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Mthethwa Bilo - ?



KZN HEALTH

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AdvertQuote

HEALTH REPUBLIC OF SOUTH AFRICA	Quotation Advert
Opening Date:	2021-08-05
Closing Date:	2021-08-12
Closing Time:	11:00
NSTITUTION DETAILS	
nstitution Name:	Catherine Booth hospital
Province:	KwaZulu-Natał
Department or Entity:	Department of Health
Division or section:	Central Supply Chain Management
Place where goods / services is required	MAINTENANCE
Date Submitted	2021-08-05
TEM CATEGORY AND DETAILS	Comments of the Comment of the Comme
Quotation Number:	ZNQ: CBH0120/22
tem Category:	Services
tem Description:	ENTRANCE DOOR REPAIR X 03
Quantity (if supplies)	03
COMPULSORY BRIEFING SESSION /	SITE VISIT
Select Type:	Not Applicable
Date :	
Time:	
/enue:	Allementuris (1) or a company of the property
QUOTES CAN BE COLLECTED FROM:	CATHERINE BOOTH HOSPITAL - SCM
QUOTES SHOULD BE DELIVERED TO:	CATHERINE BOOTH HOSPITAL TENDER BOX -NEXT TO ADMIN BLOCK
ENQUIRIES REGARDING THE ADVER	RT MAY BE DIRECTED TO:
łame:	T.B. MTHETHWA
Email:	bilo.mthethwa@kznhealth.gov.za
	A service and the service and

Finance Manager Name:

Finance Manager Signature:

O.N. DLUDLA

No late quotes will be considered

STANDARD QUOTE DOCUMENTATION SUPPLY CHAIN MANAGEMENT OVER R30 000.00 YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: Catherine Booth Hospital DATE ADVERTISED:......05/08/2021 FACSIMILE NUMBER: 035 474 7619 E-MAIL ADDRESS: nompelelo.zulu@kznhealth.gov.za PHYSICAL ADDRESS: KwaKhoza Reserve Salvation Army, Amatikulu ;3801 ZNQ NUMBER: CBH0120/22 DESCRIPTION: REPAIRS TO ENTRANCE DOOR X3 CONTRACT PERIOD ONCE-OFF VALIDITY PERIOD 60 Days SARS PIN..... (if applicable) CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. UNIQUE REGISTRATION REFERENCE DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS) CATHERINE BOOTH HOSPITAL NEAR ADMIN OFFICES OR E-MAIL TO: nompelelo.zulu@kznhealth.gov.za(fax to e-mail: 0862480976) Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration. The quote box is open from 08:00 to 15:30. ALL QUOTES MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RE-TYPED) THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO WILL RESULT IN YOUR QUOTE BEING DISQUALIFIED) NAME OF BIDDER POSTAL ADDRESS STREET ADDRESS CELLPHONE NUMBER E-MAIL ADDRESS

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

VAT REGISTRATION NUMBER (If VAT vendor)

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

YES NO

OFFICIAL P	RICE PAGE	FOR QUOTATIONS	ZNQ NUMBE	R:	ni,ariyariyanan	ii N
DESCRIPTION	ON:			******	(),,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
SIGNATURE (By signing t	E OF BIDDEF his documen	R	DATE		•••••	
CAPACITY I	JNDER WHI	CH THIS QUOTE IS SIGNED	•••••••••••	***************************************	************	*************
Item No	Quantity	Description	Brand &	Country of	Price	
			model	manufacture	R	С
1	3	REPAIRS TO EXISTING ENTRANCE DOORS				
		THE HOSPITAL MAIN PHARMACY SECURIT	Ý			
		DOOR LOCK BROKEN SIDE ENTRY DOORS A	ND			
		SECURITY GATE DILAPIDATED CIDB				
<u> </u>	ļ	CERTIFIED GB-1.SEE ATTACHED INSTRUCTION	NS.			
		REMOVING AND REPLACING DOOR TO BE SAME	DAY			
<u> </u>						
						\top
						_
		NB:PLEASE ATTACH COPY OF SUPPLIER DETAILS	-CSD			***************************************
····		WITH SUPPLIER NR & UNIQUE REGISTRATION NR(IF				
		2.DECLERATION OF INTEREST FORM MUST BE FI				
	 	COMPLETED				
	 					_
						_
					-	
	†					_
VALUE AD	L DED TAX @	15% (Only if VAT Vendor)				
		RICE (VALIDITY PERIOD 60 Days)				_
TOTAL 40	- CITATION I	WOL (FACIOIT 1 ERROR W Days)				
Does This O	ffer Comply V	Vith The Specification? Does The Article	Conform To The S.A	A.N.S. / S.A.B.S. Specifi	cation?	
Is The Price			eriod E.G. E.G. 1day		oddorri	
r						
	••					
Enquiries i	regarding th	e <u>quote</u> may be directed to:	rion rogardina ta-b	nigal information	hadbe-4-4	4.0.
Contact Per	rson: Mr. Ti	3 Mthethwa ⊤el:0354748407	-	nical information may		
		nthethwa@kznhealth.gov.za Conta	ct Person: Mr Kri	ugerTel:Q	35,4747	840:



