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# Ountation Advert

Opening Date: 12/07/202
Closing Date: 18/07/202

Closing Time: 11:00

Institution Name: EG & Usher Memorial Hospital

Province: KwaZulu-Natal

Department of entity: Department of Health

Division or section: A Central Supply Chain Management

Place where goods/ EG & USHER MEMORIAL HOSPITAL service is required:

- - - ·

Date Submitted: 12/07/2023

**ITEM CATEGORY AND DETAILS** 

Quotation number: EGU 30/23/24

Item Category:

Services

Item Description:

Servicing of Hot Water Cylinders (Calorifier plant rooms)

Quantity (if supplies):

Click here to enter text.

**COMPULSORY BRIEFING SESSION / SITE VISIT** 

Select Type:

Not applicable

Date:

Click here to enter a date.

Time:

Click here to enter text.

Venue:

QUOTES CAN BE COLLECTED FROM: EG & USHER MEMORIAL HOSPITAL

**QUOTES SHOULD BE DELIVERED TO:** 

**EG & USHER MEMORIAL HOSPITAL** 

**ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:** 

. Name

LINE TO BUT BUT AND AND

S.KHOWA

Email: EGUSHERHOSPITAL@GMAIL.COM

**Contact number: 0397978145** 

**Finance Manager Name:** 

Mrs N.A NDLOBENI

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Finance Manager Signature

PARTICULARS			ADMINERS
1 3 7 7 VOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: EG & U	SHĘR MEMORIAL HOS	SPITAL FLEXY	<u>i de la marce</u>
FACSIMILE NUMBER: 1 039 797 8162 E-MAIL ADDR	acusharhashital@	gmail.com	
PHYSICAL ADDRESS: CNR ELLIOT STREET & THE AVENUE			
Quote NUMBER: ZNO / EQU. /30 /23 .24	e de la compania del compania del compania de la compania del compania de la compania del compania de la compania de la compania de la compania de la compania del compania	ETY. ) JEVALIDITY PERIOD:	60 DAYS TO THE BOOK OF THE BOO
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CONTRACT PERIOD (IF APPLICABLE): ONCE OFF	— Organia — Organia	the Constitution	30 (8) (7) B + M2B
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EG & USHER MEMORIAL HOSPITAL TENDER BOX	+ 70137 7 15	• ,	<u>·</u> . ·
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ENQUIRIES REGARDING THE <u>QUOTE</u> MAY BE DIRECTED TO:	\$ 154° °		
CONTACT PERSON: KHOWA STANLEY	TELEPHONE NUMBER:	039 797 8145	<del></del>
E-MAIL ADDRESS: egusherhospital@gmail.com			
ENQUIRIES REGARDING <u>TECHNICAL INFORMATION</u> MAY BE DIRECTED TO:	I		
CONTACT PERSON: Mr.HLOPHE	TELEPHONE NUMBER:	039 797 8150	
E-MAIL ADDRESS: egusherhospital@gmail.com			
Bidders should ensure that quotes are delivered timeously to the correct add	ress. If the quote is late, it w	ill not be accepted for consideratio	n.
The quote box is open from 08:00 to 15:30.			
QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO B	E RETYPED)		
THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY F	RAMEWORK ACT AND THE	PREFERENTIAL PROCUREMENT	
REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) ANI	D, IF APPLICABLE, ANY OTH	ER SPECIAL CONDITIONS OF CON	ITRACT.
THE FOLLOWING PARTICULARS O			·
(FAILURE TO DO SO MAY RESULT IN Y	JOÓK GOOLE BEING DIZGO	ALIFIED)	
NAME OF BIDDER:			<del></del>
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POSTAL ADDRESS:		-	
STREET ADDRESS:			
TELEPHONE NUMBER:	FACSIMILE NUMBER:		
CELLPHONE NUMBER:	SARS PIN:	<del></del>	
VAT REGISTRATION NUMBER (If VAT vendor):			
CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.	MAAA		
UNIQUE REGISTRATION REFERENCE:	<del>                                      </del>		<del></del>

Page 1 of 13 - ሲቃ ነው - 16 ፈንፈጥን ሲወን ውር ተከፍ እንደነን የባቸዋቸው ብዛው እስከተለለ እና እና ይጋመውን **(የ**ጋን ውርተከቂ እንደነን ውር እጅም ብእውን ተብዛል ነው እ

