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KZN HEALTH

## KZN Health Intranet

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## AdvertQuote


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

## Quotation Advert

Opening Date: 2022-10-25

Closing Date: *Handwritten: 2022/11/01* ~~2022-10-01~~

Closing Time: 11:00

## INSTITUTION DETAILS

Institution Name: Select...

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: Greys hospital

Date Submitted: 2022-10-25

## ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: GRS 2706-10-22

Item Category: Services

Item Description: Replacement of air conditioning units at park home 1 and dermatology clinic  
 (SPECIFICATION ATTACHED)

Quantity (if supplies): 2 units

## COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Site Visit

Date: 2022-10-28

Time: 11:00

Venue: Maintenance Department

QUOTES CAN BE COLLECTED FROM: KZN Departmental Website

QUOTES SHOULD BE DELIVERED TO: Greys Hospital Tender Box/Fax:033 897 3006

## ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Sipho Sikithi

Email: Emailed Quotations will be considered

Contact Number: 033 897 3492

Finance Manager Name: Mrs B.G Anderson

Finance Manager Signature:

No late quotes will be considered



*CARS: 2706/10/22*

201 Townbush Road, Athlone, Pietermaritzburg, 3201  
Private bag X9001, Pietermaritzburg, 3200  
Tel: 033 897 3332 E-mail: Sphamandla@kznhealth.gov.za  
[www.kznhealth.gov.za](http://www.kznhealth.gov.za)

GREY'S HOSPITAL  
MAINTENANCE DEPARTMENT

**SPECIFICATION : REPLACEMENT OF DOMESTIC (SPLIT) AIR CONDITIONERS AT PARK HOME 1 & DERMATOLOGY AT GREY'S HOSPITAL**

The service provider shall conduct a BI-ANNUAL (major & minor) Inspection and Maintenance Services and attend to any faults and routine repairs as and when they occur, subject to the Conditions of the Contract. The service provider shall also service the domestic air conditioners (x114) in the Hospital.

**A . REPLACEMENT OF DOMESTIC (SPLIT) AIR CONDITIONERS AT:**

- o Park Home 1 – 9 000BTU
- o Dermatology 1 – 28 000 BTU

**1. GENERAL CONDITIONS OF CONTRACT**

- The work contained in this contract will be carried out on site of the existing Institution.
- The Contractor is advised that the existing premises will be occupied throughout the period of the contract.
- Any damages done or occurring to any of the buildings will be repaired at the expense of the contractor.
- The repairs must be to the satisfaction of the KwaZulu- Natal Department of Health.
- The whole service and repairs shall be carried out in accordance with the South African Bureau of Standards Code of Practice for the application of National Building Regulations, the KZNPA Standard Preambles to all Trades, the KZNPA General Electrical Specification, the South African Bureau of Standards Code of Practice for the Wiring of Premises and the Occupational Health and Safety Act 85 of 1993 as amended.
- All faults are to be reported and documented.
- **Only contractors firm specializing in this type of work (Core Business) and all approved of the department will be considered.**
- Valid letter of good standing from Department of Labour
- All equipment removed is to remain on site and handed over to the Maintenance Manager.
- The Bidder's / Contractors will be responsible for all masonry work associated with the electrical installation and making good of all work related to the electrical installation. The patching and painting must be to the satisfaction of the KwaZulu-Natal Department of Health.
- On completion of the first month service the company should submit a complacency certificate.

