Steyn Louise v ?

SharePoint

KZN Health > Components > Supply Chain Management

AdvertQuote

ICWAZULU-NATAL PROVIN HEALTH REFUBLIC OF SOUTH AFRICA	Quotation Advert	
Opening Date:	2022-09-07	
Closing Date:	2022-09-12	
Closing Time:	11:00	
NSTITUTION DETAILS		
nstitution Name:	King Edward VIII hospital	V
Province:	KwaZulu-Natal	
Department or Entity:	Department of Health	
Division or section:	Central Supply Chain Management	
Place where goods / services is required	Theatre	
Date Submitted	2022-09-06	Œ
ITEM CATEGORY AND DETAILS		
Quotation Number:	ZNQ:	
	KEV621/22	
Item Category:	Goods	~
Item Description:	Orthopaedic paediatric Cerebral Paulsy Instrument set, compulsory picture, fallure to submit picture will disqualify this offer, NB samples must be available on request.	
Quantity (If supplies)	50 Units	
COMPULSORY BRIEFING SESSION	SITE VISIT	
Select Type:	Not Applicable	~
Date :		
Time:		
Venue:		
QUOTES CAN BE COLLECTED FROM:	Quote attached to the advert.	
QUOTES SHOULD BE DELIVERED TO:	King Edward Hospital, deposit in tender box, situated in the admin blo off Sydney Road, Congella 4013 (DO NOT E-MAIL QUOTE).	ck,
ENQUIRIES REGARDING THE ADVE	RT MAY BE DIRECTED TO:	
Name:	Louise Steyn	
Email:	Louise.Steyn@kznhealth.gov.za (DO NOT E-MAIL QUOTE).	
Contact Number:	031-3603448	
Finance Manager Name:	Mrs. V Mtanta(o	
Finance Manager Signature:	(P)	

# STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVIT	TED TO QUOTE FOR REC	QUIREMENTS	AT. King Edw	ard Hosp	pital							
	-2022						(	CLOSII	NG TI	ME: 11	:00	
FACSIMILE NUMBER:	31-2056722	E-MAII	L ADDRESS:									
	Sate 2 Francois Road Con											
QUOTE NUMBER: 2	ZNQ / KEV / 62	21 / :	22 - 23									
	edic paediatric C/Paulsy i				of all iten	ns, faile	ure to	subm	it pict	ıres w	II disqu	ualify ·
						S PIN						100,000
GONTRAGT PERIOD	(if applicable)	VALIDITY PE	RIOD 60 Days		SAR	o Pin.						am
CENTRAL SUPPLIER DA	TABASE REGISTRATION	(CSD) NO.	M A	A	Α							
UNIQUE REGISTRATION			465-900-986-976-		1000	Transfer of the	19.					
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consideration.	that quotes are delivere	ea ameousiy	to the correc	t addres	55. II UIE	: quou	e 15 I	ale, il	WIII 1	iot be	accep	icu io
The quote box is open fro	m 08:00 to 15:30.											
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							. T. P. (18)	52555	200	7237236		
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	(FAILURE TO DO S	O MAY RESU	ULT IN YOUR O	UOTE B	BEING DI	SQUAI	LIFIE	D)				
NAME OF BIDDER												
POSTAL ADDRESS												
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CELLPHONE NUMBER										,,,,,,,,,,		
E-MAIL ADDRESS	u				anomice:			.00.002-1		, more		
	JMBER (If VAT vendor)						.,,,,,,					
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[A B-BBEE STATUS LE)	LEVEL VERIFICATION C	CRITICATE	DEEM SORMIT	IEDA (S	0.1)							

DESCRIPTION: Orthopaedic paediatric C/Paulsy instrument set. Compulsory pictures of	all items, failure to submit pictures will disquali
SIGNATURE OF BIDDER [By signing this document, I hereby agree to all terms and conditions]	DATE
CAPACITY UNDER WHICH THIS QUOTE IS SIGNED	