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	 Contract Contract			

QUOTE NUMBER:

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DESCRIPTION

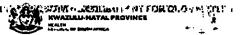
SERVICING OF HOT WATER CYLINDERS (CALORIFIER PLANT ROOMS) "

POINTS ALLOCATED PREFERENCE POINTS WILL BE ALLOCATED ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOALS IN TERMS OF PPR 2022: Promotion of South African owned enterprises

•1	CUANTITY	UNIT OF		BRAND &	COUNTRY OF	. PRICE	
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. f.f	NAME OF BIDDER:	Compact Street of the first	SIGNATURE OF BIDDER: :	ems and port	الرامر <u>ه، الرام الراب</u>	<u></u>	
	STATE DELIVERY PERIOD (E.G. 3 DA	YS, 1 WEEK)					_
	DOES THE ARTICLE CONFORM TO 1	THE S.A.N.S. / S.A.B.S. SPECIFICATIO	N?	~	YES	/ NO	)
	IS THE PRICE FIRM?	•			YES	/ NO	Ì
	DOES THIS OFFER COMPLY WITH T	HE SPECIFICATION?: +7			YES	/ NO	į
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CAPACITY UNDER WHICH THIS QUOTE IS SIGNED: DATE: STATE OF THE 
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## **PURPOSE OF THE FORM**

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

ب بريم بين المجينة: Where a person's are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified. 1-3 , from the bid process. er febre betreifere :

# ... BIDDER'S DECLARATION

2 BIDDER'S DECLARATION
2-1 or a street of the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the street or any person having a controlling interest in the street or any person having a controlling interest. enterprise, employed by the state?

If so, furnish particulars of the names, individual identity numbers, and, if applicable, state amployee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below. FULL NAME : **IDENTITY NUMBER** NAME OF STATE INSTITUTION Manager of Paris and 25 . - इस्ताम् प्रकारः -

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

If so, fumish particulars:

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

2.3.1. If so, fumish particulars:

#### DECLARATION 3

inter title

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

- 31 I have read and I understand the contents of this disclosure;
- I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect; 3.2.
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
- 34. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or amangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt . . Activities Act No 12 of 2004 or any other applicable legislation.

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

الأراء والمتلكمة الماسية

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE. . - 2 , , ,

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POSITION

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the power, by one person or a group of persone holding the majority of the equity of an enterprise, alternatively, the person's having the deciding vote or power to influence or to direct the course and scholars of the enterprise.

an especiation of persons for the purpose of combining their expertise, property, expital, efforts, skill and knowledge in an activity for the execution of a contract.

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# CANE 12 1 GCC GENERAL CONDITIONS OF CONTRACT

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PURPOSE OF THE FORM

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M. Abid Bright The purpose of this document is to: Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

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

te iffebuome: The General Conditions of Contract will form part of all bid/quotation documents and may not be amended.

The proper security

Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and will supplement the separately for every bid (if applicable) and separately for every b

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The following terms shall be interpreted as indicated:

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

the official problems.

- "Contract" means the written agreement enterest into between the purchaser and the supplier, as recorded in the contract form signed by the parties, . 1 including all attachments and appendices thereto and all documents incorporated by reference therein.
- "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. : . . 1.3.
- "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 1.4. 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
- 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.

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- 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.
- "SCC" means the Special Conditions of Contract. 1.23.
- 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. (A. "Written" or, in writing" means handwritten in ink or any form of electronic or mechanical writing.

# . BE A COMMINST Y SPEED OF A SEC. 2 , (Application 4

1 2.1: ...c.: These general conditions are applicable to all bids; contracts and orders including bids for functional and professional services, sales, hiring, letting and 17 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.

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# General

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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 

vymmant 133-73. With dentativ exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained ... accessed electro-directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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4 (12) Standards (12)

Chen. 1717600 to Little grown Adals at The goods supplied shall conform to the standards mentioned in the bidding documents and specifications. CONDITIONS OF CONTROL 

"I Use of contract documents and information; inspection.

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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, ? . . . rift 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 . necessary for purposes of such performance.