Bidders must complete the following schedule

REPLACEMENT OF SPLIT AIR CONDITIONERS AT PARK HOME 1 & DERMATOLOGY	QUANTITY	COST OF EACH UNIT	TOTAL COST
Allow for removal and disposal of existing units and closing of window gap at Park home 1			
Supply and install new 9 000 BTU air conditioner at Park Home 1	1		
Supply and install new 28 000 BTU air conditioner at Dermatology	1		
Safety File	1		



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Labour			
Consumables / Accessories			

**SECTION: EVALUATION CRITERIA**

The Department will evaluate applications received before the closing date and time using Three (3 ) evaluation phases, these are peremptory requirements, should the applicant fail to comply, the application will be regarded as non-responsive and be disqualified. The criteria are as follows:

**Evaluation will be based on the following:**

- Phase 1: Minimum Compulsory Requirements
- Phase 2: Technical Evaluation Criteria
- Phase 3: Price and Preferential Point

**Phase 1: Minimum Compulsory Requirements**

The Bidder shall complete and submit the following returnable schedules and documents:

NO.	SECTION/ SCHEDULE	COMPULSOR Y (YES / NO) NON-SUBMISSION WILL RENDER BIDDERS NON-RESPONSIVE	COMPULSO RY (YES / NO) FOR BID EVALUATIO N PURPOSES	FOR OFFICIAL USE ONLY		
				YE S	NO	N/ A
<b>Prospective Bidders MUST ensure that the following Sections of the bid document MUST be completed in ALL respects to qualify for the next stage of evaluation:</b>						
1.	Section A: Invitation to Bid (SBD1)	Yes	Yes			
2.	Section B: Special instructions and notices to bidders regarding the completion of bidding forms.	Yes	Yes			
3.	Section C: Authority to sign a bid	Yes	Yes			
4.	Section D: Bidder's Disclosure (SBD 4)	Yes	Yes			
5.	Section E: The National Industrial Participation Programme (SBD 5)	Yes	Yes			
6.	Section F: Declaration That Information on Central Supplier Database is Correct and up to Date.	Yes	Yes			
7.	Section G: General Conditions of Contract	Yes	Yes			
8.	Section H: Preference Points Claimed	Yes	Yes			
9.	Section I: Conditions of Bid	Yes	Yes			
10.	Section J: Technical Specifications	Yes	Yes			
11.	Section K: Pricing Schedule	Yes	Yes			
12.	Section L: Specification	Yes	Yes			
<b>Prospective Bidders MUST provide the following as per the Mandatory Requirements:</b>						
1.	The Consortium/ Joint Venture/ Partnership agreement, if applicable. (Certified Copies).	Yes If Applicable	Yes			



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NO.	SECTION/ SCHEDULE	COMPULSOR Y (YES / NO) NON-SUBMISSION WILL RENDER BIDDERS NON-RESPONSIVE	COMPULSO RY (YES / NO) FOR BID EVALUATIO N PURPOSES	FOR OFFICIAL USE ONLY		
				YE S	NO	N/ A
2.	A Status Level Verification Certificate/Sworn Affidavit (For EMEs& QSEs).must be submitted in order to qualify for points.	Yes	Yes			
3.	Proof of Registration and Letter of Good Standing for COIDA with valid reference.	Yes	Yes			
4.	<b>Proof that they specialize in air conditioning systems</b>	Yes	Yes			
5.	Proof of Business Address (Utility Bill, or alternatively, a Letter from the Ward Councilor or lease agreements)	Yes	Yes			
6.	The bidder shall submit accreditation certificate from ECB/DOL.	Yes	Yes			
7.	The Bidder shall submit Safety Plan /Programme of works	Yes	Yes			
8.	The bidder shall submit Directors CV s, Technicians Qualifications Accreditation under South African Qualification & Certification Committee (SAQCC )	Yes	Yes			
9.	The bidder shall submit the proof, certificates and REFERANCES of the similar services that has been rendered to public service and private service.(DOMESTIC AIR CONDITIONING SYSTEM)	Yes	Yes			
10.						
11.						
12.						

**Phase 2: Technical Evaluation Criteria**

**Phase 3: Price and Preference Points**

The following preference point systems are applicable to all bids:

- o the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- o Points for this bid shall be awarded for: Price; and Status Level of Contributor.

