractor						
2.1	The Consortium/ Joint Venture/ Partnership agreement, if applicable. (Certified Copies).	Yes If Applicable	Yes (Phase 1) If Applicable			
2.2	A B-BBEE Status Level Verification Certificate/Sworn Affidavit (For EME's & QSE's).	Yes	Yes			
2.3	Current letter of good standing for COIDA with valid reference number (to be verified online)	Yes	Yes			
2.4	Proof of Business Address (Preferably a Utility Bill, or alternatively, a Letter from the Ward Councilor) of the Main Contractor	Yes	Yes			
2.5	Detailed Price Breakdown: Labour, Transport, Consumables, Equipment, etc.					

Phase 2: Pre-qualification criteria for preferential procurement

The Department has identified the following pre-qualification criteria in respect of this bid:

1. **Race: Full points allocated to companies who are at least 51% Owned by Black People. Please provide CSD Report/Sworn Affidavit/BBBEE Certificate to qualify.**

Phase 3: Technical Evaluation / Functionality Criteria

No.	EVALUATION CRITERIA	WEIGHTING	SCORING (FOR OFFICIAL USE)
1.	**COMPANY EXPERIENCE**	**20**	
1.1	Years of experience in cutting grass or gardens and grounds services o 3 Years or more : 20 Points o Less than 3 years : 10 Points o No proof of experience : 0 Points **Returnables:** 1. Detailed company profile demonstrating proven experience. 2. Attach letter, contract or service level agreement for at least two traceable trade **references to support your experience**	20	
2.	**FINANCIAL CAPACITY**	**30**	
2.2	**Financial Capacity:** Submit Letter of Good Standing from the bank-indicating turnover in the past 6 months (NB.: not the current bank balance). This is to demonstrate financial capabilities of the applicant to effectively and efficiently execute the contract: Turnover amounts are scored as follows: ✓ R100,000.00 or more for the past 6 months : 30 Points ✓ Less than R100 000.00 for the past 6 months : 15 Points ✓ No proof/letter of turnover : 0 Points	30	
3.	**LOCALITY**	**40**	
3.1.	**PROOF OF LOCAL BUSINESS ADDRESS** • Head Office within the UGU District : **40 points** • Regional/Branch Office in Other KZN Districts: **20 Points** • No proof of offices in KZN: **0 points** **Returnable:** 1. Utility Bill / Lease Agreement for the company with Business Address / Letter from the Municipality LED Unit	40	
4.	**INSURANCE - INDEMNITY**	**10**	
	Proof of business insurance against claims for damages to infrastructure, vehicles and third party of the Clinic/Hospital/Staff/Visitors/Patients. • Business Insurance of at Least R1 000 000: **10 Points** • No proof: **0 Points**		
MINIMUM QUALIFYING SCORE(A Bidder that fails to obtain the **70** minimum qualifying score for functionality as indicated in the bid document is not an acceptable tender and will not proceed to the next phase 4 for Price and Preference Points System).			

Quotation No.	PSH 148-2526
Quotation Description	GARDEN SERVICE FOR RAY NKONYENI MUNICIPALITY CLINICS (6)

EVALUATION CRITERIA

This institution intends to evaluate valid quotations using **five (5) evaluation stages.** These are peremptory requirements, should the bidder/tenderer fail to comply with any of the stages as stated below, the quotation will be regarded as non-responsive, and will not progress to the final stage of evaluation:

Stage 1: Administrative Compliance, Compulsory and Mandatory Requirements

Stage 2: Capacity to Deliver **(refer to 1.3 of the specification under acceptance of bid)**

Stage 3: Compliance with Specification

Stage 4: Price and Preference Points System (Specific Goals)

Stage 5: Returnable Documents:

