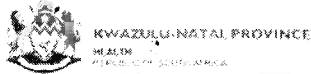


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Makhaya Nomsa ▾ ?



## KZN Health Intranet

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KZN Health > Components > Supply Chain Management

AdvertQuote



### Quotation Advert

**Opening Date:** 2022-11-11

**Closing Date:** 2022-11-18

**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** 2022-11-11

#### ITEM CATEGORY AND DETAILS

**Quotation Number:** ZNQ:  
745/22-23

**Item Category:** Services

**Item Description:** Replacement of Air Conditioners as per spec

**Quantity (if supplies)** 02 Units

#### COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Compulsory Briefing Session

**Date :** 2022-11-15

**Time:** 12:00 p.m

**Venue:** Maintenance / Workshop Tea Lounge

**QUOTES CAN BE COLLECTED FROM:** Website

**QUOTES SHOULD BE DELIVERED TO:** Rk Khan Hospital - Tender Box Next Main Entrance Gate

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

**Name:** Maud Khumalo

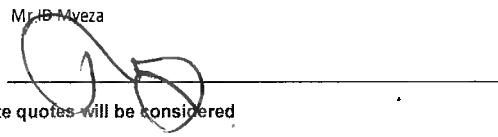
**Email:** maud.khumalo@kznhealth.gov.za

**Contact Number:** 031 459 6300

Finance Manager Name:

Mr. B. Mveza

Finance Manager Signature:



No late quotes will be considered

NO. 745/22-23

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: RK KHAN HOSPITAL

DATE ADVERTISED: 11 NOVEMBER 2022 CLOSING DATE: 18 NOVEMBER 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 / 745 / 22 - 23

DESCRIPTION: REPLACEMENT OF AIR CONDITIONERS AS PER SPEC

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]



**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. BIDDER'S DECLARATION**

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1. If so, furnish particulars: .....

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1. If so, furnish particulars: .....

**3. DECLARATION**

I, the undersigned,(name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Name of Bidder**

.....  
**Signature**

.....  
**Position**

.....  
**Date**

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

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

## GENERAL CONDITIONS OF CONTRACT

### 1. AMENDMENT OF CONTRACT

- 1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

### 2. CHANGE OF ADDRESS

- 2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

### 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
- (i) *that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk*
- (ii) *it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.*
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

### 4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.



## SPECIFICATION

### REPLACEMENT OF SPLIT TYPE AIR CONDITIONERS AT R.K. KHAN HOSPITAL

#### 1. SCOPE OF CONTRACT

This specification calls for the replacement of air conditioners in CEO's office and TCC SAPS Room

#### 2. DETAILED SCOPE

- 2.1. The units to be installed shall be 36000 and 12000 BTU wall mounted units.
- 2.2. The existing power supply shall be used.
- 2.3. The installation is a back to back installation.
- 2.4. All supporting brackets and structures are to be durable and reliable to a safe stand.
- 2.5. **NOTE:** the building is a prefabricated unit. Brackets and supporting systems shall be modified accordingly.
- 2.6. The units to be removed are window/ wall units which will leave a void in the wall which is required to be patched and sealed with similar materials.
- 2.7. All equipment offered must be of a make and type **freely available in South Africa for which local agents carry adequate stocks of spares.**
- 2.8. All equipment such as fans, compressors, etc, shall be operated well within the manufacturer's ratings. Equipment offered for use beyond these limits will not be considered.
- 2.9. Tenderers must submit manufacturer's ratings of all equipment offered. Ratings shall be given in the SI System.
- 2.10. Units shall consist of a direct expansion fan coil unit and a separate externally located air cooled condensing
- 2.11. The fan coil unit must be suitable for wall and floor mounting or ceiling suspended as specified and shall be operated by hard wired controls.
- 2.12. Hardwired controls are required, however when specified remote controls shall be supplied complete with batteries and wall mounting brackets.
- 2.13. Fan coil units shall be of the free standing cabinet type with discharge grille on top. Each unit shall be complete with chilled water coil, fan, filters, three way control valve, and drain pan.
- 2.14. Fans shall be of the centrifugal type directly connected to extended motor shafts. Fans and motors shall be quiet in operation.
- 2.15. Fan motors shall be of the shaded pole or permanent split capacitor type with built in overload protection. Motors shall have three speed windings and be factory wired to a junction box.