The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	80



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

**STATUS LEVEL OF CONTRIBUTOR:**

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 status level of contribution in accordance with the table below:

<b>STATUS LEVEL OF CONTRIBUTOR</b>	<b>NUMBER OF POINTS (80/20 SYSTEM)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Failure on the part of a bidder to submit proof of Status Level of Contributor together with the bid will be interpreted to mean that preference points for Status Level of Contributor is not being claimed, and zero (0) points will be allocated for B-BBEE.

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

**Verified by End User:**

Name of End-user: (in full)	
Designation / Rank (in full)	
Signature	
Date	

**SPECIAL CONDITIONS OF CONTRACT**

**1. CHANGE OF ADDRESS**

1.1. Bidders must advise the Department of Health's Central Supply Chain Management Unit, Contract Section, should their ownership and/or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

**2. DELIVERY CONDITIONS**



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- 2.1. Delivery of service must be made in accordance with the instructions appearing on the official order form.
- 2.2. Contractors must adhere strictly to the delivery periods stipulated by them in their bid document.
- 2.3. The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly be adhered to.
- 2.4. All invoices must be submitted in the original.
- 2.5. Deliveries not complying with the order form will be returned to the contractor at the contractor's expense.

### **3. ENTERING OF HOSPITAL/CLINIC STORES**

- 3.1. No representative from a company shall be permitted to enter the hospital/clinic premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores. Before entering the hospital/clinic premises, buildings or containers where stores are kept, the company representative must in writing, motivate why entry is necessary and written authority must be obtained to enter from the Head of the Institution.

### **4. FIRM PRICES AND ESCALATIONS**

- 4.1. The prices must be firm for the first year of the contract period. Price increases shall be considered using Consumer Price Index (CPI) for year 2 and 3 or the relevant Regulatory Body's Pricing Tables.
- 4.2. Where, however, in exceptional circumstances, a claim is submitted, the Department reserves the right to request any further information that may justify the claim and has the discretion to consider the claim, or not, and approve the claim, subject to availability of budget and within a reasonable range

### **5. VALUE ADDED TAX (VAT)**

- 5.1. All bid prices must be inclusive all applicable taxes, even if the bidder is not a vat vendor.
- 5.2. Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but an entity may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12 month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of bid.
- 5.3. VAT will not be included after an award of the bid or during contract management period

### **6. STATEMENT OF SUPPLIES AND SERVICES**

- 6.1. The contractor shall, monthly, furnish particulars of supplies delivered or services executed. Such information must be submitted to the Department of Health Supply Chain Management, Contract Management as follows:
  - (i) Name of institution.
  - (ii) Orders received – order number & catalogue number & quantity delivered.
  - (iii) Price.
- 6.2. Historical value and volume reports may be requested by the Department of Health, Supply Chain Management, during the term of the contract for the following:



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### **a) SUPPLIER MEASURES**

- گ Delivery period adherence
- گ Quality adherence

6.3. This information will be submitted at the expense of the contractor.

### **7. INSPECTION FOR QUALITY**

- 7.1. All deliveries to authorised participants will be subjected to a visual examination and scrutiny by the relevant participants, and/or inspection for quality by Provincial Quality Control Laboratories in the Republic of South Africa, and/or inspection for quality by an accredited South African National Accreditation Section (SANAS) testing agency.
- 7.2. In the event of products tested, the contractor will bear the cost of any item failing to meet the relevant standard.
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### **8. INVOICES AND PAYMENTS**

- 8.1. All invoices submitted by the Contractor must be Tax Invoices indicating item description, catalogue number, quantity ordered and quantity delivered, unit price, total price, the amount of tax charged and the total invoice amount.
- 8.2. A tax invoice shall be in the currency of the republic of South Africa and shall contain the following particulars:
- (a) The name, address and registration number of the supplier;
  - (b) The name and address of the recipient;
  - (c) An individual serialized number and the date upon which the tax invoice is issued;
  - (d) A description of the goods or services supplied;
  - (e) The quantity or volume of the goods or services supplied
  - (f) The value of the supply, the amount of tax charged and the consideration for the supply; or
  - (g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.
- 8.3. A contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered.
- 8.4. Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount.
- 8.5. Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol will apply if accounts are queried:
- (i) Contact must be made with the officer-in-charge of stores;
  - (ii) If there is no response from stores, the finance manager of the institution must be contacted.

