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AdvertQuote

KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

| | | |
|---|--|-------------------------------------|
| Opening Date: | 2022-05-06 | |
| Closing Date: | 2022-05-20 | |
| Closing Time: | 11:00 | |
| INSTITUTION DETAILS | | |
| Institution Name: | RK Khan hospital | <input checked="" type="checkbox"/> |
| Province: | KwaZulu-Natal | |
| Department or Entity: | Department of Health | |
| Division or section: | Central Supply Chain Management | |
| Place where goods / services is required | R K KHAN HOSPITAL | |
| Date Submitted | 2022-05-06 | |
| ITEM CATEGORY AND DETAILS | | |
| Quotation Number: | ZNQ: 93/22-23 | |
| Item Category: | Services | <input checked="" type="checkbox"/> |
| Item Description: | Provision Of Cleaning Services @ R K Khan Hospital (03 months) | |
| Quantity (if supplies) | | |
| COMPULSORY BRIEFING SESSION / SITE VISIT | | |
| Select Type: | Compulsory Briefing Session | <input checked="" type="checkbox"/> |
| Date : | 2022-05-16 | |
| Time: | 11 :00 A.M | |
| Venue: | Nurses Residence - Tv Room | |
| QUOTES CAN BE COLLECTED FROM: | WEBSITE | |
| QUOTES SHOULD BE DELIVERED TO: | R K KHAN HOSPITAL TENDER BOX | |
| ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO: | | |
| Name: | Maud Khumalo | |
| Email: | maud.khumalo@kznhealth.gov.za | |
| Contact Number: | 031 459 6300 | |
| Finance Manager Name: | Mr ID Myeza | |
| Finance Manager Signature: | | |

No late quotes will be considered

ZNO!- 93/22-23

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: R.K KHAN HOSPITAL

DATE ADVERTISED: 06 MAY 2022 CLOSING DATE: 20 MAY 2022 CLOSING TIME: 11:00

FACSIMILE NUMBER: 031 403 7333 E-MAIL ADDRESS: maud.khumalo@kznhealth.gov.za

PHYSICAL ADDRESS: 336 R.K KHAN CIRCLE - WESTCLIFF - CHATSWORTH - 4092

QUOTE NUMBER: 93 / 22-23

DESCRIPTION: PROVISION OF CLEANING SERVICES AT R K KHAN HOSPITAL

CONTRACT PERIOD: 03 MONTHS (if applicable) VALIDITY PERIOD 60 Days SARS PIN:

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. [grid]

UNIQUE REGISTRATION REFERENCE [grid]

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)

336 R.K KHAN CIRCLE - WESTCLIFF - CHATSWORTH - 4092

TENDER BOX - SITUATED AT MAIN GATE BY SECURITY OFFICES

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]

DESCRIPTION: **PROVISION OF CLEANING SERVICES AT R K KHAN HOSPITAL**

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 |
| | 15 | PROVISION OF CLEANING SERVICES - : | | | | |
| | STAFF | AT R.K . KHAN HOSPITAL | | | | |
| | | 03 MONTHS | | | | |
| | | LABOUR & BARGAINING COUNCIL CERTIFICATE TO BE ATTACHED | | | | |
| | | AS PER ATTACHED SPEC. | | | | |
| | | N.B// DECLARATION FORMS,CSD NO.,UNIQUE REG., SUBMIT BBEE VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT,THE CERTIFICATE MUST BE SANAS APPROVED,MUST BE SUBMITTED WITH QUOTATION. | | | | |
| | | N.B// SAMPLE TO BE PROVIDED UPON REQUEST BY INSTITUTION VIA EMAIL,UPON REQUEST THE SAMPLE MUST BE DROPPED WITHIN 5 (FIVE) WORKING DAYS ,FAILER TO SUBMIT UPON REQUESTED PERIOD,THE SUPPLIER WILL BE DISQUALIFIED | | | | |
| 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 |

| | |
|--|---|
| Enquiries regarding the <u>quote</u> may be directed to: Contact Person: <u>N MAKHAYE</u> Tel: <u>031 459 6301</u> E-Mail Address: <u>nomsa.makhaye@kznhealth.gov.za</u> | Enquiries regarding <u>technical information</u> may be directed to: Contact Person: <u>N.T.A. DUMAKUDE</u> Tel: <u>031 459 6018</u> |
|--|---|

