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Quotation Advert

Opening Date: 2022-10-10

Closing Date: 2022-10-27

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Port Shepstone hospital ▾

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: PORT SHEPSTONE AND 4 OFFICIAL HOUSES

Date Submitted: 2022-10-10

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:
PSH453/2223

Item Category: Services ▾

Item Description: OFFICIAL HOUSES (MITCHELL DRIVE HOUSE , JAN SMUT DRIVE HOUSE ,
WOOD STREET AND ATHLONE DRIVE HOUSE)
36 MONTHS CONTRACT
CIDB GRADING : 2SF

Quantity (if supplies): VARIOUS

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Site Visit ▾

Date : 2022-10-20

Time: 11:00 AM

Venue: PORT SHEPSTONE HOSPITAL - MAINTENANCE DEPARTMENT

QUOTES CAN BE COLLECTED FROM: DOWNLOAD FROM THIS ADVERT AND BRING TO SITE MEETING FOR SIGNING AND STAMPING.

QUOTES SHOULD BE DELIVERED TO: PORT SHEPSTONE HOSPITAL TENDER BOX (TOP / MAIN GATE) OR EMAILED TO :- zinhle.nkabane@kznhealth.gov.za

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: ZINHLE NKABANE

Email: zinhle.nkabane@kznhealth.gov.za

Contact Number: 039 688 6232

Finance Manager Name: Mr N.S.B RADEBE

Finance Manager Signature:

No late quotes will be considered

SPECIFICATION
ANNUAL SERVICE, MAINTENANCE AND REPAIR
OF
FIRE EQUIPMENT AT

PORT SHEPSTONE REGIONAL HOSPITAL
AND
4 OFFICIAL HOUSES:

- **Mitchell Drive House**
- **Jan Smuts House**
- **Wood Street House**
- **Athlone Drive House**

36 MONTHS CONTRACT

Please provide relevant proof of registration with the following bodies.		Submitted	
		YES	NO
1.	S.A.B.S. Standardization Mark (Diamond Mark)		
2.	F.F.E.T.A. Fire Fighting Equipment Traders Association.		
3.	S.A.E.S.I. South African Emergency Services Institute.		
4.	F.P.A.S.A. Fire Protection Association of South Africa.		
5.	S.A.Q.C.C. South African Qualification Committee for the Fire Industry.		

1. DESCRIPTION OF EQUIPMENT TO BE SERVICED

- 1.1. Service DCP, CO₂, Foam and Water CO₂, Soda Acid
- 1.2. Service Fire Hose Reels
- 1.3. Service Pillar Post Hydrants
- 1.4. Service Canvas Hoses with Testing Certificate
- 1.5. Service and Testing of Smoke Detectors with Testing Certificate
- 1.6. Service of Fire Blankets with service dates

2. GENERAL CONDITIONS

- 2.1 This Quotation shall be for the complete inspection, servicing, preventative maintenance and repairs of the Fire Fighting Equipment and shall be valid for a period of twelve (12) calendar months from the date of acceptance.
- 2.2 Contractors are required to complete the Schedule of Rates (section 6, Page 3) in full and failure to do so may invalidate their Quotation. The charges/rates as reflected in the Schedule of Rates will remain fixed for the period of twelve (12) calendar months from the date of acceptance.
- 2.3 The Successful Contractor shall not assign this contract or sublet any portion thereof to any other company, firm or person unless prior written approval has been obtained from the Medical Superintendent.
- 2.4 Only Contractors in possession of a permit to apply the S.A.B.S. Standardization Mark (Diamond Mark) will be considered. A copy of this certificate must be furnished with this quotation.
- 2.5 If it is considered necessary to remove any Fire Fighting Equipment to the Contractors works for servicing, the Contractor shall state the time required to carry out such a service. Under such circumstances, the equipment shall be replaced by a similar unit on loan to the institution at no cost to the institution, until such time as the removed equipment has been serviced and re-installed.
- 2.6 After completion of the service, a label bearing the name of the service company, date of service, signature and certificate bearing the competency number of the person who carried out the service/repair shall be affixed to each item of fire fighting equipment.
- 2.7 Should equipment require any interim maintenance, for example, recharge after use (between annual/anniversary services), rates tendered herein will apply to such interim service/maintenance as if such interim service/maintenance were an annual/anniversary service.
- 2.8 If any appliance fails to operate when required due to the negligence of the Contractor, the unit shall be repaired or replaced as soon as possible thereafter at no cost to the institution.
- 2.9 All spares removed/replaced must be returned and handed over to the Artisan Superintendent/Foreman.

- 2.10 The Unit Price Quoted (as in Section 1, Page 1) will include service, recharge, pressure/hydrostatic test, hose testing and all necessary repairs and spares and replacement of damaged/worn/missing parts.
- 2.11 The service/maintenance performed to each unit will include for all/any spares/repair required to ensure 100% working condition of that apparatus.
- 2.12 The unit price will include all labor charges (including after hours) and traveling/transportation and any living-out expenses.

