KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 21/04/2026
Closing Date: 30/04/2026

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: St Andrews Hospital

Province: KwaZulu-Natal

Department of entity: Department of Health

Division or section: Supply Chain Management

Place where goods/ service is required: **St Andrews Hospital**

Date Submitted: **21/04/2026**

ITEM CATEGORY AND DETAILS

Quotation number: **SAH: 07/2026/2027**

Item Category: Goods

Item Description: **CLEANING OF GARDEN AND GROUNDS**

NB: PLEASE SEE THE ATTACHED ANNEXURE A FOR THE LIST OF REQUIRED RETURNABLE DOCUMENTS AND EVALUATION CRITERIA FOR THIS QUOUTATION

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Complusory Briefing

Time: **12h00 (24 APRIL 2026)**

Venue: **ST ANDREWS HOSPITAL (MAIN HALL)**

QUOTES CAN BE COLLECTED FROM: KZN Health Website

QUOTATION MUST BE DEPOSITED ON THE TENDER BOX SITUATED NEXT TO SECURITY BOTTOM GATE, 14 MOODIE STREET, HARDING, BEFORE THE CLOSSING DATE AND TIME OF TENDER

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: **Ms B. Mnomiya**

Email: **Bongisiwe.Mnomiya@kznhealth.gov.za**

Contact number: 039-4331955

Finance Manager Name: Mr N.I Mdingi

Finance Manager signature:

PARTICULARS OF QUOTATION

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: ST ANDREWS DISTRICT HOSPITAL

FACSIMILE NUMBER: _____ E-MAIL ADDRESS: StAndrews.Quotations@kznhealth.gov.za

PHYSICAL ADDRESS: 14 Moodie Street Harding , 4680

QUOTE NUMBER: ZNQ / SAH / 07 / 2026 - 2027 VALIDITY PERIOD: 60 DAYS

DATE ADVERTISED: 2026/04/21 CLOSING DATE: 2026/04/30 CLOSING TIME: 11:00

DESCRIPTION: CLEANING OF GARDEN AND GROUNDS

CONTRACT PERIOD (IF APPLICABLE): SIX (6) MONTHS

DEPOSITED IN THE QUOTE BOX SITUATED AT *(STREET ADDRESS)*:

QUOTATION MUST BE DEPOSITED ON THE TENDER BOX SITUATED NEXT TO SECURITY BOTTOM GATE, 14 MOODIS

Standrews.Quotations@kznhealth.gov.za

ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO:

CONTACT PERSON: MS B MNOMIYA TELEPHONE NUMBER: 039 4331955 Ext.315 or 215

E-MAIL ADDRESS: Standrews.Quotations@kznhealth.gov.za

ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: Mr M Mbucane TELEPHONE NUMBER: 039 4331955

E-MAIL ADDRESS: Mzuvukile.Mbucane@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 OVER R2 000.01

QUOTE NUMBER: ZNQ /--- /07 /2026 _2027

DESCRIPTION: CLEANING OF GARDEN AND GROUNDS FOR ST ANDREWS HOSPITAL

PREFERENCE POINTS WILL BE ALLOCATED ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOALS IN TERMS OF PPR 2022:	POINTS ALLOCATED
Promotion of enterprises located in a specific municipality for work to be done or services to be rendered in that municipality	20

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTURE	PRICE	
						R	C
			CLEANING OF GARDEN AND GROUNDS				
			FOR ST ANDREWS HOSPITAL AND				
			ATTACHED COTTAGES/STAFF				
			RESIDENCE				
			(6 MONTHS CONTRACT)				
			1. Ownership Certificate issued by the				
			Companies and Intellectual Property				
			Commission (CIPC), BBBEE Certificate				
			and Sworn Affidavi				
			2. Certified Identity Copy's (ID) of Directors				
			to be allocated points for specifict goals				
			3.The medical Certificate or SASSA Disability				
			card or physical assessment by deparments				
			Specialist Dorctors will serve as verification				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)							
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 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: _____

SBD 4

BIDDER'S DISCLOSURE

1 PURPOSE OF THE FORM

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

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

2 BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state? **YES / NO**

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

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

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

2.2.1. If so, furnish particulars: _____

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

2.3.1. If so, furnish particulars: _____

3 DECLARATION

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

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

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

3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

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

3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

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

NAME OF BIDDER	SIGNATURE	POSITION	DATE

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

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

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

4 Standards

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

5 Use of contract documents and information; inspection.

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

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

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

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

6 Patent rights

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

7 Performance security

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

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

7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

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

8 Inspections, tests and analyses

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

8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

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

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

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

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

9 Packing

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

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10 Delivery and documents

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

10.2. Documents to be submitted by the supplier are specified in SCC.

11 Insurance

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

12 Transportation

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

13 Incidental services

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

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

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.

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

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

22 Penalties

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

23 Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

24 Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or antidumping 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 whichmay be due to him.

25 Force Majeure

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

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

26 Termination for insolvency

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

27 Settlement of Disputes

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

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

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

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

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

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

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

28 Limitation of liability

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

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

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

29 Governing language

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

30 Applicable law

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

31 Notices

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

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

32 Taxes and duties

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

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

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

33 National Industrial Participation (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.

SPECIAL CONDITIONS OF CONTRACT

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 Department is under no obligation to accept the lowest or any quote.

3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.

3.3 ***ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.***

3.4. The price quoted must include VAT (if VAT vendor).

3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.

