KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Re-Quotation Advert

Opening Date: 29/07/2026
Closing Date: 04/08/2026

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: King Dinuzulu Hospital

Province: KwaZulu-Natal

Department of entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods/ **King Dinuzulu Hospital Complex**

Date Submitted: **29/07/2026**

ITEM CATEGORY AND DETAILS

Quotation number: **ZNQ/KDH 221/26-27**

Item Category: Goods

Item Description: BAGS GARBAGE CLEAR

Quantity (if supplies): **42 300 UNITS**

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not applicable

Time: **Not applicable**

Date: **Not applicable**

Venue: **Not applicable**

QUOTES CAN BE COLLECTED FROM: **King Dinuzulu Hospital Complex**

QUOTES SHOULD BE DELIVERED TO: KING DINUZULU HOSPITAL COMPLEX TENDER BOX, SITUATED IN THE MAIN FOYER. OWING TO US NOT HAVING DEDICATED EMAIL ADDRESS FOR RECEIVING TENDER DOCUMENTS, NO QUOTATIONS WILL BE ACCEPTED VIA SCM STAFF EMAIL ADDRESS UNTIL FURTHER NOTICE.

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: Thabisile Nombe

Email: thabsile.nombe@kznhealth.gov.za

Contact number: 031 271 1159

Finance Manager: **DR S.G Mkhize**

Finance Manager Signature

Re- KDH221/26-27

KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

STANDARD QUOTATION DOCUMENT FOR QUOTATIONS UP TO R1 000 000

PARTICULARS OF QUOTATION

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: KING DINUZULU HOSPITAL COMPLEX

FACSIMILE NUMBER: 0312099586/2711194 E-MAIL ADDRESS:

PHYSICAL ADDRESS: 75 DR NAIDU ROAD,SYDEHAM,DURBAN ,4091

QUOTE NUMBER: ZNQ / KDH / 221 / 26 - 27 VALIDITY PERIOD: 90 DAYS

DATE ADVERTISED: 28/07/2026 CLOSING DATE: 04/08/2026 CLOSING TIME: 11:00

DESCRIPTION: BAGS GARBAGE CLEAR

CONTRACT PERIOD (IF APPLICABLE): once off

DEPOSITED IN THE QUOTE BOX SITUATED AT *(STREET ADDRESS)*:
KDHC MAIN FOYER,75 DR RD NAIDU ROAD,SYDEHNHAM 4091

ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO:

CONTACT PERSON: Thabsile.Nombe TELEPHONE NUMBER: 031 271 1159

E-MAIL ADDRESS: Thabsile.Nombe@kzn.gov.za

ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: AMOS KHATHINI TELEPHONE NUMBER: 031 242 1692

E-MAIL ADDRESS: amos.khathini@kznhealth.gov.za

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

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

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

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

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

NAME OF BIDDER:

E-MAIL ADDRESS:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE NUMBER: FACSIMILE NUMBER:

CELLPHONE NUMBER: SARS PIN:

VAT REGISTRATION NUMBER (If VAT vendor):

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

UNIQUE REGISTRATION REFERENCE:

OFFICIAL PRICE PAGE FOR QUOTATIONS UP TO R1 000 000

QUOTE NUMBER: ZNQ / KDH / 221 / 25

DESCRIPTION: BAGS GARBAGE CLEAR

THE BELOW PREFERENCE POINTS WILL BE ALLOCATED IN COMPLIANCE WITH THE DEPARTMENTAL PREFERENCE PROCUREMENT POLICY (KNOWN AS SCM PPP):	POINTS ALLOCATED
Gender: Full points allocated to companies who are at least 100% Owned by Black A[illegible] who are Women	20

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTURE	PRICE	
						R	C
	42 300	UNIT	BAGS GARBAGE CLEAR				
			910MM X 760MM				
			please provide SAMPLE together				
			with the quote,failing which will result in the				
			quote being disqualified				
			SPECIFICATION ATTACHED				
			SEE ATTACHED EVALUATION CRITERIA				
			WITH REQUIRED RETURNABLE				
			DOCUMENTS, COMPLETED & INITIAL				
			PLEASE PROVIDE PROOF FOR SPECIFIC				
			GOAL				
			CSD COMPLIANT				
			ATTACH ORIGINAL / CURRENTLY				
			CERTIFIED BEE CERTIFICATE				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)							
TOTAL QUOTATION PRICE (VALIDITY PERIOD 90 Days)							