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appointed by the purchaser, if so required by the purchaser. The production of the second o

# 6 Liu Patent rights

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6.1.7 ½0. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use 2. To the goods or any part thereof by the purchaser. It is not to the second of the goods or any part thereof by the purchaser. It is not to the second of the goods or any part thereof by the purchaser. It is not to the second of the goods or any part thereof by the purchaser. It is not to the second of the goods or any part thereof by the purchaser. It is not to the second of the goods or any part thereof by the purchaser. It is not to the second of the goods or any part thereof by the purchaser. It is not to the second of the goods or any part thereof by the purchaser. It is not to the second of the goods or any part thereof by the purchaser. It is not to the second of the goods or any part thereof by the purchaser. It is not to the second of the goods or any part thereof by the purchaser. It is not to the second of the goods or any part thereof by the purchaser. It is not to the second of the goods or any part thereof by the purchaser. It is not to the goods of the goods or any part thereof by the purchaser. It is not to the good of the good § . . . . . .

# . 7 o 8. Performance security

- 入しています。Within thirty (30) days of receipt of the notification of contract award, the successful bldder shall furnish to the purchaser the performance security of the
- amount specified in SCC.

  and 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.
- The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall
  - (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
- 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.
- 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
- 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.
- 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. 8.6.
- 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. Falling such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fall 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.
- 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.

# !:< Packing</p>

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.

The packing imarking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressed in special requirements as shall be expressed in special requirements. If any specified in SCC, and in any subsequent instructions ordered by the purchaser.

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# 10 Mail: Delivery and documents

Delivery and documents

10.11 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 accordance with the terms specified in the contract. The details of shipping and/or other accordance with the terms specified in the contract. The details of shipping and/or other accordance with the terms specified in the contract. The details of shipping and/or other accordance with the terms specified in the contract. The details of shipping and/or other accordance with the terms specified in the contract. documents to be furnished by the supplier are specified in SCC. The state of the s

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

# Insurance

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· begot contract - comments and information comen's and off3 makin incidental services

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

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- (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 maintaliance and/or repair of the supplied goods; for a period of time agreed by the parties, provided that this service to 💀 🦠 🗫 🤲 🕬 shall not relieve the supplier of any warranty obligations under this contract; and "perposes happened in a gradie oc-
- ・ ; (e) training of the purchaser's persontiation, the supplier's plant and/or on-site, in assembly, start-up; operation, maintenance, and/or repaigof the is a sector and or repaigof the interest and

tor no neutro - -13.24 rePressionarged by the guipplier for incidental siley being from the destruction of the contract price for the goods is half be egreed upon the dvance by the partition of the results of the contract price for the goods is half be egreed upon the dvance by the partition of the results of the contract price for the goods is half be egreed upon the dvance by the partition of the contract price for the goods is half be egreed upon the dvance by the partition of the contract price for the goods is half by the contract price is the goods is half by the contract price is the goods is the goods in the goods in the goods in the goods is the goods in the goods in the goods is the goods in the goods ாரு wand shall not exceed the prevailing rates, charged to other parties by the supplier for similar services அருந்த 🧓 🔻 பார் 🤫 🔻 ந்துள்ளுக்கு முத்த போர் MASSING TO SERVICE STREET Party and the second se grand the second 
#### 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; 1 25 40.1

- 🗻 (a) súch spare parts as the purchasec nay electio purchase from the supplier, provided that this election shall not relieve the supplier of any warranty P . S . C . Se Combined of any Walfall obligations under the contract; and 4-14-15-25.
  - (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

- 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.
- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 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 16.2.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoke or claim by the supplier.
- Payment will be made in Rand unless otherwise stipulated in SCC. 16.4.
- 17
- 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
- 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
- 19.1. 1) 17 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
- 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. The second
- 21.1: or 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
- 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 shell promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon a spracticable 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.
- 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 21.3. authority.
- s of tro- ar \_21-4, ro.The night is reserved to procure outside of the contract small quantities or to have minor estential services executed if an emergency arises, the minor and the contract small quantities or to have minor estential services executed if an emergency arises, the minor and the contract of the contr