ltem No	Quantity	Quantity Description	Brand &	Country of	Price		
	12.	38	model	manufacture	R	С	
		Orthopaedic paediatric Cerebral Paulsy instrument set,				- = 5	
	Units	as per specification:					
1.	3	Scissor Sayler 12.5cm					
2.	3	Scissor Kaye 18.5cm	9 2				
3.	3	Scissor Shea vein graft 12cm					
4.	2	Vice gripper 20.5cm					
5.	2	Rostfrei Vise Grip 21.5cm					
6.	3	Wire cutter 2.8mm x 21cm					
7.	2	Bolt cutter 55cm					
8.	Sets: 2	Drill handle T form with chuch key			C		
9.	Sets: 2	Osteotomes straight					
10.	Sets: 2	Osteotomes curved					
11.	Units: 2	Gouges Smith Petersen straight 19cm					
12.	Units: 2	Mallet Cottle 26cm	0				
13.	Units: 2	Mallet 17cm					
14.	Units: 2	Periostal elevator Martins 6mm x 18cm					
15.	Units: 2	Periostal elevator Blunt 1/1 x 17cm				(2)	
16.	Units: 2	Elevator Vicker straight 1/1 x 17cm					
17.	Units: 2	Elevator Vicker curved 1/1 x 16.5cm			20		
18.	Units:2	Bone Nibbler Cleveland 1/1 x 19cm	V				
19.	Units: 2	Bone Nibbler Ruskin 1/1 x 22.5cm					
20.	Units: 2	Bone Nibbler Stille 19cm					
21.	Units:2	Vascular clamp Dales 11cm				- 100	
22.	Units: 2	Lamina spreaders Inge large 25,5cm					
23.	Units: 2	Lamina spreaders Inge 16.5cm small					
		Trade name / Size & spec's /CE number / Method of ster					
		Mnfrs site / Lot number / Exp. date					
VALUE AD	DED TAX @	15% (Only if VAT Vendor)					

Does The Article Conform To The S.A.N.S. / S.A.B.S.
Specification?

Is The Price Firm?

State Delivery Period, e.g., Iday, Iweek

Enquiries regarding the quote may be directed to:	Enquiries regarding technical information may be directed to:
Contact Person: Tel: Tel:	Contact Person:Tel:Tel:



# END-USER SPECIFICATION FORM

KEVG21/22

Qu	uote Number:	1 KVOXIOZ	
Ite	em Description:		
		DIC _PAEDIATRIC MEDICO LEGAL CEREBRAL PAUL	.sy
		S BLOCK THEATRE FLOORS THAT WERE SHORT SUPPLIED	Purpose of TO BE USED TO
qu	ualification criteria if any	<i>t</i> :	
		red to have a regulatory body certification (e.g. SABS ification required if Yes:	그들이 생생님이 아내려가 되었습니까 아내리는 아내리를 하는데 아내리를 하는데 하는데 아내리를 하는데
	1.2. Is a compulsory	site inspection / briefing session required?/ No	
			HARANA RESIDENTIAL AND A STATE OF THE STATE
		on and content part of the quote? No	
		ction 4(1)(a) of the PPPFA Regulations,2017 if applic	able? Yes / No
	if Yes, specify:		
	1.5. Liability Cover in	nsurance? Yes / No	
	if Yes, specify:		
		000 - 1240 - 1441 - 1420 - 1421	
2.		ation of the required item?	
-	st specifications to be adv		Comment
1.		TACHED MEASUREMENTS	
2.		STRUMENTS THAT ARE TURNISH RESISTANT (N	nedical grade)
	MUST BE AUTOCLAV.		V
3.	Packed IV	dividually dear packet	
4.		J	
3.	3.1. Deadline for subn	to be submitted? Yes / No(select option 3.1 or 3.2) mission if Yes: Date	Place
or			
	3.2. Specify that samp	ples must be made available when requested in writing.	Yes or No
4	Densities to be noted	L. Alexandra	
4.		설계 특히 TOTAL TO	the period(s) appointed in the
		ils to deliver any or all of the goods or to perform the chaser shall, without prejudice to its other remedies unde	
		sum calculated on the delivered price of the delayed go	
		e calculated for each day of the delay until actual deliver	
	printo interest tall	s calculated for each day of the odes, with octors contor,	y or penormanoe.
5.	What is the evaluation	n criteria / special terms and conditions to be adverti	ised?
		cial terms and conditions to be advertised (if applicable)	
1,			
2.	A Particular Competition of the Control of the Cont	Does the offer comply to stipulated administrative red	quirements?
3.	and the second of the second o	Was the product made or service performed to speci	
4.	10 Table and Carrier and an artist and an artist and artist artist and artist and artist artist and artist artist and artist artist and artist artist artist and artist	Will/does the product/service fulfil its performance ob	
	T. Garatti an ione.	from all liabilities under the contract?	Jigation, in a martiner trial releases the supplies
5.	Features:	What characteristics does the product or service hav	re?
6.	Reliability:	How long can a product go between failures and the	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
7.		What is the useful life for the product? How will the p	

