

Quotation .

12/07/2023 **Opening Date: Closing Date:** 18/07/2023

Closing Time:

NSTITUTION DETAILS

Institution Name:

Province:

KwaZulu-Natal

Department of Health

Department of entity: Mผษะ ≀Division or section: •

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 39/23/24

Item Category:

Services

Item Description:

Servicing of Food Service coldrooms 1,2,3, Mortuary 1,2,3

as well as Pharmacy coldroom as per servicing schedule attached

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:

S.KHOWA

Email: EGUSHERHOSPITAL@GMAIL.COM

Contact number: 0397978145

Finance Manager Name:

Mrs N.A NDLOBENI

Finance Manager Signature

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	CONTACT PERSON: KI			<u> </u>	TELEPHONE NUMBER	039 797 8145		
		usherhospital@gn	nail.com					
	ENQUIRIES REGARDING	TECHNICAL INFORM	ATION MAY BE DIRE	CTED TO:				
	CONTACT PERSON: Mr				TELEPHONE NUMBER	039 797 8150		
	E-MAIL ADDRESS: eg	usherhospital@gn	nail.com					
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DESCRIPTION:	SERV	ICING OF	FOOD SERVICE, MORTUARY AND P	HARMACY COLI	DROOMS		. : "
PREFERENCE PO	INTS WILL BE	ALLOCATED.	ACCORDING TO THE IMPLEMENTATION OF SPECIF	C GOALS IN TERMS OF	PPR 2022:	POINTS ALLO	CATED
Promotion of Sou	h African owns					20	, ,
ICN NUMBER	QUANTITY-	UNIT OF MEASURE	DESCRIPTION 1	BRAND & MODEL	COUNTRY OF MANUFACTUR	R	c
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TOTAL QUOTA					i i		 .
DOES THIS OFF	FER COMPLY	WITH THE S	PECIFICATION?			YES	

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED:

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Page 2 of 13 .

BIDDER'S DISCL

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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 athles as enshrined in the Constitution of the Republic of South Africa and further expressed in various pleces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder. •

Where a person's are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified. 7<u>6 (j)</u> 🕠 from the bid process. 🤼 12:40 بالراء مي

* BIDDER'S DECLARATION

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If so, furnish particulars:

1.10 13 2-1-17 is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

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

FULL NAME: 150 x 1 1	<u> </u>	IDENTITY NUMBER		NAME OF STATE INSTITUTION
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2.2.	Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?	YES / NO
	· · · · · · · · · · · · · · · · · · ·	

- 2.3. 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?

3 DECLARATION

2.2.1.

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

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

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

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, 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 YE PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE. is company of them to have

NAME OF BIDDER	SIGNATURE	 "		POSITION -	DATE
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w holding the majority of the equity of an enterprise, atternatively, the personal having the deciding vote or power to influence or to direct the course and as of the onteroriso.

2 Joint venture or Consertium m on of persons for the purpose of combining their expertise, property, capital, offerts, akill and knowledge in an activity for the execution of a contract

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PURPOSE OF THE FORM ासिका । - सिंह

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The purpose of this document is to:

THE STREET t: 1 (I) : Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

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PURPOSE OF THE FORM

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cr. doct the E at . Ve i. The General Conditions of Contract will form part of all bid/quotation documents and may not be amended.

க்கிக்க வாழ்த்த கூற (Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the பாழ்த்த நடிப்படுக் A. The Proposition and Children and Co. General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail. and the could be in account. nam stea i alėn 10 o, 500 at

Definitions

s indicated: The following terms shall be interpreted as indicated:

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

A PARTY OF THE PAR "Contract" means the writtemagreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

"Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 11.7 · 1. 1.3.

"Contract price" means the price payable to the supplier under one supplier of supplier o

"Countervalling duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products 1.5.

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

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.

"Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding

1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

7.3

1.20. *Project site,* where applicable, means the place indicated in bidding documents.