3. EXCLUSIONS

- 3.1 The following only is excluded from the unit service/maintenance rate quoted:
- 3.2 **Extinguishers** Complete full new extinguisher, recharging of B.C.F. units, service and recharge of wheeled units.
- 3.3 **Hose Reels** New hose reel complete 30m PVC hose, front and back frame plate/disc shaft.
- 3.4 **Hydrants** New hydrant complete, pawl assembly, wheel, valve stem.
- 3.5 **Canvas Hose** New canvas hose complete, new coupling/s binding.

4. MAINTENANCE PERSONNEL

- 4.1 The successful Contactor shall ensure that only qualified technicians with proven experience in the servicing and maintenance of fire fighting equipment shall carry out both the servicing/maintenance and attending to repairs

5. MAINTENANCE AND REPAIR INSTRUCTIONS

- 5.1 All servicing of Extinguishers, Hose Reels and Hydrants shall conform to S.A.B.S 1475, 0105, 019 and 1567 Standards as amended.
- 5.2 All servicing/maintenance of canvas fire hoses shall conform to S.A.B.S 1456 Standards as amended.
- 5.3 The successful Contractor and/or his Technician/s will be responsible to the Maintenance Supervisor and will receive instructions for repairs to faulty equipment only from the Maintenance Supervisor or his duly appointed representative. Any faulty equipment found during the service must only be reported to the Maintenance Supervisor or his duty appointed representative.
- 5.4 All normal servicing/maintenance shall be carried out during the hours normally worked by the Hospital Maintenance staff.
- 5.5 The successful Contractor shall, on arrival and before any servicing/maintenance are carried out, report to the Maintenance Supervisor. On completion of the service the successful Tendered shall again report to the Maintenance Supervisor and record details of the service in the Fire Fighting Equipment Service Log Book.
- 5.6 The successful Contractor shall have an adequately sized organization and sufficient competent personnel including Technicians and all facilities to carry out the servicing and repairs. The successful Contractor shall supply a Technician when called upon to carry out emergency repair work during normal working hours between services.

6. SCHEDULE OF RATES

- 6.1 The following Schedule of Rates is required and will apply for the thirty six (36) months of this agreement. Prices in Schedule A will also include Pressure/Hydrostatic Testing and all spares and repairs.

SCHEDULE A					
Item No.	Description	Qty.	Rate (excl. VAT)	VAT (15%)	Total (incl. VAT)
6.1.1	Recharge only BCF Extinguishers				
6.1.2	Service and Recharge DCP Wheeled Units				
6.1.3	Service and Recharge CO ₂ Wheeled Units				
Total Cost					

- 6.2 The following Schedule B rates are for the annual service/repair of items listed and work done in accordance with SANS 1475-1-2005 and SANS 1475-2-2003.

SCHEDULE B					
Item No.	Description	Qty.	Rate	VAT (15%)	Total Price (incl. VAT)
6.2.1	DCP Fire Extinguishers 4.5Kg	85			
6.2.2	DCP Fire Extinguishers 2.5Kg	20			
	DCP Fire Extinguishers 1.5Kg	7			
6.2.3	DCP Fire Extinguishers 3Kg	15			
6.2.4	DCP Fire Extinguishers 9Kg	75			
6.2.5	CO ₂ Fire Extinguishers 2Kg	24			
6.2.6	CO ₂ Fire Extinguishers 2.5Kg	38			
6.2.7	CO ₂ Fire Extinguishers 5Kg	38			
6.2.8	Fire Hose Reels	70			
6.2.9	Fire Hydrants	28			
6.2.10	Service fire detection units x2 and check and repair all faulty smoke and heat detectors in Core block as indicated on alarm panel	various			
6.2.11	Supply smoke detectors x 5 and heat detectors x 5 as per installed	Smoke x 5			
		Heat x 5			

6.2.12	Supply of New Signs	35 Fire extinguisher			
		20 Running man			
		20 No smoking			
6.3	All extinguishers, hydrant and hose reels will be marked and numbered according to new register for identification with black paint and stenciled. Marking will be on unit and wall.	±400			
6.4	NEW Registers X4 must be supplied before payment will be done. Certificate of service must accompany each register. Full report of each fire hose reel and Hydrants will be handed in before payments will be past.				
6.5	Contractor's site inspection/work form must be stamp and signed by HOD after service is done in each department/ clinic. Forms must be handed in before payments				
				<u>TOTAL</u>	

OBJECTIVE EVALUATION CRITERIA:

The Department will evaluate quotation received before the closing date and time using four (4) phases, these are peremptory requirements, should the bidder fail to comply, the bid will be regarded as non-responsive and be disqualified, namely:

- Phase 1: Minimum Compulsory Requirements
- Phase 2: Pre-qualification criteria for preferential procurement
- Phase 3: Technical Evaluation/Functionality
- Phase 4: Price and Preference Points System

