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AdvertQuote

	KWAZULU-NATAL PROVI	NC#	
	HEALTH REPUBLIC OF SOUTH AFRICA	Quotation Advert	
Opening Dat	te:	2022-08-26	
Closing Date	9;	2022-09-02	600000 [175]
Closing Time	e:	11:00	Sinc#
INSTITUTI	ON DETAILS		
Institution N	ame:	RK Khan hospital	V
Province:		KwaZulu-Natal	
Department	or Entity:	Department of Health	
Division or s	ection:	Central Supply Chain Management	
Place where	goods / services is required	RK Khan Hospital	
Date Submit	ted	2022-08-26	110
ITEM CATE	EGORY AND DETAILS		de de la constante de la const
Quotation Nu		ZNQ: 426/22-23	
Item Categor	y:	Goods	1.7
Item Descript	tion:	Painting of Admin Block, Main Kitchen, Opd and Xray Department	<u>\</u>
Quantity (if s	upplies)	As per Spec	
COMPULS	ORY BRIEFING SESSION /		
Select Type:		Compulsory Briefing Session	~
Date :		2022-08-30	Seemand
Time:			
Venue:		10:30 a.m(No Late Corners Allowed & No Parking Inside Hospital) Maintenance / Workshop - Tea Lounge	
		Wallediance / Workshop - Tea counge	
QUOTES CAN	BE COLLECTED FROM:	Website	
QUOTES SHO	OULD BE DELIVERED TO:	RK Khan Hospital - Tender Box next to Main Entrance Gate	
ENQUIRIES	REGARDING THE ADVER	RT MAY BE DIRECTED TO:	
Name:		Maud Khumalo	
Email:		maud.khumalo@kznhealth.gov.za	
Contact Numb	per;	031 459-6300	
Finance Mana	ger Name:	Mr ID Myeza	
Finance Mana	ger Signature:	That	
	No la	ate quotes will be considered	

STANDARD QUICTE DOCUMENTATION OVER P30 000 00

STANDARD QUOTE DOCUMENTATION OVER R30 000.00
YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: RK KHAN HOSPITAL
DATE ADVERTISED: 26 AUGUST 2022 CLOSING DATE: 02 SEPTEMBER 2022 CLOSING TIME: 11:00
FACSIMILE NUMBER: 031 403 7333 E-MAIL ADDRESS: maud.khumalo@kznhealth.gov.za
PHYSICAL ADDRESS: 336 RK K HAN CIRCLE - WESTCLIFF - CHATSWORTH - 4092 - RK KHAN HOSPITAL
QUOTE NUMBER: ZNQ / RKK / 426 / 22 - 23
DESCRIPTION: PAINTING OF ADMIN BLOCK, MAIN KITCHEN, OPD AND X-RAY DEPARTMENT
CONTRACT PERIOD ONCE OFF VALIDITY PERIOD 60 Days SARS PIN
CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.
UNIQUE REGISTRATION REFERENCE
DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)
336 RK KHAN CIRCLE - WESTCLIFF - CHATSWORTH - 4092
RK KHAN HOSPITAL
Diddore charled annual that
Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration.
The quote box is open from 08:00 to 15:30.
QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RETYPED)
THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)
NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODENUMBER FACSIMILE NUMBER CODENUMBER
CELLPHONE NUMBER
E-MAIL ADDRESS
VAT REGISTRATION NUMBER (If VAT vendor)
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

