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Mthembu Khulani - ?



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AdvertQuote

KWAZULU-NATAL PROVIN HEALTH REPUBLIC OF SOUTH AFRICA	Quotation Advert	
Opening Date:	2021-01-22	
Closing Date:	2021-02-08	=0
Closing Time:	11:00	1900
INSTITUTION DETAILS		
Institution Name:	King Edward VIII hospital	\Box
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	2021-01-20	10
ITEM CATEGORY AND DETAILS		6121
Quotation Number:	ZNQ: KEH 8 501-00 - 85 7	
Item Category:	Services	abla
Item Description:	SERVICE ELECTRICAL HOT WATER SYSTEMS, QUOTATION IS ATTA TO ADVERT PLEASE PRINT IT AND BRING IT WITH YOU FOR BRIEF SESSION, YOU WILL NOT BE ABLE TO PARTICIPATE IF YOU DO NO A COPY.	ING
Quantity (if supplies)		
COMPULSORY BRIEFING SESSION	SITE VISIT	
Select Type:	Compulsory Briefing Session	$\overline{\mathbf{v}}$
Date :	2021-01-28	
Time:	11H00	
Venue:	OUTSIDE MAINTENANCE DEPT	
QUOTES CAN BE COLLECTED FROM:	ATTACHED TO ADVERT	
QUOTES SHOULD BE DELIVERED TO:	KING EDWARD VIII TENDOR BOX	
ENQUIRIES REGARDING THE ADVE	RT MAY BE DIRECTED TO:	
Name:	KHULANI MTHEMBU	
Email:		•
Contact Number:	031 360 3446	
Finance Manager Name:	MRS N. MAPHUMULO	
Finance Manager Signature:	Tapo	_

Scope of works

Attend to BL1-001 (Electrical steam boiler systems) service schedule on the following plants:

Electrical steam boilers supplying steam systems

- I Block
- A Ward N Block

Attend to DHWS 2-001a (Electrical hot water systems) service schedule on the following plants:

Electrical hot water supply systems

- Doctors quarters
- New Block(Install non return valve on all water supply line to tank)
- Mortuary
- Old N-block theaters basement. (Do not install elements) New POPD
- Main kitchen (Right) Repair water leaks on tank Main kitchen (Left)
- Nurses Home I
- Nurses Home 2 (Repair heat pump not working)
- Nurses Home 3

NB

No person will be allowed to start work at any equipment, if spares are not all on site for that particular equipment.

No person will be allowed to continue to proceed to next plant without the last plant worked on is complete.

All plant will be left fully functional before proceeding to the next plant.

All plants will be locked (HA-1 padlock to be supplied and installed should plant not have pad lock.)

All system pressure gauges applicable to system water pressure must be changed if not functional.

PAGE 1 OF 3

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

TYPE (TYPE OF SERVICE SCHEDULE FOR SCHEDULE FOR SCHEDULE FREQUENCY	DOME:	DOMESTIC HOT WATER SUPPLY HOT WATER CALORIFIERS (ELECTRICAL)	R SUP ERS (E	PLY ELECTRICAL)		REF : DHW CODE : DHW	DHWS - 2019 DHWS 2-001a	a o
INST	INSTALLATION NAME :						REF :		
SERV	SERVICE PROVIDER :						ORDER No. :		
P.M.	P.M. SERVICE		OTHER REPAIRS REQUIRED SUBMIT QUOTATION	S REC	UIRED				
ITEM	INSTRUCTION: CHECK, ADJUST, CLEAN AS REQUIRED	IN ORDER	DESCRIPTION OF OTHER REPAIRS REQUIRED	EST. TIME REQ.	DESCRIPTION OF SPARES REQUIRED	QTY REQ.			
Н	Mechanical work								
1.1	Check cylinder lagging and report								
1.2	Repair all water leaks								
1.3	Check for external corrosion								
1.4	Check all air vents on cylinder (where applicable)								
1.5	Remove all safety valves and clean seat with scotch bright pad and assemble, adjust and test.								
1.6	Check and note all valve conditions			Ī					
1.7	Repair all flanges and fitting leaks								
1.8	Descale tank and Elements, and water inside and rinse complete till clean.								
1.9	Clean floor and walls and paint plantroom floor (green stoep paint)								
	and walls with white pva, and silver at main kitchen roof floor 6mt 2								
1.10	Check control panel is secure and compliant with sans 10142 and note								

