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**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

KZN HEALTH

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### AdvertQuote



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

### Quotation Advert

Opening Date: 2022-08-01

Closing Date: 2022-08-15

Closing Time: 11:00

#### INSTITUTION DETAILS

Institution Name: East Boom CHC

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: East Boom CHC

Date Submitted: 2022-08-01

#### ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:  
ESB/113/23

Item Category: Services

Item Description: Carry out installation of the automated ambulance entrance gate, replacement of the boundary fence and installation of access control gate on the Boom Street driveway gate at East Boom CHC.  
  
Specification and requirements attached.

Quantity (if supplies): Items

#### COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Briefing Session

Date: 2022-08-04

Time: 11h00

Venue: EastBoom CHC - (Patient waiting Shelter) Boom street side

QUOTES CAN BE COLLECTED FROM: Quotes attached with advert

QUOTES SHOULD BE DELIVERED TO: 541 Boom Street PMB or Email: [Quotations.EastBoom@kznhealth.gov.za](mailto:Quotations.EastBoom@kznhealth.gov.za)

#### ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Sindi Dlamini

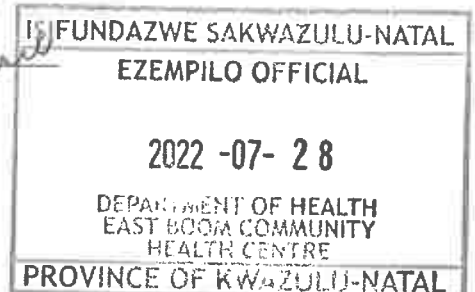
Email:

Contact Number: 033 264 4935

Finance Manager Name: Mr. JD Khumalo

Finance Manager Signature:

No late quotes will be considered









## GENERAL CONDITIONS OF CONTRACT

### 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 Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding 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 error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
- (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*
- (ii) *it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.*
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 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 considered.
- 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.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

### 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. 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.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

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

**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 will take place
  - (ii) Date 04 /08 /2022 Time 11 :00 Place East Boom CHC waiting area under the shelter

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

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

**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
<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:

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

- 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 applicable box)**

(Tick

YES		NO	
-----	--	----	--

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

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		NO	
-----	--	----	--

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

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

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.

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>
---

<p>.....</p> <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p>DATE: .....</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>
--

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left( \frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

- 1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. "bid" includes advertised competitive bids, written price quotations or proposals;
- 2.2. "bid price" price offered by the bidder, excluding value added tax (VAT);
- 2.3. "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. "designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. "duly sign" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. "imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. "local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. "stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

IN RESPECT OF BID No. ....  
 ISSUED BY: (Procurement Authority / Name of Institution):  
 .....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, ..... (full names),  
 do hereby declare, in my capacity as .....  
 of ..... (name of bidder  
 entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % , as calculated in terms of SATS 1286	





Annex D

SATS 1284.2011

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. \_\_\_\_\_  
 (D2) Tender description: \_\_\_\_\_  
 (D3) Designated Products: \_\_\_\_\_  
 (D4) Tender Authority: \_\_\_\_\_  
 (D5) Tendering Entity name: \_\_\_\_\_  
 (D6) Tender Exchange Rate: \_\_\_\_\_

Note: VAT to be included from all calculations

EU € 1.00 GBP £ 1.00

A. Exempted imported content

Tender Item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Calculation of Exempted Content				Summary	
						Local value of Imports	Freight costs to part of entry	All locally incurred landing costs & duties	Total landed cost and VAT	Tender Qty	Exempted imported value
(D17)	(D18)	(D19)	(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)
										(D29)	Total exempted imported value

B. Imported directly by the Tenderer

Tender Item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Calculation of Imported Value				Summary	
						Local value of Imports	Freight costs to part of entry	All locally incurred landing costs & duties	Total landed cost and VAT	Tender Qty	Total imported value
(D29)	(D30)	(D31)	(D32)	(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)
										(D41)	Total imported value by tenderer

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Calculation of Imported Value				Summary	
						Local value of Imports	Freight costs to part of entry	All locally incurred landing costs & duties	Total landed cost and VAT	Quantity Imported	Total imported value
(D42)	(D43)	(D44)	(D45)	(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	(D52)	(D53)
										(D54)	Total imported value by 3rd party