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r in the politic in the politic formation of its delivery extra properties and the supplier in the performance of its delivery extigations shall render the supplier liable to the unit of the performance of its delivery extigations shall render the supplier liable to the unit of the performance of its delivery extigations shall render the supplier liable to the unit of the performance of its delivery extigations shall render the supplier liable to the unit of the performance of its delivery extigations. ger for a first integrazation position bigsenetibilis (bigsenetibilis (bigsene

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and the contract of the contra a reserve to 122 mine Benefit as me was . tion is a spirit of the supplier falls to deliver any or all ibit the goods or to perform the saffice within the period(s) specified in the contracts and the contracts of the contract of #Tring to a management of the contract of the

# 23 Termination for default

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- နှံး ႏွင့်သည့် မျှာ်မှု 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: Time: . 5 +:
- (c), If the supplier falls 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 falls to perform any other obligation(s) under the contract; or the contract or the supplier, in the judgment of the purchaser, has engaged in corrupt or frauduling practices in competing for or in executing the contract.

  - 23 feet. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such menner as it deams and, goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
  - 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.
  - 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 fall 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;

and the state of

- (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. 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 23.7. 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.
- Anti-dumping and countervailing duties and rights
- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervalling duties are imposed, or the amount of a provisional payment or anti-dumping or countervalling 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 antidumping or countervalling right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount whichmay be due to him.
- 25 ... Force Majeure
- 11. 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 25.1. event of force maleure.
- .25-21: If a force majoure 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 hot prevented by the force majoure event.
- 28 **Termination for insolvency**
- The purchaser may at any time terminate the properties by giving written notice to the supplier it the supplier becomes bankrupt of other instance. 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**

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Edinary pe spe 27.3, a l Should it not be possible to settle a dispute by means of mediation, it may be settled into South African court of law. which has been administrated in the settled into South African court of law. Mediation proceedings shall be conducted in accordance, with the rules of procedure specified in the SCC. 27.4. १८ व्यक्तिक स्टब्स्स्ट्रिस्ट्रिस्ट्रिस्ट्रिस्ट्रिस्ट्रिस्ट्र 

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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 monles due the supplier. Le ver Afferund filbermeine in von
- Limitation of liability to an are if from the state of the state of the 28 क्षेत्रक र कार्य प्राप्त के क्षेत्रक अनुसारक प्राप्त कि विकास है प्रकास कर्म देखांक के स्वरंग कर किया कर है के 28.1. 2..... (a), the supplier shall not be liable to the purchaser whether in contract, tort, or otherwise, for any indirect or consequential loss or damage was of use. The service of the supplier shall not be liable to the purchaser whether in contract, tort, or otherwise, for any indirect or consequential loss or damage was 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 प्रकास ३ - मा हो 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. . . . . . m. gefügen niegt nie, :
  - 29 Governing language
  - . A 1984 1981 poly Promoter. an alighten his derivation The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall else be 29.1: or you had been written in English.4 A Comment of the Control
  - 30 Applicable law
  - Applicable law

    The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC. 30.1.
  - 31
  - 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.
  - 22 Taxes and duties

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- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33 National Industrial Participation (NIP) Programme
- 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices
- In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision 34.1. by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved In collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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1.3.1:40 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. angeren Martenen no The part of the contract of The Figure of Pity . .

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# \*\*\* 1 19219 TALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.

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

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

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

- the bidder's risk: the bidder's risk;
  - 2 🚧 , (ii) It is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.
  - 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
  - 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
  - 3.9. Offers must comply strictly with the specification.
  - 3.10. Only offers that meet or are greater than the specification will be considered.
  - 3.11. Late offers will not be considered.

quotation will be considered.

- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- Used/ second-hand products will not be accepted. 3.13.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 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 3.16.
- In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point. 3.17.
- In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered. 3.18.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both 3.20. corruption and acquisition fraud.

# 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/bld 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.
- Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the 4.4. preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/ submit such information.
- Any alteration made by the bidder must be initialled; failure to do so may render the response invalid. 4.5.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- .4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
- The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfill their obligation. بوليد 🕻 به د بالمحالة المحالة المحال · .4.10. The state of the s

## in the first consistent beginning to begin a SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1.1.1. 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 provided for the quotation number of the quotation number of the cost in the quotation number of the cost in the quotation of the cost in the quotation of the cost in t

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(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. Samples must be made available when requested in writing or if stipulated on the document, ... Al codition 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.

