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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:
232/22-23

Item Category: Services

Item Description: Refurbishment Of Flooring in Pharmacy

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:

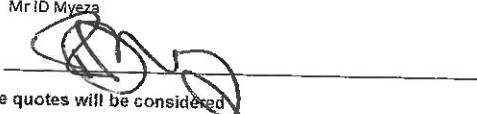
Name: Maud Khumalo

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!-232/22-23

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 / 232 / 22 - 23

DESCRIPTION: REFURBISHMENT OF FLOORING IN PHARMACY

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)

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES NO
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES& QSEs) MUST BE SUBMITTED TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]



REFURBISHMENT OF FLOORING IN PHARMACY

AT R.K. KHAN HOSPITAL

1. SCOPE OF CONTRACT

This specification calls for:-

- a) The repairs to floor screeds and the laying of self-leveling epoxy to the pharmacy bulk storage area.
- b) Minor repairs/ replacement of vinyl matting at the M-Block ground floor passage.

2. SPECIFICATION

- 2.1. **FLOOR PREPARATION: EPOXY FLOORING (420m²)**
 - 2.1.1. The existing floor surfaced shall be assessed for inconsistencies and repaired accordingly.
 - 2.1.2. All loose mortar shall be removed and re-rendered.
 - 2.1.3. The floor surface shall be resurfaced with a suitable strength screed to accommodate heavy load and traffic demands.
 - 2.1.4. All floor surfaces are to be rendered to a smooth finish to ensure that the epoxy laid forms a smooth consistent finish
 - 2.1.5. Contractors are to ensure that floor surfaces are thoroughly cured/dry prior to final floor finish application.
 - 2.1.6. The product shall be applied in accordance with the product manufacturer's recommendations
 - 2.1.7. The preferred products to be used is **Flowcrete Deckshield ID** or equal approved including all preparation works according to the manufacturer's instructions, including cutting and joint preparation.
 - 2.1.8. The colour of the final floor finish shall be decided on site handover.
- 2.2. **FLOOR PREPARATION: VINYL FLOORING (20m²)**
 - 2.2.1. The existing vinyl floor matting shall be removed and disposed of.
 - 2.2.2. The exposed concrete floor surface shall be inspected for loose mortar and wear and shall be repaired accordingly.
 - 2.2.3. The mortar mixture shall be above **32 MPa "pavelite"** or higher to create a new high strength floor screed.
 - 2.2.4. The new vinyl shall be laid in accordance with manufactures procedures with maximum 3mm welded joints.
 - 2.2.5. Vinyl sheeting shall be **2 mm** in thickness for flooring, supplied in 20 metre rolled lengths.
 - 2.2.6. The newly laid vinyl shall be sealed with 1 coat of wax based polish on completion.

2.2.7. Vinyl colours shall be matched to the existing floor colours for which a sample will be viewed and approved prior to installation in consultation with the successful bidder.

Contractors must take note that work shall be undertaken after hours and on weekends.

Labour rates shall be quoted on accordingly.

*** Refer to attached schedule of areas and rates for more details.**


ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	PRELIMINARIES				
1	Occupational Health and Safety Act No. 58 of 1993. Tenders are to allow for cost in providing a construction phase Safety, Health and Environment	Item	1		
2	Allow for Labour Personal Protective Equipment (PPE), Safe site barricading and other safety requirements of the site	Item	1		
	PLANT & EQUIPMENT				
3	Supply of Plant and Equipment including scaffolding, protective floor boards to allow for access	Item	1		
	PORTABLE TOILET				
4	Supply and maintenance of 1 flushable portable toilet on site for the duration of the contract	Unit	1		
	WATER FOR THE WORKS				
5	<u>The contractor shall provide all water necessary for the completion of works at his/ her own expense and shall not use any water from the institution or any other provincial building for the duration of the contract</u> <u>The contractor will make his own arrangements to provide water tanks, drums water carts etc.</u>	Item			
	ELECTRICAL LIGHTING AND POWER				
6	The contractor shall provide any artificial lighting which may be required or necessary in connection with the works.	Item	1		
	LEAVE PERFECT:				
7	Allow for cleaning all glass, accumulated rubble, building material etc. washing all floors and leaving the whole grounds and site in a thoroughly clean and perfect state and fit for occupation. Care must be taken not to use any cleaning chemicals that will be harmful to the finished floor surfaces.	Item	1		
	ALTERATIONS: NOTE: <u>Leave all work in good working condition. All materials used must be SABS/ SANS Approved. Priced quote must be inclusive of labour, material and transport. This project is subject to change on completion due to work evaluation on site</u>	Note			
	REMOVE SCREED TO FLOORING				
1	Remove cracked/ damaged screeds to flooring areas	M ²	50		
2	Remove rubble from site to an approved Municipal dumping site	M ³	5		
	EPOXY FLOORING				
8	<u>The preferred products to be used is Flowcrete Deckshield ID or equal approved including all preparation works according to the manufacturer's instructions, including cutting and joint preparation.</u> Vinyl sheeting	M ²	420		
9	<u>Polyflor Pearlazzo PUR or approved equivalent 2mm thick x 2m wide fully flexible PVC sheet flooring with monolayer and homogeneous construction, non directional design and PUR reinforcement Colour code</u>	M ²	20		
10	Polish and seal	M ²	20		
				subtotal	
				add 15% VAT	
				TOTAL	

3. CONDITIONS OF CONTRACT

3.1. Contractors are advised to visit the site and take specific measurements before submitting quotes.

***CONTRACTORS MUST LIAISE WITH THE MAINTENANCE DEPARTMENT BEFORE COMMENCEMENT OF THE PROJECT.**

- 3.2. Storage of all materials will be at contractors risk.
- 3.3. All necessary safety precautions are to be observed.
- 3.4. The commencement of the works is to be 2 weeks from the date of the official order. Completion to be 1 month from the date of commencement.
- 3.5. All works is to be guaranteed for 12 months from date of completion.
- 3.6. All materials is to be S.A.B.S. approved.
- 3.7. All works carried out is to be to the entire satisfaction of the CEO or his/ her appointed representative.
- 3.8. All contractors from within the borough of Durban will be considered.
- 3.9. Contractors are advised to provide professional tradesmen.
- 3.10. Contractors are advised to be registered with the **C.I.D.B.** with 1GB rating.
- 3.11. Tender document will be handed out during the site meeting,

CHIEF ARTISAN 
MAINTENANCE DEPARTMENT R.K. KHAN HOSPITAL PRIVATE BAG X004 CHATSWORTH 4030
DATE: 07/06/2022

Name: _____
Company: _____
Signature: _____

COMPANY STAMP

- Compulsory:
- 1) Kindly complete the bill of quantities and the official price page in full.
 - 2) Attach proof or recommendations of work done of a similar scope, value and capacity.
 - 3) Provide catalogues or brochures for products offered
- Failure to comply with 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;
- (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

SBD 6.1

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:

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

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = 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

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

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

7.1.1 If yes, indicate:

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

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

-(Tick applicable box)

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

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

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

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

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

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