3.6. The bidder must ensure the correctness & validity of the quotation:

(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;

(ii) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.

3.7. 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.

3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.

3.9. Offers must comply strictly with the specification.

3.10. Only offers that meet or are greater than the specification will be considered.

3.11. Late offers will not be considered.

3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.

3.13. Used/ second-hand products will not be accepted.

3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.

3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.

3.16. 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.

3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.

3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.

3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.

3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

4 SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

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

4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.

4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.

4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/ submit such information.

4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.

4.6. Use of correcting fluid is prohibited and may render the response invalid.

4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.

4.8. Where practical, prices are made public at the time of opening quotations.

4.9. 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.

4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.

5.2. 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.

5.3. 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.

5.4. 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.

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

6. SAMPLES

6.1. 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.

6.2. **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.

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

7.1. 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: _____

8. STATEMENT OF SUPPLIES AND SERVICES

8.1. 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.

9. SUBMISSION AND COMPLETION OF SBD 6.1

9.1. 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.

10 TAX COMPLIANCE REQUIREMENTS

10.1. 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.

10.2. 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.

11 TAX INVOICE

11.1. 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.

12 PATENT RIGHTS

12.1. 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.

13. PENALTIES

13.1. 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.

13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.

13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.

13.4. 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.

14. TERMINATION FOR DEFAULT

14.1. 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.

14.2. 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.

14.3. 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.

15. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

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)
Promotion of enterprises located in a specific municipality for work to be done or services to be rendered in that municipality	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: _____

_____

_____

SAH:-07/26/27

health
Department:
Health
PROVINCE OF KWAZULU-NATAL

DIRECTORATE:
SYSTEMS

Physical Address: 14 Moodie Street, Harding 4680
Physical Address: St Andrew's Hospital, Private Bag X1010,Harding 4680
Tel: 039 433 1955 Fax: 039 433 1529 www.kznhealth.gov.za

Spécification for cleaning of Garden and grounds for st Andrews Hospital and attached cottages/staff residence for a period of six (6) months

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EVALUATION CRITERIA.....

ST ANDREWS HOSPITAL

CONTRACT DOCUMENT CHECK LIST.

DOCUMENTS ATTACHED	YES	NO	N/A	OFFICE USE
Certified Company Registration Document (CK)				
Certified Proof of Ownership/Shareholder Certificate				
Workman's Compensation Document				
VAT Registration Document				
An original valid tax clearance certificate				
Signed and fully completed specification document				
Declaration of Interest.				
Central Supplier Registration (CSD) Registration				
Certificate of registration approved by the garden and grounds society or Bargaining Council for Cleaning Industry (BCCI)				

SECTIONS TO BE COMPLETED	YES	NO	N/A	OFFICE USE
SECTION A : Invitation to Bid(x 5 Pages)				
SECTION B: Declaration that Information on treasury Provincial Supplier Database is correct and up to date.				
SECTION C: Declaration Interest:				
SECTION D: Compulsory Site Inspection certificate				
SECTION E: Authority to Sign a Bid				
SECTION F: Conditions of Bid				
SECTION G: Declaration of Bidders past Supply Chain Management				
Functionally Criteria				

I ACKNOWLEDGE THAT THIS FORM HAS BEEN CHECKED BY ME, AND THAT ALL THE REQUIRED INFORMATION AND DOCUMENTS HAVE BEEN FURNISHED. FAILURE TO PROVIDE THESE DOCUMENTS MAY RENDER MY BID AS INVALID.

INITIALS			
FIRST NAME			
SIGNATURE		**DATE SIGNED**	

SECTION B
SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

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. Bidder is requested to sign and date each page.
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 sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. **Use of correcting fluid is prohibited**
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. 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.

SECTION C
CENTRAL SUPPLIER DATABASE REGISTRAION

1. In terms of the of Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Supplier Database (CSD).

2. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;

   2.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.

3. The same principles as set out in paragraph 2 above are applicable should the supplier fail to request updating of its information on the Suppliers Database, relating to changed particulars or circumstances.

SECTION I
TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement, bidders are required to complete in full the attached form TCC 001 "Application for a Tax Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval. Copies of TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SPECIAL CONTRACT CONDITIONS
GARDENS AND GROUNDS

DEFINITION OF TERMS
The following definitions will apply in respect of the contract.

- **ADMINISTRATION**
  Head of Department of Health KwaZulu-Natal.

- **AGREEMENT PERIOD**
  The period during which the service is to be rendered and originally determined in the agreement, or as amended, extended or renewed. 06 MONTHS / 180 DAYS

- **FACILITY/INSTITUTION**
  The grounds on which and/or the building (s) in which the service shall be rendered.

- **FACILITY MANAGEMENT (FM)**
  The person/s in charge of the specific facility and who is an official/s acting on behalf of the Head of Department of Health KwaZulu-Natal.

- **CONTACT PERSON**
  At the facility where the Contractor is to render a service, Facility Management will appoint a person who will act as intermediary between the contracted at the Facility and the Facility Management (FM).

- **CONTRACTOR**
  The person or persons, partnership, closed corporation, firm or company, whose bid for the service was accepted.

- **CONTRACTOR'S STAFF**
  Staff in the employ of the Contractor.

