

SharePoint

Mthembu Khulani - ?



KZN Health Intranet

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KZN Health > Components > Supply Chain Management

AdvertQuote



Quotation Advert

Opening Date: 2021-06-11

Closing Date: 2021-06-28

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Select... *King Edward VIII hospital*

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: King Edward VIII Hospital maintenance

Date Submitted: 2021-06-11

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: KEV 236-21

Item Category: Select...

Item Description: Medical air fridge dryer service , Quotation is attached to advert please print it and bring it with you for briefing session so it can be stamped and signed, you will not participate if you do not have a copy. no emails are allowed all quotes should be hand delivered and dropped of at the tendor box, please wear your ppe gear and bring your own pen

Quantity (if supplies) 04

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Select... *Site meeting*

Date : 2021-06-22

Time: 11h00

Venue: King Edward VIII Hospital outside maintenance dept

QUOTES CAN BE COLLECTED FROM: attached to advert

QUOTES SHOULD BE DELIVERED TO: King Edward VIII hospital tendor box

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: khulani Mthembu \ Eugene Allerston

Email:

Contact Number: 031 360 3446 \ 031 360 3467

Finance Manager Name: Mrs V. Mtantato

Finance Manager Signature:

No late quotes will be considered

DECLARATION OF INTEREST

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

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

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

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

2.8.1. If so, furnish the following particulars:
 Name of person / director / trustee / shareholder/ member:
 Name of state institution at which you or the person connected to the bidder is employed:.....
 Position occupied in the state institution: Any other particulars:.....

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

2.8.2.1. If yes, did you attach proof of such authority to the quote document?
 (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.)

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

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

2.9.1. If so, furnish particulars:.....
 2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quote? YES NO

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

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

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

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

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

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

4 DECLARATION

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

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

.....
Name of bidder	Signature	Position	Date

¹State¹ means –
 a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
 b) any municipality or municipal entity;
 c) provincial legislature;
 d) national Assembly or the national Council of provinces; or
 e) Parliament.

²Shareholder² means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

1. AMENDMENT OF CONTRACT

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

2. CHANGE OF ADDRESS

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

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

4. 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. Quotation submitted must be complete in all respects.
- 4.5. Any alteration made by the bidder must be initialled.
- 4.6. Use of correcting fluid is prohibited
- 4.7. Quotation 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.

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.

- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 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 take place
- (ii) Date ____/____/____ Time ____:____ Place _____

Institution Stamp:	Institution Site Inspection / briefing session Official Full Name: Signature: Date:
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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 is issued;
- (iv) a description and quantity or volume of the goods or services supplied;
- (v) the official department order number issued to the supplier;
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words tax invoice in a prominent place.

12. PATENT RIGHTS

The supplier shall indemnify the KZN Department of Health (here after 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. FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all quotes:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

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

1.3 Points for this quote shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this quote is allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

(Tick applicable box)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

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

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

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS.....



END-USER SPECIFICATION FORM

Quote Number: _____

Item Description: Service Medical air fridge dryers (NSI 010 A MNT 21.22 16.04.2021)