Kwa Khoza Reserve, Amatikulu, 3801-Private Bag X105, Amatikulu, 3801-Tel: 035 – 474 8402 Fax: 086 597 8284 Email: anton krugei@kznhealth gov za www.kznhealth.gov.za

CATHERINE BOOTH HOS

Maintenance Departmen

Comments and the comments of t		Reference i	number:	
		Date:	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
		į.	-1 -1 -2 /	
Specification:		8	Š	
Repairs to existing entrance doors at hospital main	n pharmacy		1	
Reriod of the work:				
Two (2) weeks from receiving the official order				
			*	
Scope of the work:		i	1	
Remove and replace existing security door lock at		acy in the OPD v	vaiting area.	
Remove and replace existing security bugglar gate).	1 S		
Remove and replace existing wooden entrance do	ors and replace with so	lid wooden doo	\$.	
Removing and replacing doors and security doors	to be done in one (1) d	ay to ensure saf	ety of building.	•
<u>*</u>				
Description of the work:				
,\(\)				
Description	Unit	Qtv	Rate	Amount

Description Pharmacy security entrance door into the OPD waiting area Remove the existing security door lock and prepare to install new lock set Install new lock set

Repair the key holes and install cover, same as on inside the door.

Sand down the door and paint to colour identified by pharmacy manager.

Supply 3 x keys for the security door

Remove existing dilapidated entrance doors and replace with solid heavy duty meranti doors.

Paint the doors with weather treat varnish.

Remove the broken expanding type burglar gate.

Install stam lock type security gate with guide rails at the bottom and top of the gate for stability.

Ensure doors and locks can be securely closed and locked as medicine are kept inside the department

Removing and replacing doors and security doors to be

Removing and replacing doors and security doors to be done in one (1) day to ensure safety of building.

Conditions of the work:

Total

Service/ repair/ installation, instructions to all contractors.

The Appointed contractors shall report to the Maintenance department for instructions, before starting with the requested work. Site hand over and work completion certificates to be completed before leaving the hospital.

Installed and repaired equipment and spares.

Contractor signature:	Date:
Signed as read and understood	

1

Kwa Khoza Reserve, Amatikulu, 3801 Private Bag X105, Amatikulu, 3801 Tel: 035 – 474 8402 Fax: 086 597 8284 Email: anton Kanada Reserveda Reserveda

CATHERINE BOOTH HOSPITA

Maintenance Departmen

All Items installed shall have a 12 months guarantee, and it is the contractor's responsibility to negotiate the required terms with his/ hers suppliers. The contractor shall make good on all defects due to inferior products/ materials or workmanship. All repaired items shall have a 6months guarantee, and it is the contractor's responsibility to negotiate the required terms with his suppliers. The contractor shall make good on all defects due to inferior products/ materials or workmanship.

<u>Üneconomical repairs or broken equipment</u>

Where requested and discussed with the contractor, a detailed report for condemning shall be issued to the hospital.

Qualifications of contractors and staff.

Only qualified and certified artisans and technicians to do work.

Proof of qualifications to be attached to quotations.

Only persons with training or experience to work on requested equipment.

Qualification documents to be attached to service schedules, before payments will be done

Contractors working on medical gasses and plants shall have certified copy of a valid certification card from Department of Labour authorizing to work on medical gasses.

Measurements

The appointed contractor shall do own measurements. Estimated measurements are provided on specification. Correct measurements is the responsibility of the contractor

CIDB certification

All contractors quoting on services and repairs shall have a CIDB rating as requested on the NSI Brove of registration to be included on quotation documents.

OCHASA

The occupational health and safety act 85 off 1993 shall be adhered to at all times while working on Government property Contractors working on the hospital premises shall adhere to all national building regulations at all times.

The contractor shall have a competent person on site at all times.

Contractor to have an up to date safety file onsite during working period.

Contractor to ensure all staff have the required safety equipment on site.

Contractor staff shall wear PPE at all times.

The Hospital Safety officer will do inspections while the contractor is onsite.

Injuries on the hospital/ clinic premises.

Contractors are responsible for accounts of staff that are/ were treated by the hospital, while working on state premises. Contractor shall include to quotations, certified proof of registration to the workman's compensating commissioner.

Quality of materials

All materials and equipment shall be SABS approved.

All materials shall be approved by the registered manufacturer of equipment.

All building regulations and preambles to all trades shall have reference to work.