  4 MALES INCLUDING SUPERVISOR (supervisor must have a valid drivers license in order to drive and dispose of all waste generated)

- **DEPARTMENT**
  The Department of Health St Andrews Hospital Contract Administration

- **GARDENS AND GROUNDS**
  All outdoor areas (excluding verandahs) including covered/open parking areas of the Facility concerned as defined by the existing perimeter fence or as otherwise indicated at the site meeting.

- **PARTIES**
  The Head of St Andrews Hospital and the Contractor.

- **SERVICE**
  The gardens and grounds service to be rendered in terms of the contract.

- **GARDEN REFUSE**
  All sticks, leaves, branches, cut grass, weeds, litter, building rubble and filling of pot holes due to rain and wet surfaces

- **SUPERVISORY (CONTRACTOR)**
  The person executing direct supervision and control over the Contractors staff at the Facility.

1. ACCEPTANCE OF BID

1.1 The St Andrews Hospital Quotation Adjudication Committee is under no obligation to accept the lowest or any bid.

2. AMENDMENT OF CONTRACT

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

3. ANNUAL PRICE INCREASE

3.1 On the anniversary of the contract the Department will automatically allow a contract price adjustment. The percentage (%) increase used will be guided by the use of the Consumer Price Index (CPI) (Geographic Indices) as published by Statistics South Africa. The departments Head Office will advise the contractor of such percentage increase as well as its facility.

4. AWARD OF BID

4.1 The Department reserves the right to award the contact to:

(i) companies located in the Province of KwaZulu-Natal;

OR

(ii) companies located in a specific district;

OR

(iii) companies located in a specific municipal area

5. CHANGE OF ADDRESS

5.1 The successful Contractor must advise the Department of Health should their address (*domicilium citandi et executandi)* details change from the time of bid to the expiry of the contract.

6. MONITORING OF SERVICE

6.1 Mnitoring of the service shall be done by the Contractor himself/herself on a weekly basis to monitor the performance of the contract and report to the contact person at the Facility to resolve any problems. A person will be appointed by the Finance Manager of the Facility to perform Contract Administration and to report such performance to Head Office Contract Administration.

6.2 The person appointed, shall be entitled at any time to monitor the service rendered by the Contractor, in order to ensure that the service rendered is in accordance with the contract conditions.

7. CONTRACT PRICE

7.1 The contract price per month will be taken as fixed (not open to an increase) for the first year of the contract.

8. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

8.1 It is the responsibility of the Contractor to ensure that his/her staff:

8.1.1 Presents a presentable image and is attired in an appropriate uniform.

8.1.1.1 The Company name and contact details must be printed on the back of the uniform.

8.1.1.2 All staff under the direct employ of the awarded company must have identity badges, of which must be on the person at all times.

8.1.2 Shall not argue with visitors/staff/patients or be discourteous to them.

8.1.3 Does not read office documents or rummage through office/kitchen waste.

8.1.4 On award of the contract the Contractor shall sign an undertaking in which he/she declares that his/her staff will refrain from any action which might be to

the detriment of the facility where the service is rendered and such undertaking must be handed to the facility on commencement of the contract.

8.1.5 No information concerning the facilities activities may be furnished to the public or news media by the Contractor or his/her employees without the express written permission of the Head of Department of Health KwaZulu-Natal.

8.2 STAFF EQUIPMENT

The successful Contractor shall ensure that each member of his/her staff at the facility shall at all time, when on duty; be fully equipped with:

8.2.1 A wide brimmed hat, for protection from the sun with company logo.

8.2.2 The required safety equipment whilst working with machinery.

8.2.2.1 Full face shield.

8.2.2.2 Full length body apron.

8.2.2.3 Safety Shoes and Gum Boots. (1 pair each persons per item)

8.2.2.4 Leather gloves. (1 each persons)

8.2.2.5 Self standing safety signs.

8.2.2.6 Blue overalls 2 piece embroded (black / navy) with company name at back and front and GARDEN AND GROUNDS at the back x 3

8.2.2.7 Ear muffs.

8.2.2.7 t – shirt with company name and logo back and front with GARDEN AND GROUNDS at the back (3 each persons)

8.2.2.8 Name tag with initials and names of persons and a face including company name

(All uniforms are to be brought to the cleaning supervisor for visualization of each item and counting before the starting of the contract)

9. LETTER OF ACCEPTANCE

9.1 Acceptance of the contract shall be in writing by a duly authorized official of the Department of Health KwaZulu-Natal.

10. MISCELLANEOUS

10.1 The Contractor's staff shall not sell or buy any items to/from any facility patient or staff member.

10.2 If in the opinion of the Facility Management any person employed by the Contractor misconducts himself/herself, or is likely to cause or has caused quarrelling, or delays, the Contractor, when so directed in writing by the Facility Management, shall at once remove that person/s from the facilities premises and shall not allow him/her to return without the written permission of the Facility Management.

10.3 The Head: Department of Health, KwaZulu-Natal, or his/her representative may at any time inspect the Contractor's work and/or performance. Should he/she or the representative consider the standard unsatisfactory and contrary to the contract or specification he/the representative will notify the Contractor accordingly in writing and the Contractor shall rectify the defect, to the standard required by the contract specification and Special Contract Conditions within seven (7) days at his/her own cost. In the event of the Contractor disregarding the representative's instructions for a period of seven (7) days, the Head of Department or his/her representative is at liberty forthwith to employ other workmen to perform the work or cause the work to be performed and to charge any expense thereby incurred to the Contractor or to deduct

it from any sum due or to become due to the Contractor. The Department also reserves the right to cancel the contract should the contractor not rectify the breach within 7 days.