Department/Section: Mechanical

Purpose of Item: Servicing

1. Pre-qualification criteria if any:

1.1. Is the works required to have a regulatory body certification (e.g. SABS, SANS, SANAS, ISO, CIDB, etc.)? Yes :

1.1.1.1. Repairer person to be SARACCA A4 registered/Authorised

1.1.1.2. MEI 4.

1.2. Is a compulsory site inspection / briefing session required? Yes / No **Yes.**

if Yes, specify: Date ____/____/____ Time ____:____ Place _____

1.3. Is local production and content part of the quote? Yes / No

if Yes, specify: _____

1.4. Provisions of section 4(1) (a) of the PPPFA Regulations, 2017 if applicable? Yes

if Yes, specify: _____

1.5. Liability Cover insurance? Yes / No

if Yes, specify: Yes; 3rd party liability cover/insurance

2. What is the specification of the required item?

List specifications to be advertised		Comment
1.	Advertising stage	
1.1	Should it be found by any contractor wanting to tender for the below works, that there are any discrepancy or any unclearness of the advertised tender document, the advertiser (SCM 031 360 3446/3465) should be notified prior attending the site meeting. Note: If any tenderer arrives on site and it is discovered that the tender document is not complete or not clear, the site meeting will be canceled.	
1.2	Only companies that have refrigeration installation and maintenance in their core business will be accepted for quotations.	
1.3	Strictly – No sub-contracting of any part of the works will be allowed unless it is accompanied with strong motivation and supporting documentation on company letterhead and attached to tender. Specialist services (Sub – contracting) and their pricing must not exceed 15% of the total primary contractor pricing/Quotation.	
2.	Site meeting requirements:	
2.1	Site meeting Safety	
2.1.1	All tenderers attending site meeting must have hard tipped safety shoes and face masks	
2.2	Attending site meeting	
2.2.1	Please note: The person attending the site meeting will be classified (By the institution Project leader) as the Company project leader, and all matters arising prior submitting quotes and after the site meeting and during works will be only directed to that person that attended the site meeting to avoid confusion later in the project duration. <u>It is therefore strongly recommended to send the correct person/s to represent your Company to attend the site meeting.</u> <u>No other person/s will be entertained</u>	
2.3	Site meeting tools:	
	Measuring tape, note book and Pen.	
	Note: No alterations will be allowed to the tender works specifications to be quoted on, unless all involved parties agree to it. Should any amendment be made, (All companies will sign each other's document/s) the relevant institution project leader will draft the	



END-USER SPECIFICATION FORM

	amendment and sought the approval on Maintenance Manager and once approved it will be send to all companies that had tender documents on site the same day.		
2.4	Site meeting will be held at 11H00 sharp of which the date will be on the advert.		
2.5	Tenderers are reminded to print the entire tender document and bring it to the site meeting. Note: Any tenderer coming to site without tender document will be disqualified		
2.6	This tender works will only allow one artisan (that will attend the work and one unskilled person.		
3.	Pre-qualification evaluation criteria	Evaluation points%	Comments
3.1	Company SARACCA registration in Air conditioning Installation and maintenance (Must be core business of the company) Attach proof to tender. <i>MEI</i>	5	
3.2	Certified copy of SARACCA registered person (Class A4) that will be carrying out the work/s to be attached to tender document. (Front and back copy).	5	
3.3	Staff qualification - Refrigeration artisan Qualification trade test certificate (SARACCA A4 or higher SARACCA classification) Attach certified copy of not later than 3 months.	5	
3.4	Company employed staff experience - Artisan 1 - 2 year = 1 point, 3 - 4 year = 3 points, 5 year and above = 5 points Experience(after trade test) (Company Human Resource department staff employment certified letter/s required)	5	
3.5	Functionality (Annexure C attached) - Compile complete bill of material (This is to be done per items required in specification on BOQ) Quote for all material needed to complete the works on quote form attached to tender. (Example: <u>Tender required installation of split unit compressor – Quote do not reflect Nitrogen gas, gas welding gas, welding rods (copper tac or compression fittings to install compressor)</u> [will result in 0 points and disqualification of tender]. Failure to complete the BOQ and in prescribed manner, will result in tender disqualification .	50	
3.6	Works planning - Submit execution plan (Annexure D) of each consecutive day of what work will be done and in which area.	5	
3.7	Previous work references – 10 x Previous work record references (with dated company stamps and signed by relevant reference company) in the last 2 years.	5	
	Total		/80
4.	Security Measures		
4.1	Prior planned arrival an email notification shall be send to Eugene.Allerston@kznhealth.gov.za before arrival on site to make security aware of you and your staff's expected presence. <u>List of all persons and their designations to be attached on the email.</u> Note: While on the premises, no person shall be allowed to enter or go to any other department which is not listed on the work plan at any given time, other than the casualty department for injury on duty purposes and Tuck shop or Kitchen for the purpose of food.		
4.2	All staff entering the premises shall have visible on their person , Company ID cards with full names, ID no and Photo		
5.	Manner in which works is to be attended		
5.1	Submitting of safety file with safety officer. (In Maintenance department first floor)		
5.2	Once safety file has been approved and email confirmation has been received from safety officer to relevant Maintenance project leader, the		