'Purchaser' means the organization purchasing the goods. 1.21. 1.22. "Republic" means the Republic of South Africa.

1.23. "SCC" means the Special Conditions of Contract.

1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing. : 11.25. tings.
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Application Co. 1 2

1 1 1 to go Chilly 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. , n: 1

Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. 2.2.

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. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply. 2.3.

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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 bid. Where applicable a non-refundable fee for documents may be charged. 10.00

Carv annie () T 3.2. With Certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

** STANDARD QUOTATION DOCUMENT FOR QUOTATIONS ABOVE R2 000.01

WITES

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Standards Standards Standards mentioned in the bidding documents and specifications. TNNTIONS OF CONTRACT CONTR

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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, description of the companies of information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be

purposes of performing the contract.

5.3 ***Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to

was not also considerable purchaser on completion of the supplier's performance under the contract if sprequence by the purchaser. Author completion of the supplier's performance under the contract if sprequency by the purchaser. 13/4 at-43/5-4. BuilThe supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors elating to the performance of the supplied who is a supplied to the supplied with th appointed by the purchaser, if so required by the purchaser.

6 Patent rights but

6.1 : The supplier shall Indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use र प्रदेशक कुछ है है । इन्हें जिल्हा कर कर कर है । एक कर्म कर्म के किया किया किया है । 3 + 7,4 186 (2 15 500 of the goods or any part thereof by the purchaser. is not of the goods or any perconoccio, and a second or a second o

- Performance security : 50% ****

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. grandenti prasi de de
- 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. • his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an Irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8 inspections, tests and analyses
- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the
- 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.
- 95 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

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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.

habite and the packing mainting, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser. n inner two districts with the district of the second of t

Delivery and documents

10.1. Delivery and documents

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

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

Insurance

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

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• ments and fail 13.⊯ticaincidental services time of cultitated documents and information; inspection 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (*) * (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

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A 1.75 세 한 문 이 1996 . 4년): performance or supervision or maintenance end/or repair of the supplied goods, for a period of time agreed by the parties, 'provided that this service? 사이 제가 된 자기에 되었다. shall not relieve the supplier of any warranty obligations under this contract; and * prime entremenancy become ac-ተያለጉ ያን ነው እና ፣ እንደሚከት (e) it training of the purchaser's personnel, at the supplier's plant and/or on-site; in assembly estart-up, operation, maintenance, and/or repair of the jurchaser's personnel, at the supplier's plant and/or on-site; in assembly estart-up, operation, maintenance, and/or repair of the jurchaser's personnel, at the supplier's plant and/or on-site; in assembly estart-up, operation, maintenance, and/or repair of the jurchaser's personnel, at the supplier's plant and/or on-site; in assembly estart-up, operation, maintenance, and/or repair of the purchaser's personnel, at the supplier's plant and/or on-site; in assembly estart-up, operation, maintenance, and/or repair of the purchaser's personnel, at the supplier's plant and/or on-site; in assembly estart-up, operation, maintenance, and/or repair of the purchaser's personnel, at the supplier's plant and/or on-site; in assembly estart-up, operation, and other purchaser's personnel at the supplier's plant and of the purchaser's personnel at the supplier's plant and other purchaser's personnel at the supplier's الركانية والأعلانية المنافقة والمنافقة والمنا

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Spare parts

14 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information penalining to spare parts manufactured or distributed by the supplier: Star by the

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any walkanity in the supplier. -A) 11 n eine Proposition ander Proposition and the same to obligations under the contract; and
- (b) in the event of termination of production of the spare parts: 11
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and: *** i **. ***
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested: 🐠 🕟 🔻

15 Warranty

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- 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
- 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.
- 153 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 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.

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The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 16.1.

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- 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 invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

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- 17 1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18 Contract amendments
- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19
- 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. 19.1.
- 20
- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not atready 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.