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, or part thereof, be awarded to persons employed by the state or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quote(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quote.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

2.1. Full Name of bidder/representative.....

2.2. Identity Number:

2.3. Position occupied in the Company (director, trustee, shareholder?):

2.4. Company Registration Number:

2.5. Tax Reference Number:

2.6. VAT Registration Number:

2.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

2.8. Are you or any person connected with the bidder presently employed by the state? [TICK APPLICABLE]

| | |
|-----|----|
| YES | NO |
|-----|----|

2.8.1. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:.....

Position occupied in the state institution:Any other particulars:.....

2.8.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

| | |
|-----|----|
| YES | NO |
|-----|----|

2.8.2.1. If yes, did you attach proof of such authority to the quote document?

| | |
|-----|----|
| YES | NO |
|-----|----|

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.)

2.8.2.2. If no, furnish reasons for non-submission of such proof:

2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

| | |
|-----|----|
| YES | NO |
|-----|----|

2.9.1. If so, furnish particulars:.....

2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quote?

| | |
|-----|----|
| YES | NO |
|-----|----|

2.10.1. If so, furnish particulars:.....

2.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this quote?

| | |
|-----|----|
| YES | NO |
|-----|----|

2.11.1. If so, furnish particulars:.....

2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

| | |
|-----|----|
| YES | NO |
|-----|----|

2.12.1. If so, furnish particulars:.....

3. Full details of directors / trustees / members / shareholders.

NB: The Department Of Health will validate details of directors / trustees / members / shareholders on CSD. It is the suppliers' responsibility to ensure that their details are up-to-date and verified on CSD. If the Department cannot validate the information on CSD, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

4. DECLARATION

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.

I ACCEPT THAT THE STATE MAY REJECT THE QUOTE OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

| | | | |
|----------------|-----------|----------|------|
| Name of bidder | Signature | Position | Date |
|----------------|-----------|----------|------|

¹"State" means -

- | | |
|--|--|
| <p>a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);</p> <p>b) any municipality or municipal entity;</p> | <p>c) provincial legislature;</p> <p>d) national Assembly or the national Council of provinces; or</p> <p>e) Parliament.</p> |
|--|--|

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.



CLEANING SERVICES – R.K KHAN HOSPITAL

1. SCOPE OF CONTRACT

To ensure that the Hospital has cleaning services available at all times.

2. CONTRACT REQUIREMENTS

| NON COMPLIANCE OF SUBMITTING DOCUMENTS WILL AUTOMATICALLY BE DISQUALIFIED | YES / NO |
|--|-----------------|
| • Proof of Department of Labour certificate | |
| • Proof of Bargaining Council certificate for Cleaning Services | |
| • B-BBEE certificate | |
| • Tax compliance status | |
| • Company stamp | |
| • Signed and fully completed specification document | |
| • Fully completed official quotation document (original) | |

3. SPECIFICATION / SCOPE OF WORK

- The Service Contract is required to provide Cleaning Services to RK Khan Hospital during week days, weekends and public holidays for the duration of 3 months.
- Bargaining Council rates for year 2022 must be used when determining employee salary.

4. SERVICE CONTRACT PERIOD

- 3 months service contract effective on the 1st of the next month once receiving an official order.

| NO. | SERVICE | TIME | NO. OF STAFF |
|------------|--------------------------------|----------------|---------------------|
| 1 | Day shift – Monday to Sunday | 06H00 to 18H00 | 10 |
| 2 | Night shift – Monday to Sunday | 18H00 to 06H00 | 05 |

5. SERVICE HOURS

- The service provider is require to have their full complement of staff during week days from 06H00 to 18H00 (day shift), week days from 18H00 to 06H00 (night shift), weekends 06H00 to 18H00 (day shift), weekends 18H00 to 06H00 (night shift), public holidays 06H00 to 18H00 (day shift), public holiday 18H00 to 06H00 (night shift).