P.M.	P.M. SERVICE		OTHER REPAIRS REQUIRED SUBMIT QUOTATION	IRED		
ITEM	INSTRUCTION: CHECK, ADJUST, CLEAN AS REQUIRED	ORDER	DESCRIPTION OF OTHER REPAIRS REQUIRED	EST. TIME REQ.	DESCRIPTION OF SPARES REQUIRED	QTY REQ.
N	Electrical work					
2.1	Check all controls (where applicable)					
2.2	Check all safety interiocks (where applicable)					
2.3	Replace loose or damaged conductors					
2.4	Tighten all electrical terminals					
2.5	Install electronic amperages (round LED indicators) (Same as I Block)					
2.6	Repair all plant room lights applicable to plant.					
2.7	Check 220 volt socket outlet and electrical panels is compliant with sans 10142 and note findings.					
2.8	Measure all elements resistance and note.					
2.9	Replace all contactors with Schneider type.					
2.10	Measure current draw on at and each element circuit and note readings.					
2.11	Measure current draw on DB supply circuit breaker and note readings.					
2.12	Attach FLIR colour picture of element connections area and DB main circuit breaker supply.(2.11 and 2.12)					
2.13	Check thermostat and cut out setting and note setting (Replace if defective)					
274	Check electronic/mechanical temperature readings and record NB For domestic use 55°C to 60°C for					
216	Correct all cables glands not properly fitted.					
277	Check plant is locked					
2.18	Lubricate all door hinges					

DHWS2-001a

PAGE 2 OF 3

DHWS2-001a

PAGE 3 OF 3

	SIGNATURE:	AL	KM: TOT.		KM: TO:		Т0:	FROM:	귀
			DATE:		TIME ON SITE:		TIME OUT:	TIME IN:	=
E OFFICIAL ON SITE:	NAME OF RESPONSIBLE OFFICIAL ON SITE:					TERS):	COMPANY NAME (BLOCK LETTERS):	OMPANY	င္ပ
						KILLED:	NAME/S OF ASSISTANT/S: UNSKILLED:	ME/S OF	Z
						NI SKILLED	NAME/S OF ASSISTANT/S: SEMI SKILLED:	ME/S OF	Z.
			SIGNATURE		S):	K LETTER	NAME OF SERVICEMAN (BLOCK LETTERS):	ME OF S	Z
	OFFICIAL STAMP:			٦	I CERTIFY THAT THE SPECIFIED SERVICE WAS CARRIED OUT	D SERVICE	THAT THE SPECIFIE	ERTIFY	-
				İ				ichoin	Ì
							Submit other defects need attention	Submit o	2.21
							Supply and fit all relevant safety signs to plant door(Shock hazard, Burn hazard, Explosion hazard)	Supply ar to plant o hazard, E	2.19
		RE- O-	DESCRIPTION OF SPARES REQUIRED	EST. TIME REQ.	DESCRIPTION OF OTHER REPAIRS REQUIRED	ORDER	INSTRUCTION: CHECK, ADJUST, CLEAN AS REQUIRED		ITEM