DOES THIS OFFER COMPLY WITH THE SPECIFICATION? YES / NO

IS THE PRICE FIRM? YES / NO

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

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

NAME OF BIDDER: _____ SIGNATURE OF BIDDER: _____

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

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

CLARITY ON DECLARA... OF INTEREST SBD 4 (a)

BIDDER NAME	

LEGISLATION ON ... SURE OF INTEREST

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

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

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

CLARITY ON ... TO DISCLOSE

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

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

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

BIDDER SURNAME AND INITIALS SIGNA... DATE

BIDDE... ...OSURE

1 PURPOSE OF THE FORM

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

Where a person/s are listed in the Register for Tender Defaulters a... ...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 / mem... ...ers 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, a... ...cable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controllin... ...the enterprise, in table below.

FULL NAME	IDENTITY N...		NAME OF STATE INSTITUTION

2.2. Do you, or any person connected with the bidder, have a relationsh... ...person who is employed by the procuring institution[2]? **YES / NO**

2.2.1. If so, furnish particulars: _____

2.3. Does the bidder or any of its directors / trustees / shareholders / me... ...artners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether... ...y 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 eve...

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 ... ...is found not to be true and complete in every respect;

3.3. The bidder has arrived at the accompanying bid independently from ... ...out consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint ... ...nsortium[3] will not be construed as collusive bidding.

3.4. In addition, there have been no consultations, communications, ag... ...arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used t... ...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 cont... ...elivery 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, ...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 ... ...ments made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the biddin... ...cept to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the sp... ...or terms of reference for this bid.

3.7. I am aware that, in addition and without prejudice to any other rem... ...d to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for i... ...n 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 ... ...Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a per... ...eeding 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, ...BOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ... ...MS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANA... ...YSTEM 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 enterp... ...ely, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2 "Procuring Institution" refers to all institutions under the Accounting Officer of the Department of...

3 Joint venture or Consortium means an association of persons for the purpose of combining the... ...perty, 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 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. Words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid 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 anything 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 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 which 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 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 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 the imported content provided that local manufacture does take place.

1.18. "Manufacture" means the production of products in a factory using 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 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, 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 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 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 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 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 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 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 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 do not comply with the contract requirements may be rejected.

8.7. Any contract supplies may on or after delivery be inspected, tested 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 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, 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 req… shall be specified in the SCC.

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or com… g of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenan… upplied goods;

(c) furnishing of a detailed operations and maintenance manu… appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of … plied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations und… ontract; and

(e) training of the purchaser's personnel, at the supplier's plant … n-site, in assembly, start-up, operation, maintenance, and/or repair of the

13.2. Prices charged by the supplier for incidental services, if not inclu… e 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 … supplier for similar services.

14. Spare parts

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

14.1. (a) such spare parts as the purchaser may elect to purchase fro… pplier, 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: … in sufficient time to permit the purchaser to procure needed requirements; and

(i) Advance notification to the purchaser of the pending t…

(ii) following such termination, furnishing at no cost to the … 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 … unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided oth… the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or … ship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that … ise 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 … 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 … his after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified oth… n SCC.

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

15.4. Upon receipt of such notice, the supplier shall, within the period … 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 … he period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense … ut 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 suppli… his contract shall be specified in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accomp… 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 ev… 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 SC…

17. Prices

17.1. Prices charged by the supplier for goods delivered and services … ed 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 SC… 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 b… 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 … 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 subcontract… ed 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 liab… bligation under the contract.

21. Delays in the supplier's performance

21.1. Delivery of the goods and performance of services shall be made … 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 … ntractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the … ser 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 … aluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which … extension shall be ratified by the parties by amendment of contract.

21.3. No provision in a contract shall be deemed to prohibit the obtain… pplies 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 quan… 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 … pplies are required, or the supplier's services are not readily available.

21.5. Except as provided under GCC Clause 25, a delay by the supp… performance of its delivery obligations shall render the supplier liable to the … imposition of penalties, pursuant to GCC Clause 22, unless an … 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 sup… tract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in subs… 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 th… 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 t… lier.

