



health  
Department:  
Health  
PROVINCE OF KWAZULU-NATAL

## Quotation Advert

**Opening Date:** 2021 / 08 / 03  
**Closing Date:** 2021 / 08 / 10  
**Closing Time:** 11:00

### INSTITUTION DETAILS

**Institution Name:** RK Khan hospital  
**Province:** KwaZulu-Natal  
**Department or Entity:** Department of Health  
**Division or Section:** Supply Chain Management  
**Place where goods / Services is required** R.K KHAN HOSPITAL  
**Date Submitted** 2021 / 08 / 03

### ITEM CATEGORY AND DETAILS

**Quotation Number:** ZNQ: 361 / 21-22  
**Item Category:** Goods  
**Item Description:** ENT INSTRUMENTS  
SINO-NASAL SURGERY  
SET

**Quantity (if supplies)** 01 UNIT

### COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Select...

**Date :**

**Time:**

**Venue:**

QUOTES CAN BE COLLECTED FROM:

FORMS MUST BE PRINTED ON-LINE/WEBSITE ONLY.

QUOTES SHOULD BE DELIVERED TO:

COMPLETE QUOTATIONS CAN BE DROPPED OFF

IN THE TENDER BOX, R K KHAN HOSPITAL .

Name:

Mrs M Khumalo

Email:

[maud.khumalo@kznhealth.gov.za](mailto:maud.khumalo@kznhealth.gov.za)

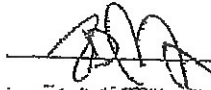
Contact Number:

031 459 6300

Finance Manager Name:

MRIDMYEZA

Finance Manager Signature:



No late quotes will be considered





**PROVINCE OF KWAZULU-NATAL**

**DEPARTMENT OF HEALTH**

**HEALTH TECHNOLOGY SERVICES  
(H.T.S)**

**SPECIFICATION FOR:**

**UMDNS: 17662**

**ENT INSTRUMENTS - SINO-NASAL SURGERY SET**

**SPECIFICATION: H.T.S. – NO. S3 (SURGICAL)**

NO	SPECIFICATION	STATE YES OR NO
Clause G1	<b>GUARANTEE:</b> All Equipment, Materials and Workmanship provided under this Contract must be Guaranteed for a minimum period of twelve (12) Months. The successful Tenderer must arrange with both the respective Hospital / Institution and the Health Technology Unit – Clinical Engineering before Commissioning the Equipment at the respective Hospital / Institution. The Tenderer to note that the Guarantee period must only take effect upon successful Commissioning at the respective Hospital / Institution and successful test and acceptance by the Health Technology Unit – Clinical Engineering. All costs must be covered in the guarantee.	
Clause G2	State the Guarantee Period.	
Clause G3	Tenderers must offer the Health Technology Unit – Clinical Engineering's In House Technicians a demonstration of the product, which will enable the Health Technology Unit – Clinical Engineering's In House Technicians to become acquainted with the Equipment.	
Clause G4	Preference may be given to a make and model that had been technically evaluated by the Health Technology Unit – Clinical Engineering.	

*Tenderer to Sign and Date every Page*

SPECIFICATION: H.T.S – S3 (SURGICAL)

REVISED: 19/07/2013

Page 1 of 8

<b>Clause G5</b>	<b>SERVICING:</b> The Tenderer must state if they have their own service and repair facility in KwaZulu-Natal to service, repair and calibrate the Equipment tendered on.	
<b>Clause G6</b>	Tenderer's must have an established service and repair facility in the Province of KwaZulu-Natal. If the service is subcontracted to a local service agent, a signed copy of the letter of appointment by the tenderer and acceptance by the subcontractor must be submitted with the tender / quotation.	
<b>Clause G7</b>	Supply the Name, Address and Telephone Number/s of the Service Department.	
<b>Clause G8</b>	State if the Technician(s) are in the direct employ of the tenderer.	
<b>Clause G9</b>	The tenderer must state how many Technicians they have permanently working in KwaZulu-Natal and their names and contact Telephone Number/s must be listed.	
<b>Clause G10</b>	The Tenderer must Guarantee that no additional Equipment will be required for the successful operation of the Equipment Tendered for on delivery and commissioning at the customers site. A starter pack of all essential accessories and disposables must be supplied so that the unit can be put into immediate operation. The cost of the starter pack must be included in the tender price.	
<b>Clause G11</b>	Optional accessories must be Tendered for separately on the Quotation Schedule found at the end of this Technical specification, indicating Prices etc.	
<b>Clause G12</b>	Tenderers must state the period of time for delivery of Spare parts following the receipt of an official order, e.g. 1 day, 2 days etc.	
<b>Clause G13</b>	If the complete range of Spares is not kept in KwaZulu-Natal, state where these are available in the R.S.A.	
<b>Clause G14</b>	Spares will be available for _____ years.	
<b>Clause G15</b>	<b>The successful tenderer must include in their offer at no extra cost to the final tender price:</b> Complete Operation/Maintenance Manual x 2 (two) Book/File or CD copies in English Language.	
<b>Clause G16</b>	Tenderer must quote on the latest model and Technology available.	
<b>Clause G17</b>	How long has your Company been the Agent for this type of Equipment?	
<b>Clause G18</b>	Tenderer's must attach Descriptive Pamphlets of the Equipment offered.	
<b>Clause G19</b>	The tenderer must be prepared to provide a unit for technical evaluation and clinical assessment on request, at short notice i.e. within five working days. Tenderers that are unable to provide a unit on request within five working days, will not be considered.	
<b>Clause G20</b>	The successful Tenderer must maintain a system for notifying and providing users with Recalls and upgrades.	
<b>Clause G21</b>	The successful Tenderers must arrange for an acceptance test of the equipment with the head of the Health Technology Unit – Clinical Engineering at Wentworth. A completed Certified copy of this Specification must be submitted with the Equipment when the <b>ACCEPTANCE TEST</b> is to be undertaken.	
<b>Clause G22</b>	Where Equipment Tendered for operates off 220 Volt, 50Hz a.c. supply, Tenderer must ensure that the product being Tendered for is fitted with a 16 Amp SABS approved mains plug top, which is held together by two screws.	
<b>Clause G23</b>	The unit must comply with an acceptable International electrical Safety	