P.M.	P.M. SERVICE		OTHER REPAIRS REQUIRED SUBMIT QUOTATION	IRED		
ITEM	INSTRUCTION: CHECK, ADJUST, CLEAN AS REQUIRED	IN ORDER	DESCRIPTION OF OTHER REPAIRS REQUIRED	EST. TIME REQ.	DESCRIPTION OF SPARES REQUIRED	QTY REQ.
2	Electrical work					
2.1	Check all controls (where applicable)					
2.2	Check all safety interlocks (where applicable)					
2.3	Replace loose or damaged conductors					
2.4	Tighten all electrical terminals					
2.5	Install electronic amperages (round LED indicators) (Same as I Block)					
2.6	Repair all plant room lights applicable to plant.					
2.7	Check 220 volt socket outlet and electrical panels is compliant with					
2.8	Measure all elements resistance and					
	note.					
2.9	Replace all contactors with Schneider type.					
2.10	Measure current draw on at and each element circuit and note readings.					
2.11	Measure current draw on DB supply circuit breaker and note readings.					
2.12	Attach FLIR colour picture of element connections area and DB main circuit breaker supply. (2.11 and 2.12)					
2.13	Check thermostat and cut out setting and note setting (Replace if defective)					
214	Check electronic/mechanical temperature readings and record NB For domestic use 55°C to 60°C for					
2.15	Correct all cables glands not properly fitted.					
2 10	submit other delects for attention report.					
217	Check plant is locked					
2.18	Lubricate all door hinges (Replace if broken)					

DHWS2-001a

PAGE 2 OF 3

DHWS2-001a PAGE 3 OF 3

			OFFICIAL STAMP:				NAME OF RESPONSIBLE OFFICIAL ON SITE:	
ZEO O								
DESCRIPTION OF SPARES REQUIRED				SIGNATURE:				
EST. TIME REQ.								
DESCRIPTION OF OTHER REPAIRS REQUIRED			AS CARRIED OUT					
			ICE W	ERS):	E	<u>.</u>		
ORDER			SERV	K LETT	SKILL	KILLED	ERS):	
_	ty signs rn	ntion	ECIFIE	(BLOC	S: SEM	S: UNS	K LETT	
INSTRUCTION: CHECK, ADJUST, CLEAN AS REQUIRED	Supply and fit all relevant salety signs to plant door(Shock hazard, furn hazard, Explosion hazard)	Submit other defects need attention report.	I CERTIFY THAT THE SPECIFIED SERVICE WAS CARRIED OU	NAME OF SERVICEMAN (BLOCK LETTERS):	NAME/S OF ASSISTANT/S: SEMI SKILLED:	NAME/S OF ASSISTANT/S: UNSKILLED:	COMPANY NAME (BLOCK LETTERS):	
ITEM	2.19	2.21	I CEF	NAM	NAM	NAM	COM	

SIGNATURE:

TOTAL KM:

KM:

ä

X W::

> 5 C

FROM:

DATE:

TIME ON SITE:

TIME OUT:

TIME IN:

STANDARD QUOTE DOCUMENTATION SUPPLY CHAIN MANAGEMENT OVER R30 000.00
YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: KING EDWARD HOSPITAL
DATE ADVERTISED: 22-01-2021 CLOSING DATE: 08-02-2021 CLOSING TIME: 11:00
FACSIMILE NUMBER: 031-2056722 E-MAIL ADDRESS:
PHYSICAL ADDRESS: King Edward V111 Hospital Gate 2 Fracois Road Congella 4013
ZNQ NUMBER: KEH 857/20KZN
DESCRIPTION: SERVICE ELECTRICAL HOT WATER SYSTEMS
CONTRACT PERIOD
CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.
UNIQUE REGISTRATION REFERENCE
DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)
Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted consideration.
The quote box is open from 08:00 to 15:30.
ALL QUOTES MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RE-TYPED)
THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTI PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECI CONDITIONS OF CONTRACT.
THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO WILL RESULT IN YOUR QUOTE BEING DISQUALIFIED)
NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODENUMBER FACSIMILE NUMBER CODENUMBER
CELLPHONE NUMBER
E-MAIL ADDRESS
VAT REGISTRATION NUMBER (If VAT vendor)
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

[A B-BBEE STATUS LEVEL VERIFICATION GERTIFICATE/SWORN AFFIDAVIT (FOR EMES& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