22. Penalties

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

23. Termination for default

23.1. The purchaser, without prejudice to any other remedy for breach … tract, 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 th… d(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 … tract; or

(c) if the supplier, in the judgment of the purchaser, has engag… rrupt 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 … purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undeliver… the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue … nce of the contract to the extent not terminated.

23.3. Where the purchaser terminates the contract in whole or in part, … chaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a pe… exceeding 10 years.

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

23.5. Any restriction imposed on any person by the Accounting Offic… rity will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or oth… who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterp… rson 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) wo… ys of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person rest… e 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 … 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 contemplate… ons 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 end… the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing busine… 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 … n 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 c… sed 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, … mping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in … 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. W… the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amo… provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor … or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or servi… 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 … shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in perfo… 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 n… purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue … its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prev… the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2. If, after thirty (30) days, the parties have failed to resolve their ... difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence ...diation. 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 media... ...y be settled in a South African court of law.

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

27.5. Notwithstanding any reference to mediation and/or court proce... ...erein,

(a) the parties shall continue to perform their respective oblig... ...der the contract unless they otherwise agree; and

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

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in ...t, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provid... ...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, whe... ...ter the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of re... ...r replacing defective equipment.

29. Governing language

29.1. The contract shall be written in English. All correspondence and ...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 Afri... ...s, unless otherwise specified in SCC.

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplie... ...med 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 addre... ...ed 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 a... ...fter 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, stu... ...es, 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 ...fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matt... ...ot 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 certificat... ...e 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 ...ustry 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 o... ...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 i... ...ontal 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 ... ...n obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Co... ...n 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 t... ...petition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy prov... ...r, 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) fro... ...cting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concern...

SPECIAL [illegible]ONS OF CONTRACT

1. AMENDMENT OF CONTRACT

1.1. Any amendment to or renunciation of the provisions of the co[illegible]ll 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 whe[illegible]er 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 [illegible]te.

3.2. The Department reserves the right to communicate in writing w[illegible]ers in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation [illegible]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 [illegible]ity to complete the supply/service satisfactorily.

3.3. ***ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINA[illegible]DING 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 th[illegible]mentation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the p[illegible]y were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotat[illegible]ment.

3.6. The bidder must ensure the correctness & validity of the quota[illegible]
(i) that the price(s), rate(s) & preference quoted cover all for t[illegible]tem (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 the[illegible]tion and to keep proof thereof.

3.7. The bidder must accept full responsibility for the proper execut[illegible]lment 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 preferential proc[illegible]points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full a[illegible]itted.

3.9. Offers must comply strictly with the specification.

3.10. Only offers that meet or are greater than the specification will b[illegible]ered.

3.11. Late offers will not be considered.

3.12. Expired product/s will not be accepted. All products supplied m[illegible]lid 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 w[illegible]ification has failed will not be considered.

3.15. All delivery costs must be included in the quoted price for deliv[illegible]prescribed destination.

3.16. Only firm prices will be accepted. Such prices must remain firm[illegible]ntract 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[illegible]pricing schedule must be submitted for each delivery point.

3.18. In the event of a bidder having multiple quotes, only the cheap[illegible]ding to specification will be considered.

3.19. Verification will be conducted to identify if bidders have multipl[illegible]es and are cover-quoting for this bid.

3.20. In such instances, the Department reserves the right to immed[illegible]qualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

3.21. Should there be a variation in price and such variation is above[illegible]er amount, the Department will reserve the right to place a new order.

4. NEGOTIATIONS

4.1. The Department reserves the right to negotiate with the shortli[illegible]er/s prior or post award. The terms and conditions for negotiations will be communicated to the shortlisted bidder/s prior to invitation to n[illegible]s. This will be done to ensure value for money and where the bidder/s price is deemed to be exorbitant, uneconomical or not market related.

5. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS RE[illegible]G THE COMPLETION OF THIS QUOTATION.

5.1. Unless inconsistent with or expressly indicated otherwise by th[illegible]t, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.

5.2. Under no circumstances whatsoever may the quotation/bid for[illegible]typed or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.

5.3. The bidder is advised to check the number of pages and to sat[illegible]self that none are missing or duplicated.

5.4. Quotations submitted must be complete in all respects. Howev[illegible]e 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 sa[illegible]r meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right[illegible]st the bidder to complete/ submit such information.