Zwa: 745/22-23

- 2.16. Drain pans shall be accessible for cleaning and shall be properly pitched for positive drainage and shall project under the entire length and width of the coil, including uninsulated portions of the flow and return water piping. Plastic or other approved type drain tubing of not less than 25mm nominal bore shall be provided.
- 2.17. Precautions shall be taken to prevent condensation on the outside of drain pans and piping.
- 2.18. The mean sound pressure levels generated by the units shall not exceed NC35 values when measured at a distance of 2 metres from the units.
- 2.19. Air-conditioners shall conform with the SABS Specification for Room Air-conditioners, No. 1125 of 1996 as amended.
- 2.20. Room air-conditioners shall be completely self-contained and equipped with suitable filters, recirculation fan with a minimum of two speeds, adjustable or automatic directional air discharge vanes, direct expansion cooling coil, compressor, air cooled condenser, interconnecting refrigerant tubing, reverse cycle heating unless otherwise specified, thermostat, control panel and electric wiring.
- 2.21. All moving parts shall be resiliently mounted in a sturdy sheet steel casing.
- 2.22. All steel surfaces shall be thoroughly rust proofed in the factory and final coated with epoxy scratch-proof finish unless otherwise specified.
- 2.23. Condenser coils shall be constructed from copper or aluminium tubing and aluminium or copper fins as specified.
- 2.24. The condensing unit shall be wall mounted on sturdy, hot dipped galvanised brackets with galvanised rawl bolts in the position specified.
- 2.25. The condensing unit shall be made weather proof.
- 2.26. The interconnecting refrigerant piping and electric wiring shall be fitted in trunking and unobtrusively run between units and must be straight, vertical, horizontal or parallel to walls as applicable.
- 2.27. Refrigerant piping shall be seamless, dehydrated, deoxidised, sealed, copper tubing.
- 2.28. Holes made through the building wall shall be neatly finished, sealed and made good, and a horizontal PVC sleeve installed protruding not more than 5mm beyond the wall.
- 2.29. The suction (and supply when reverse cycle heating is used) line piping is to be insulated with Armaflex insulation or other approved brand and any exposed insulation is to be painted with UV resistant, flexible type outdoor paint. Any joints or bends are to be sealed with polyurethane foam.
- 2.30. All valve assemblies and reticulation to comply with the **S.A.B.S. code of practice**.
- 2.31. Power supply to the unit shall be assessed for adequacy and modified accordingly.
- 2.32. The contractor to liaise with the maintenance department and the institute to make necessary arrangements for relevant shutdowns.
- 2.33. All tampered surfaces are to be repaired to acceptable standards (including paint and plaster).
- 2.34. **NOTE:** The removal of existing window/ wall units will leave a void in the wall. The void is required to be sealed using similar material.
- 2.35. The existing non-functional units shall be returned to the maintenance department upon removal.

The contractor to liaise with the maintenance department and the institute to make necessary arrangements for relevant shutdowns or interruptions to services.



**3. Bill of quantities**

NO.	AREA	MAKE/ MODEL	Scope of Work	QUANTITY	Cost per item	Total
2	CEO's Office	* brand offered	Supply and install new 36000 BTU unit complete	1	R	R
3	TCC SAPS	* brand offered	Supply and install new 12000 BTU unit complete	1	R	R
<b>TOTAL: CARRIED TO TENDER FORM WHERE 15% VAT MAY BE ADDED</b>					<b>TOTAL COST</b>	<b>R</b>

**4. CONDITIONS OF CONTRACT**

- 4.1. Contractors are advised to visit the site and take specific measurements before submitting quotes.
- 4.2. Storage of all materials will be at contractors' risk.
- 4.3. All necessary safety precautions are to be observed.
- 4.4. The commencement of the works is to be 2 weeks from the date of the official order and completion 1 month thereafter.
- 4.5. All works is to be guaranteed for 3 months (for repairs) and 12 months (new installation) from date of completion.
- 4.6. Payments will only be made upon submission of all job cards and condition reports.
- 4.7. All materials are to be S.A.B.S. approved.
- 4.8. All works carried out is to be to the entire satisfaction of the CEO or his/her appointed representative.
- 4.9. All contractors from within the borough of Durban will be considered.
- 4.10. Contractors are advised to provide professional tradesmen. Contractors to provide proof of qualifications- trade test certificate for refrigeration
- 4.11. Contractors must be registered with the **CIDB** for mechanical works. Minimum 1ME
- 4.12. Contractors to provide proof of registration with SAIRAC or SARACCA and SAQCC gas practitioners certification
- 4.13. Contractors to supervise and monitor staff at all times.
- 4.14. Quotations are to be deposited at the Hospital Main Entrance, Security.  
Telephone – Mr. K.S. Pillay on (031) 4596145.

**\*Compulsory: Kindly sign and stamp below in acceptance of the specifications and conditions of contract. Failure to do so will result in disqualification.**

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

CHIEF ARTISAN *[Signature]*  
 MAINTENANCE DEPARTMENT  
 R.K. KHAN HOSPITAL  
 PRIVATE BAG X004  
 CHATSWORTH  
 4030  
 DATE: 04/11/2022

COMPANY STAMP

## 11. TAX INVOICE

11.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice is issued;
- (iv) a description and quantity or volume of the goods or services supplied;
- (v) the official department order number issued to the supplier;
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words tax invoice in a prominent place.

## 12. PATENT RIGHTS

The supplier shall indemnify the **KZN Department of Health** (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## 13. PENALTIES

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 13.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

## 14. TERMINATION FOR DEFAULT

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
  - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
  - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

## 15. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all quotes invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

## 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all quotes:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this quote shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this quote is allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

A maximum of 80 points is allocated for price on the following basis:

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

- 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		
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

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.....

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. ....

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SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS.....

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