OFFICIAL F	PRICE PAGE	E FOR QUOTATIONS OVER R30 000 QU	JOTE NUMBER	: ZNQ/RKK / 426	/ 22 _ 2	23
DESCRIPTI	ON: PAINT	ING OF ADMIN BLOCK, MAIN KITCHEN, OPD AND X-R	AY DEPARTMI	ENT	******************	
SIGNATUR	E OF BIDDE	Rt, I hereby agree to all terms and conditions]				
CAPACITY	UNDER WH	ICH THIS QUOTE IS SIGNED			***************************************	
Item No	Quantity	Description	Brand & model	Country of manufacture	Price R	C
<u> </u>	AS PER	PAINTING OF ADMIN BLOCK, MAIN KITCHEN, OPD			117	
	SPEC	AND X - RAY DEPARTMENT	-			+
			-			
W.						
8						
1						
		AS PER ATTACHED SPEC				
		N.B : DECLARATION FORMS,CSD NO.,UNIQUE REG				
		SUBMIT BBBEE VERIFICATION CERTIFICATE OR				
_		SWORN AFFIDAVIT, THE CERTIFICATE MUST BE				
		SANAS APPROVED, MUST BE SUBMITTED WITH				
		QUOTATION				
_						
	-	N.B : SAMPLE TO BE PROVIDED UPON REQUEST				
		BY INSTITUTION VIA EMAIL UPON REQUEST THE				
		SAMPLE MUST BE DROPPED WITHIN 5 WORKING				
		DAYS, FAILUER TO SUBMIT UPON REQUEST				
		PERIOD THE SUPPLIER WILL BE DUSQUALIFIED				
VALUE ADD	EDIAVE	(EV) (Only if VAT V - 1 -)				
		15% (Only if VAT Vendor)				
OTAL QUU	TATION PR	ICE (VALIDITY PERIOD 60 Days)				

Does This Offer Comply With The Specification? Is The Price Firm?	Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification? State Delivery Period, e.g., 1day, 1week
Enquiries regarding the quote may be directed to:	Enquiries regarding technical information may be directed to:
Contact Person: N MAKHAYE Tel: 031 459 E-Mail Address: nomsa.makhaye@kznhealth.gov.za	

BIDDER'S DISCLOSURE

1	PURPOSE OF TH	E EODM
1.	FUNFUSE OF IT	

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

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

- 2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

 YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

- 2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

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

3. DECLARATION

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

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

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

Name of Bidder	Signature	Position	Date
----------------	-----------	----------	------

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a 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.

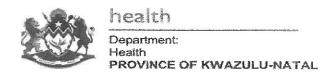
3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 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 DECÍSIONS 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.



INTERIOR PAINTING OF VARIOUS DEPARTMENTS

AT

R.K. KHAN HOSPITAL, CHATSWORTH

SCOPE OF CONTRACT

This contract calls for the painting of the interior and repairs to walls and door fixtures at the selected departments as per schedule and comprises of the supply all the materials necessary, as per the Bill of Quantities.

SCOPE OF WORK

- 2.1. All existing surfaces are to be cleaned of all dirt, grease, oil rust, scale and fluorescence fungus and all loose flaking paint.
- **2.2.** All cracks in wall to be exposed and filled, sanded and smoothed down and to be prepared for painting.
- 2.3. Damp surfaces must be sealed with a damp shield agent.
- **2.4.** The colour of the paint shall be as per Department requirements.
- 2.5. The contractor is required to apply three coats of paint consisting of 1 coat of undercoat and 2 coats of final finishing coat painted with SANS and SABS approved paints (provide material safety data sheet)
- 2.6. The final finishing coat shall be a washable sheen finish.
- 2.7. Doors, frames and window frames shall be primed and painted with SANS and SABS approved primers and enamel paints.
- 2.8. Ceilings shall be painted with 2 coats of a SANS and SABS approved durable PVA paint.
- 2.9. In areas where there are plaster board ceilings, surfaces are to be skimmed and repainted.
- 2.10. All preparation work will be inspected prior to final coat.
- **2.11.** All galvanized window frames must be **paint stripped to bare metal**, primer and paint. Glass is to be cleaned after painting.