D. Other foreign currency payments

Type of payment	Calculation of foreign currency payments				Local value of payments
	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	
(D55)	(D56)	(D57)	(D58)	(D59)	(D60)
					(D61)
					(D62)
					(D63)
					(D64)
					(D65)
					(D66)
					(D67)
					(D68)
					(D69)
					(D70)
					(D71)
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					(D90)
					(D91)
					(D92)
					(D93)
					(D94)
					(D95)
					(D96)
					(D97)
					(D98)
					(D99)
					(D100)

Signature of tenderer from Annex B

Date:

(D43) Total of foreign currency payments declared by tenderer and/or 3rd party

(D44) Total of imported content & foreign currency payments - (D18), (D40) & (D45)

Quote Number: ZNQ

Item Description: Installation of automated ambulance entrance gate, replacement of the boundary fence and installation of access control gate on the Boom street driveway gate

Department/Section: East Boom CHC

Purpose of Item: Infrastructure Maintenance – Category C

1. Pre-qualification criteria if any:

1.1. Is the item required to have a regulatory body certification (e.g. SABS, SANS, SANAS, ISO, CIDB, etc.)? Yes / No:

Regulatory Body / certification required if Yes:

- Valid CIDB grading of 1GB or 1CE must be attached to the Bid.
- A minimum of Three (3) traceable references where similar fencing projects had been undertaken by the bidder must be attached with the Bid.
- A valid Department Of Labour letter of good standing must be attached with the Bid.

1.2. Is a compulsory site inspection / briefing session required? Yes / No

if Yes, specify: Date      /      /      Time     :      Place     

1.3. Is local production and content part of the quote? Yes / No

if Yes, specify:     

1.4. Provisions of section 4(1)(a) of the PPPFA Regulations,2017 if applicable? Yes / No

if Yes, specify: 80/20 preferential points

1.5. Liability Cover insurance? Yes / No

if Yes, specify:     

2. What is the specification of the required item?

PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH

**Installation of automated ambulance entrance gate, replacement of the boundary fence and installation of access control gate on the Boom street driveway gate**

1. PROJECT SPECIFICATIONS

1.1 SCOPE OF CONTRACT

This Contract is for the execution of the project indicated above.


1.2 CONDITIONS OF CONTRACT AND PRELIMINARIES

1.2.1 PERIOD OF CONTRACT

Eight (8) *Weeks* as the Contract Period for the completion of the Work from date of Site handover.

1.2.2 CONTRACT GUARANTEE:

The Successful Tenderer will **NOT** be required to submit a contract guarantee.

Name of End-user (in full)	Mr T Mkhize	Name of SCM Rep (in full)	Mr A Simbo
Designation / Rank (in full)	Artisan Foreman	Designation/ Rank (in full)	SMO
Signature		Signature	
Date	12/07/2022	Date	12/07/2022

## 1.2.3 GUARANTEE PERIOD

The guarantee period for the completion of the **Security Fencing installation** work, including all building materials must be a minimum of Twelve (12) Calendar Months from the date of first delivery.

## 1.2.4 PENALTIES FOR NON COMPLETION

**Penalties at rate of 7% of the contract amount per day shall apply.**

## 1.2.5 DEFAULT BY CONTRACT

**Penalties at rate of 7% of the contract amount per day shall apply.**

## 1.2.6 SITE AND MODE OF PROCEDURE

The work contained in this contract will be carried out on the site of the existing **East/Boom Community Health Centre**

The Tenderer is advised that the existing premises will be occupied throughout the period of the contract, and that the minimum amount of disruption to services is of the utmost importance.

Damage to the existing buildings - Tenderers to note that any damages done or occurring to any of the buildings will be repaired at the expense of the contractor/ Tenderer.

The repairs/installation must be to the satisfaction of the Kwazulu- Natal Department of Health.

Tenderers are advised to visit the site prior to tendering and to acquaint themselves with the nature of the work to be done and access to the siting of the existing buildings etc., as no claim whatsoever will be allowed on the grounds of ignorance of the conditions under which the work will be executed.

## 1.2.7 SATISFACTORY INSTALLATION

The whole of the installation shall be carried out in accordance with the South African Bureau of Standards Code of Practice for the application of National Building Regulations, the KZNPA Standard Preambles to all Trades, the KZNPA General Electrical Specification, ICASA, Telecommunications regulations, the South African Bureau of Standards Code of Practice for the Wiring of Premises SABS 0142 and the Occupational Health and Safety Act and Regulations 85/1993 as amended.