6. CONTRACT SERVICE PROCEDURE

- Clean all the Department offices, Examination rooms, Sluice rooms, toilets, Equipment and other cleaning within the Department.
- Collect and bundle linen and throw it in the schutes.
- Decontaminate frequently used surfaces.
- The cleaners will be expected to decontaminate the areas affected by Covid 19 pandemic.
- Sweep all floors, mop and wash staff security guard house and public toilets. Wiping of walls, basins, taps and windows.
- Cleaning of sluice room, stock rooms, and kitchen, shining of furniture, cleaning of fridges and cupboards and washing of dressing trolleys.
- Clean the drains and courtyards.
- Segregate and dump waste generated by the Department wards and officers.
- The company must have own register
- To transport soiled linen and collect clean linen from our Laundry Department as and when required.
- To lift / move hospital equipment from various locations with the Institution should the need arise.
- Clean the passages and corridors.

7. RK KHAN HOSPITAL CONTRACT TERM AND CONDITION

The service provider will be required to:

- Allocate staff at RK Khan Hospital and Clairwood Hospital.
- Cleaning service shall be provided (7) seven days per week inclusive of weekends and public holidays (as per the year 2022 calendar)
- Lunch / tea breaks to be negotiated with the Systems Manager. Hours of attendance may be subject to changes.
- Total number of personal required is 14 staff plus 1 team leader which totals 15 staff. It is compulsory for the service provider to ensure that the total number of staff is on duty during the stipulated working hours. Non availability of staff will be considered a breach of contract.
- Contractor to ensure that the supervisor / team leader is available at all times.
- The Deputy Director Systems or Assistance director shall determine the porter / messenger needs and will provide the supervisor / team leader onsite with a list for such placements and duties.
- The supervisor / team leader shall also provide the Assistant Systems Manager with a signed copy of their allocated staff and attendance register.
- The service provider must provide all their staff with uniform with company logo.
- The service provider should give their staff member's safety shoes and name badges.
- The service provider staff must maintain patient confidentiality at all times.
- The service provider must arrange for replacement staff at their own cost should the need arise.
- Staff will be required to perform cleaning duties at Clairwood Hospital.
- Cleaning tools and material will be provided.

8. CONDUCT

- No staff should participate in any sort of strike action.
- Should the staff participate on strike action the Hospital will temporarily employ staff on the expense of the service provider and immediately cancel the contract.
- At all times be courteous and polite to staff, patients and visitors.
- Assist Medical and Nursing staff in case of emergencies.

9. SCHEDULE OF PAYMENT PROFILE FOR OUT SOURCING OF CLEANING SERVICES

| <u>DESCRIPTION</u> | <u>ADDITIONAL INFORMATION</u> | <u>SERVICE PROVIDER PRICE BREAK DOWN</u> |
|---|-------------------------------|--|
| No. of day shift staff (06h00 to 18h00) | 10 | |
| Payment rates per staff member basic | Basic condition of employment | Rate per hour: R |
| Sunday allowance | Time and half | Rate per hour: R |
| Public holiday allowance | Double | Rate per hour: R |
| Compensation for occupational injuries & diseases (COIDA) | 5% of Basic salary | R |
| Unemployment Insurance Fund | 1% of Basic salary | R |
| Bargaining council levy | .05% of Basic salary | R |
| | | |
| No. of night shift staff (18h00 to 06h00) | 05 | |
| Payment rates per staff member basic | Basic condition of employment | Rate per hour: R |
| Sunday allowance | Time and half | Rate per hour: R |
| Public holiday allowance | Double | Rate per hour: R |
| Compensation for occupational injuries & diseases (COIDA) | 5% of Basic salary | R |
| Unemployment Insurance Fund | 1% of Basic salary | R |
| Bargaining council levy | .05% of Basic salary | R |

| <u>DAY SHIFT STAFF – 10 (06h00 to 18h00)</u> | <u>NIGHT SHIFT STAFF – 5 (18h00 to 06h00)</u> |
|--|---|
| 6 staff to work at R.K Khan Hospital | 3 staff to work at R.K Khan Hospital |
| 4 staff to work at Clairwood Hospital | 2 staff to work at Clairwood Hospital |
| | |