10.4 The equipment used by the Contractor must be kept in a safe condition, and the use of such shall not prejudice the health and safety of the staff, patients and the general public.

10.5 The Contractor is responsible for providing all his/her own equipment, materials, consumables etc.

10.5.1 The contractor is to ensure that all equipment is removed from the hospital grounds after each day. No equipment may be left or stored on the hospital property.

10.5.2 The facility will not be held responsible for any damage or loss to any Equipment belonging to the contractor.

10.5.3 No equipment may be left unattended at any given time, while on the Premises.

10.6 The facility will provide electrical power (220 volt, 15 amp) if required, and water to the Contractor, free of charge, by means of existing plugs and taps. Every electrical appliance shall be operated through a plug-in earth leakage protection device. The Contractor is advised that fire hoses may only be used for their *bona fide* fire fighting purposes. All other fuel and batteries necessary shall be provided by the Contractor.

10.7 The facility will provide existing toilet facilities free of charge, to the staff of the Contractor, but will not be responsible for providing living accommodation for his/her staff. No staff may be housed on the premises.

10.8 Whilst on the premises, the Contractor's staff are to be limited to the areas where they are required to perform their duties and will under no circumstances be permitted to enter areas outside the contract area.

10.9 The Contractor will under no circumstances be permitted to employ child labour to perform any duties in respect of the contract.

10.10 The Department of Health, KwaZulu-Natal will terminate the contract in the event of the Contractor breaching any of the conditions of the contract or rendering continuous unsatisfactory service. In such event the Head of Department shall have the right to recover from the Contractor any losses which the Department may have suffered as a result of the failure, without prejudicing any other rights the Department may have.

10.11 Once a month the Contractor shall have formal discussions with the Facility Manager). Minutes of the meetings shall be taken and kept by the Facility Manager for record purposes.

11. PREFERENCE POINT SYSTEM TO BE USED

11.1 In terms of the Provinces Preference Points System the application of the 80/20 preference point system will be utilised. (80 points for price, 20 points for):

PRICE		**80**
SPECIFIC GOAL	**Promotion of enterprises located in Umuziwabantu municipality**	**20**
Total Points for price and specific goals		**100**

12. PRESENTATION TO THE DEPARTMENTAL BID EVALUATION COMMITTEE

12.1 The Department of Health, KwaZulu-Natal reserves the right to call upon a bidding company to make a presentation to the Departmental Bid Evaluation Committee during the evaluation phase as a means of assessment.

13. SITE MEETING

SITE MEETING / VISIT FOR THIS BID IS COMPULSORY

14.1 Site meeting is compulsory and companies who did not attend the site meeting on the date and time of the meeting will be disqualified. Company representatives who leave the site meeting before it is finished will have their companies disqualified. Attendance register will be made available on the day of the site meeting and company representatives will have to sign at the start of the site meeting and at the end of the site meeting.

15. SPECIAL CONTRACT CONDITIONS

15.1 The General Conditions of Contract, are supplementary to that of the Special Conditions of Contract. Where, the General Conditions of Contract are in conflict with the Special Contract Conditions, the Special Contract Conditions prevail.

16. TAX CLEARANCE CERTIFICATE

16.1 An original Tax Clearance Certificate must be submitted with the bid before the closing date and time of the bid. Failure to submit an original and valid Tax Clearance Certificate will invalidate the bidders bid.

16.2 The Department of Health will verify the validity of the recommended bidders Tax Clearance Certificate before any agreement or contract is entered into. The South African Revenue Services will clear the Tax Clearance Certificate.

17. TAX INVOICE

17.1 Must be in the currency of the Republic of South Africa and shall contain the following particulars:

(a) the words "tax invoice" in a prominent place;
(b) the name, address and registration number of the supplier;
(c) the name and address of the client;
(d) an individual serialized number and the date upon which the tax invoice is issued;
(e) a description of the services supplied;
(f) the quantity of the services supplied;
(g) the contract number;
(h) the order number

18. UNSATISFACTORY PERFORMANCE

18.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

(i) Before any action is taken, the facility shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the facility will:

(a) make a recommendation to the Department for cancellation of the contract concerned.

19. VALIDITY PERIOD AND EXTENSION THEREOF

19.1 The validity (binding) period will be 90 days from close of bid. However, circumstances may arise whereby the Department may request the bidder to extend the validity (binding) period. This will be done in writing.

20. VAT

20.1 Regardless whether your business is registered as a VAT Vendor or not, the bid price must be inclusive of VAT.

20.2 If a bidder is awarded the contract and is not a VAT Vendor, the VAT will be deducted from the total bid price.

21. CENTRAL SUPPLIER DATA BASE (CSD)

21.1 Failure by a bidder to provide all relevant information required on the CSD will result in such a bidder not being disqualified.

22. LIABILITY OF STAFF

22.1 The company must registered with Workman's Compensation Act.

22.2 Injuries sustained while on the premises and during performance of the contract shall be the responsibility of the bidder.

22.3 No claims will be made to the Department of Health.

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 favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.

4.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.

4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without canceling 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 canceling 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 which is desired.

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. SERVICE DELIVERY

6.1 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Province reserves the right (after giving the Contractor seven days notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Province any extra cost incurred

over and above the contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.

6.2 If the Contractor cannot produce proof satisfactory to the Province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.