### **9. IRREGULARITIES**

- 9.1. Companies are encouraged to advise the Department of Health timeously of any possible irregularities which might come to their notice in connection with this or other contracts.



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### **10. PERIOD OF CONTRACT**

**6 Monthly service for one year.**

#### **UNSATISFACTORY PERFORMANCE**

10.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

(i) The institution shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the institution will:

a) Take necessary action in terms of its delegated powers.

~~(ii) When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.~~

### **11. PREFERENCES**

11.1. Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Department may, at its own right:

- i. Recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the Contract; and/or
- ii. Cancel the contract and claim any damages which the Department may suffer by having to make less favourable arrangements after such cancellation.
- iii. The Department may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

### **12. RESTRICTION OF BIDDING**

The Accounting Officer or his/her delegate must:

a) Notify the supplier and any other person of the intention to restrict it doing business with KZN-DoH by registered mail. The letter of restriction must provide for:

- i. The grounds for restriction;
- ii. The period of restriction which must not exceed 10 years;
- iii. A period of 14 calendar days for the supplier to provide reasons why the restriction should not be imposed.

b) The Accounting Officer his/her delegate:

- i. May regard the intended penalty as not objected to and may impose such penalty on the supplier, should the supplier fail to respond within the 14 days; and
- ii. Must assess the reasons provided by the supplier and take the final decision.

c) If the penalty is imposed, the Accounting Officer must inform National Treasury of the restriction within 7 calendar days and must furnish the following information:

- i. The name and address of the entity/ person to be restricted;
- ii. The identity number of individuals and the registration number of the entity; and
- iii. The period of restriction.





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- d) National Treasury will load the details on the Database of Prohibited Vendors.

### **13. CONTRACTOR'S LIABILITY**

- 15.1 In the event of the contract being cancelled by the Department in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Department any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Department shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Department may suffer or may have suffered.

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- 15.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

### **14. DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR**

- 16.1 The Department's property supplied to a Contractor for the execution of a contract remains the property of the Department and shall at all times be available for inspection by the Department or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Department forthwith.
- 16.2 The Contractor shall be responsible at all times for any loss or damages to the Department's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Department may require.

### **15. RIGHTS TO PROCURE OUTSIDE THE CONTRACT**

- 17.1 The Department reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of State or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 17.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Department or local authority.

### **16. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

- 18.1 The Contractor shall not, without the Department's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Department in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 18.2 The Contractor shall not, without the Department's prior written consent, make use of any document or information mentioned in SCC clause 18.1 except for purposes of performing the contract.
- 18.3 Any document, other than the contract itself mentioned in SCC clause (18.1) shall remain the property of the Department and shall be returned (all copies) to the Department on completion of the Contractor's performance under the contract or so required by the Department.



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- 18.4 The Contractor shall permit the Department to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Department, if so required by the Department.

### SECTION K C

#### CONDITIONS OF BID

The bid is issued in accordance with the following subject to the provisions of the General Conditions of Contract:

- i. Section 217 of the Constitution,
- ii. The PFMA and its Regulations in general,
- iii. The Preferential Procurement Policy Framework Act ( PPPFA) of 2000
- iv. National Treasury guidelines

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The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions prevail.

- (a) Bidder/s must ensure that they are fully aware of all the conditions contained in this bid document.
- (b) Only bidders that fully meet the specifications and all conditions will be considered.

#### 1. ACCEPTANCE OF A BID

- 1.1. The Department of Health Bid Adjudication Committee is under no obligation to accept any bid. Only those bidders who comply with the bid specifications and compliance requirements will be listed on the panel of Service Providers.

