

SharePoint

Zondi Phumlani ▾ ?

KZN Health &gt; Components &gt; Supply Chain Management

AdvertQuote



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

## Quotation Advert

Opening Date: 2022-07-13

Closing Date: 2022-07-19

Closing Time: 11:00

### INSTITUTION DETAILS

Institution Name: Appelsbosch hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: APPELBOSCH HOSPITAL

Date Submitted: 2022-07-13

### ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:  
APP52

Item Category: Goods

Item Description: Occupational acts

Quantity (if supplies): 56 sets

### COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Select...

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: Can be printed from the website

QUOTES SHOULD BE DELIVERED TO: Appelsbosch hospital tender box or E-mailed to [appelsboschquotes@gmail.com](mailto:appelsboschquotes@gmail.com)

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

Name: P. Zondi

Email: Phumlani.Zondi@kznhealth.gov.za

Contact Number: 032 294 8094

Finance Manager Name: Mr. B. C. Ndlovu

Finance Manager Signature: 

**No late quotes will be considered**



DESCRIPTION: LABOUR ACTS

SIGNATURE OF BIDDER ..... DATE.....  
 [By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED.....

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
		SUPPLY, DELIVER AND INSTALL				
1.	14 SETS	OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993 POSTER WITH A FRAME				
2.	14 SETS	LABOUR RELATIONS ACT 66 OF 1995				
3.	14 SETS	BASIC CONDITIONS OF EMPLOYMENT ACT OF 1997				
4.	14 SETS	COMPENSATION FOR OCCUPATIONAL INJURIES & DISEASES ACT No. 130				
		NB*FRAME SIZE FOR ALL OF THE ABOVE POSTERS TO BE 1M X 1M -POSTER SIZES BE ALL 1M X 1M				
		NB*FRAME COLOUR BE GOLD OR LIGHT GREY -IF NOT BE A PLAIN WHITE				
		-TO REFER FROM A PIC ATTACHED BELOW				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

Does This Offer Comply With The Specification?	Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification?
Is The Price Firm?	State Delivery Period, e.g., 1day, 1week

<p><b>Enquiries regarding the quote may be directed to:</b></p> <p>Contact Person: <u>P. ZONDI</u> Tel: <u>032 294 8094</u></p> <p>E-Mail Address: <u>Phumlani.Zondi@kznhealth.gov.za</u></p>	<p><b>Enquiries regarding technical information may be directed to:</b></p> <p>Contact Person: <u>Mrs N. PHEWA</u> Tel: <u>032 294 8095</u></p>
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**BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and 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 interest<sup>1</sup> 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, the undersigned,(name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1. I have read and I understand the contents of this disclosure;
- 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 consortium<sup>2</sup> 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

<sup>1</sup> 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.

<sup>2</sup> 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.

**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 for fulfill 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 [redacted] take place
- (ii) Date [redacted] / [redacted] / [redacted] Time [redacted] : [redacted] Place [redacted]

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;                           | (iv) a description and quantity or volume of the goods or services supplied; |
| (ii) the name and address of the recipient;  | (v) the official department order number issued to the supplier;             |
| (iii) an individual serialized number and the date upon which the tax invoice is issued; | (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:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \text{ Where}$$

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
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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	<input type="checkbox"/>	NO	<input type="checkbox"/>
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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		

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

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

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 property
  - 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-BBEE status level of contributor indicated in paragraphs 1.4 and 5.1 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 5.1, 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.

# BASIC CONDITIONS OF EMPLOYMENT ACT, 1997

## SUMMARY TO BE KEPT BY AN EMPLOYER IN TERMS OF SECTION 30

The following is a summary of the provisions of the most important sections of the Basic Conditions of Employment Act, 1997, as amended.

### 1. APPLICATION OF THE ACT: SECTION 3

The Act applies to all employees and employers except members of the South African Police and certain employees working for an organisation with a charitable purpose.

The basic conditions of employment contained in the Act form part of the contract of employment of employees covered by the Act. Some, but not all, basic conditions of employment may be varied by individual or collective agreements in accordance with the provisions of the Act. See paragraph 7 below.