6.3 If at any time the Province ascertains that, due to negligence of the Contractor or for reasons beyond his control:

6.3.1 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;

6.3.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or

6.3.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be 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.

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

7. PAYMENT

7.1 The Contractor shall furnish the hospital with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.

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

7.3 Payments will be made in Rand unless otherwise stipulated.

7.4 All staff payrolls should be submitted to the cleaning supervisor at St Andrews hospital

7.5 Payments for services 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.

7.6 An inspection tool will be used by the departmental supervisor together with the owner of the company to ensure that all work is done
Before the invoice is signed and taken to payment section

8. INVOICES

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

9. CONTRACT PRICE ADJUSTMENT

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

9.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid, the Province shall have the right to elect the price list on which any variation shall be based.

9.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall

be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.

9.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.

9.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.

9.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.

9.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Province before such date.

9.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

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 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the 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

14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right:-

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. ORDERS

14.1 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.

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

17.2.1 Name of Institution placing order;

17.2.2 Provincial official order number;

17.2.3 Quantity ordered; and

17.2.4 List of items ordered.

15. INSURANCE

15.1 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.

15.2 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.

16. INSPECTION, TESTS AND ANALYSES

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.6 Goods and services which do not comply with the contract requirements may be rejected.

16.7 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.

16.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.

16.9 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.

17. 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 organisations 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.

18. CONTRACTOR'S LIABILITY

18.1 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 moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.

18.2 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.

19. 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.

20. SUBMISSION OF CLAIMS

20.1 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.

20.2 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.

20.3 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.

21. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR

21.1 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.

21.2 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.

22. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

22.1 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.

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

23. 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.

24. NOTICES

24.1 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.

24.2 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.

25. INCIDENTAL SERVICES

25.1 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.

25.2 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.

26. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

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

30.2 The Contractor shall not, without the Provinces prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.

30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract of so required by the Province.

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

26.1. SPARE PARTS

26.1 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.

27. PENALTIES

32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

28. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

33.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the Contractor to the State or the State my 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.

29. 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.

30. TAXES AND DUTIES

35.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.

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

SPECIFICATION: GARDENS AND GROUNDS

1. **LAWNS:**
   (i) Lawns to be kept free of weeds.
   (ii) Lawns/grass patches to be cut twice monthly in the summer months and once monthly in the winter months
   (iii) Lawns to be kept at a length of 50mm or otherwise stipulated
   (iii) All edges of lawns to be kept trimmed and uniform at approximately 50mm from all concrete slabs, walk ways and buildings.

2. **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 once a month.

3. **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 public/department staff must be kept above eye level.

4. **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.

5. **CONCRETE, TARRED, PAVED AREAS: (ROADS, PARKING AREAS)**
   (i) To be kept clean.
   (ii) To be kept free of weeds and grass by means of spraying with suitable weed killer.

6. **GULLEYS, DRAINS AND GUTTERS**
   These are to be kept clean, free of leaves, grass and general litter.

   N.B. No personnel shall be allowed to walk on roofs of any nature.

7 **VERGES**

   I. **Verges to be kept clean and neat.**

8. **VELD/VACANT LAND**
   (i) To be kept neat.
   (ii) Wild grass to be kept short.
   (iii) Veld/ Vacant Land to be kept free from refuse and litter.

9. **VEGETABLE GARDENS:**
   As certain cottages have established vegetable gardens, Bidder's are requested to remove weeds and clean the beds. Please note that Bidder's are not required to do any planting of the vegetables

9 **Bidders are to ensure that all garden refuse to be removed from site after the service each day, By own transport and vehicle to a designated site approved by Umuziwabantu municipality**

10. **A stamped Proof of disposal by Umuziwabantu landfill site should be provided to st Andrews hospital cleaning supervisor after each removal of waste to avoid any dumping of waste**

11. **All payments to the landfill site shall be paid for by the bidder**

11. Leaves from trees must not be allowed to accumulate. Rake up and removed off the premises each day.

1.2 A boundary of 1 meter must be cleared from the hospital boundary fence of the entire perimeter
of the property. The 1 meter boundary must be kept clean of grass and bush.

1.3 all leaves, trees, rubble, grass and any other litter removed by the bidder will be removed by the
Bidder using his or her own transport out of the facility and must not be placed out Side the hospital and cottages premises and should be taken to an authorised Dumping site authorised by the municipality

10 FREQUENCY OF SERVICE

13.1 Cut and clean twice monthly in the summer months and once monthly in the winter months.
Summer months: September, October, November, December, January and February.
Winter Months: March, April, May, June, July, August.

13.1.1 Should the contractor for any reason not manage to complete the grounds in a single day, the contractor is required to return the following day to complete the task.