#### 2. CERTIFICATE OF COMPLIANCE

- 2.1. If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) specifications, a Certificate of Compliance must be submitted with the bid document at the time of closing of the bid. SABS/SANS can be contacted for testing and conformity services at Tel: 031 203 2900/ Fax: 031 203 2907. SANS, SABS AND CKS specifications will be for the account of the prospective bidder.
- 2.2. Failure to submit the certificate, where applicable, will result in the bid being disqualified. The Department reserves its rights to contact SABS/SANS/CKS for testing and conformity services.
- 2.3. The South African National Accreditation System (SANAS) is recognized by the South African Government as the single National Accreditation Body that gives formal recognition that Laboratory, Certification Bodies, Inspection Bodies, Proficiency Testing Scheme Providers and Good Laboratory Practice (GLP) test facilities are competent to carry out specific tasks. This organization can be contacted as follows: Tel: 012 3943760: Fax: 012 3940526. .
- 2.4. Prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department of Health or organization acting on its behalf.
- 2.5. Any specification/s and conformity testing will be for the account of the prospective bidder.
- 2.6. In the event of the bidder not being the actual manufacturer and will be sourcing the product(s) from the manufacturer, a letter from the manufacturer confirming firm supply arrangement(s)



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including lead times in this regard, must accompany the bid at closing date and time. If the bidder is the manufacturer, a letter confirming that the bidder is the manufacturer should accompany the bid at the closing date and time.

### **3. COMPLIANCE WITH SPECIFICATION**

- 3.1. Offers must comply strictly with the specification.
- 3.2. Offers exceeding specification requirements will be deemed to comply with the specification.
- 3.3. The quality of services/ supply must not be less than what is specified.

### **4. EQUAL BIDS**

- 4.1. If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.
- 4.2. If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality.
- 4.3. If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

### **5. LATE BIDS**

- 5.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

### **6. MORE THAN ONE OFFER/ COUNTER OFFERS**

- 6.1. Should the bidder make more than one offer, where applicable, against any individual item, such offer/s must be detailed in the Schedule of Additional Offer/s. The Department reserves its rights in and to the consideration of any additional offer/s subject to compliance with specification and the bidding conditions.
- 6.2. Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Terms and Conditions will invalidate such bids.
- 6.3. Bidders are at liberty to bid for one, a number of items, or bid for all items. If a bidder is not bidding for all the items, the appropriate price page must reflect: 'nil quote'.

### **7. ONLY ONE OFFER RECEIVED**

- 7.1. Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:
  - (i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;
  - (ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
  - (iii) In all cases, comparison with previous bid prices where these are available

### **8. AWARD OF BID (S)**



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- 8.1. The Department of Health Bid Adjudication Committee reserves the right to award the bid to one or more than one bidder, provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid.
- 8.2. Notification of the intention to award the bid shall be in the same media that the bid was advertised.
- 1.1. In terms of Practice Note Number: SCM-07 of 2006, Section 5: Appeal Procedure, 5.1 "A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or a delegate of an accounting officer may appeal to the Bid Appeals Tribunal in the prescribed manner" The bidder must, within five working days of the publication of the notice of intention to award, in the Government Tender Bulletin, deliver a written notification of an intention to appeal to Provincial Treasury, Secretariat, Bid Appeals Tribunal, Tel no: 033-897 4200
- 1.2. After all appeals, should they be lodged, have been dealt with by the Bid Appeals Tribunal, the successful bidder (s) shall be notified in writing by a duly authorised official of the Department of Health, Central Supply Chain Management Unit. A formal contract will then be entered into by both parties

## **2. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)**

- 9.1 A bidder submitting an offer must be registered on the Central Supplier Database. A bidder who has submitted an offer and is not registered on the Central Supplier Database will not be considered.
- 9.2 Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

**NB.: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIER DATABASE, THE BIDDER WILL BE DISQUALIFIED.**

## **10 TAX COMPLIANCE REQUIREMENTS**

- 10.1 Bidders must ensure compliance with their tax obligations.
- 10.2 No award may be made to any bidder who is not tax compliant either on the Central Supplier Database or SARS e-Filing system at the time of finalisation of the award of the bid. The Onus is on the bidder to ensure that their tax affairs are in order and is valid on the CSD.