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

COMPULSORY SITE INSPECTION / BRIEFING SESSION

Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.

(i) The institution has determined that a compulsory site meeting will not take place.

	(ii) Da	ite:				::	Time:		:	, Place:		34	
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				•	****				Signature:			whom,	
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									Date:				

### 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 falls 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.

#### SUBMISSION AND COMPLETION OF SBD 6.1 9.

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 9.1. 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.

#### TAX COMPLIANCE REQUIREMENTS 10

- 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 10.1. 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**

- A tax involce shall be in the currency of the Republic of South Africa and shall contain the following particulars:
  - (i) the name, address and registration number of the supplier;
  - (ii) the name and address of the recipient;
  - (III) an individual serialized number and the date upon which the tax invoice
  - (iv) a description and quantity or volume of the goods or services supplied;
  - (v) the official department order number issued to the supplier;
  - (vi) the value of the supply, the amount of tax charged;
  - (vii) the words tax invoice in a prominent place.

# **PATENT RIGHTS**

12

• 12.1 - The supplier shall Indemnify the KZN Department of Health (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

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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 िर्म के कि इंचित्र के प्रकार के substitution for the outstanding commodities, without terministing the contract, as well as return commodities delivered at a later stage at the service provider's expense.

service provider's expense.

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

I cathive as will 18 44 it shift in the contract, the purchaser shall, without \*\*\*ntvect price; autorite, reprejudice to its other remedies under the contract deductifrom the contract price, as a penalty, a sum calculated on the delivered price of the delayed 🗸 #540 Wind the for each 🚳 goods of timperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. 🕬 🕬 🕏

> Parca Mits PRINTING 13 Househill is Page 10 of 13

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# 14. W TERMINATION FOR DEFAULT

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

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(I) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract.

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the condition straight as well as the

- (ii) if the supplier falls 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 fraudulant practices in competing for or in executing the contract.
- 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 appropriate, goods, works or services.

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AR BEGORE SERVE no not exceeding 10 years 13 the supplier from doing business with the public sector for a period not exceeding 10 years 13 the sector for a perio

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

> Francischs" 7748. 10.61 C Page 11 of 13 148. 12 J. 12

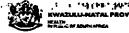
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-- SBD 6.1.

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The street of the street of the

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

### GENERAL CONDITIONS

The following preference point systems are applicable to invitations to tender:

14 4

the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included). " that will a contain the man afterial of the offer of a

- The applicable preference point system for this tender is the 80/20 preference point system. 1.2.
- Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for: 1.3.

The mark to the second

- (a) Price; and
- (b) Specific Goals.
- The maximum points for this tender are allocated as follows: 1.4.

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be Interpreted to mean that preference points for specific goals are not claimed.
- 1.6. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### DEFINITIONS

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

OR

- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES 3.

#### POINTS AWARDED FOR PRICE 3.1.

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

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

80/20

. . . . .

90/10

Where

= Points scored for price of tender under consideration Ps

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

# (I) WILLIAM SZENER FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

# 3.2.1. POINTS AWARDED FOR PRICE

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

· <u>80/20</u>

90/10 சித்த<del>ுக்க</del>ூர் கட்டுக

Ps = 80 (1 +

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POINTS AWARDED FOR SPECIFIC GOALS

보다까지 'ch Regulation king tennsion Regulation (4(2): 5(2); 6(2) and 7(2) of the Preferential Producement Regulations; preference points must be awarded for specific goals stated 한 모인 시간에 제상 (2):
cated points based on the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by
more at motive surrous proof documentation stated in the conditions of this tenders at the conditions of the conditions of this tenders at the conditions of
42. In cases where growns of state intend to use Regulation 3/2) of the Regulations, which states that if it is unclear whether the 80/20 or 90/10 preference

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

cini system will apply and that the lowest acceptable tender that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to ร.จารจัดที่เครื ் determine the applicable preference point system, சிற்றார்க்க

፣ 🔭 🥕 ነብታቸው የ Johan the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system. name of the contract of the co 2.5110