OFFICIAL PRICE PAGE FOR QUOTATIONS DESCRIPTION: SERVICE ELECTRICAL HOT WATER S	ZNQ NUMBER: KEH857 /20KZN YSTEMS
SIGNATURE OF BIDDER [By signing this document I hereby agree to all terms and conditions]	
CAPACITY UNDER WHICH THIS QUOTE IS SIGNED	

Item No	Quantity	Description	Brand &	Country of	Price	
			model	manufacture	R	1
1.		SERVICE ELECTRICAL HOT WATER SYSTEMS				1
						+
					-	+
_	-					
	-					
		PLEASE SUPPLY SAMPLE WITH QUOTE NO PICTURE				
		WILL BE ACCEPTED				4
		PLEASE DO NOT EMAIL COMPLITED QUOTE				4
		QUOTE MUST BE SUBMITTED IN A SEALED ENVILOPE				
		WITH QUOTE, CLOSING DATE ON THE ENVILOPE;				Ш
		THE QUOTE MUST BE DEPOSITED IN THE TENDER BOX				
		@ KING EDWARD HOSPITAL				4
		SITUATED IN THE ADMIN BLOCK, OFF SYDNEY ROAD				4
		CONGELLA 4013				
						-
	-					-
						+
						+
				-		
						4
					_	_
		15% (Only if VAT Vendor) PRICE (VALIDITY PERIOD 60 Days)				

Does This Offer Comply With The Specification?	Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification?	
Is The Price Firm?	State Delivery Period E.G. E.G. 1day, 1week	

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

any municipality or municipal entity;

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	st 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)	2.6.	VAT Registration Number:
2.8. 2.8. 2.8.2 2.8.2 (Note: 1	employee / persal numbers must be indicated in paragraph 3 belo Are you or any person connected with the bidder presently employ 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 ti Position occupied in the state institution: 2. If you are presently employed by the state, did you obtain the a in the public sector? 2.1. If yes, did you attach proof of such authority to the quote docu Failure to submit proof of such authority, where applicable, may res	w. yed by he bio pprop	idder is employed:
2.8.2	2.2. If no, furnish reasons for non-submission of such pro	οτ:	shareholders / members or their spouses conduct business with the
2.9.	state in the previous twelve months?	es / :	YES NO
29	1. If so, furnish particulars:		
2.10	. Do you, or any person connected with the bidder, have any relation	nship	ip (family, friend, other) with a person employed by the state and who
	may be involved with the evaluation and or adjudication of this qu	ote?	YES NO
2.10	.1. If so, furnish particulars:		
	Are you, or any person connected with the bidder, aware of any re employed by the state who may be involved with the evaluation at 1. If so, furnish particulars:	nd or	
2.12	2. Do you or any of the directors / trustees / shareholders / members or not they are bidding for this contract? 2.1. If so, furnish particulars:	of the	ne company have any interest in any other related companies whether YES NO
3.	Full details of directors / trustees / members / shareholders.		
	The Department Of Health will validate details of directors / trus	the [by I members I shareholders on CSD. It is the suppliers' responsibility Department cannot validate the information on CSD, the quote will stional Treasury Instruction Note 4 (a) 2016/17.
4	DECLARATION		
	HE UNDERSIGNED (NAME)RNISHED IN PARAGRAPHS 2.		CERTIFY THAT THE INFORMATION
	CCEPT THAT THE STATE MAY REJECT THE QUOTE OOVE TO BE FALSE.	OR A	ACT AGAINST ME SHOULD THIS DECLARATION
	ne of bidder Signature		Position Date
"Sta a)	te" means — any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management	c)	

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. Laté 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 dis	squalified from the evaluation process.
(i) The institution has determined that a compulsory site meetir (ii) Date Time Place	take place
Institution Stamp:	Institution Site Inspection / briefing session Official
	Full Name:
	Signature:
	Date:

8. STATEMENT OF SUPPLIES AND SERVICES

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

9. SUBMISSION AND COMPLETION OF SBD 6.1

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

10. TAX COMPLIANCE REQUIREMENTS

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

11. TAX INVOICE

- 11.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax
- (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 (hear 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:

80
20
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:
 - 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;
 - Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

8.