The hospital reserves the right to approve or reject all materials supplied or used at the hospital and clinics.

Interior materials will not be accepted and the contractor shall replace at his own cost.

Pricing of repairs or maintenance

Contractor to provide a detailed list of materials and spares with market related prices, on quotations and invoices. Markup on pricing to be at ±20%

Payment for services rendered.

The hospital reserves the right to do a final inspection of the service, repair or installation, and after accepting the work, payments will be processed.

Contractor signature:	,(2)	Date:	
Signed as read and understood	W		



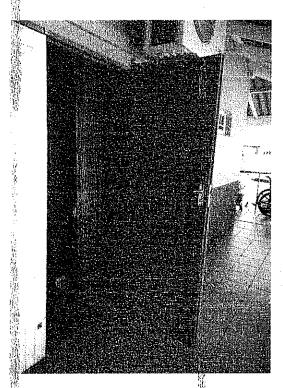
Kwa Khoza Reserve, Amatikulu, 3801 -Private Bag X105. Amatikulu, 3801 Tel: 035 - 474 8402 Fax: 086 597 8284 Email: anton kruger@kznhealth gov.za www.kznhealth.gov.za

CATHERINE BOOT

A. Kruger. Artisan Chief. Çatherine Booth Hospital.

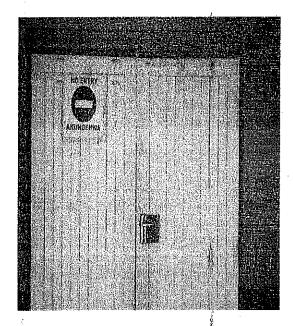
1100年

Entrance doors at hospital main pharmacy

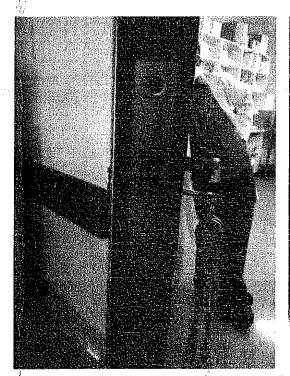




Main pharmacy entrance door on the OPD veranda

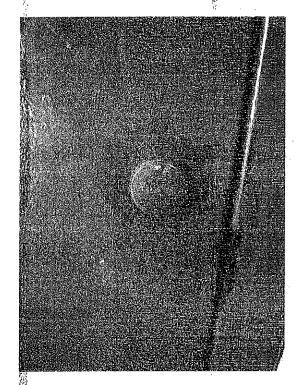


Entrance doors at hospital main pharmacy





Hospital main pharmacy security entrance door into OPD waiting area.





1,620 x 2044 MM?

2) Replant Security Buler gate with strong sham love - guard Pails Top and Bottong) Replant Doors - Soil wood doors.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a

- - 2.	employed by the state, or to declare his/her position in relative bidder is employed by the legal person on whose evaluation and or adjudication whose behalf the declar	view of possible allegations of favor persons connected with or related tion to the evaluating/adjudicating a he state; and/or behalf the bidding document is sign tion of the quote(s), or where it is kn ant acts and persons who are invol-	to ther authori gned, I nown t ved wi	n, it is required that by where- nas a relationship wi hat such a relationsh th the evaluation and	the bidder or his/he th persons/a person tip exists between the or adjudication of the	r authorised representative who are/is involved in the ne person or persons for or ne quote.
				,	,	
2.2.	Identity Number: Position occupied in the Com	pany (director, trustee, shareholder	2.5,	Company Registra Tax Reference Nur VAT Registration N	nber:	*******
2.7.	The names of all directors / to employee / persal numbers n	rustees / shareholders / members, nust be indicated in paragraph 3 bet	their in low.	dividual identity num		numbers and, if applicable, TICK APPLICABLE]
2:8.1	Are you or any person conne .If so, furnish the following par	cted with the bidder presently emplo ticulars:	oyed b	•		YES NO
	Name of person / director / tru Name of etato institution at wh	stee / shareholder/ member: ich you or the person connected to	the bi	dar is sandound:		*************************
	Position occupied in the state:	institution:	me ox	ader is employed: Anv other nartic	ılarsı	(* (*)) (((*) (*)) (*))))
2.8,2	!. If you are presently employ	ed by the state, did you obtain the	approg	riate authority to und	lertake remunerative	work outside employment
	in the public sector?			-		YES NO
		of of such authority to the quote doc				1 120 110
	ailure to submit proof of such	authority, where applicable, may re-	sult in	the disqualification o	f the quote.)	
2.8.2	Z. If no, lumish rea	sons for non-submission of such pr ny of the company's directors / trust	:100	horoholdoro I momb	ara or thair an augus	andred by alaman with the
2.3.	state in the previous twelve m		16621	anarenoiders / memo	ers or their spouses	,
2.9.1						YES NO
2.10.	Do you, or any person conne	cted with the bidder, have any relati	onship	(family, friend, other) with a person emp	loyed by the state and who
	may be involved with the eval	luation and or adjudication of this qu	uote?			YES NO
2.10.	 If so, furnish particulars: 					
	employed by the state who m	cted with the bidder, aware of any ray be involved with the evaluation a	and or	adjudication of this q	uote?	ther bidder and any person YES NO
2.12.	Do you or any of the directors	/ trustees / shareholders / members	of the	company have any i	nterest in any other	related companies whether
	or not they are bidding for this	s contract?			•	YES NO
2.12.	 If so, furnish particulars: 	***************************************		*************************	**********	<u> </u>
3.	Full details of directors / trus	stees / members / shareholders.				
	The Department Of Health will to ensure that their details are	ll validate details of directors / trus e up-to-date and verified on CSD. I d over as non-compliant according l	f the C	Department cannot v	alidate the informat	ion on CSD, the guote will
4	DECLARATION					
	HE UNDERSIGNED (NAM NISHED IN PARAGRAPH	ſE) ŧS 2.			CERTIFY THAT	THE INFORMATION
	CEPT THAT THE STATE VE TO BE FALSE.	MAY REJECT THE QUOTE (OR A	CT AGAINST ME	SHOULD THIS	DECLARATION
						•
	e of bidder	Signature		osition	Date	***************************************
19.01-1	• maana					
1ºState a) b)		ent, national or provincial public entity or eaning of the Public Finance Management	c) d) e)	provincial legislature; national Assembly or the Parliament.	national Council of provi	nces; or
•		nares in the company and is actively involved	d in the	management of the enterp	rise or business and exe	rcises control over the enterprise.

SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

1. AMENDMENT OF CONTRACT

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

2. CHANGE OF ADDRESS

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

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotation submitted must be complete in all respects.
- 4.5. Any alteration made by the bidder must be initialled.
- 4.6. Use of correcting fluid is prohibited
- 4.7. Quotation will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.

- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

6. SAMPLES

- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
- (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
- (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. Samples must be made available when requested in writing or if stipulated on the document.
- (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

7.1.	Bidders who fail to attend the compulsory meeting will be disqu	alified from the evaluation process.
(i) (ii)	The institution has determined that a compulsory site meeting Date	take place
Institu	ution Stamp:	Institution Site Inspection / briefing session Official
		Full Name:
		Signature:
		Date:

8. STATEMENT OF SUPPLIES AND SERVICES

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

9. SUBMISSION AND COMPLETION OF SBD 6.1

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

10. TAX COMPLIANCE REQUIREMENTS

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

11. TAX INVOICE

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

12. PATENT RIGHTS

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

13. PENALTIES

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 13.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

14. TERMINATION FOR DEFAULT

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
- (ii) If the supplier fails to perform any other obligation(s) under the contract; or
- (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 15. FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all quotes:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this quote shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this quote is allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Ps

= Points scored for price of bid under consideration

Pt

Price of bid under consideration

Pmin

Price of lowest acceptable bid

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

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

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

E	חום	DECL	ΛD	ATION

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

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

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

EME √	QSE √
	EME V

9.	DECLARATION WITH REGARD TO COMPANY/FIRM					
9.1	Name of company/firm:					
9.2	VAT registration number:					
9.3	Compa	Company registration number:				
9,4	TYPE	OF COMPANY/ FIRM [TICK APPLICABLE BOX]				
		Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation Company (Pty) Limited	-			
9.5	DESC	RIBE PRINCIPAL BUSINESS ACTIVITIES				
9.6	COMP	ANY CLASSIFICATION [TICK APPLICABLE BO	X			
		Manufacturer Supplier Professional service provider Other service providers, e.g. transporter, etc.				
9.7	Total n	umber of years the company/firm has been in bu	siness:			
9.8	I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based or the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm fo the preference(s) shown and I / we acknowledge that:					
	i) Ti	i) The information furnished is true and correct;				
	ii) T	ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;				
		iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;				
		claimed or obtained on a fraudulent basis or any of the conditions of contraction to any other remedy it may have –				
	(a)	disqualify the person from the bidding process				
	(b)	recover costs, losses or damages it has incurre	ed or suffered as a result of that person's conduct;			
	(c)	cancel the contract and claim any damages warrangements due to such cancellation;	hich it has suffered as a result of having to make less favourable			
	(d)	who acted on a fraudulent basis, be restricted	chareholders and directors, or only the shareholders and directors by the National Treasury from obtaining business from any organ after the audi alteram partem (hear the other side) rule has been			
	(e)	forward the matter for criminal prosecution.				
	WITN	ESSES	SIGNATURE(S) OF BIDDERS(S)			
	1	•••••••	DATE:			
	2		ADDRESS			