യുടെ തുടന്നു. ന് എ പ്രത്യോഗ്യമായ സാഹൃത്തിന്റെ പ്രത്യാസ്യാത്തിന്റെ വരുന്നു. വരുന്നു വരുന്നു വരുന്നു പ്രത്യാസ്യ പ്രത്യാഗ്യാസ്ത്രം (Table 1: Specific goals for the tender and points claimed are indicated per the table below, പ്രത്യാസ്ത്രം പ്രത്യാസ്ത

... h به کردین اصدر با به به اصور Note to tenderers: The <u>tenderer</u> must indicate <u>how</u> they claim points for each preference point system. بـ

1 10 or , teseptere tipe a ti Number of Number of points points The specific goal/s allocated points in terms of this tender allocated claimed: (80/20 (80/20 system) system) 245 2 15 Promotion of South African owned enterprises • 

## **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3.	Name of company/firm:		
------	-----------------------	--	--

#### 4.4. Company registration number:

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

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

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

- The information furnished is true and correct;
- The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- W) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have -
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such
- r (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partern (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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Private x 506; Kokstad

Tel: 039 797 8153

E-Mail Williamson, hlophe@kznhealth.gov.za

East Griqualand and Usher Momorial Hospital

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Enquires: W.T. Hlophe Tel. 039 797 8153 Date: 09/05/2023

### . 2023-2024

# SPECIFICATION FOR SERVICING OF HOT WATER CYLINDERS (CALORIFIER PLANT ROOMS)

# Note

- The Administration reserves the right to Negotiate Prices in the quotation
- 2. All rates quoted shall be inclusive of transport, labour and profit
- -3. The bidders are advised that the servicing of hot water cylinders (calorifiers) should be finish within the period of two(2) days from the day of the official order.
- 4. Pricing should be done per each line item on the bills of quantity below
- 5. Contractors should sign in when on site and sign out when leaving the site, Contractors book in the Chief Artisan Office.
- 6. E.G & Usher Memorial Hospital staff will monitor contractors progress
- 7. Contractor's staff must be identifiable.
- 8. The hospital should not be held responsible for any theft of the contractor's material or requipment.
- 9. At all times, Contractor must adhere to the Health and Safety requirements.
- 10. All workmanship and material must be guaranteed.
- 11. The contractor must be CIDB 2ME registered, which must be indicated on the ZNQ quotation page with the category
- 12. Payment will only be processed on completion of work, Please note that completion certificate to be handed in after the job has been completed in order for payments to be processed.
- 33 The preferred bidder must report to the hospital and under no circumstances where access is blocked without prior arrangements with the hospital maintenance staff.
  - 14 The Service Provider shall be deemed to have satisfied himself before quoting as to the correctness of the Scope of Work in terms of measurements.

# SPECIFICATION FOR SERVICING OF HOT WATER CYLINDERS (CALORIFIER PLANT ROOMS) 2023-2024

# SCOPE OF WORK

NO	DESCRIPTION	QUANTITY	RATE	TOTAL		
1	I-Ward Calorifier Plant Room	01				
	Supply deliver and install Pressure Gauge 100dia – (0-1000Kpa)					
2	Supply, Deliver & Install 1/2 Inch Pressure Gauge	01				
	dia100 – 0-1000Kpa for A&B-Ward Carolifier Plant					
	Room Tank					
3	Supply Horn Valve 1 inch and 1 Mechanical	01				
	Thermostat Pocket for SA 128 SB Valve 1 inch BSP,					
	SA 128 KNOB (40 degrees C to 100 degrees C					
4	Check for water leaks	item				
5	Check for external corrosion, descale and repaint as required	item				
6	Check temperature gauge and note temperature range.	item	ŗ			
	Redline at normal temperature					
7	Check all air vents on cylinder (where applicable)	item				
8	Check safety valves and test valve release pressure	item				
9	Check and note all valve conditions	item				
10	Check all flanges and fittings for leaks (repair where required)	item				
11	Remove inspection cover – check for scale and corrosion – descale as required (ANNUALLY)	item				
12	Service all FOUR Calorifier Plant rooms, i.e. A&B Calorifier Plant Room, D-Ward Calorifier Plant Room and F-Ward Calorifier Plant Room and I-Ward Plant Room,, as listed or mentioned starting from item no.4 up to item no.12 above	item				
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FROM		то	TOTAL KM	OFFICIAL STAMP
				NAME:
		ı		SIGNATURE:
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