-
- KINDLY RETURN ALL DOCUMENTATION WHEN REPLYING

BILL OF QUANTITY – CLEANING SERVICES RK KHAN HOSPITAL PERIOD (01 JUNE 2022 TO 31 AUGUST 2022)

| <u>DESCRIPTION</u> | <u>NUMBER OF EMPLOYEES INCLUDING RELEASE</u> | <u>BASIC SALARY PER EMPLOYEE</u> | <u>UIF RATE</u> | <u>NIGHT SHIFT ALLOWANCE RATE</u> | <u>TEAM LEADER ALLOWANCE</u> | <u>COIDA RATE</u> | <u>BARGAINING COUNCIL LEVY</u> | <u>SUNDAY RATE</u> | <u>PUBLIC HOLIDAY RATE</u> | <u>GROSS SALARY PER EMPLOYEE</u> | <u>TOTAL</u> |
|--|--|----------------------------------|-----------------|-----------------------------------|------------------------------|-------------------|--------------------------------|--------------------|----------------------------|----------------------------------|--------------|
| 1. Day shift Monday to Sunday 06H00 to 18H00 | | R | R | | | R | R | R | R | R | R |
| 2. Night shift Monday to Sunday 18H00 to 06H00 | | R | R | R | | R | R | R | R | R | R |
| 3. Day shift Team Leader 06H00 to 18H00 | | R | R | | R | R | R | R | R | R | R |
| 4. Employee uniform | | | | | | | | | | | R |
| 5. Employee badge | | | | | | | | | | | R |
| 6. Miscellaneous Cost to Company | | | | | | | | | | | R |
| 7. Profit | | | | | | | | | | | R |
| | | | | | | | | | | Sub-Total | R |
| | | | | | | | | | | 15 % Vat | R |
| | | | | | | | | | | Total | R |

I acknowledge that this form has been checked by me, and that all the required information and documents have been furnished. Failure to provide these documents may render my bid as invalid and automatically disqualified.

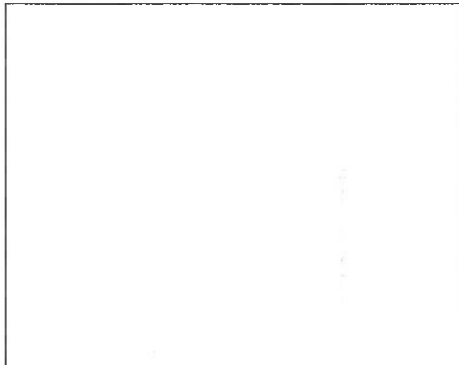
Authorized company signature : _____

Full name in print : _____

Date : _____

Company name : _____

Company stamp :



| | | | |
|------------------------------|--------------------------------|-----------------------------------|--------------------------------|
| Name of End-user (in full) | S. A. NIGRESSA | Name of Demand Management Officer | Ravi Chetty |
| Designation / Rank (in full) | D.O. systems | Designation / Rank (in full) | Supply Management Officer |
| Signature | <i>[Handwritten Signature]</i> | Signature | <i>[Handwritten Signature]</i> |
| Date | 03/05/2022 | Date | 03/05/2022 |

- KINDLY RETURN ALL DOCUMENTATION WHEN REPLYING

SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

SCC

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 OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor). However, it must be noted that the Department reserves the right to evaluate all quotations excluding VAT as some bidders may not be VAT vendors.
- 3.5. 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.*
- 3.6. 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.
- 3.7. 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.
- 3.8. Offers must comply strictly with the specification.
- 3.9. Only offers that meet or are greater than the specification will be considered.
- 3.10. Late offers will not be considered.
- 3.11. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.12. Used/ second-hand products will not be accepted.
- 3.13. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.14. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.15. 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.
- 3.16. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.17. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.18. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.19. 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 is incomplete in any respect, the said supplier meets all specification requirements and is lowest to quote, 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.

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. FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.

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:

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

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (80/20 system) |
|------------------------------------|---------------------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING applicable box

(Tick

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

| Designated Group: An EME or QSE which is at 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 | | |

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> |