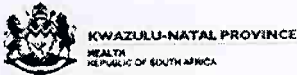


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Makhaye Nomsa - ?



KZN Health Intranet

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AdvertQuote



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 2022-06-20

Closing Date: 2022-06-27

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: RK Khan hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required RK Khan Hospital

Date Submitted 2022-06-20

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: 231/22-23

Item Category: Services

Item Description: Replacement Of Lightning and Eletrical Upgrades

Quantity (if supplies)

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Briefing Session

Date : 2022-06-24

Time: 11: 00 a.m

Venue: Maintenance - Tea Lounge

QUOTES CAN BE COLLECTED FROM: WEBSITE

QUOTES SHOULD BE DELIVERED TO: Tender Box - RK Khan Hospital

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Maud Khumalo

Email: maud.khumalo@kznhealth.gov.za

Contact Number: 031 459-6300 or 6301

Finance Manager Name: Mr ID Myeza

Finance Manager Signature:

No late quotes will be considered

ZNQ! 231/22-23

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT:
DATE ADVERTISED: 20 JUNE 2022 CLOSING DATE: 27 JUNE 2022 CLOSING TIME: 11:00
FACSIMILE NUMBER: 031 403 73333 E-MAIL ADDRESS: maud.khumalo@kznhealth.gov.za
PHYSICAL ADDRESS: 336 RK K HAN CIRCLE - WESTCLIFF - CHATSWORTH - 4092

QUOTE NUMBER: ZNQ / RKK / 231 / 22 - 23

DESCRIPTION: REPLACEMENT OF LIGHTING AND ELETRICAL UPGRADES

CONTRACT PERIOD: ONCE OFF (if applicable) VALIDITY PERIOD 60 Days SARS PIN:

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. M A A A

UNIQUE REGISTRATION REFERENCE

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)

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 CODE.....NUMBER..... FACSIMILE NUMBER CODE.....NUMBER.....
CELLPHONE NUMBER
E-MAIL ADDRESS
VAT REGISTRATION NUMBER (if VAT vendor)

YES NO

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]

DESCRIPTION: REPLACEMENT OF LIGHTING AND ELETRICAL UPGRADES

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
1	AS PER SPEC	REPLACEMENT OF LIGHTING AND ELETRICAL UPGRADES				
		AS PER ATTACHED SPEC				
		N.B : DECLARATION FORMS,CSD NO.,UNIQUE REG SUBMIT BBBEE VERIFICATION CERTIFICATE OR SWORN AFFUDAVIT,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 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>Enquiries regarding the quote may be directed to:</p> <p>Contact Person: N MAKHAYE Tel: 031 459 6301</p> <p>E-Mail Address: nomsa.makhaye@kznhealth.gov.za</p>	<p>Enquiries regarding technical information may be directed to:</p> <p>Contact Person: K S PILLAY Tel: 031 459-6145</p>
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**KZN DOH INFRASTRUCTURE DEVELOPMENT
2022/23 INSTITUTIONAL MAINTENANCE ANNUAL IMPLEMENTATION PLAN (AIP) - FOR ONLY CATEGORY C PROJECTS
INSTITUTIONAL MAINTENANCE PROJECTS CATEGORY C**