WORK TO BE DONE AND SCHEDULE OF PRICES:

ltem	DESCRIPTION	UNIT	QTY	RATE/ UNIT			TOTAL		
				R		С	R	С	
	NOTE:								
	All rates for items contained in this Schedule of Prices must be computed excluding the applicable Sales Tax.								
	The Administration reserves the right to Negotiate prices in the Bill of Quantities.								
	INSTITUTION:								
	SERVICE: INTERIOR PAINTING OF DEPARTMENTS								
	All rates quoted shall be inclusive of transport, labour and profit.							5	
	The Tenderer is advised that the buildings are Occupied.								
	PROPRIETARY ARTICLES:								
	All equipment and material used in this contract shall be that which is specified or other approved.								
	X-RAY	+	-					 	
a)	Interior painting-walls	M ²	4600						
b)	Prepare and paint doors	M ²	560			_			
c)	Paint ceilings	M ²	750						
Carrie	ed To Collection Summary PS 1				R				

Item	DESCRIPTION	L	TINL	QTY	RATE	/ UNIT		TOTAL	
					R	С	R		С
	Pharmacy and Mortuary								
a)	Interior painting-walls		M ²	2000					
b)	Internal painting (ceilings)		M ²	420					
ď)	Prepare and paint doors		M ²	126					
Carrie	ed To Collection Summary	PS 2	_			R			

ltem	DESCRIPTION	UNIT	r QT	Y	RATE/ UNIT		TOTAL		
					R	С	R		С
	Physiotherapy								
a)	Interior painting- walls	N	2 120	0					
b)	Internal painting (ceilings)	N		\top					
d)	Prepare and paint doors	N	2 20			_			
Carrie	ed To Collection Summary	PS 3				R			

ltem	DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL	
	Doctors' Quarters		_	R	С	R	С
	Interior painting-walls	M ²					
a) b)	Internal painting (ceilings)	M ²	350				_
c)	Prepare and paint doors	M ²	250				
d)							
Carrie	ed To Collection Summary	PS 4			R		

ltem	DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL	
				R	С	R	
	Main Kitchen				-		
a)	Interior painting- walls	M ²	1000				
b)	Internal painting (ceilings)	M ²	900				
c)	Prepare and paint doors	M ²	120	:			
d)							
Carrie	ed To Collection Summary	PS 5			R		

ltem	DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL	
	Admitting block			R	c	R	С
a)	Interior painting- walls	M ²	400				-
b)	Internal painting (ceilings)	M ²	200				
c)	Prepare and paint doors	M ²	104				
f)_					i		
Carrie	ed To Collection Summary	PS 6			R		

ltem	DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL	
	SCM LAUNDRY AND MAINTENANCE			R	С	R	С
α)	Interior painting- walls	M ²	1100		-	<u> </u>	+
b)	Internal painting (ceilings)	M2	450				
c)	Prepare and paint doors	M ²	65				
d)	Repair walls	M ²	50				
e)	Repair ceilings	M ²	6				
f)							
Carrie	ed To Collection Summary	PS 7			R		

ltem	DESCRIPTION	UNIT	QTY	RATE	/ UNIT		TOTAL	
	OPD			R	С	R		С
α)	Interior painting- walls	M ²	1500					
b)	Internal painting (ceilings)	M ²						
c)	Repair walls	M²					2	
d)	Paint doors	M²						
Carrie	ed To Collection Summary	PS 8	•	·	R			

Item	DESCRIPTION		UNIT	QTY	RATE/ U	NIT	TOTA	AL
	ADMINISTRATION BLOCK				R	С	R	С
a)	Interior painting- walls		M ²	4000				
b)	Internal painting (ceilings)		M ²	3500				
c)	Repair walls		M ²	50				
<u>d)</u>	Paint doors		M ²	200				
Carrie	ed To Collection Summary	PS 9				R		