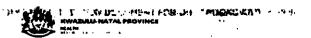
 Delays in the supplier's performance
- 21
- Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the 21.1.
- If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods. as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 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.
- authority.

 21,4. ter The right is reserved to produce outside of the contract small quantities or to have minor essential services executed if an emergency arises, the chiral have been a serviced as a serviced are not readily available. * ** Supplier sipplift of supply is not situated at or near the place where the supplies are required, of the supplier's services are not readily available.** 4 . 61, --

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

22.1 m Subject to GCC-Clause 25; if the supplier falls to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, etc. mind the purchases etail; without prejudice to its other remedies under the contract, deduct from the contract price, as a penelty, a sum celculated on the contract from the contract price, as a penelty, a sum celculated on the contract from the contract price, as a penelty, a sum celculated on the contract from the contract price, as a penelty, a sum celculated on the contract price and price of the delay of the del

23 Termination for default

- 23.1. The purchaser; without projudice to any other remedy for breach of contract, by written notice of delayit sent to the supplier, may terminate this contract in whole or in peri:
 - (a) 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 fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in cognetting for or in executing the contract.
- 23.2 In the event, the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser,
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24 Anti-dumping and countervalling 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 amount whichmay be due to him.
- 25 Force Majeure
- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force maleure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26 Termination for Insolvency
- The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise inspirent, 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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nt to differ. A. 27 Aurorith after thirty (30) days, the parties have falled to resolve this religione or difference by such mutual consultation, then either the purchaser or, the supplier is not in 1824 Aurorith and the purchaser or, the supplier is not in 1824 Aurorith and the purchaser or the supplier is not in 1824 Aurorith and the purchaser or the supplier is not in 1824 Aurorith and the purchaser or the supplier is not in 1824 Aurorith and the purchaser or the supplier is not in 1824 Aurorith and the purchaser or the supplier is not in 1824 Aurorith and the purchaser or the supplier is not in 1824 Aurorith and the purchaser or the supplier is not in 1824 Aurorith and the purchaser or the supplier is not in 1824 Aurorith and the purchaser or the supplier is not in 1824 Aurorith and the purchaser or the supplier is not in 1824 Aurorith and the purchaser or the supplier is not in 1824 Aurorith and the purchaser or the supplier is not in 1824 Aurorith and the purchaser of the supplier is not in 1824 Aurorith and the purchaser of the supplier is not in 1824 Aurorith and the supplier is ട് - മക്ഷത് 🛪 - PL/stidiatemay give motice to the other party of his intension to commence with mediation. No madlation in respect of this matter may be commenced unless such : ജിച്ചി,വലാ ശ്രീസ് - 🕊 notice is given to the other party.

Nil may here 1273, 1985 hould thrust be possible to settle aidispute by means of mediation, it may be settled fine Settly African count of law, even if the African business phononical the relation to plantin deltaire, alle grant. net feppele bliebereit

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

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

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

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* \$ (a), the supplier shall not be liable to the purchases whether in contact; fort, or otherwise; for any indirect or consequential loss or demagn, does of use the purchases whether in contact; fort, or otherwise; for any indirect or consequential loss or demagn, does of use the purchases whether in contact; for any indirect or consequential loss or demagn, does of use the purchases whether in contact; for any indirect or consequential loss or demagn, does not use the purchases whether in contact; for any indirect or consequential loss or demagn, does not use the purchases whether in contact; for any indirect or consequential loss or demagn, does not use the purchases whether in contact; for any indirect or consequential loss or demagn, does not use the purchases whether in contact; for any indirect or consequential loss or demagn, does not use the purchase whether in contact is the purchase whether in contact is the purchase whether in contact is the purchase whether it is not the purchase whether it is not the purchase whether it is not to be incorrect. - tilling loss of production; or loss of profits or interest costs provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and a supplier to pay penalties and a supplier to pay penalties. and/or damages to the purchaser; and