5.1 Company Experience

5.2 Financial Capacity

5.3 Proof of Local Business Address

5.4 Insurance Indemnity

KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

EVALUATION CRITERIA

STAGE 1: ADMINISTRATIVE, COMPULSORY COMPLIANCE AND MANDATORY REQUIREMENTS

NO.	REQUIREMENTS	INCLUDED IN THE PUBLISHED DOCUMENT?	TO BE RETURNED BY BIDDER/ TENDERER?
	Administrative Compliance		
1.	PARTICULARS OF QUOTATION	YES	YES
2.	OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01	YES	YES
3.	BIDDER'S DISCLOSURE (SBD4)	YES	YES
4.	GENERAL CONDITIONS OF CONTRACT (GCC)	YES	YES
5.	SPECIAL CONDITIONS OF CONTRACT (SCC)	YES	YES
6.	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)	YES	YES
	Compulsory Compliance		
7.	SUPPLIER UPDATED CIPC REGISTRATION DOCUMENTS	NO	YES
8.	A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (For EMEs& QSEs)	NO	YES
9.	CENTRAL SUPPLIER DATABASE COMPLIANCE REPORT (CSD)	NO	YES
	Mandatory Requirements		
09.	THE BIDDER MUST PROVIDE PROOF THAT THE ITEMS TO BE SUPPLIED ARE SABS OR SANS APPROVED	NO	YES
10.	VALID COPY OF LICENCE ISSUED BY SOUTH AFRICAN HEALTH PRODUCTS REGULATORY AUTHORITY (SAHPRA), AUTHORIZING YOUR COMPANY TO MANUFACTURE/WHOLESALER/DISTRIBUTE MEDICAL DEVICES	NO	YES

Note: This relates to administrative, compulsory and mandatory returnable documents which must be fully completed, and submitted, should you fail to submit any of the above returnable documents, your offer will be treated as non-responsive and will not proceed to the next stage of evaluation. The department reserve a right to verify validity of the documents submitted, should it be discovered that the information submitted is misrepresented or falsified the quotation will be disqualified or contract maybe be terminated.

Bidder Initial here: _____

STAGE 2: CAPACITY TO DELIVER

1.	Valid copy of at least one order and delivery note which will serve as proof that you have delivered the order either in private or public health facility. Note: Should you fail to submit any of the above returnable documents, your offer will be treated as non-responsive and will not proceed to the next stage of evaluation
2.	As part of risk management, if there is valid proof that the bidder was previously issued with an order and thereafter failed to deliver without acceptable reasons, the bidder will be treated as a defaulter and will not progress to the next stage of evaluation.

STAGE 3: COMPLIANCE WITH SPECIFICATION

Requirement	Complies with Specification Yes /No
The bidder / Tenderer to confirm that the product supplied complies with attached specification document, should you fail to indicate compliance your quotation will not progress to the next stage of evaluation.	

STAGE 4: PRICE AND PREFERENCE POINTS

The value of this quotation is estimated not to exceed R 50 000 000 (inclusive of all applicable taxes), therefore the 80/20 preference point system shall be applicable. Points for this quotation will be awarded for:

CATEGORY	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and must not exceed	**100**

The Department has identified the following specific goal:

Specific Goal	Number of Points allocated	Proof To Claim Specific Goal (Returnable Documents)
RDP Goal: Full points allocated to promote enterprises located in a specific municipality for work to be done or services to be rendered in that Municipality	20	1. CIPC Certificate 2. BBBEE Certificate/Sworn Affidavit 3. ID Copies 4. Updated csd 5. Financial capacity (Service provider must have proof of capital reserve in their bank account for at least 30% of the total contract price to execute the service). **Failure to provide proof will result in the offer being passed over/disqualified.**
NOTE: **Should a responsive bidder fail to submit proof to claim points, as stated above this will not result in disqualification; however, the bidder will not be awarded points for specific goals.**		

STAGE 5: OBJECTIVE CRITERIA

1. CIPC Certificate
2. BBBEE Certificate/ Sworn Affidavit
3. ID Copies
4. Updated csd
5. Financial capacity
6. Insurance
7. Valid Coida

(Service provider must have proof of capital reserve in their bank account for at least 30% of the total contract price to execute the service). **Failure to provide proof will result in the offer being passed over/disqualified.**