COLLECTION SUMMARY

INSTITUTION: RKKHAN HOSPITAL-

PROJECT: INTERIOR PAINTING OF DEPARTMENTS

Collection Summary PS 1	R	
Collection Summary PS 2	R	
Collection Summary PS 3	R	
Collection Summary PS 4	R	
Collection Summary PS 5	R	
Collection Summary PS 6	R	
Collection Summary PS 7	R	
Collection Summary PS 8	R	
Collection Summary PS 9	R	
Safety File	R	
Subtotal	R	
ADD Provision for Value Added Tax Allow 15%	R	
TOTAL: CARRIED TO TENDER FORM	R	

CONDITIONS OF CONTRACT

- 3.1. Contractors are advised to visit the site and take specific measurements prior to submitting of quotes.
- 3.2. All waste materials are to be removed from site as it accumulates.
- **3.3.** All necessary safety precautions are to be observed. Successful bidders must submit a safety file prior to commencement.
- 3.4. Storage of all materials and tools will be at contractor's risk.
- 3.5. The commencement of works is to be 2 weeks from the date of the official order and completion within 6 weeks thereafter.
- 3.6. All works is to be guaranteed for 12 months from date of completion.
- 3.7. All material used is to be SABS approved.
- **3.8.** All works carried out is to be to the entire satisfaction of the Hospital Manager or his/ her appointed representative.
- 3.9. Contractors are advised to provide professional tradesmen.
- 3.10. Contractors are advised to be registered with the C.I.D.B. minimum 1GB rating.
- 3.11. Only contractors from within the borough of Durban will be considered.
- **3.12**. The service provider representative and employees are required to report to the Maintenance Manager, upon arrival and prior to departure from this Institution.

3.13.	Quotations are to be deposited at the Main E	intrance, Security.	
3.14.	The closing date shall be	_ 11:00.	
3.15.	A compulsory site meeting will be held on	10:30.	
3.16.	Quotation documents will be handed out du	ing the site meeting,	

3.17. Job Enquiries Mr K.S. Pillay (031) 4596145.

	l	-
	MAINTENANCE DE	
	R.K. KHAN HOSPIT PRIVATE BAG X004	
Company:	CHATSWORTH	
Signature:	DATE: 05 0%	2012

*Compulsory:

1) Sign and stamp below in acceptance of the specifications.

2) Provide reputable references for work previously undertaken for the Department of Health KZN for at least 3 similar projects of equal or larger capacity.

Failure to do so will result in disqualification.

You are advised to keep copies of all documentation provided.

COMPANY STAMP	·	

CHIEF ARTISAN

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 altocated as follows:

《 图》:"是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 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:
 - 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;
 - 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

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

6	DID	DEAL	ARAT	1000

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

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)	VEC	_
7 4	Men	YES NO	

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

7.	1	1	If you	indicate:	
1.	Ι.	1	III Ves.	HRIICHIE	

- 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)

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of YES NO Preferential Procurement Regulations, 2017: 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.	DECLA	DECLARATION WITH REGARD TO COMPANY/FIRM				
9.1	Name of company/firm:					
9.2	VAT registration number:					
9.3	Company registration number:					
9.4		E OF COMPANY/ FIRM [TICK APPLICABLE BO				
		Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation Company (Pty) Limited				
9.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES					
 0.e	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
9.6	COMI	PANY CLASSIFICATION [TICK APPLICABLE B Manufacturer Supplier Professional service provider Other service providers, e.g. transporter, etc.	OXJ			
9.7	Total					
9.8	I/we, t the B-	Total number of years the company/firm has been in business:				
	i) T	he information furnished is true and correct;				
	ii) T	he preference points claimed are in accordance	with the General Conditions as indicated in paragraph 1 of this form;			
	iii) Ir	i the event of a contract being awarded as a res	sult of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may atisfaction of the purchaser that the claims are correct;			
	iv) If					
	(a)	disqualify the person from the bidding process	3;			
	(b)	recover costs, losses or damages it has incurr	red 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.				
		ESSES	SIGNATURE(S) OF BIDDERS(S) DATE: ADDRESS.			