Copies of the KZNPA Standard Preambles to all Trades and the KZNPA General Electrical Specification are available at the office of the Secretary for Health – KwaZulu-Natal and can be obtained on request.

## 1.2.8 GENERAL

The Tenderer's / Contractors will be responsible for all building/civil work associated with the fence installation and making good of all work related to the building/civil. The finishing and all making good to surfaces work must be to the satisfaction of the KwaZulu-Natal Department of Health.



## 2. TECHNICAL SPECIFICATION

### 2.1 GENERAL

This TECHNICAL SPECIFICATION shall be read in conjunction with all other sections of the SPECIFICATION and cognisance shall be taken of the clauses relevant to this particular installation, whether any specific clauses are referred to or not.

## 3. SCOPE OF WORK

The work to be carried out under this contract includes the supply, delivery, installation and leaving in service condition to the satisfaction of the Project leader for Health: KwaZulu-Natal, the Fence installation and gates installation to the facility as a whole.

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- 3.1. The work comprises of:
- a) Removal of the existing perimeter fence and preparation to grounds.
- 3.2 Supply and install the following:
- a) New Welded Mesh galvanised.  
b) Concrete poles.  
c) Barbed wire.  
d) Digging of holes to suite poles.

**3.3 SECURITY FENCING:-**

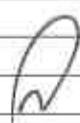

2.3m High security fencing shall consist of: -

1. Straining and Intermediate Posts (2.9mtr long).
2. Stays.
3. Welded mesh fencing (1.8mtr high), Straining & tying wire.
4. Razor wire & double strand barbed wire.
5. Concrete ground beam.
6. Straining and corner posts shall be steel tubing, 150mm  $\varnothing$  x 3.2mm wall thickness, in lengths as specified, with upper end capped and 3mm thick x 300mm x 300mm footplate welded to base. The whole shall be **hot dipped galvanized**. Holes for the threading and fixing of tying wires shall be pre-drilled. **No drilling of posts on site will be permitted!!** 80mm  $\varnothing$  diameter stays x 3.2mm wall thickness shall be secured to posts with galvanised bolts. Straining posts to be positioned at 30m c/c. Bottom of posts bedded in concrete to be painted with bitumen paint prior to erection.
7. Intermediate posts shall be 2.9mtr long x 100mm x 100mm square pre-stressed, precast concrete posts with top end splayed, spaced 3mtr apart.

Fence shall comprise of galvanized rectangular welded mesh fencing 1,80mtr high x 3.15mm  $\varnothing$  x 25mm x 50mm rectangles fixed to 8 gauge hardened galvanized steel straining wires x 5, spaced at 450mm  $\varnothing$ . Welded mesh shall be secured to straining wires with 2mm  $\varnothing$  galvanized tying wire spaced at a maximum of 250mm between ties. Fencing overlap to be minimum of 150mm.

7. Straining wires shall pass through posts and fixed with doubled strands of 2mm  $\varnothing$  galvanized tying wire, pulled tight around posts and wound tightly around the straining wires.
8. Coils of 500mm  $\varnothing$  galvanized flat wrap razor wire shall be fixed vertically above the welded mesh to a height of 450mm above the top of the welded mesh. Razor wire shall be supported on and fixed to three strands of galvanized double strand barbed wire. Barbed wire shall be fixed to the posts in the same manner as the straining wires.  
  
Razor wire shall be fixed to the barbed wire at every intersection and laced to the concrete posts with galvanized tying wire.
9. **A 250mm wide x 150mm minimum depth concrete ground beam of 30mpa strength shall be excavated for and cast along the entire length of the fence. Shuttering for the ground beam sides shall be provided as required. Finished level of the ground beam shall be 50mm above final ground level, finished in a straight line both vertically and horizontally. 75mm of the welded mesh fencing and the bottom straining wire shall be embedded in this ground beam to secure the lower fence line. The top of the concrete beam shall be shaped to allow water to run off the top of the beam to prevent water collecting and standing on top of the beam.**
10. **When required, vehicle entrance gate posts shall be supplied in steel tubing, 150mm  $\varnothing$  x 3.2mm wall thickness, in lengths as specified. 80mm  $\varnothing$  diameter stays x 3.2mm wall thickness shall be secured to posts with galvanised bolts and 3mm thick x 300mm x 300mm footplate welded to base. The whole shall be hot dipped galvanized. Bottom of posts to be painted with bitumen prior to casting in concrete. Holes for the threading and fixing of tying wires shall be pre-drilled - No drilling of posts on site will be permitted!! Hinge to vehicle gates shall be of the galvanised Bullet Type - not Eye Bolts. All Gates to have diagonal braces.**
11. **150mm  $\varnothing$  x 3.2mm wall thickness posts to be used with stays at any change in direction of the fence line.**