13.2 A roster is to be provided prior to the contract being implemented.

11. **MACHINERY / EQUIPMENT REQUIRED:**
(Contractor to ensure that an equipment list is on site at all times).
14.1 Brush Cutters x 2
14.2 Petrol Lawn Mowers x1
14.3 Wheel barrows x 2
14.4 Garden Spades x 4
14.5 Garden Forks x 4
14.6 Grass Rakes x 2
14.7 Garden Scissors x 2
14.8 Garden Clippers x 2
14.9 Slashers x 2
14.10 Leaf Bag and black plastic bags (provide own)
14.11 Self Standing Step ladder of 10 foot x 1 (FOR CLEANING OF GUTTERS AND CUTTING TREES)
14.12 Hedge Cutter x 2
14.12 safety signs for: grass cutting and tree cutting as to warn staff **(compulsory) x 4**
14.13 OWN VEHICLE TO TRANSPORT AND REMOVE ALL GARDEN WASTE IE GRASS, TREES AND RUBBLE
NB:

THE BIDDER WILL HAVE TO PROVIDE OWN VEHICLE TO REMOVE ALL GRASS CUTTINGS, TREE CUTTINGS, LEAVES AND RUBBLE (PROOF OF VEHICLE TO BE PROVIDED ON THE TENDER DOCUMENT WITH VIN NUMBER

(all machinery is to be brought to the St andrews hospital cleaning supervisor before the start of the contract to view if they meet the spec requirements)

ST ANDREWS HOSPITAL DOES NOT PERMIT ANY DUMPING OF WASTE IN AND AROUND IT PREMISES ALL WASTE IS TO BE DISPOSED OF IN THE LANDFILL SITE

1. Development and submission of an occupational environmental health and safety File and 37.2 agreement, in line with Occupational Health and Safety Act, must be made available to the facility for approval

A. Minimum contents of the safety file

- ✓ **COIDA & OHS Act**
- ✓ **Legal Appointment letters**
- ✓ **SHE Policy and Environmental policy**
- ✓ **Clear ID Copies of employees working on site**
- ✓ **A valid certified copy of the drivers licence of supervisor**
- ✓ **Risk Assessment and management of all machinery listed above (grass cutter,slasher,stepladder,scissors,spade , forks and lawn mower**
- ✓ **Trainings for the use of all machinery and equipment**
- ✓ **Safe Operating Procedures for all machinery and equipment**
- ✓ **Medical Surveillance programme**
- ✓ **Emergency plans and first aider and first aid kit**
- ✓ **PPE**
- ✓ **Accident investigation and management**
- ✓ **National minimum wage act no 9 of 2018**
- ✓ **Contracts of employees with clear salary agreements , sick days and leave days per employee and company agreements**
- ✓ **Clear certificates on training for all machinery to be used**
- ✓ **Training costs per employee**

NB. Compulsory safety file once contract has been awarded (2 weeks, failer to provide will mean that the contract will be cancelled)

4. **Financial proposal**

Bidders are required to provide bid breakdown/ analysis and the total be forwarded to the pricing schedule (SBD.....)

a. Bid Breakdown

Description	Monthly cost R	Contract Period	Total
1 X Working Team Leader	R	6 Months	R
3 X Staff	R	6 Months	R
Sub Total			R
Overheads and other costs	R		R
Sub Total	R		R
Vat (if Vat Vender)	R		R
Total	R		R

NB. Please note that St Andrews Hospital will only consider quotations complying with the minimum wage agreement gazette and staff members must be paid inline or more with minimum wage rates in terms of the national minimum wage act no 9 of 2018.

Bidders quoted below the national minimum wage rate will be regarded as non-compliant and will be disqualified.

Team Leader / supervisor

- Must have good communication skills, knowledge and understanding of the Job
- Must be able to work alone and a team
- Must have a clear working plan of each day and the plan must be communicated with the designated health rep on a daily basis
- Must be able to give instructions with clear communications
- **Must be able to speak, read and write English.**
- To lead by example
- To meet all deadlines
- Be able to cope well under work pressure.

- **Must have the ability to act calmly ad quickly in emergencies.**
- **Must have the ability to act calmly ad quickly in emergencies.**
- **To be physically fit and active**
- **Must be flexible to work within the stipulated time and on weekends**
- **Must be in a possession of matric certificate , certified copy no longer than 3 months to be attached**
- **Must have relevant experience of working as a team leader**
- **Team leader will be part of the staff complement of staff required per shift.**

Must have sober and free of drug use habits

Monthly working schedule

Areas	weeks	days	times	tasks
• Main Entrance • Passages and drains • Around the hospital fence and perimeter • Buildings and top gate • Roof drains		Monday to Friday	7:00 am – 10:00 am	• Litter picking • Sweep tarred areas and drains • Apply herbicide • Cutting trees • Cutting grass • Removing weeds • Turning

• Filling of potholes • Nurses residence • cottages				flower beds **TEA BREAK** **Continue cleaning drains, gutters, raking leaves, picking litter, removal of weeds and grass** **LUNCH TIME** **Continue cleaning, turning flower beds, cutting trees and grass, cleaning hospital perimeter** **Clean machines And store room**
			10:00 to 10:15 **10:15 to 13:00** **13:00 to 13:30** **13:30 TO 15:00** **15:00 to 15:30**	

STANDARD BID DOCUMENTATION

SECTION A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF HEALTH

DESCRIPTION	:	**CLEANING OF GARDENS AND GROUNDS**
REQUIRED BY	:	**ST ANDREWS HOSPITAL AND ATTACHED COTTAGES / HOMES**
CONTRACT PERIOD	:	**6 MONTHS**
VALIDITY PERIOD	:	**180 DAYS**

NAME OF BIDDER_____

_____

PROVINCIAL SUPPLIERS DATABASE REGISTRATION NO.: _____

NB: IN ORDER TO QUALIFY FOR EVALUATION, A BIDDER MUST ENSURE THAT HE/ SHE/ IT IS REGISTERED AS A SUPPLIER ON THE KWAZULU-NATAL PROVINCIAL TREASURY SUPPLIER DATABASE, AND THAT ALL INFORMATION IS ACCURATE AND UP TO DATE BEFORE THE CLOSURE OF THE BID.

DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE BID BOX SITUATED IN:

14 MOODIE STREET HARDING 4680	**THE BID BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIMES :** **MONDAY TO FRIDAY : 08:00 - 16:00**

There will be no site meeting for the bid however bidders are encouraged to come and view the hospital

By appointment only and it can only be 2 bidders per day

SECTION B

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

(To be completed by bidder)

THIS IS TO CERTIFY THAT I

.....
(Name of bidder/authorised representative)

WHO REPRESENTS

.....
(State name of bidder)

AM AWARE OF THE CONTENTS OF THE KWAZULU-NATAL PROVINCIAL TREASURY SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

.....
DATE

AUTHORITY TO SIGN A BID

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....
20.....

Mr/Mrs.....
..... (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

.....
(Name of Company)

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

ON BEHALF OF COMPANY:

.....
.....
(PRINT NAME) **SIGNATURE**

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: .....

and am authorized to sign this bid.

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

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

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

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding

Statement of such corporation shall be included with the bid, together with the resolution by

its members authorising a member or other official of the corporation to sign the documents

on their behalf.

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

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

.....
.....
(Name of Close Corporation)

ON BEHALF OF CLOSE CORPORATION:

.....
.....
(PRINT NAME)
(SIGNATURE)

IN HIS/HER CAPACITY AS .....

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1 .....

2 .....

E. CO-OPERATIVE

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

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

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

.....
(Name of co-operative)

SIGNATURE OF AUTHORISED REPRESENTATIVE:

.....

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

DATE: .....

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

.....
NAME IN BLOCK LETTERS

WITNESSES: 1 .....

2 .....

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 Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:

   (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;

   (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal General Conditions of Contract, with which I/we am fully acquainted;

   (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to 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/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due 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 **(FULL PHYSICAL ADDRESS) :**

   .....

   .....

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

4. I/we hereby accept full responsibility for the proper execution and 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/we 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.

CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

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

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

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

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

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

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

.....

.....

SIGNATURE OF BIDDER OR DULY AUTHORISED REPRESENTATIVE

NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME)

.....

CAPACITY OF SIGNATORY .....

NAME OF CONTACT PERSON (IN BLOCK LETTERS)

.....

POSTAL ADDRESS:

.....

.....

TELEPHONE NUMBER: .....

FAX NUMBER: .....

CELLULAR PHONE NUMBER: .....

E-MAIL ADDRESS: .....

DECLARATION OF BIDDERS' 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 *audi alteram partem* 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 an 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

EVALUATION CRITERIA
GARDENS AND GROUNDS

1. The Bid Evaluation Committee will assess offers and adhere to the following basic guidelines when evaluating this bid.

   (i) Whether all the required correct information called for in the bid document has been submitted by the bidder.

   (ii) Valid letter or Certificate of registration approved by the garden and grounds society or Bargaining Council for Cleaning Industry (BCCI)

   (iii) Whether the bidder correctly completed and submitted all applicable bid forms.

   (iv) Compliance with the National minimum wage

   (v) The ability to render a service may be examined before an award takes place.

   (vi) Where preferences are allowed these will be taken into consideration provided the bidder submitted all the required documents for preference points and specific goal (Price quoted and in line with the latest minimum wage. CIPC Registration certificate showing company head quarters in Harding or a utility bill (water or electricity bill) from the local or District Municipality.

   (vii) Documented reports received from a facility pertaining to past bad performance by a company who is bidding will be taken into consideration.

   (viii) Has the bidder, taking all factors into consideration, bidded a reasonable price.

   (ix) Over and above the awarding of preference points, the following activities will be regarded as a contribution towards achieving the goals of the Reconstruction and Development Programme. (published in the Government Gazette No 16085 dated 23 November 1994) and will be taken into consideration during the evaluation and awarding process.

      a. the promotion of companies located in a municipal area for services to be rendered in that municipal area; and

   (x) The 80/20 or 90/10 preference point system will be utilised as well as functionality.

FUNCTIONALITY	POINTS 100

Functionality

Bidders must score a minimum of 80 points for functionality to be considered for evaluation to the second stage. The first stage is functionality and if successful with the first stage bidders will move to the second stage. The second stage is the assessment and evaluation of bids in terms of the 90/10 or 80/20 principle. Points scored for functionality will not be added to points scored for the price. Bidders who do not pass the first stage will not move to the second stage.

THE FOLLOWING FUNCTIONALY CRITERIA WILL BE APPLICABLE:

QUESTIONS AND ANSWERS – FUNCTIONALITY CRITERIA (Bidder to complete)	**Weight**
• **Has the company submitted a detailed and clear Business Plan to execute the contract?** **Yes** | **OR** | **No**	**20**
• **Does your company have a permanent office in the Municipal area of the District the bid calls for?** **Yes** | **OR** | **No** **If yes: street address** _____ _____ **Landline telephone number :** _____ **Name of building office is situated in:** _____	**20**
Attach Municipality utility bill not older than 3 months or CIPC registration (CK) certification not less than 3 months older	
• **How long has your company been in the gardens and Grounds business?** **0** | **1** | **2** | **3** | **4** | **5 and above years**	**20**

4. Compliance with minimum wage gazette published 03 February 2026 by Department of Employment and Labour.

(xi) Whether the core business of the bidder is gardens and grounds.