**Tenderer to Sign and Date every Page**

SPECIFICATION: H.T.S – S3 (SURGICAL)

REVISED: 19/07/2013

Page 2 of 8

	Standard such as IEC 60601-1 and 60601-1-2 for Medical Equipment where the tendered equipment operates off an electrical supply.	
<b>Clause G24</b>	Units being Tendered for must be <b>CE</b> or <b>SABS</b> Certified. Attach a copy of certification.	
<b>Clause G25</b>	The Mains Cable of the unit being Tendered for must be the Hospital Grade Type and it must be a minimum length of (3) three metres. N.B. The mains cable of the unit being tendered for must be <b>S.A.B.S.</b> colour coded.	
<b>Clause G26</b>	Refurbished and reconditioned equipment being tendered on will not be accepted.	
<b>Clause G27</b>	Tenderers must note that spare parts and any special tooling required for the upkeep and maintenance of the Equipment tendered on must be made available to the Health Technology Unit – Clinical Engineering.	
<b>Clause G28</b>	Tenderers must note that answers must be provided to every clause in this tender Specification e.g. <b>YES</b> or <b>NO</b> and where there are deviations, these deviations must be clearly specified. The space provided under "Tenderer's Comments" for each clause must be used for this purpose. Tenderers who neglect to provide answers to every Clause in this Tender Specification will be disqualified. Abbreviated answers, e.g. N/A etc, is not acceptable.	
<b>Clause G29</b>	Tenderers must note that no part of any Clauses in this Tender Specification may be altered. Where there are traces of alterations found to any Clauses in this Tender Specification during Adjudication, the Adjudication Committee will reserve the right to disqualify the Tenderer.	
<b>Clause G30</b>	Makes of equipment being tendered for which in the past had proven to be expensive to maintain, or which have had an unacceptable long down time, due to a long delay in the supply of spares ordered from the Supplier / Sole Agent of the equipment or makes of equipment that have been subjected to poor / unacceptable turn around time when the equipment was sent to the Supplier / Sole Agent for repair and / or service <b>WILL NOT BE CONSIDERED.</b>	

***Tenderer to Sign and Date every Page***

SPECIFICATION: H.T.S – S3 (SURGICAL)

REVISED: 19/07/2013

Page 3 of 8

## TECHNICAL SPECIFICATION.

### Clause T1

This specification calls for the supply and delivery of an ENT – Sino-Nasal Surgery Instrument set, which must include a stainless steel container to house the instruments for autoclaving. Also a small stainless steel tray within the big tray must be included to house smaller / finer instruments

All instrument items to be made of high grade surgical Stainless steel and carry a minimum of 5 year warranty.

The following instruments must be supplied according to the specifications:

Description	Quantity	Bidder's Comments
Dental syringe	1	
BP handle: #7	1	
Joseph stitch scissors: 13cm	1	
Stevens delicate dissecting scissors: curved; WL11.5cm	1	
Heyman nasal scissors: WL18cm	1	
Standard dressing forceps: WL15.5cm	1	
Adson tissue forceps: toothed; WL12.5cm	1	
Hartmann nasal dressing forceps: WL17cm	1	
Crilewood needle holder: fine tip; WL15cm	1	
Sickle knife: pointed tip; WL 19cm	1	
Freer elevator: double ended; semi-sharp; WL20cm	1	
Suction freer elevator: grip plate; WL20cm	1	
Cottle elevator: WL20cm	1	
Antrum curette: straight handle, upturned oblong small size tip; WL19cm	1	
Kuhn-Bulger frontal sinus curette: 55°curved, oblong small tip size; forward cutting; WL 19cm	1	
Kuhn-Bulger frontal sinus curette: 90°curved, oblong small tip size; forward cutting; WL 19cm	1	
Probe: maxillary sinus seeker with double-ended ball shaped ends; diameters 1.2mm and 2mm; WL19cm	1	
Probe: Frontal sinus seeker; size 2, double ended ball shape ends; both	1	