District Name : Ethekwini



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

No	District Municipality	Local Municipality	Mother Institution	Institution Name	Project Name/ Description	Issue Cluster	Programme	Type of Infrastructure		Estimated Project Budget 2021/22	Extent of Problem (Motivation)
								Regional/District/Cent ral Hospital; Clinic; Community Health Centre; Pharmaceutical Depots, Mortuary etc	Cat Code (C)		
Total											
1.	Ethekwini	Chatsworth	R K Khan Hospital	R K Khan Hospital	Refurbishment of Pharmacy Floors	Address delapidation of Building Infrastructure	Asbestos, Fencing, Borehole, Waste Area, Guardhouse	Regional/ District	Cat Code (C)	R 300 000	Floors are an Occupational Health and Safety Hazard
2	Ethekwini	Chatsworth	R K Khan Hospital	R K Khan Hospital	Painting of Xray, OPD, Admin Block and Kitchen	Address delapidation of Building Infrastructure		Regional/ District	Cat Code (C)	R 400 000	The hospital does not possess artisan painters, therefore, areas are neglected.
3	Ethekwini	Chatsworth	R K Khan Hospital	R K Khan Hospital	Driveway repairs and Roadmarking	Health and Safety		Regional/ District	Cat Code (C)	R 500 000	Roads have potholes at the Bulk Oxygen area and Parking Bays are required to be demarcated
4	Ethekwini	Chatsworth	R K Khan Hospital	R K Khan Hospital	Renovations to Casualty	Address delapidation of Building Infrastructure		Regional/ District	Cat Code (C)	R 450 000	The existing window hinged are broken and cannot be repaired as they are galvanized. The new windows will further improve the appearance of the hospital entrance
5	Ethekwini	Chatsworth	R K Khan Hospital	R K Khan Hospital	Replacement of OPD Awnings	Address delapidation of Building Infrastructure		Regional/ District	Cat Code (C)	R 300 000	The existing awnings have corroded and leaks during rainy seasons
6	Ethekwini	Chatsworth	R K Khan Hospital	R K Khan Hospital	Replacement of Lighting and electrical upgrades	Statutory Compliance		Regional/ District	Cat Code (C)	R 400 000	The lighting is outdated for which spares are not available. The new lights will be energy saving and improve reliability
7	Ethekwini	Chatsworth	R K Khan Hospital	R K Khan Hospital	Replacement of roof -waste area	Health and Safety		Regional/ District	Cat Code (C)	R 150 000	The existing roof leaks resulting in damage to medical waste boxes

Deputy Director- Systems: Mr. S.A. Ncobela
R.K. Khan Hospital
Sign: _____ Date: _____

Chief Executive Officer : Dr. L.J. Sobekwa
R.K. Khan Hospital
Sign: _____ Date: _____





HEALTH
KwaZulu-Natal

R K Khan Hospital

Specification

Replacement of Lighting and Electrical Upgrades at R K Khan Hospital



Replacement of Lighting and Electrical Upgrades at R K Khan Hospital

1. SCOPE OF CONTRACT

The scope of works calls for the installation of additional electrical socket outlets and rewiring and replacement of lighting in various areas as per the Scope of Works and Bill of Quantities.

2. DETAILED SPECIFICATION

2.1. Cables

- 2.1.1. Only **SABS approved** cables shall be used.
- 2.1.2. Cables for existing lighting installation shall be stranded house wire, Red (Live), Black (neutral) and green / yellow (earth)-
minimum 1.5mm².
- 2.1.3. The installation is to be durable and reliable to a safe standard and to comply with the code **SABS 0142**.
- 2.1.4. The cables must be secured and concealed by means of PVC "EGATUBING" or PVC conduit where surface wiring is required.
- 2.1.5. Cables ends shall be secured with PVC glands where possible, no exposed wiring.

2.2. Circuit Breakers

- 2.2.1. Circuit Breakers must be of the Hydraulic – Magnetic Technology type, VC 8036 compliant (SANS 556-1)
- 2.2.2. Circuit Breakers must be VDE approved, CE certified AC branch circuit protection (SANS 60947 – 2)
- 2.2.3. The Circuit breakers must be standard mount, 13mm wide with ratings to match wire and load required as per wiring standards.

2.3. Socket and Isolator Outlets

- 2.3.1. Sockets shall be housed in Cabstrut Execuduct single compartment 55 mm wide x 82.5 mm height with SEZ type clips and PVC cover plates.
- 2.3.2. Sockets outlets shall be Crabtree or Clipsal or other SABS approved products, with matching cover plates.
- 2.3.3. The socket outlets shall be standard fitment to fit existing single compartment ducting.
- 2.3.4. Where surface mounted boxes are required, only SABS type boxes and socket outlets are to be used.
- 2.3.5. Stove isolators shall be minimum 60 Amp rating, single toggle with indicating lights, mounted in robust 100mm x 100mm PVC surface boxes

2.4. Extractor Fans

- 2.4.1. Extractor fans must be 220V, Industrial type, flame retardant.
- 2.4.2. Fans to be 600mm in diameter, high degree corrosion resistance double dipping all steel and alloy components in resin based paint. Bolts, nuts and other fixings including the motor side wire guard are electro-galvanized. An epoxy resin impeller side guard

3. Lighting:

- 3.1. Lighting to be LED type dust and moisture proof lighting
- 3.2. **Specification LED FLAT PANEL LIGHTING:**
 - Slim Line, Power: 72W, Voltage: 230V 50Hz
 - Life Span: approx. 25000H
 - Rating IP20