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
- 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1
- 6.1 B-BBEE Status Level of Contributor: =(maximum of 20 points)

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

7.	SUB-CONTRACTING ((Tick applicable box)			
7.1	Will any portion of the contract be sub-contracted?	YES NO			
7.1.1	If yes, indicate:				
	i) What percentage of the contract will be subcontracted				

Whether the sub-contractor is an EME or QSE (Tick applicable box)

iii) The B-BBEE status level of the sub-contractor......

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

Designated Group: An EME or QSE which is at last 51% owned by:

EME
QSE

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

9.	DECLARATION WITH REGARD TO COMPANY/FIRM	М					
9.1	Name of company/firm:						
9.2	VAT registration number:						
9.3	Company registration number:						
9.4	TYPE OF COMPANY/ FIRM [TICK APPLICABLE BO	oxj					
	 □ 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;	i) The information furnished is true and correct;					
	ii) The preference points claimed are in accordant	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 proce	eess;					
	(b) recover costs, losses or damages it has inc	curred 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	OOMATUDE(C) OF DEDECADO					
	1	SIGNATURE(S) OF BIDDERS(S) DATE:					
	2	ADDRESS					

	PROVINCE OF KWAZULU	J-NATAL - DEPAI	RTMENT OF HEALTH	
ESTIM.	ATE FORM FOR : THE MAINTENANCE, REP LLATIONS INSTALLED IN KWAZULU-NATA	AIR OR REPLAC LL PROVINCIAL H	EMENT OF FIXED PLANT, EQ IOSPITAL AND BUILDINGS	UIPMENT AND
SUBMI	T TO:		FOR ATTENTION:	
INSTIT	UTION:		ZNQ NO.:	
SCOPE	OF WORK: (A description of the work quo	oted for is required).	
	ereby quote for the above work in accordance v			
	als, component/ancillary parts: Firm Price. A de			
A.	,	luding VAT)(Carr		R
			R0.00 to R500 000.00)	R
B.		luding VAT)(Carr		R
C.	Quote for Sub-Contract Items (Exc	luding VAT)(Carr	ried forward)	R
	Mark Up @ %			R
(Item r	eserved for specialist task only and may not ex	ceed 25% of prima	ary contractor total amount)	
All sub	contractor work/materials shall be broken down	the same manne	er as the primary contractor.	
D.	Labour, Travelling, Subsistence and Transpo materials etc. quoted for. (Exc	rt. This price shall cluding VAT) (Bro	l be firm in respect of ought forward)	R
E.	Less credit for redundant materials, parts and	l equipment if app	licable	R()
			SUBTOTAL	R
			VAT @ %	R
F.	This Price in SA Currency firm for 90 days shall not be exceeded. To be measured o	from date of the n completion.	estimate quotation and	R
Time	required for completion weeks from	om receipt of of	fficial order.	
	OF SERVICE PROVIDER:			/20
	UNIQUE NUMBER			,
	INCIAL SUPPLIERS DATABASE REGISTRAT			
	ICE PROVIDER'S AUTHORISED SIGNATURE		ZNQ No	
	PANY STAMP:		DATE	

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					
	1 st Year			R		R
	2 nd Year					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	RAT	E/Km	
D.1.2.1	From service provider's			Petrol	Diesel	
a)	premises to site			Delete as applicable		
,	trips(Driver) (skilled)			R 7.78	R 7.58	R
b)	@km per triptrips (Semi-skilled)(Driver)			R 5.80	R 5.60	R
	@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) @ trip ÷ 80km/hr			R		R
d)	x Additional Apprentice/s trips (semi) @ km per trip ÷ 80km/hr			R		R
		SUBT	OTAL CARRIED F	ORWARD	TO PAGE 4	R

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

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