Phase 1: Minimum Compulsory Requirements

NO.	REQUIREMENTS	COMPULSORY FOR PHASE 1	COMPULSORY FOR BIDDER EVALUATION PURPOSES FOR PHASES 3 AND 4	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
1. Prospective bidders MUST ensure that the following Sections of the quotation document MUST be completed/adhered to, in ALL respects to qualify for the next stage of evaluation:						
1.1	Standard Quote Document	Yes	Yes			
1.2.	Official Price page	Yes	Yes			
1.3	Declaration of Interest SBD 4	Yes	Yes			
1.4	General Conditions of Contract (GCC)	Yes				
1.3	Preference Points Claimed (SBD 6.1.)	Yes	Yes			
1.6	Terms of Reference [TOR] OR (Specification)	Yes				
1.7	Objective Evaluation Criteria	Yes	Yes			
1.8	Registration with the relevant Regulatory Bodies	Yes	Yes			
2. Prospective bidders MUST provide the following as Mandatory Requirements: Main Contractor						
2.1	The Consortium/ Joint Venture/ Partnership agreement, if applicable. (Certified Copies).	Yes If Applicable	Yes (Phase 1) If Applicable			
2.2	A B-BBEE Status Level Verification Certificate/ Sworn Affidavit (For EMEs & QSEs).	Yes	Yes			
2.3	Current letter of good standing for COIDA with valid reference number (to be verified online)	Yes	Yes			
2.4	Proof of Business Address (Preferably a Utility Bill, or alternatively, a Letter from the Ward Councillor) of the Main Contractor	Yes	Yes			

Phase 2: Pre-qualification criteria for preferential procurement

The Department has identified the following prequalification criteria in respect of this bid:

1. A Bidder having a stipulated Level 1 B-BBEE status level of contributor

Phase 3: Technical Evaluation / Functionality Criteria

No.	EVALUATION CRITERIA	WEIGHTING	SCORING (FOR OFFICIAL USE)
1.	COMPANY EXPERIENCE	20	
1.1	<p>Years of experience in Fire Equipment Services</p> <ul style="list-style-type: none"> o 3 Years or more : 20 Points o Less than 3 years : 10 Points o No proof of experience : 0 Points <p>Returnables:</p> <ol style="list-style-type: none"> 1. Detailed company profile demonstrating proven experience. 2. Attach letter, contract or service level agreement for at least two traceable trade <p>References to support your experience</p>	20	
2.	FINANCIAL CAPACITY	30	
2.2	<p>Financial Capacity: Submit Letter of Good Standing from the bank indicating turnover in the past 6 months (NB: Not the current bank balance). This is to demonstrate financial capabilities of the applicant to effectively and efficiently execute the contract: Turnover amounts are scored as follows:</p> <ul style="list-style-type: none"> ✓ R100,000.00 or more for the past 6 months : 30 Points ✓ Less than R100 000.00 for the past 6 months : 15 Points ✓ No proof/letter of turnover : 0 Points 	30	
3.	LOCALITY	40	
3.1.	<p>PROOF OF LOCAL BUSINESS ADDRESS</p> <ul style="list-style-type: none"> • Head Office within the UGU District : 40 points • Regional/Branch Office in Other KZN Districts: 20 Points • No proof of offices in KZN: 0 points <p>Returnable:</p> <ol style="list-style-type: none"> 1. Utility Bill / Lease Agreement for the company with Business Address / Letter from the Municipality LED Unit 	40	
4.	INSURANCE - INDEMNITY	10	
	<p>Proof of business insurance against claims for damages to infrastructure, vehicles and third party of the Clinic/Hospital/Staff/Visitors/Patients.</p> <ul style="list-style-type: none"> • Business Insurance of at Least R1 000 000: 10 Points • No proof: 0 Points 		
<p>MINIMUM QUALIFYING SCORE(A Bidder that fails to obtain the 70 minimum qualifying score for functionality as indicated in the bid document is not an acceptable tender and will not proceed to the next phase 4 for Price and Preference Points System).</p>			

Phase 4: Price and Preference Points

The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 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
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and must not exceed	100

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/bidder for attaining the status level of contribution in accordance with the table below:

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

Failure on the part of a bidder/bidder to submit proof of Status Level of Contributor together with the bid, this 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 additional information to the bidder/bidder, either before a quotation is awarded or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the department.

SECTION C – Confirmation

Compulsory to be completed by the bidder and returned with quotation:

I,, from do hereby	
(Print Name)	(Name of Business)
acknowledge that I have read and understand the specifications as laid out above and will ensure that the quotation price submitted will address all the requirements as stipulated.	
..... Signature / / Date

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 YES take place
- (ii) Date 20 / 10 / 2022 Time 11 : 00 Place PORT SHEPSTONE HOSPITAL (MAINTENANCE)

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

- 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

.....
.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

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

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

WITNESSES	
1.
2.

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