120° Angle light

Brightness: approx. 5700Lm

Colour: Cool White 6500k

Dimensions: 1195mm X 595mm X 10mm

3.3. Specification- LED 4 FT SURFACE LIGHTING:

4 foot complete White with prismatic diffuser

4 foot - 2 tube (double)

approx.1200 x 70mm high

Metal with acrylic diffuser, metal base plate

Manufactured to ISO standards, wired for LED tubes

Supplied with 2 LED G13 18Watt 220V-240V 1700lm 4000K TUBES

3.4. Specification- LED FLOOD LIGHTS:

DESCRIPTION

Light Colour: Colour Temperature: Pure White

Pure White : 5500k ~ 6000k

Lighting Angle:170 degrees

Life Span:50 000 hours or above

Product Size: Approximately 350(w) x 280(h) x 450(depth)

Material: Die-cast aluminium housing with tempered glass lense

Product features: Waterproof enclosure with terminated water tight flexible cable. Double chip COB illumination

SABS IEC AND CE APPROVED

Power Consumption: 100 watt

Current Consumption: Approximately 0.5 A

Lighting Lumens:10 000lm Approx.

Operating Voltage:230V/AC



Schedule of Price

Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL	
				R	c	R	c
	<p>NOTE:</p> <p>All rates for items contained in this Schedule of Prices must be computed excluding the applicable Sales Tax.</p> <p>The Administration reserves the right to Negotiate prices in the Bill of Quantities.</p>						
	<p>INSTITUTION: R K KHAN HOSPITAL</p> <p>SERVICE: Replacement of Lighting and Electrical Upgrades</p> <p>All rates quoted shall be inclusive of transport, labour and profit.</p> <p>The Tenderer is advised that the buildings are Occupied.</p>						
	<p>PROPRIETARY ARTICLES:</p> <p>All equipment and material used in this contract shall be that which is specified or other approved.</p>						
	ITEM DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL	
1.	Rewire the existing lighting in the Pharmacy waiting area with new stranded house wire	metres	150				
2.	Install new lights and wire in M1 Labour ward (lights supplied by the hospital)	item	22				
3.	Provide electricity supply to new stoves at the Nurses' Home and Doctors' Quarters (10 points)	metres	200				
4.	Supply and install additional plug points within the pharmacy, Ward M1	item	102				
5.	Supply and install extractor fans as per the detailed specifications in the Flammable stores.	item	2				
6.	Supply and install LED flat panel lighting 1200mm x 600mm	Item	174				
7.	Supply and install LED 4 ft surface lighting	Item	132				
8.	Supply and install LED 5 ft surface lighting	Item	60				
9.	Supply and install LED flood lights- 100 watt	Item	30				
10.	Safety file and work plan	Item	1				
ADD Provision for Value Added Tax Allow 15%						R	
Subtotal						R	
TOTAL: CARRIED TO TENDER FORM						R	



5. CONDITIONS OF CONTRACT

- 5.1. Contractors are advised to visit the site and take specific measurements before submitting quotes.
- 5.2. Storage of all materials will be at contractors' risk.
- 5.3. All necessary safety precautions are to be observed.
- 5.4. **Contractors are required to provide a detailed safety file with a detailed work plan on award. (price to be included within the tender)**
- 5.5. The commencement of the works is to be 2 weeks from the date of the official order and completion within the period of 2 months.
- 5.6. All works is to be guaranteed for 12 months from date of completion.
- 5.7. All materials is to be S.A.B.S. approved.
- 5.8. All works carried out is to be to the entire satisfaction of the CEO or his appointed representative.
- 5.9. All material shall be approved by the maintenance department prior to installation.
- 5.10. Contractors must be registered with the **C.I.D.B. for electrical works**. Minimum grading of **1EB. 1EP**
- 5.11. Contractors must provide a **Certificate of Compliance as per SANS 0142 on completion**.
- 5.12. Quotations are to be deposited at the Hospital Security office.

Name : _____
Company: _____
Signature: _____

COMPANY STAMP

***Compulsory:**

- 1) *Kindly sign and stamp in acceptance of the specifications.*
- 2) *Return all completed price schedules with tender documents*
- 3) *Enter final total on the official price page*
- 4) *Provide proof of Wireman's license.*
- 5) *Provide proof of registration with the Electrical Contracting Association.*

Failure to comply with all of the above will result in disqualification.

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.

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
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 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.....

(Tick applicable box)

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

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

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

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]**

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

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....
.....

9.6 **COMPANY CLASSIFICATION [TICK APPLICABLE BOX]**

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

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

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

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

WITNESSES	
1.
2.

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