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	work file can be opened at Maintenance admin clerk. The following documents will be required to open the file : 1. Full (Un altered and all details visible) tender document copy(Copy must be made by contractor before submitting it for tender) - Contractor 2. Official works order - Contractor 3. Full and comprehensive work plan/execution plan - with concurrent dates and description of work that will be executed. – Contractor.		
5.3	Immediately following the file opening, there will be a pre briefing site hand over meeting to confirm that the contractor is fully aware of what is expected from him/her in executing the works. – In this time, meeting minutes will be taken and signed by both the Company project leader (Site meeting attendee) and Institution project leader and emailed to the company Director (For signing and acknowledgement) prior starting any works.		
5.4	Once the minutes is signed and acknowledged and signed by the company Director and emailed back to the Institution project leader, the onsite company attendance register at institution project leader office can be signed and works can start.		
6.	Works required. (SOPS AT WORK)		
6.A.	General		
6.A.1	General terms and conditions of contract as attached (Annexure A) shall apply to this contract and as stipulated in this document.		
6.1	Works required: Attend service schedules attached to tender in the following areas :New block x2		
6.1.1	Codes: ACA13-2A (Major service – first six months) and ACA13-2B (Minor service 6 months after major service)		
6.2	Works required: Attend service schedules attached to tender in the following areas : ICU x2		
6.2.1	Codes: ACA13-2A (Major service – first six months) and ACA13-2B (Minor service 6 months after major service)		
7.	Daily works completion requirements		
7.1	Contractor staff to report for work on site at 07H45		
7.2	Contractor project leader shall have his staff to clean and clear work site and be ready for daily work completion inspection at 15H30 each working day on site		
7.3	Job card (Annexure B attached) will be completed by company project leader and signed off by Institution project leader once the work done is satisfactory completed for each day worked. Note: Should work not be satisfactory, the contractor project leader shall redirect staff to remedy the unsatisfactory work the same day or next working day prior continuing with the rest of the works/plants.		
8.	Compulsory contractors project leader Friday works progress meetings to be attended (From 10H00) with maintenance departmental official.(minutes will be taken)		
9.	Works completion requirements		
9.1	The last day of work, the company project leader will prepare the work completion document (Annexure E as attached) and if works is done satisfactory, will be signed off by institution projects leader.		
9.2	The company is requested to keep copies of all suppliers' invoices of all items bought out and works related document/s before submitting the original documents for payment at finance department. Should any document become misplaced the contractor will be requested to submit relevant document in order to process payment for said works.		
9.3	All work and material shall be guaranteed for one year		

3. Does a sample need to be submitted? No(select option 3.1 or 3.2)

3.1. Deadline for submission if Yes: Date ____ / ____ / ____ Time 11:00 Place: Maintenance Department

3.2. Specify that samples must be made available when requested in writing. No

4. Penalties to be noted by the suppliers:



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

5. What is the evaluation criteria / special terms and conditions to be advertised?

List evaluation criteria / special terms and conditions to be advertised (if applicable)	
1. Pre-qualification criteria	Completed material bill of quantities
2. Administrative	Does the offer comply to stipulated administrative requirements?
3. Conformance:	SARACCA A4 certified copy of refrigeration gas card attached to tender document.
4. Performance:	Will/does the product/service fulfil its performance obligation, in a manner that releases the supplier from all liabilities under the contract?
5. Features:	What characteristics does the product or service have?
6. Reliability:	How long can a product go between failures and the need for maintenance? (guarantee)
7. Durability:	What is the useful life for the product? How will the product hold up under extended use?
8. Serviceability:	How easy is it to repair, maintain or support the product or service? (customer support)
9. Ability & Capacity	The ability and capacity of the vendor to execute the contract

Name of End-user	Eugene Allerston	Name of Acting Manager	<i>[Handwritten Signature]</i>
Designation / Rank (in full)	Mechanical Supervisor	Designation/ Rank (in full)	<i>[Handwritten Designation]</i>
Signature		Signature	<i>[Handwritten Signature]</i>
Date		Date	<i>[Handwritten Date]</i>



Annexure E

**CERTIFICATE OF WORKS COMPLETION FOR KZN DEPARTMENT OF HEALTH INSTITUTIONAL
 MAINTENANCE PROJECT/ACTIVITY**

Institution Name	King Edward VIII Hospital
Work Description	
Scope of Works	
Maintenance Category (A,B,C)	
Site Return Date	
Project Leader	
Project Leader Position	
Contract Number	
Order Number	
Order Value	

Please be advised that an inspection of the above noted project was carried out on _____ by _____ in his capacity as _____.

All work on this Contract has been satisfactorily completed and is accepted as complete, subject to the terms and conditions of the Contract and Specifications.

For the record, the last day of work on this project was _____.