the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price; i.e. ** *a.:* and the Assessment of the Samuel Control of the (水分元素)。 provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be a significant specific and other documents pertaining to the contract that is exchanged by the parties shall also be a significant specific and other documents pertaining to the contract that is exchanged by the parties shall also be a significant specific and other documents pertaining to the contract that is exchanged by the parties shall also be a significant specific and other documents pertaining to the contract that is exchanged by the parties shall also be a significant specific and other documents pertaining to the contract that is exchanged by the parties shall also be a significant specific and other documents pertaining to the contract that is exchanged by the parties shall also be a significant specific and other documents pertaining to the contract that is exchanged by the parties shall also be a significant specific and other documents pertaining to the contract that is exchanged by the parties shall also be a significant specific and other documents pertaining to the contract that is exchanged by the parties shall also be a significant specific and other documents pertaining the specific and other documents pertaining the specific and other documents per a significant specific and other docume A Stroller agent eren S SECTION OF THE PARTY OF THE P

30 Applicable law

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

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- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of
- The time mentioned in the contract documents for performing any act after such aforesald notice has been given, shall be reckaned from the date of 31.2. posting of such notice.

32 Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.2.
- 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 oractices**

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- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has I 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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ા - નામાં ભારત કર્યાં છે. જે તેમ તેમ માત્ર કરાયા છે. તેમ તેમ માત્ર કરવા છે. જે કર્યાં છે. જે કર્યાં કર્યાં માત્ર - નામાં માત્ર કર્યાં માત્ર કર્યાં છે. જે તેમ તેમ માત્ર કરાયું કર્યાં છે. જે જે જે જે કર્યાં માત્ર કરવા કર્યાં મારે કર

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...1.1. Par 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. ரை நாகிறுந்த நடிக்கும் பிறிக்கும் பிறிக்கும் கொண்டிய நாகிய நாகி

: 2.1.... Bldders must advise the Department of Health (institution where the offer was submitted) should their address (domicilium citandi et executandi) details

3.27 3.27 This Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities. 👾 Perud Parrregarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or 🏅 😘 🥍 🐉 unit erroritas been made to Investigate the vendor's standing and ability to complete the supply/service setisfactority. " 💎 🔻

- *** 3.3 ** TALLI DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OF CARCELLATION OF THIS QUOTATION.

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

 3.5. Should a bidder become a VAT vendor efter award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
 - - . (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 • • 1 1 1 the bidder's risk:
 - " (ii) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof. i
 - 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.

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- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 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 verse 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.
- The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated. 4.3.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/ submit such information.
- 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.
- Quotations will be opened in public as soon as practicable after the closing time of quotation. 4.7.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 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 4.9. indication thereof must be stated on the schedules attached.

 About 1 4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

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 About 1 4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.
- 5. SPECIAL INSTRUCTIONS REG 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
- 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 the acceptance is the accepta
- 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 production number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope. It shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope. It shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope. It shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope. It shall be opened in the control of the quotation number ascertained, the envelope sealed and the quotation number written on the envelope. It shall be opened in the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
 - quotation will be considered.

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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.
 - ALLEGE TO BE TRAINED
- (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.

 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 The same of the sa

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7.1. Bliddes who fall 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 above.

(I)	The institution has determine	d that a	compulsor	y site meeting	will not	take pláce.
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(ii) Date:	-		· · · · · · · · · · · · · · · · · · ·		<u> </u>	FEAUE.				<u> </u>
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Institution Stamp:,,,:	a	÷ . • .	Total Sain 4	1 14	Institution Site	e Inspection / I	briefing session	Official:	, v is 3.	12 VA3
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STATEMENT OF SUPPLIES AND SERVICES 8.

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.

TAX COMPLIANCE REQUIREMENTS 10

- 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.

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- A tax involce shall be in the currency of the Republic of South Africa and shall contain the following particulars: 11.1.
 - (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

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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. .