5.5. Any alteration made by the bidder must be initialled; failure to [illegible]y render the response invalid.

5.6. Use of correcting fluid is prohibited and may render the respon[illegible]t.

5.7. Quotations will be opened in public as soon as practicable afte[illegible]ing time of quotation.

5.8. Where practical, prices are made public at the time of opening [illegible]s.

5.9. If it is desired to make more than one offer against any individ[illegible]such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

5.10. The Department is under no obligation to pay suppliers in part [illegible]done if the supplier can no longer for fulfil their obligation.

6. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERE[illegible]ATIONS

6.1. Quotation shall be lodged at the address indicated not later th[illegible]sing time specified for their receipt, and in accordance with the directives in the quotation documents.

6.2. Each quotation shall be addressed in accordance with the dire… the name and address of the bidder, the quotation number and … relating to any quotation other than that shown on the envelop… invalid.

6.3. All quotations received in sealed envelopes with the relevant … time of the quotation/bids. Where, however, a quotation is rece… envelope, it shall be opened, the quotation number ascertaine…

6.4. A specific box is provided for the receipt of quotations, and no … quotation will be considered.

6.5. Quotation documents must not be included in packages conta…

…e quotation documents and shall be lodged in a separate sealed envelope, with …ate indicated on the envelope. The envelope shall not contain documents …rovision is not complied with, such quotations/bids may be rejected as being

…numbers on the envelopes are kept unopened in safe custody until the closing …m, it shall be sealed. If it is received without a quotation/bid number on the …elope sealed and the quotation number written on the envelope.

…found in any other box or elsewhere subsequent to the closing date and time of

…ples. Such quotations may be rejected as being invalid.

7. SAMPLES

7.1. In the case of the quote document stipulating that samples are … the institution. (This decreases the time of safety and storage … if such bidder wins the contract.

(i) If a company/s who has not won the quote requires their s…

(ii) If samples are not collected within three months of close o…

7.2. **Samples must be made available when requested in writin…**

If a Bidder fails to provide a sample of their product on offe…

(i) testing will be for the account of the bidder.

…ed, the supplier will be informed in due course when samples should be provided to …t may be incurred by the respective institution). The bidders sample will be retained

…they must advise the institution in writing of such.

…the institution reserves the right to dispose of them at their discretion.

…**pulated on the document.**

…tiny against the set specification when requested, their offer will be rejected. All

8. COMPULSORY SITE INSPECTION / BRIEFING SESSION

8.1. Bidders who fail to attend the compulsory meeting will be disqu… …from the evaluation process.

(i) The institution has determined that a compulsory site mee… …all take place.

(ii) **Date:** / / / Tim… : Place: _____

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

9. STATEMENT OF SUPPLIES AND SERVICES

9.1. The contractor shall, when requested to do so, furnish particul… may, without prejudice to any other rights which it may have, in…

…plies delivered or services executed. If he/she fails to do so, the Department …quiries at the expense of the contractor to obtain the required particulars.

10. SUBMISSION AND COMPLETION OF SBD 6.1

10.1. Should a bidder wish to qualify for preference points they must … required, will result in such a bidder not being considered for p… utilized. Any changes after the closing date will not be consid…

…a SBD 6.1 document. Failure by a bidder to provide all relevant information …point's allocation. The preferences applicable on the closing date will be …t particular quote.

11. TAX COMPLIANCE REQUIREMENTS

11.1. In the event that the tax compliance status has failed on CSD, … the tax compliance status of the supplier.

11.2. In the event that the institution cannot validate the suppliers' ta… considered and passed over as non-compliant according to Na…

…uppliers' responsibility to provide a SARS pin in order for the institution to validate

…ce on SARS as well as the Central Suppliers Database, the quote will not be …nsury Instruction Note 4 (a) 2016/17.

12. TAX INVOICE

12.1. A tax invoice shall be in the currency of the Republic of South … …t 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 th… …oice

(iv) a description and quantity or volume of the goods or servic… …ed;

(v) the official department order number issued to the supplier;

(vi) the value of the supply, the amount of tax charged;

(vii) the words tax invoice in a prominent place.

13. PATENT RIGHTS

13.1. The supplier shall indemnify the KZN Department of Health (he… …known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the g… …y part thereof by the purchaser.

14. PENALTIES

14.1. If at any time during the contract period, the service provider i… …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. Up… …of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service pro… …for performance.