Precast, prestressed concrete posts and stays etc: - shall have a minimum 28-day compressive strength of 35 MPa. Aggregates used in the concrete mix shall comply with SABS Specification 1083 and cement shall comply with SABS Specifications 471, 626 and 831. The coarse aggregate shall be 13,2 mm stone. Posts and stays shall be mechanically vibrated in steel moulds and

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Date	12/07/2022	Date	12/07/2022

# END-USER SPECIFICATION FORM



uniformly stressed by means of four x 5 mm stressing wires complying with BS 5896, and having a concrete cover of 20 mm with a tolerance of 3 mm, to give a final compression of between 5,5 MPa and 6,9 MPa. The initial pre-stressing force shall not be higher than 70% of the ultimate tensile strength of the wire. The pre-stressing force shall not be transferred to the concrete until the latter has attained 75% of its 28-day compressive strength. Curing of concrete must be for a minimum period of 7 days using an approved method as laid down in SABS Specification 12000. Where the ends of the pre-stressing wires are exposed, the face of the concrete shall be cut back immediately on removal from the mould, to expose the pre-stressing wires and the ends of the wires cut back and the recesses filled with 1:3 cement grout.

The resistance to loading on precast prestressed concrete posts and stays shall be as laid down in CKS 451 and posts and stays shall be capable of withstanding, without signs of cracking, a bending moment acting in either axial plane of at least 1 500 Nm for straining, corner and gate posts, 700 Nm for intermediate posts and 450 Nm for stays.

The finish of the precast pre-stressed concrete posts and stays shall be such that, upon removal from the moulds, no further treatment shall be necessary to provide a straight, smooth and uniform finish, free from all honeycombing, holes, pitting and blemishes and equal to that normally obtained from properly manufactured steel moulds.

Concrete bases for posts shall be Class B (1:3:5-19mm stone) size 400 x 400 x 500mm deep, unless otherwise specified, with tops of bases 100mm below ground level.

Single gates shall be size 1,00 x 1,80 m high, hung on hinges as stated above and formed of 38 mm diameter x 2 mm wall thickness mild steel tubular framing all round with 38 mm diameter x 2 mm wall thickness mild steel horizontal centre rail. Each gate shall be fitted with locking pad bolt with brass padlock.

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Date	12/07/2022	Date	12/07/2022

PROVINCE OF KWAZULU-NATAL

DEPARTMENT OF HEALTH

**4. SCHEDULE OF RATES**

**PREAMBLE TO SCHEDULE OF RATES**

**Items and Pricing**

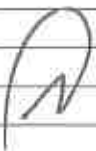
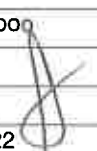
The Department reserves the right to place an order for any quantities of items included in the Schedules. The Schedule of Rates must also not be assumed to include and describe every detail of the supply requirement, but must be taken and read in conjunction with the other parts of the document. Thus the supplier shall not have claim for further payment in respect of any order, which may be described or implied in the contract, although apparently no corresponding items are given in the Schedule of Rates. The supplier shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the contract and of the rates and prices stated in the Schedule of Rates.

**Tax and Duties**

Prices, tendered and paid, must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, **including Value Added Tax (applicable to the current rate).**

**Rates**

Except where provision is made in the Schedule of Rates, the rates and prices inserted shall be the full rates and prices for the service delivered described under the respective items and shall cover all labour, transport, overhead charges and profit, etc. as well as the general liabilities, obligations and risks arising out of the Conditions of Contract, the overhead charges and profit being spread proportionately over the rates of the relative items in the Schedule of Rates.