### 2. REGULATION OF WORKING TIME: CHAPTER TWO

#### 2.1 APPLICATION

This chapter does not apply to senior managerial employees, employees employed as sales staff who travel, and employees who work less than 24 hours a month.

#### 2.2 ORDINARY HOURS OF WORK: SECTION 9

No employer shall require or permit an employee to work more than:  
(a) 48 hours in any week;  
(b) nine hours in any day if an employee works for five days or less in a week; or  
(c) eight hours in any day if an employee works on more than five days in a week.

#### 2.3 OVERTIME: SECTION 10

An employer may not require or permit an employee to:  
(a) work overtime except by an agreement;  
(b) work more than five hours overtime a week.

An agreement may not require or permit an employee to work more than 12 hours in any day.

A collective agreement may increase overtime to fifteen hours per week for up to two months in any period of 12 months.

Overtime must be paid at 1.5 times the employee's normal wage or an employee may agree to receive paid time off.

#### 2.4 COMPRESSED WORKING WEEK: SECTION 11

An employer may agree in writing to work up to 12 hours in a day without receiving overtime pay.  
This agreement may not require or permit an employee to work:  
(a) more than 45 ordinary hours in any week;  
(b) more than 48 ordinary hours in any week; or  
(c) more than five days in any week.

#### 2.5 AVERAGING OF HOURS OF WORK: SECTION 12

A collective agreement may permit the hours of work to be averaged over a period of up to four months.  
An employee who is bound by such a collective agreement may not work more than:  
(a) an average of 42 ordinary hours in a week over the agreed period;  
(b) an average of five hours overtime in a week over the agreed period.

#### 2.6 MEAL INTERVALS: SECTION 14

An employer must have a meal interval of 60 minutes after five hours work.  
A written agreement may:  
(a) reduce the meal interval to 30 minutes;  
(b) dispense with the meal interval for employees who work fewer than six hours in a day.

#### 2.7 DAILY AND WEEKLY REST PERIODS: SECTION 15

An employer must have a daily rest period of 12 consecutive hours and a weekly rest period of 24 consecutive hours, which, unless otherwise agreed, must include Sunday.

#### 2.8 PAY FOR WORK ON SUNDAYS: SECTION 16

An employee who occasionally works on a Sunday must receive double pay.  
An employee who regularly works on a Sunday must be paid at 1.5 times the normal wage.

#### 2.9 NIGHT WORK: SECTION 17

Employees who work in shifts between 1900 and 0500 must be compensated by payment of an allowance or by a reduction of working hours and transport must be available.  
Employees who work regularly after 2300 and before 0500 the next day must be compensated:  
(a) at any health and safety hazards; and  
(b) the right to undergo a medical examination.

#### 2.10 PUBLIC HOLIDAYS: SECTION 18

Every employer must be paid their ordinary pay for any public holiday that falls on a working day.  
Work on a public holiday by agreement and paid at double the rate.  
A public holiday may be exchanged with another day by agreement.

### 3. LEAVE: CHAPTER THREE

The chapter on leave does not apply to an employer who works less than 24 hours a month for an employer and to leave granted in terms of the leave entitlement under this chapter.

#### 3.1 ANNUAL LEAVE: SECTIONS 20 AND 21

Employees are entitled to 21 consecutive days annual leave or by agreement, one day for every 17 days worked or one hour for every 17 hours worked.  
Leave must be granted not later than six months after the end of the annual leave cycle.

An employer must not pay an employee instead of granting leave except on termination of employment.

#### 3.2 SICK LEAVE: SECTIONS 22 - 24

An employer is entitled to an annual paid sick leave of 26 months.  
An employer may require a medical certificate before paying an employee who is absent for more than five consecutive days or who is frequently absent.  
An employer may require a medical certificate before paying an employee who is absent for more than five consecutive days or who is frequently absent.

#### 3.3 MATERNITY LEAVE: SECTIONS 25 AND 26

A pregnant employee is entitled to four consecutive months maternity leave.  
A pregnant employee to employees nursing her child or an infant to perform work that is hazardous for her child.