14.2. In the event of delayed performance that extends beyond the ... period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, with... ...ating the contract, as well as return commodities delivered at a later stage at the service provider's expense.

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

14.4. If the supplier fails to deliver any or all of the goods or to perfo... ...vices within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from ... ...ract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interes... ...ulated for each day of the delay until actual delivery or performance.

15. TERMINATION FOR DEFAULT

15.1. The purchaser, without prejudice to any other remedy for brea... ...ract, 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 t... ...) specified in the contract,
(ii) if the supplier fails to perform any other obligation(s) under ... ...act; or
(iii) if the supplier, in the judgment of the purchaser, has engag... ...pt or fraudulent practices in competing for or in executing the contract.

15.2. In the event the purchaser terminates the contract in whole or ... ...e purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undeliv... ...he supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.

15.3. Where the purchaser terminates the contract in whole or in part ... ...chaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a ... ...exceeding 10 years.

16. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVE... ...OTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

SBD 6.1.

PREFERENCE POINTS CLAIM FORM IN TERM … F PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUD… ENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT … TIONS, 2022

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1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to invita… nder:
- the 80/20 system for requirements with a Rand value … 50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value … 0 000 000 (all applicable taxes included).

1.2. The applicable preference point system for this tender is the 8… rence point system.

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

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

	POIN…
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	10…

1.5. Failure on the part of a tenderer to submit proof or documenta… d 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 a… ed.

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

2. DEFINITIONS

(a) "tender" means a written offer in the form determined by a… tate in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other metho… d in legislation;
(b) "price" means an amount of money tendered for goods or… ed includes all applicable taxes less all unconditional discounts;
(c) "rand value" means the total estimated value of a contract … lculated at the time of bid invitation, and includes all applicable taxes;
(d) "tender for income-generating contracts" means a written o… orm determined by an organ of state in response to an invitation for the origination of income-generating contracts through any metho… t 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, … es, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets throu… tions; and
(e) "the Act" means the Preferential Procurement Policy Fram… 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERV…

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 follo…

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 ASS… INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the follo…

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 Preference ...ement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will ...d 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) ...ations, 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 do...pulate in the case of—

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

(b) any other invitation for tender, that either the 80/20 or 90/10 ...e 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 s... for both the 90/10 and 80/20 preference point system.

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

Note to tenderers: The tenderer must indicate how the ...points for each preference point system.

The specific goal/s allocated point... ...ms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Gender: Full points allocated to companies who are at least 100% Owned ...ricans who are Women	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 ...ny/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference... I acknowledge that:

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of po... 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 ...ims are correct;

iv) If the specific goals have been claimed or obtained on a f...asis 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 ... result of that person's conduct;

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

(d) recommend that the tenderer or contractor, its share... directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any... 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...

_____ _____

SIGN... OF TENDERER(S)

SURNAME AND NAME: ...

DATE: ...

ADDRESS: ...

KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: KING DINUZULU HOSPITAL COMPLEX

Physical address no 75Dr RD Na

QUOTATION NO.	KDH 221/ 26-27
QUOTATION DESCRIPTION	BAGS GARBAGE CLEAR
BIDDER NAME	

EVALUATION CRITERIA:

The Department will evaluate quotation received before the closing date and time using three (3) stages,
Stage 1: Administrative, Compulsory and Mandatory Requirements; **Stage 2:** Compliance with specifications
Stage 3: Price and Preference Points System **Stage 4:** Price and Preference Points System; **Stage 5:OBJECTIVE CRITERIA IN TERMS OF SECTION 9.1.3 OF THE DEPARTMENTAL PREFENTIAL PROCUREMENT POLICY VERSION 2(SUBMISSION OF SAMPLE)**

STAGE 1: ADMINISTRATIVE, COMPULSORY COMPLIANCE AND MANDATORY REQUIREMENTS

NO.	REQUIREMENTS	INCLUDED IN THE PUBLISHED DOCUMENT?	TO BE RETURNED BY BIDDER/ TENDERER?
	Administrative Compliance		
1.	PARTICULARS OF QUOTATION	YES	YES
2.	OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01,MUST BE CACLULATED CORRECTLY AND IN COMPLIANCE WITH SARS REQUIREMENTS	YES	YES
3.	BIDDER'S DISCLOSURE (SBD4)	YES	YES
4.	GENERAL CONDITIONS OF CONTRACT (GCC)	YES	YES
5.	SPECIAL CONDITIONS OF CONTRACT (SCC)	YES	YES
6.	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)	YES	YES
	Compulsory Compliance		
7.	SUPPLIER UPDATED CIPC REGISTRATION DOCUMENTS	NO	YES
8.	A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (For EMEs& QSEs)	NO	YES
9.	COPY OF CENTRAL SUPPLIER DATABASE COMPLIANCE REPORT (CSD)	NO	YES
	Mandatory Requirements		
10.	PROVIDE SAMPLE COMPULSORY	NO	YES