Contractor

The effective date for the start of the works guarantee period will be from _____ To _____

Signed _____ on this _____ day of _____ 20 _____

Name & Surname _____

Contact Number _____

Capacity in company _____

Acceptance by Project Leader/Chief Works Inspector/District Engineer

Signed _____ on this _____ day of _____ 20 _____

Name & Surname _____

Contact Number _____

Capacity _____

Acceptance by the Facility Management

Accepted by : _____ Date _____

Signature

Date

Name & Surname: _____

Head of the Facility or Delegated Representative

Attach 1. Copy of an Order 2. Copy of a Specification

**GOVERNMENT PROCUREMENT
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 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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General Conditions of Contract

1. Definitions

1. 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 supplied goods.

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 anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

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 Programme (NIP)** 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.

ANNEXTURE B

**MAINTENANCE, REPAIR, UPGRADING AND REPLACEMENT WORKS FOR KWAZULU-NATAL
PROVINCIAL ADMINISTRATION HOSPITALS BUILDINGS FOR THE DEPARTMENT OF HEALTH**

JOB SHEET/DELIVERY NOTE

NAME OF SERVICE PROVIDER: _____		JOB No.: _____	
INSTITUTION: _____			ZNQ/KM _____ / _____
REF No.: _____	FROM: _____		START: _____
ORDER No.: _____	TO: _____	_____ Km	ARRIVE: _____
DATE: _____	FROM: _____		DEPART: _____
PLANT: _____	TO: _____	_____ Km	END: _____
VEHICLE: STATE PETROL OR DIESEL: _____		TOTAL _____	_____ Km TOTAL SITE TIME: _____

DETAILS OF WORK DONE:

OTHER DEFECTS NOTED FOR ATTENTION:

SPARES USED (Add pages if required)	QTY	SPARES USED (Add pages if required)	QTY
TOTALS			

LABOUR	No. DAYS SUBSISTENCE	NAME/S OF ARTISAN
SKILLED: NORMAL TIME _____ HRS		SIGNATURE: _____
O/TIME 1.5 x _____ HRS 2 x _____ HRS	-	NAME/S OF ASSISTANTS: _____
SEMI SKILLED: NORMAL TIME _____ HRS		NAME/S: _____
APPRENTICE: NORMAL TIME _____ HRS		NAME/S: _____
UNSKILLED: NORMAL TIME _____ HRS		NAME/S: _____

<p>THE SPECIFIED SERVICE HAS BEEN CARRIED OUT TO MY SATISFACTION: (OFFICIAL ON SITE)</p> <p>NAME: _____ SIGN: _____</p>	<p>OFFICIAL STAMP:</p>
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Annexure C

PROVINCE OF KWAZULU-NATAL - DEPARTMENT OF HEALTH	
ESTIMATE FORM FOR : THE MAINTENANCE, REPAIR OR REPLACEMENT OF FIXED PLANT, EQUIPMENT AND INSTALLATIONS INSTALLED IN KWAZULU-NATAL PROVINCIAL HOSPITAL AND BUILDINGS	
SUBMIT TO:	FOR ATTENTION:
INSTITUTION:	ZNQ NO.:
SCOPE OF WORK: (A description of the work quoted for is required).	
I/We hereby quote for the above work in accordance with the conditions as specified in Tender document.	
Materials, component/ancillary parts: Firm Price. A detailed list of materials etc. showing unit costs shall be provided.	
A. Quoted for Bought Out Items	(Excluding VAT)(Carried forward) R
Mark Up @ %	(Maximum Mark Up = 20% for values R0.00 to R500 000.00) R
B. Quoted for Proprietary Items	(Excluding VAT)(Carried forward) R
C. Quote for Sub-Contract Items	(Excluding VAT)(Carried forward) R
Mark Up @ %	R.....
(Item reserved for specialist task only and may not exceed 25% of primary contractor total amount)	
All subcontractor work/materials shall be broken down the same manner as the primary contractor.	
D. Labour, Travelling, Subsistence and Transport. This price shall be firm in respect of materials etc. quoted for.	(Excluding VAT) (Brought forward) R
E. Less credit for redundant materials, parts and equipment if applicable	R ()
SUBTOTAL R	
VAT @ % R	
F. This Price in SA Currency firm for 90 days from date of the estimate quotation and shall not be exceeded. To be measured on completion.	R
Time required for completion weeks from receipt of official order.	
NAME OF SERVICE PROVIDER: ZNQ...../20....	
CIDB UNIQUE NUMBER CIDB CATEGORY.....	
PROVINCIAL SUPPLIERS DATABASE REGISTRATION NUMBER:	
SERVICE PROVIDER'S AUTHORISED SIGNATURE: ZNQ No.....	
NAME IN BLOCK LETTERS:	
COMPANY STAMP:	DATE