... ١,, A 15 16 31 16 ARE A SUBSTITUTE ASSESSMENT AND 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/enfail of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if '' en 97 deemed necessary; the institution may extend the service providers time for performance. The institution may extend the service providers time for performance.

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

(13/h) if the supplier talls to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchasef shall, without the contract, the purchasef shall, without the contract price, as a penalty, a sum calculated on the delivered price of the delayed were to see the contract price, as a penalty, a sum calculated on the delivered price of the delayed were to see the contract price. is thick goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. We will be too where

interpretation of the Regn 9 min 3 Page 10 of 13 Responsis

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- (i) if the supplier falls 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.

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 of 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.

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1 cut ancepting with such supplier from doing business with the public sector for a period oot exceeding 10 years.

10 cut ancepting with such supplier from doing business with the public sector for a period oot exceeding 10 years.

11 15 Nive THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

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NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN 4 يترفيع شراء فيراجه حائد والأر ***: RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022 A CONTROL OF THE PROPERTY OF T

GENERAL CONDITIONS The state of the s 1. GENERAL CONDITIONS

Add at no set a 4,1,1 de The following preference point systems are applicable to invitations to tender: (%) (%)

The state of the s

1,2. The applicable preference point system for this tender is the 80/20 preference point system. in the field of the same

Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for: 1.3. ALTERNATION OF THE PARTY OF THE

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(a) Price; and

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1.4.

The maximum points for this tender are allocated as follows:

		POINTS]
PRICE	1 1	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 timited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

Ps = 80 (1)

POINTS AWARDED FOR PRICE 3.1.

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

OR

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90/10

90/10

Pmax

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Where

= Points scored for price of tender under consideration

Pt = ' Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT Tradebilly servery ment to

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5 March 12501 12

POINTS AWARDED FOR PRICE

46.5

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A maximum of 80 or 90 points is allocated for price on the following basis: 80/20

$$^{1} Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

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Rs 🔩 = Points scored for price of tender under consideration

Pt : Price of tender under consideration of the first in the second Stance Price of highest acceptable tenders at a terror of a section

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Pt-Pmax

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Ps = 90 (1+

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230 6.1

POINTS AWARDED FOR SPECIFIC GOALS

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The purposes of this 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 g I genalen mallitheriff. without the proof documentation stated in the conditions of this tender. I have be to make the best different the grant for the wind Talls and hand the in cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of-12

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

acceptable tender will be used to determine the applicable preference point system; or acceptable tender will be used to determine the applicable preference point system; or acceptable tender will be used to determine the applicable preference point system.

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recommendation and appropriate the contract of things of the table 1: Specific goals for the tender and points claimed are indicated per the table below, where the k ... 14 iet mit. Frienderen: The <u>tendorer</u> must indicate <u>how</u> they claim points for each preference point system." 1 19. 10. 14 ٠.

The spec	ific goal/s allocated points in terms of this to	ender	Number of points allocated (80/20 system)	Number of points claimed (80/20 is system)
Promotion of South African owned enterprises		The state of the s	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM (tick applicable box)

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close consoration
- Public Company
- Personal Liability Company
- (Pty) Limited

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4.6.

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- Non-Profit Company
- ri 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:

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

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

TYPE OF SERVICE : REFRIGERATION ... REF : R/CFM

SCHEDULE FOR : MORTUARY CABINETS - MAJOR SERVICE CODE : RCFM2-002A

SCHEDULE FREQUENCY :

OFFINANCE PROMINER		T-1	ODDED W
INSTALLATION NAME	:		REF :