#### 3.4 FAMILY RESPONSIBILITY LEAVE: SECTION 27

Full-time employees are entitled to three days paid family responsibility leave per year, on request, when the employer's child is born or sick, or at the death of the employee's spouse or the partner or the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.  
An employer may require reasonable proof.

### 4. PARTICULARS OF EMPLOYMENT AND REMUNERATION: CHAPTER FOUR

#### 4.1 APPLICATION

This chapter does not apply to an employee who works less than 24 hours a month for an employer.

#### 4.2 WRITTEN PARTICULARS OF EMPLOYMENT: SECTION 29

An employer must supply an employee when the employee commences employment, with the following particulars in writing:  
(a) full name and address of the employer;  
(b) name and occupation of the employee, or a brief description of the work;  
(c) nature of the work;  
(d) date of employment;  
(e) ordinary hours of work and day of work;  
(f) wage or the rate and method of calculating;  
(g) rate for overtime work;  
(h) any period of notice or period of contract;  
(i) description of any contract or schedule, determination which binds the employer's business;  
(j) period of employment with a previous employer that counts towards the period of employment;  
(k) list of any other documents that form part of the contract, indicating a place where a copy of each may be obtained.

#### 4.3 INFORMING EMPLOYERS OF THEIR RIGHTS: SECTION 30

A statement of employees' rights must be displayed at the workplace in official languages used at the workplace.

#### 4.4 KEEPING OF RECORDS: SECTION 31

Every employer must keep a record containing the following information:  
(a) employee's name and occupation;  
(b) time worked;  
(c) remuneration paid;  
(d) date of birth (under 18 years of age); and  
(e) any other prescribed information.

### 4.5 INFORMATION ABOUT REMUNERATION: SECTION 33 AND 33A

The following information must be given in writing when the employee is paid:  
(a) employee's name and address;  
(b) employee's name and occupation;  
(c) period of payment;  
(d) remuneration or wage;  
(e) any deduction made from the remuneration;  
(f) the total amount paid; and  
(g) the date of payment.

#### 4.6 DEDUCTIONS AND OTHER ACTS CONCERNING REMUNERATION: SECTIONS 34 AND 34A

An employer may not deduct money from an employee's remuneration unless:  
(a) the employee agrees in writing to the deduction of a specific amount;  
(b) the deduction is made in terms of a court order or an arbitration award.

#### 4.7 CALCULATION OF REMUNERATION AND WAGES: SECTION 35

Wages are calculated by the number of hours ordinary worked.  
Monthly remuneration is average to four and one-half times the weekly wage.

#### 4.8 MONITORING, ENFORCEMENT AND LEGAL PROCEEDINGS: SECTIONS 43 - 81

Labour inspectors must advise employees and employers on their rights and obligations in terms of employment laws that include inspection, investigation, and may include monitoring, and inspect, copy and remove records and information electronically (54 - 64).

#### 4.9 TERMINATION OF EMPLOYMENT: CHAPTER FIVE

##### 5.1 APPLICATION

This chapter does not apply to an employee who works less than 24 hours a month for an employer.

##### 5.2 NOTICE OF TERMINATION OF EMPLOYMENT: SECTION 37

A contract of employment may be terminated on notice of not less than:  
(a) one week, if the employee has been employed for six months or less;  
(b) two weeks, if the employee has been employed for more than six months but not more than one year;  
(c) four weeks, if the employee has been employed for one year or more, or if a term specified in a domestic worker's Part B been employed for more than six months.

##### 5.3 SEVERANCE PAY: SECTION 41

An employee dismissed for operational requirements or whose contract of employment is terminated in terms of section 38 of the Basic Conditions of Employment Act, 1997 or any other law.

##### 5.4 CERTIFICATE OF SERVICE: SECTION 42

On termination of employment an employer is entitled to furnish a certificate of service to an employee.

##### 5.5 PROHIBITION OF EMPLOYMENT OF CHILDREN AND FORCED LABOUR: SECTIONS 43 - 48

It is a criminal offence to employ or permit a child to work under 18 years of age.