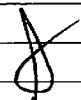
Name of End-user (in full)	Mr T Mkhize	Name of SCM Rep (in full)	Mr A Simbon
Designation / Rank (in full)	Artisan Foreman	Designation/ Rank (in full)	SMO
Signature		Signature	
Date	12/07/2022	Date	12/07/2022



**PART 5**



**WORK TO BE DONE AND SCHEDULE OF RATES:**

Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL	
				R	c	R	c
	<p><b>NOTE:</b></p> <p>All rates for items contained in this Schedule of Prices must be computed <b>excluding</b> the applicable Sales Tax. The Administration reserves the right to Negotiate prices in the Bill of Quantities.</p>						
	<p><b>INSTITUTION: EAST/ BOOM COMMUNITY HEALTH CENTRE</b></p> <p><b>SERVICE : Installation of automated ambulance entrance gate, replacement of the boundary fence and installation of access control gate on the Boom street driveway gate</b></p>						
	<p><b>NOTES:</b></p> <p>All rates quoted shall be inclusive of transport, labour and profit. The Tenderer is advised that the buildings are Occupied and interruptions to the electrical installation must be kept to an absolute minimum.</p>						
	<p><b>PROPRIETARY ARTICLES:</b></p> <p>All equipment and material used in this contract is to be that which is specified or other approved.</p>						
	<p><b>A: FENCING</b></p>						
1)	Supply And Erect Security Fencing Comprising Of Rectangular Welded Mesh Fencing (1.8mtr High) X 3.15mm Ø X 25mm X 50mm Rectangles Fixed To 8 Gauge Hardened Galvanized Steel Straining Wires X 5, Spaced At 450mm φ. Welded Mesh Shall Be Secured To Straining Wires With 2mm Ø Galvanized Tying Wire Spaced At A Maximum Of 250mm Between Ties. Fencing Overlap To Be Minimum Of 150mm Including Straining Wires And Tying Wires. <b>(PROVISIONAL)</b>	m	85				
2)	Supply and install 2.9 meters x 100mm x100mm square pre stressed, precast concrete posts with top end splayed, spaced 3 meters apart.	No.	24				
3)	Supply and install Hot dipped steel tubing corner posts Hot dipped, 150mm diameter x 3.2mm wall thickness x 3.5 meters long including upper end capped and hot dipped galvanized 3mm thick x 300mm x 300mm footplate welded as specified including 80mm diameter stays x 3.2mm wall thick hot dipped and bottom of posts bedded in concrete to be painted with bitumen paint prior to erection.	No.	2				
<b>Carried To Collection Summary</b>		<b>PS 1</b>		<b>R</b>			

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Signature		Signature	
Date	12/07/2022	Date	12/07/2022

**PART 5: WORK TO BE DONE AND SCHEDULE OF RATES:**

Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL	
				R	c	R	c
4)	Supply and install Hot dipped galvanised steel tubing straining posts, 150mm diameter x 3.2mm wall thickness x 3.5 meters long including upper end capped and hot dipped galvanized 3mm thick x 300mm x 300mm footplate welded as specified including 80mm diameter stays x 3.2mm wall thick hot dipped and bottom of posts bedded in concrete to be painted with bitumen paint prior to erection.	No.	2				
5)	Supply and install a Centurion evolution D5 gate motor for the ambulance entrance including steel gate track welded onto the new gate, 3 remote controls, electrical power supply terminations in the gate motor and in the existing electrical distribution board located in the MOU. The 1,5mm 2 core ECC armoured cable reticulated in 20mm uPVC conduit along the walls must be protected by a 15amp single pole 3KA MCB. The cable measurement is 40m which is provisional. (Subject to re-measure)	No	1				
6)	<u>The following in galvanised mild steel sliding gate on flush fitted floor track in 450 x 450mm concrete ground beam with two pairs of rollers fitted to the underside of the gate and two guide posts with guide rollers and gate keep:</u>  Welded galvanised mild steel gate size overall 4100mm x 1800mm high, consisting of 75 x 75 x 3,5mm thick rectangular hollow section frame, 30 x 20 x 2,5mm thick rectangular hollow section vertical uprights at 120mm centers, lockable pad latch and keep. The existing gate posts are to be used.	No	1				
7)	76mm Diameter galvanised steel gate post 1,8m high including two gate hinges lugs and settings up to receive gates (concrete base elsewhere measured).	No	4				
8)	Single galvanised pedestrian gate 900 x 2400mm high, formed with 51mm diameter x 2mm framework with two braces, complete with locking pad bolt, barrel bolts, heavy duty 51mm brass padlock, hung to posts (elsewhere measured)	No	1				
10)	2 x 51mm Diameter tubular framed double gate size 3000 x 1800mm high including barrel bolt with 25mm diameter galvanised pipe keep and standard semi-circular hinged gate lock, hung to posts (elsewhere measured).	No	1				
11)	Allow to provide soil poisoning certificate.		Item				
12)	Supply and install Coils of 500mm ø galvanized flat wrap razor wire shall be fixed vertically above the welded mesh to a height of 450mm above the top of the welded mesh, gates and fixed on top of with Galvanised dovetail clips	m	100				
13)	Allow to excavate in pickable soil 600mm x 600mm for poles and posts	M <sup>3</sup>	6				
14)	Allow to excavate in pickable soil 250mm x 150mm for concrete beam	M <sup>3</sup>	2.4				
15)	Backfill and consolidation soil	M <sup>3</sup>	1.5				
16)	Wood float concrete	m	85				
<b>Carried To Collection Summary</b>		<b>PS 2</b>		<b>R</b>			