Annexure C

**D.1 SCHEDULE OF PRICES
LABOUR, SUBSISTENCE, TRAVEL AND TRANSPORT REPLACEMENT AND
ADDITIONAL EQUIPMENT**

D.1.1	LABOUR	No. of	TOTAL HOURS	RATE/HR	AMOUNT
a)	Artisans	.....	.....	R.....	R.....
b)	Apprentice	.....	.....	R	R.....
	1 st Year	.....	.....	R	R.....
	2 nd Year	.....	.....	R	R.....
	3 rd Year	.....	.....	R	R.....
	4 th Year	.....	.....	R	R.....
c)	Semi-skilled	.....	.....	R	R
d)	Unskilled	.....	.....	R 75.00	R.....
D.1.2	TRAVEL		TOTAL Km	RATE/Km	
D.1.2.1	From service provider's premises to site			Petrol	Diesel
a)	..... trips(Driver) (skilled)		.....	Delete as applicable	
	@ km per trip			R 7.78	R 7.58
b)	.....trips (Semi-skilled)(Driver)		.....	R 5.80	R 5.60
	@.....km per trip				
D.1.3	ADDITIONAL LABOUR TRAVELLING WITH DRIVER		TOTAL HOURS	RATE/HR	AMOUNT
a)	..... x Additional Artisan/s trips (skilled) @ km per trip ÷ 80km/hr		.....	R	R.....
b)	..... x Additional Semi-Skilled trips (semi) @ km per trip ÷ 80km/hr		.....	R.....	R.....
c)	..... x Additional Unskilled trips (unskilled) @ km per trip ÷ 80km/hr		.....	R	R.....
d)	..... x Additional Apprentice/s trips (semi) @ km per trip ÷ 80km/hr		.....	R.....	R.....
SUBTOTAL CARRIED FORWARD TO PAGE 4					R.....

Annexure C

SUBTOTAL BROUGHT FORWARD FROM PAGE 3				R.....
D.1.4	TRANSPORT		TOTAL Km	RATE
a)	Haulage to site trips			
	@km per trip		2.5 tone	R 9.31
	@km per trip		3 tone	R10.80
	@km per trip		5 tone	R12.50
	@km per trip		7 tone	R14.50
	@km per trip		10 tone	R16.80
b)	Cranage to and on site @ sub contract rate		R.....	x 1.10
				R.....

TOTAL AMOUNT CARRIED FORWARD TO PAGE 1 ITEM (D) **R** _____.

ANNEXTURE D

WORKPLAN "A"/EXECUTION PLAN "B": AS PER SPECIFICATION ON KEY/21 OFFICIAL ORDER NO:

CARRY OUT (TYPE OF WORKS).....

NOTE: WORK PLAN IS SUBJECTED TO WEATHER CONDITIONS

	Day "A"	Date "B"	Completed	Institutional project leader signature	Comments
Date official order was received.					
Meet and handing in of safety file at safety officer	Day 1				
Safety file approval	Day 2				
File opening and pre-briefing meeting (Prior starting the works)	Day 3				
Meeting minutes signed by company director	Day 4				
Department/PLANT					
Equipment No/Room No					
Description of work to be done (for each day)	Day 5				
	Day 6				
	Day 7				
Department/PLANT					
Equipment No/Room No					
	Day 8				
	Day 9				
	Day 10				
	Day 11				
Department/PLANT					
Equipment No/Room No					
	Day 12				
	Day 13				
	Day 14				
	Day 15				
	Day 16				

Department/PLANT Equipment No/Room No.....	Day 17				
	Day 18				
	Day 19				
	Day 20				
	Day 21				
Department/PLANT Equipment No/Room No.....	Day 22				
	Day 23				
	Day 24				
	Day 25				
	Day 26				
Department/PLANT Equipment No/Room No.....	Day 27				
	Day 28				
	Day 29				
	Day 30				
	Day 31				

Company CEO/Director (BLOCK LETTERS)..... Company project leader (Block Letters).....

Company CEO/Director Signature..... Company project leader Signature.....