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

INITIAL HERE_____

STAGE 2: CAPACITY TO DELIVER

1.	Valid copy of **at least One** orders, and proof of delivering similar items any organ of the state, in all spheres of government
2.	If there is valid proof that the bidder was previously issued with an order and failed to deliver without acceptable reasons, the bidder will be treated as a defaulter and will not progress to the next stage of evaluation.

STAGE 3: COMPLIANCE WITH SPECIFICATION

Requirement	Complies With Specification Yes /No
The bidder / Tenderer to confirm that the similar to be supplied comply with attached specification document, should you fail to indicate with yes, it will mean, you do not comply and your quotation will not progress to the next stage of evaluation	

STAGE 4: PRICE AND PREFERENCE POINTS

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

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

The Department has identified the following specific goal:

Specific Goal	Number of Points allocated	Proof To Claim Specific Goal (Returnable Documents)
Fully points allocated to companies who are at least 100% owned by Black African who are women	20	1. Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC). 2. The Department will download CSD to verify this information.
NOTE: **Should a responsive bidder fail to submit proof to claim points, as stated above this will not result in disqualification, however the bidder will not be awarded points for specific goals.**		

STAGE 5: OBJECTIVE CRITERIA IN TERMS OF SECTION 9.1.3 OF THE DEPARTMENTAL PRERENTIAL PROCUREMENT POLICY VERSION 2 (SUBMISSION OF SAMPLE)

1. At least three bidders who scored the highest points will be required to submit samples, the institution will only accept and award compliant sample.
2. Should all three bidders fail to submit sample, the next three highest scoring bidders will be requested to submit samples
3. Samples will be requested via email.

EVALUATION CRITERIA AND SPECIFICATION APPROVED BY					
Official	Title (Ms/ Miss/ Mrs/ Mr/Dr)	Surname	Initials	Date	Signature
SCM OFFICIAL	MR	NOMBE	TP	28/07/2026	TPN
SCM SUPERVISOR	MR	PONNAN	SM	28/07/2026	

INITIAL HERE_____

ANNEXURE A: SPECIFICATION FORM

NAME OF PROCURING FACILITY	**KING DINUZULU HOSPITAL COMPLEX** **SCM CLEANING TR07 – 40-01725**	
ITEM DESCRIPTION	**PLASTIC BAG - CLEAR**	
ITEM PURPOSE	For disposal of waste.	
ITEM DETAILED SPECIFICATION (INCLUDE SIZE, COLOUR, MATERIAL, ETC.)		**COMPLIES (YES/NO)**
1.	Plastic bags	
2.	Colour: Clear	
3.	Thickness: 40 microns	
4.	Size: 910mm x 760mm	
5.	Made from virgin plastic	
6.	Packaging: 50 units in a bale	
7.	SABS approved	
UNIT OF MEASURE OR PACKAGING I.E. (UNIT/BOX/ROLL/PACK/BAIL ETC)	**Units** **(Total of 42,300 units requested)**	
SAMPLE REQUIRED (YES/NO) **IF YES WHEN AND HOW?**	**YES** **Sample OR Detailed Brochure (NOT PICTURE) must be submitted with quote.**	
ADDENDUM TO SPECIFICATION ATTACHED (YES OR NO)	**NO**	

Note:

1.
2.

SPECIFICATION APPROVED BY

Name of End-user (in full)	A.Z. Khathini	Name of SCM Rep (in full)	S. DOOKEN
Designation / Rank (in full)	Supply Officer SCM	Designation/ Rank (in full)	Supply Chain – Demand
Signature		Signature	
Date	2026.06.08	Date	2026.06.08
e-mail	Amos.Khathini@kznhealth.gov.za		

Bidder Initial here: _____