SERV	CRUER No.:										
P.M. S	SERVICE		RUNNING REPAIRS (Apply for V.O. as Applic	able)				OTHER REPAIRS R			
ITEM	INSTRUCTION: CHECK, ADJUST, CLEAN AS REQUIRED	IN ORDER	OTHER NON-SPECIFIED RUNNING REPAIRS DONE	TIME	DESCRIPTION OF SPARES USED	QUA EX SITE STOCK	NTITY EX FIRMS STOCK	DESCRIPTION OF OTHER REPAIRS REQUIRED	EST. TIME REQ.	DESCRIPTION OF SPARES REQUIRED	QTY REQ
1.	Check for undue noise or vibration										
2.	Check for loose components									·	
3.	Check for oil/refrigerant leaks						4				
4.	Check refrigerant level					_					
5.	Check that the refrigerant is dry										
6.	Check condenser fan and fan motor bearings as applicable										
7.	Check all operating controls for correct operation										
8.	Check and note compressor suction/discharge pressures		·								
9.	Check and note compressor motor amperages										
10.	Clean condenser coil with proprietary coil cleaner										
11.	Bring LP down and check that LP cut-out trips at correct pressure. Re-set if necessary. Note setting										
12.	Do meg-ohm test for compressor motor windings and not readings										
13.	Bring HP up and check HP cut-out trips at correct pressure. Re-set if necessary. Note setting										

ZNT2234-55G: 2010-2013

P.M. SERVICE			RUNNING REPAIRS (Apply for V.O. as Application		OTHER REPAIRS REQUIRED SUBMIT QUOTATION						
ITEM	INSTRUCTION: CHECK, IN ADJUST, CLEAN AS REQUIRED ORDER		OTHER NON-SPECIFIED T RUNNING REPAIRS DONE T		DESCRIPTION OF SPARES USED	QUANTITY EX EX SITE FIRMS STOCK STOCK		OTHER REPAIRS RMS REQUIRED		DESCRIPTION OF SPARES REQUIRED	QTY REQ
14.	Clean plant and plantroom/area			,	•						
1'5.	Check evaporator, evaporator fan and motor for correct operation										
16.	Clean evaporator coil with proprietary coil cleaner										
17.	Check DX valve for correct operation										
18.	Check door seals, door catch mechanism, for correct operation										
19.	Check door hinges for wear and deterioration										
20.	Check tray rollers and supports, cabinet cladding										
21.	Tighten all electrical terminals								ľ		
22.	Treat rust and corrosion, touch up with paint								-		
23.	Check calibration of dial thermometer. Recalibrate if necessary								,		
24.	Check and note cabinet temperature. Adjust if necessary										
25.	Clean condensate drain										

CENTICE WAS CARRIED OUT	OFFICIAL STAMP:
SIGNATURE:	
NAME OF SERVICEMAN (BLOCK LETTERS):	
NAME/S OF ASSISTANT/S: SEMI SKILLED:	- ON
NAME/S OF ASSISTANT/S: UNSKILLED:	NAME OF RESPONSIBLE OFFICIAL ON
COMPANY NAME (BLOCK LETTERS): DATE:	SITE: SIGNATURE:
TIME IN: KM: TOTAL KM	VI:
FROM: TO:	

ACA

ACA11-002A

REF

CODE :

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

TYPE OF	SERVICE
SCHEDU	LE FOR
SCHEDU	LE FREQL

AIR CONDITIONING SPLIT AND PACKAGED UNITS - MAJOR SERVICE

REF ORDER No. :

SCHEDULE FREQUENCY INSTALLATION NAME

	LATION NAME CE PROVIDER :					1,	OTHER	REPAIRS REQUITED TO THE REPAIRS REPAIR			T
P.M. SERVICE			RUNNING REPAIRS (Apply for V.O. as Appl	licable)	DESCRIPTION OF	QTY:	ατγ.	DESCRIPTION OF OTHER REPAIRS	TIME	DESCRIPTION OF SPARES REQUIRED	RE
	WOTPHCTION: CHECK, ADJUST,		- W ADSCISIED	1 1	DESCRIPTION OF SPARES USED	EX	EX FIRMS STOCK	REQUIRED	REQ.		+
TEM I	CLEAN AS REQUIRED			 		1			-		+
-	Check for undue noise or vibration	1		-	-	1					+
╼╼┼	Check sight glasses for refrigeration condition and correct level			-	-	+	+		+		+
3.	Test for oil/refrigerant leaks	-	-	+		-	+	+	工		+
4.	Check suction line Insulation	+	+	1		-	+-		1		+
5.	Check and clean filters and seals	+	+		1	-	+-		1		+
6.	Replace drive belts	+	+					-	+		
7.	Check that belt guard is in place and secure	<u> </u>	+	+-					+	-	\neg
8.	Check that condensate flows through drain piping	1		+							
9.	Check and note compressor suction/discharge pressures										