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Date	12/07/2022	Date	12/07/2022

**PART 5: WORK TO BE DONE AND SCHEDULE OF RATES:**

Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL	
				R	c	R	c
17)	Allow to cast material concrete in beams, into cast concrete in trenches and into pole holes with concrete of 30 Mpa in strength	m <sup>3</sup>	8.5				
18)	Allow for safety File	Item					
19)	Allow for the employment of EPWP beneficiaries as per rates government gazetted including relevant PPE.	No	4				
20)	Allow to issue electrical certificate of compliance	Item					
	<b>ALL EXISTING FENCING IS TO BE DISMANTLED AND RUBBLE MUST BE DISPOSED OFF SITE. ALL ITEMS OF VALUE SHALL REMAIN PROPERTY OF THE DEPARTMENT. BIDDERS MUST ENSURE THAT THE SECURITY OF THE FACILITY IS NOT COMPROMISED DURING THE EXECUTION OF SCOPE OF WORKS. (DISPOSAL CERTIFICATE COMPULSORY)</b>						
<b>Carried To Collection Summary</b>				<b>PS 3</b>		<b>R</b>	

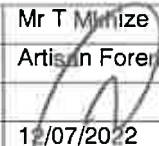

**COLLECTION SUMMARY**

**ZNQ**

**Installation of automated ambulance entrance gate, replacement of the boundary fence and installation of access control gate on the Boom street driveway gate**

THIS COLLECTION SUMMARY MUST BE COMPLETED IN FULL BY THE CONTRACTOR AND RETURNED TOGETHER WITH THE TENDER FORM.

Collection Summary	PS 1	R		
Collection Summary	PS 2	R		
Collection Summary	PS 3	R		
SUB-TOTAL "A"		R		
ADD Provision for Value Added Tax Allow 15% of SUB-TOTAL "A" (Where applicable)		R		
<b><u>TOTAL: CARRIED TO TENDER FORM</u></b>		<b>R</b>		

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Date	12/07/2022	Date	12/07/2022

# END-USER SPECIFICATION FORM

**3. Does a sample need to be submitted? Yes / No** (select option 3.1 or 3.2)

3.1. Deadline for submission if Yes: Date  /  /  Time  :  Place

or

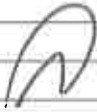

3.2. Specify that samples must be made available when requested in writing. Yes  or No

**4. Penalties to be noted by the suppliers:**

4.1. 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.

**5. What is the evaluation criteria / special terms and conditions to be advertised?**

List evaluation criteria / special terms and conditions to be advertised (if applicable)	
1. Pre-qualification criteria	Does the offer meet the pre-qualification criteria?
2. Administrative	Does the offer comply to stipulated administrative requirements?
3. Conformance:	Was the product made or service performed to specifications?
4. Performance:	Will/does the product/service fulfil its performance obligation, in a manner that releases the supplier from all liabilities under the contract?
5. Features:	What characteristics does the product or service have?
6. Reliability:	How long can a product go between failures and the need for maintenance? (guarantee)
7. Durability:	What is the useful life for the product? How will the product hold up under extended use?
8. Serviceability:	How easy is it to repair, maintain or support the product or service? (customer support)
9. Ability & Capacity	The ability and capacity of the vendor to execute the contract
10. Preference points	Preferential Procurement System (80/20) if applicable

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Date	12/07/2022	Date	12/07/2022