Company dated stamp

PROVINCE OF KWAZULU-NATAL
DEPARTMENT OF PUBLIC WORKS
PREVENTIVE MAINTENANCE SCHEDULE

TYPE OF SERVICE : AIR CONDITIONING REF : ACA
 SCHEDULE FOR : REFRIGERATED AIR DRIER - MINOR SERVICE CODE : ACA13-002B
 SCHEDULE FREQUENCY :

INSTALLATION NAME : REF :
 SERVICE PROVIDER : ORDER No. :

P.M. SERVICE		RUNNING REPAIRS (Apply for V.O. as Applicable)				OTHER REPAIRS REQUIRED SUBMIT QUOTATION					
ITEM	INSTRUCTION: CHECK CLEAN AS REQUIRED	ADJUST, IN ORDER	OTHER NON-SPECIFIED RUNNING REPAIRS DONE	TIME TAKEN	DESCRIPTION OF SPARES USED	QTY. EX SITE STOCK	QTY. EX FIRMS STOCK	DESCRIPTION OF OTHER REPAIRS REQUIRED	EST. TIME REQ.	DESCRIPTION OF SPARES REQUIRED	QTY REQ.
1.	Check for undue noise or vibration										
2.	Check that unit does operate										
3.	Check for compressor air leaks										
4.	Check for oil/refrigerant leaks										
5.	Check condition of oil filter										
6.	Clean condenser coil										
7.	Check condenser fan motor for noisy bearings, excessive end play										
8.	Check operation of automatic moisture trap										

I CERTIFY THAT THE SPECIFIED SERVICE WAS CARRIED OUT										OFFICIAL STAMP:	
NAME OF SERVICEMAN (BLOCK LETTERS):						SIGNATURE:					
NAME/S OF ASSISTANT/S: SEMI SKILLED:											
NAME/S OF ASSISTANT/S: UNSKILLED:											
COMPANY NAME (BLOCK LETTERS):											
TIME IN:		TIME OUT:		TIME ON SITE:		DATE:					
FROM:		TO:		KM:		TO:		KM:		TOTAL KM:	
NAME OF RESPONSIBLE OFFICIAL ON SITE:										SIGNATURE:	

PROVINCE OF KWAZULU-NATAL
DEPARTMENT OF PUBLIC WORKS
PREVENTIVE MAINTENANCE SCHEDULE

TYPE OF SERVICE : AIR CONDITIONING
 SCHEDULE FOR : REFRIGERATED AIR DRIER - MAJOR SERVICE
 SCHEDULE FREQUENCY :
 REF : ACA
 CODE : ACA13-002A

INSTALLATION NAME		REF		:							
SERVICE PROVIDER		ORDER No. :		:							
P.M. SERVICE		RUNNING REPAIRS (Apply for V.O. as Applicable)				OTHER REPAIRS REQUIRED SUBMIT QUOTATION					
ITEM	INSTRUCTION: CHECK, ADJUST, CLEAN AS REQUIRED	IN ORDER	OTHER NON-SPECIFIED RUNNING REPAIRS DONE	TIME TAKEN	DESCRIPTION OF SPARES USED	QTY. EX SITE STOCK	QTY. EX FIRMS STOCK	DESCRIPTION OF OTHER REPAIRS REQUIRED	EST. TIME REQ.	DESCRIPTION OF SPARES REQUIRED	QTY. REQ.
1.	Check for undue noise or vibration										
2.	Check that unit does operate										
3.	Check for compressor air leaks										
4.	Check for oil/refrigerant leaks										
5.	Replace oil filter										
6.	Clean condenser coil										
7.	Check condenser fan motor for noisy bearings, excessive end play										
8.	Check operation of automatic moisture trap										
9.	Treat rust or corrosion. Patch up with paint as required										
10.	Tighten all electrical terminals										

I CERTIFY THAT THE SPECIFIED SERVICE WAS CARRIED OUT										OFFICIAL STAMP:	
NAME OF SERVICEMAN (BLOCK LETTERS):						SIGNATURE:					
NAME/S OF ASSISTANT/S: SEMI SKILLED:											
NAME/S OF ASSISTANT/S: UNSKILLED:											
COMPANY NAME (BLOCK LETTERS):											
TIME IN:		TIME OUT:		TIME ON SITE:		DATE:					
FROM:		TO:		KM:		TO:		KM:		TOTAL KM:	
NAME OF RESPONSIBLE OFFICIAL ON SITE:										SIGNATURE:	