(xi) Did the bidder complete the questionnaire and furnish answers thereto?

BIDDER TO COMPLETE

(i) Name the District your office is situated in? (e.g. Ilembe, Ugu etc)

_____District.

(ii) Do you have an office in the Districts Municipal Area?

Yes	OR	No

If yes; name the Municipality:

_____

(iii) What is your company's core function?

_____

UNDERTAKING BY THE BIDDER

The bidder declares that they are not directly related (immediately family), to any official who is involved in this bid.

The bidder further declares that he/she has not unduly influenced any Departmental official to favour his or her bid.

Authorised signature of bidder; _____ Date: _____

Witness signature: _____ Date: _____

MEASUREMENTS FOR HOUSES STAFF RESIDENCE

HOUSE NUMBER		OCCUPANT
IDAHO	270 X 32,6 M	DR MACHACHA
PARKHOME 1	270 X 404 M	DR PUKANE
UBUNTU & MISSISSIPI	269 X 557 M	MRS SINGH, DR NDWALANE
PRINCETON & DOME	252 X 446 M	NDADANE SA
PARKHOME 2	185 X 446 M	DR MWODZA
PROTEA	285 X 446 M	DR XOTYENI & DR BUNWARIE
MANHATTAN	217 X 446 M	DR CELE
KENSINGTON	341 X 553 M	CEO MISS VANE
UKZN	420 X 553 M	STUDENT DOCTORS

health
Department:
Health
PROVINCE OF KWAZULU-NATAL

ST'ANDREWS DISTRICT HOSPITAL
Physical address: 14 Moodle Street, Harding, 4680
Postal address: P/Bag X1010, Harding, 4680

EVALUATION CRITERIA:

Quotation No.	
Quotation Description	**CLEANING OF GARDEN AND GROUNDS FOR ST ANDREWS HOSPITAL(6 MONTHS CONTRACT)**

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: Mandatory Requirements
Phase 3: Price and Preference Points System
Phase 4: Confirmation
Phase 5: Evaluation Criteria and specification approved by

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				
1.2.	Official Price page	Yes				
1.3	Declaration of Interest SBD 4	Yes				
1.4	General Conditions of Contract (GCC)	Yes				
1.5	Preference Points Claimed (SBD 6.1.)	Yes				
1.6	Terms of Reference [TOR] OR (Specification)	Yes				
1.7	Objective Evaluation Criteria	Yes				
Phase 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				
2.3	Central Supplier Database Compliance Report(CSD)	Yes				
2.4	Certified Company Registration	Yes				

NO.	REQUIREMENTS	COMPULSORY FOR PHASE 1	COMPULSORY FOR TENDER EVALUATION PURPOSES FOR PHASES 3 AND 4	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
	Document (CK Certificate)					
2.5	Tax Clearance Certificate	Yes				
2.6	Company must be permanent office in Umuziwabantu Municipality District (provide the proof of Electricity bill or Water bill)	Yes				
2.7	National minimum wage must be the current one(sued by department of Lab our) 23 February 2026)	Yes				
2.8	Bargaining Council for the contract cleaning service BCCCI	Yes				
2.9	Bidder must have been awarded at least 2 years and above relevant contracts within the past two years (Provide proof) failure to provide will lead to disqualification(Previous orders must be attached	Yes				

2.13	Submission of sample, should you fail to submit sample you will be treated as no responsive (Picture)	Sample required Yes/No	Sample submitted Yes/No

Mandatory Delivery period

Note:
Bidder/Tenderer is mandatory to deliver within the period that they stated on standard quotation. Failure to do so order will be cancelled.

Compliance with specification

2.14	**Requirement**	**Complies with specification Yes/No**
	The Bidder/Tenderer to confirm that the product supplied complies with attached specification documents, should to indicate compliance your quotation will not progress to the next stage of evaluation	

Phase 3: Pre-qualification criteria for preferential procurement

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

Price and Preference Points

The following preference point systems are applicable to all quotations as per Preferential Procurement Regulations 2022:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- Points for this quotation shall be awarded for:

Price and Specific Goals.

1. **The maximum points for this bid are allocated as follows:**

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

Failure on the part of a bidder/tenderer to submit proof of Specific Goals together with the bid, this will be interpreted to mean that preference points for Specific Goals is not being claimed, and zero (0) points will be allocated.

The department reserves the right to require additional information to the quotation, either before a quotation is awarded or at any time subsequently, to substantiate any claim in regards to preferences, in any manner required by the department.

2. **Race: Full points allocated to companies who are at least 51% Owned by Black People**

Specific Goal	Number Of Points Allocated	Proof To Claim Specific Goal (Returnable Documents)
Race: Full points allocated to companies who are at least 51% owned by black people	20	Ownership Certificate issued by companies and Intellectual Property Commission (CIPC) or Central Supplier Database (CSD)
Note: Should a 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.		

Phase 4 – Confirmation

Compulsory to be completed by the bidder and returned with quotation:

I, ..., from ..... do hereby
(Print Name) *(Name of Business)*

Acknowledge that I have read and understand the specifications as laid out above and will ensure that the quotation price submitted will address all the requirements as stipulated.

.... / ...../ .....
Signature Date

Phase 5 - Approval by Quotation Specification Committee on: _____ / _____ / _____

Official	Title(Ms/Mrs/Mr/ Dr	Initials and Surname	Signature	Date
End User				
SCM Official				