### 6. VARIATION OF BASIC CONDITIONS OF EMPLOYMENT: SECTIONS 49 - 53

An employer may not vary or permit an employee to work under a condition of employment that is more favourable to the employee than the condition of employment that is provided for in the Act, unless the condition of employment is more favourable to the employee than the condition of employment that is provided for in the Act.

#### 6.1 MONITORING, ENFORCEMENT AND LEGAL PROCEEDINGS: SECTIONS 43 - 81

Labour inspectors must advise employees and employers on their rights and obligations in terms of employment laws that include inspection, investigation, and may include monitoring, and inspect, copy and remove records and information electronically (54 - 64).

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It is a criminal offence to employ or permit a child to work under 18 years of age.

### 7. GENERAL

#### 7.1 DEFINITION OF EMPLOYEE

Employee means a person who is performing a function in terms of the Act.

#### 7.2 DEFINITION OF EMPLOYER

Employer means a person who is performing a function in terms of the Act.

#### 7.3 DEFINITION OF CONTRACT OF EMPLOYMENT

Contract of employment means a contract in terms of which an employee is employed to perform a function in terms of the Act.

#### 7.4 DEFINITION OF TERMINATION OF EMPLOYMENT

Termination of employment means the termination of a contract of employment in terms of the Act.

#### 7.5 DEFINITION OF DISMISSAL

Dismissal means the termination of a contract of employment in terms of the Act.

#### 7.6 DEFINITION OF OPERATIONAL REQUIREMENTS

Operational requirements means the requirements of the Act.

#### 7.7 DEFINITION OF EMPLOYEE'S RIGHTS

Employee's rights means the rights of an employee in terms of the Act.

#### 7.8 DEFINITION OF EMPLOYER'S OBLIGATIONS

Employer's obligations means the obligations of an employer in terms of the Act.

#### 7.9 DEFINITION OF EMPLOYMENT CONTRACT

Employment contract means a contract in terms of which an employee is employed to perform a function in terms of the Act.

#### 7.10 DEFINITION OF EMPLOYMENT CONTRACT

Employment contract means a contract in terms of which an employee is employed to perform a function in terms of the Act.

## SUMMARY ACT, 5

### 1. CHAPTER I: DEFINITION, PURPOSE AND APPLICATION

1.1. DEFINITION OF EMPLOYEE  
1.2. DEFINITION OF EMPLOYER  
1.3. DEFINITION OF CONTRACT OF EMPLOYMENT  
1.4. DEFINITION OF TERMINATION OF EMPLOYMENT  
1.5. DEFINITION OF DISMISSAL  
1.6. DEFINITION OF OPERATIONAL REQUIREMENTS  
1.7. DEFINITION OF EMPLOYEE'S RIGHTS  
1.8. DEFINITION OF EMPLOYER'S OBLIGATIONS  
1.9. DEFINITION OF EMPLOYMENT CONTRACT

### 2. CHAPTER II: PURPOSE OF THE ACT

The purpose of this Act is to provide for the basic conditions of employment of employees in the private sector of the economy.

### 3. CHAPTER III: APPLICATION OF THE ACT

3.1. Chapter II applies to all employees and employers except members of the South African Police and certain employees working for an organisation with a charitable purpose.

### 4. CHAPTER IV: PROHIBITION OF DISCRIMINATION

4.1. No person may unfairly discriminate against another person on the basis of race, gender, sex, pregnancy, marital status, conscience, language, birth or another listed ground.

### 5. CHAPTER V: EQUAL PAY FOR EQUAL VALUE: SECTION 61

5.1. Employers may not employ persons performing similar work or work of equal value differently on the basis of race, gender, sex, pregnancy, marital status, conscience, language, birth or another listed ground.

### 6. CHAPTER VI: MEDICAL TESTING

6.1. Medical testing of an employee may only be required if the testing is necessary for the safety of the employee or other persons.

### 7. CHAPTER VII: PSYCHOMETRIC TESTING

7.1. Psychometric testing of an employee may only be required if the testing is necessary for the safety of the employee or other persons.



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