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CERTIFY, TH	AT THE SPECIFIED SEI	RVICE WAS C	ARRIED OUT	٠.		•	OFFICIAL STAMP:
NAME OF SER	RVICEMAN (BLOCK LE						
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PROVINCE OF KWAZULU-NATAL DEPARTMENT OF PUBLIC WORKS PREVENTIVE MAINTENANCE SCHEDULE

TYPE OF SERVICE

: REFRIGERATION

SCHEDULE FOR : SCHEDULE FREQUENCY :

: COLD ROOMS, FREEZER ROOMS - MAJOR SERVICE

REF : R/CFM

CODE: RCFM1-002A

	EDULE FREQUENCY :		-			 -		REF :			
SERV	ICE PROVIDER :	•						ORDER N	0.:		
	BERVICE		RUNNING REPAIRS (Apply for V.O. as Applic	able)				OTHER REPAIRS REQUIRED SUBMIT QUOTATION			
ITEM	INSTRUCTION: CHECK, ADJUST, CLEAN AS REQUIRED OR		OTHER NON-SPECIFIED RUNNING REPAIRS DONE	TAKEN	DESCRIPTION OF SPARES USED	QUANTITY EX EX SITE FIRMS STOCK STOCK		DESCRIPTION OF OTHER REPAIRS REQUIRED	EST. TIME REQ.	SPARES REQUIRED	QTY
1.	Check for undue noise or vibration					3.00.	<u> </u>				+
2.	Check for loose components										
3.	Test for oil/refrigerant leaks			-		<u> </u>	-		_		
4.	Check compressor oil level. (Where applicable) Top up as required										
5.	Check for correct refrigerant level										+
6.	Check that the refrigerant is dry										+
7.	Replace belt drive, realign pulley and adjust belt tension						<u> </u>				
8. 	Check condenser fan and fan motor bearings as applicable				-						+
9.	Check all operating controls for correct operation										
10.	Check and note compressor suction/discharge pressures. Test compressor efficiency										
11.	Check and note compressor motor amperages										
12.	Check that belt guard is in place and secure										
13.	Clean condenser coil with proprietary cleaner										

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ı	20	Check DX valve superheat setting	
	30.	Ollege DV Colored	

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P.M. SE	O UEOK		RUNNING REPAIRS (Apply for V.O. as Applica OTHER NON-SPECIFIED RUNNING REPAIRS DONE	bie) TIME TAKEN	DESCRIPTION OF SPARES USED	QUAN EX SITE STOCK	TITY EX FIRMS	OTHER REPAIRS REQU SUBMIT QUOTATION DESCRIPTION OF OTHER REPAIRS REQUIRED	_===	DESCRIPTION OF SPARES REQUIRED	QTY REQ
31.	Check cold/freezer room walls, floors, ceiling for deterioration, ice build up								 		
32.	Check door hinges for wear and deterioration										1
33.	Clean and remove loose paint and scale and repaint as required	T					 		+		
34.	Check and clean condensate drain	 		1							
35.	Check shelving, meat rails				212			OFFICIAL S	TAMP	•	

34.	Check and clean const				}					
35.	Check shelving, meat				<u> </u>				OFFICIAL STAMP:	
NA	RTIFY THAT THE	AN (BLOCK L	ETTERS):	AS CARRIED O	UT	SIGNATI	JRE:			
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