## **11 TRUST, CONSORTIUM OR JOINT VENTURE**

- 11.1 In terms of the Preferential Procurement Policy Framework Act and Regulations, as amended, a Trust, Consortium or Joint Venture must submit a consolidated Status Level Verification Certificate for every separate bid.
- 11.2 A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium or Joint Venture.
- 11.3 The non-submission of a B-BBEE Certificate by a Trust, Consortium or Joint Venture will result in zero (0) preference points being allocated for evaluation purposes.
- 11.4 Should this bid be submitted by a Joint Venture, the Joint Venture agreement must accompany the bid document.
- 11.5 The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.



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11.6 The Joint Venture/Consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the Joint Venture/ Consortium, nomination of an authorised person to represent the Joint Venture or Consortium in all matters relating to this bid and the details of the bank account for payments to be affected.

11.7 No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.

11.8 For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

**12 VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

12.1 The validity (binding) period for the bid will be **180 days** from close of bid.

12.2. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders? This request will be done before the expiry of the original validity (binding) period

**OFFICIAL BRIEFING SESSION / SITE INSPECTION CERTIFICATE**

Site/building/institution involved: **GREY'S HOSPITAL**  
Quotation No.:

**REPLACEMENT OF DOMESTIC (SPLIT) AIR CONDITIONERS AT  
PARK HOME 1 & DERMATOLOGY AT GREY'S HOSPITAL**

THIS IS TO CERTIFY THAT..... OF (STATE NAME OF TENDERER)  
..... VISITED AND INSPECTED THE SITE ON  
..... (DATE) AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND  
THE A SCOPE OF THE SERVICE TO BE RENDERED.

.....  
**SIGNATURE OF TENDERER OR AUTHORISED REPRESENTATIVE**

DATE : .....

.....  
**SIGNATURE OF DEPARTMENTAL REPRESENTATIVE**

**DEPARTMENTAL STAMP:**

DATE : .....





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.

Table with 3 columns: 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

1 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.

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



## GENERAL CONDITIONS OF CONTRACT

## 1. AMENDMENT OF CONTRACT

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

## 2. CHANGE OF ADDRESS

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

## 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

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

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

4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

**5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS**

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.
- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

**6. SAMPLES**

- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
  - (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
  - (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. **Samples must be made available when requested in writing or if stipulated on the document.**
  - (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

**7. COMPULSORY SITE INSPECTION / BRIEFING SESSION**

7.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.

- (i) The institution has determined that a compulsory site meeting  take place
- (ii) Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Time \_\_\_\_:\_\_\_\_ Place \_\_\_\_\_

Institution Stamp:	Institution Site Inspection / briefing session Official
	Full Name: .....
	Signature: .....
	Date: .....

**8. STATEMENT OF SUPPLIES AND SERVICES**

8.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

**9. SUBMISSION AND COMPLETION OF SBD 6.1**

9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

**10. TAX COMPLIANCE REQUIREMENTS**

- 10.1. In the event that the tax compliance status has failed on CSD, **it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.**
- 10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, **the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.**

## 11. TAX INVOICE

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

- (i) the name, address and registration number of the supplier;
- (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:

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

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

**2. DEFINITIONS**

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

3. POINTS AWARDED FOR PRICE  
 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING  
 applicable box)

(Tick

YES		NO	
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7.1 Will any portion of the contract be sub-contracted?

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

YES		NO	
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Designated Group: An EME or QSE which is at last 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>
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<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>
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