***Tenderer to Sign and Date every Page***

SPECIFICATION: H.T.S – S3 (SURGICAL)

REVISED: 19/07/2013

Page 4 of 8



sides 90°curved; one straight tip and the other reverse angled; WL22cm		
Frazier suction tube: mandarin with cut off hole; 10Fr; WL10cm	1	
Eicken antrum cannula: luer-lock; curved; outer diameter 3mm; WL11cm	2	
Freer septal chisel: width 4mm	1	
Cottle mallet: 340g; length18cm	1	
Blakesley nasal forceps: straight; size1; WL13cm	1	
Blakesley-Wilde nasal forceps: 45°upturned; size1; WL13cm	1	
Blakesley-Wilde nasal forceps: 90°upturned; size1; WL13cm	1	
Nasal scissors: straight: WL13cm	1	
Antrum punch: 360° rotatable; backbiting; adult size; WL10cm	1	
Antrum punch: 360° rotatable; backbiting; paed size; WL10cm	1	
Ostium punch: circular cutting; diameter 3.5mm; WL18cm	1	
Mackay Grünwald nasal cutting forceps: through cutting/tissue sparing 11.5x3.5mm bite; straight; WL13cm	1	
Mackay Grünwald nasal cutting forceps: through cutting/tissue sparing 11.5x3.5mm bite; 45°upturned; WL13cm	1	
Kerrison bone punch: bite width 3mm; upward biting 90°; WL17cm	1	
Kerrison bone punch: bite width 3mm; downward biting 90°; WL17cm	1	

***Tenderer to Sign and Date every Page***

SPECIFICATION: H.T.S – S3 (SURGICAL)

REVISED: 19/07/2013

Page 5 of 8

***Tenderer to Sign and Date every Page***

SPECIFICATION: H.T.S – S3 (SURGICAL)  
REVISED: 19/07/2013  
Page 6 of 8

## SCHEDULE OF OPTIONAL ACCESSORIES

Tenderers must quote the price of the optional accessories and items listed as well as any other accessories that may be useful to the end users. The receiving Institutions may purchase individual accessories necessary for their particular Institution.

Cat No	Item	Price including VAT

*Tenderer to Sign and Date every Page*

# DETAILED TECHNICAL SPECIFICATION

## GENERAL INFORMATION REQUIRED

***FAILURE TO COMPLETE THIS PART WILL DISQUALIFY THE TENDERER***

Make: \_\_\_\_\_

Model Number /Part Number for: \_\_\_\_\_

Country of Origin \_\_\_\_\_

Final Tender / Quotation Price inclusive of V.A.T. \_\_\_\_\_

Local (Durban) Agent \_\_\_\_\_

Delivery Period \_\_\_\_\_

R S A Import Permit Holder \_\_\_\_\_

TENDERER \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_  
(PLEASE PRINT)

***Tenderer to Sign and Date every Page***

SPECIFICATION: H.T.S – S3 (SURGICAL)

REVISED: 19/07/2013

Page 8 of 8

DECLARATION OF INTEREST

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

- 2.1. Full Name of bidder/representative..... 2.4. Company Registration Number: .....
- 2.2. Identity Number: ..... 2.5. Tax Reference Number: .....
- 2.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):..... 2.6. VAT Registration Number: .....

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

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

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

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

2.8.2.1. If yes, did you attach proof of such authority to the quote document?

*(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.)*

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

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

2.9.1. If so, furnish particulars:.....

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

2.10.1. If so, furnish particulars:.....

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

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

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

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

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

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

**4 DECLARATION**

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

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

Name of bidder	Signature	Position	Date
----------------	-----------	----------	------

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

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

## SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

### 1. AMENDMENT OF CONTRACT

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

### 2. CHANGE OF ADDRESS

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

### 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

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

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

### 5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

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

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

**6. SAMPLES**

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

**7. COMPULSORY SITE INSPECTION / BRIEFING SESSION**

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

- (i) The institution has determined that a compulsory site meeting  take place
- (ii) Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Time \_\_\_\_:\_\_\_\_ Place \_\_\_\_\_

Institution Stamp:	Institution Site Inspection / briefing session Official  Full Name: ..... Signature: ..... Date: .....
--------------------	--

**8. STATEMENT OF SUPPLIES AND SERVICES**

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

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

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

**10. TAX COMPLIANCE REQUIREMENTS**

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

**11. TAX INVOICE**

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

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

**12. PATENT RIGHTS**

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

### **13. PENALTIES**

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

### **14. TERMINATION FOR DEFAULT**

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

### **15. FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.**



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

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

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

**1. GENERAL CONDITIONS**

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

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

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

**2. DEFINITIONS**

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

**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

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

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

**5. BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING**

(Tick applicable box)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

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

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

WITNESSES
1. ....
2. ....

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