Name of End-user (in full)	M 2 Majola	Name of SCM Rep (in full)	Lause
Designation / Rank (in full)	om N	Designation/ Rank (in full)	350
Signature	MMal Tres omw	Signature	15
Date	12/08/2022	Date	219-8=28

How easy is it to repair, maintain or support the product or service? (customer support)

Serviceability:





# ORTHOPAEDICS MEDICO-LEGAL CEREBRAL PAULSY INSTRUMENTS

ITEM DESCRIPTION	MEASUREMENTS	QUANTITIES
SCISSOR SAYLER	12,5CM	43
SCISSOR KAYE	18.5CM	3
SCISSOR KILNER	15CM	3
SCISSOR SHEA VEIN GRAFT	12CM	3
FORCEP-RUMEL	24CM -2294908-00036	3
VICE grapher-Games	20,5cm	2
ROSTFREI VISE GRIP	21,5CM	2
WIRE CUTTER( 2,8 MM)	BECM + Dica	3
BOLT CUTTER	55 cm	2
DRILL HANDLE T FORM WITH CHUCH KEY	SETS	2
OSTEOTOMES STRAIGHT	SETS	2
OSTEOTOMES CURVED	SETS	2
GOUGES SMITH PETERSEN STRAIGHT	19CM	2
MALLET COTTLE	26CM	2
MALLET	17CM	2
BONE CURETTES	16MM X 20CM	2
PERIOSTAL ELEVATOR MARTINS	6MM X18CM	2
PERIOSTAL ELEVATOR BLUNT	1/1 X 17CM	2
ELEVATOR VICKER STRAIGHT	1/1 X 17CM	2
ELEVATOR VICKER CURVED	1/1 X16.5CM	2
BONE NIBBLER CLEVELAND	1/1 X 19CM	2
BONE NIBBLER RUSKIN	1/1 X22,5CM	2

# ORTHOPAEDIC MEDICO LEGAL CEREBRAL PAULSY INSTRUMENTS

BONE NIBBLER STILLE	19CM	2
BONE CUTTER RUSKIN LISTON	18CM 42294908-00106	2
VASCULAR CLAMP DALES	11CM	2
RETRACTORWEITLANER BLUNT	13,5CM - 42293107 -00028	2
RETRACTORWEITLANER BLUNT	16CM - 42293107 - 00029	2
RETRACTORWEITLANER BLUNT	17CM 42293107 00030	2
LAMINA SPREADERS INGE	25,5CM 10,000	2
LAMINA SPREADERS INGE	16.5 cm smal	2
NB: Instruments with item codes a	re on contract the rest could not be foun	d

#### BIDDER'S DISCLOSURE

#### 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. B	DDER'S	DECL	ADA:	TION
Z. D	DUEK 3	DEGL	MZM.	HUN

- 2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

- 2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?
- 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

- 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 len (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 PEMA 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

I the power, by one person or a group of persons holding the majority of the equity at an enterprise, alternatively, the person/s having the deciding vota or power to influence of to direct the course and decisions at the enterprise.

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

## GENERAL CONDITIONS OF CONTRACT

## 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 DECÍSIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.
- 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:
  - 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.
- 3.12. Expired product/s will not be accepted. All products3.13. 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 scaled 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 scaled. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope scaled 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 / BRIFFING SESSION

7.1.	<ol> <li>Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.</li> </ol>		
(i) (ii)	The institution has determined that a compulsory site meeting  Date		
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.

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.

## 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.

## DEFINITIONS

- "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);
- (c) "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:
  - B-BBEE Status level certificate issued by an authorized body or person;
  - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - Any other requirement prescribed in terms of the B-BBEE Act;
- "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;
- "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

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

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

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- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
- 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)	
7.1	Will any portion of the contract be sub-contracted?	

(Tick

YES	NO	
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- area Marana
- 7.1.1 If yes, indicate:

8.

- i) What percentage of the contract will be subcontracted.......................%
- ii) The name of the sub-contractor.....

Whether the sub-contractor is an EME or QSE

- iii) The B-BBEE status level of the sub-contractor......
- (Tick applicable box)

 Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Programment Regulations 2017;

	YES	NO
- 1		The state of the s

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	3-5-10-10-10-10-1	
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 O	F COMPANY/ FIRM [TICK APPLICABLE BO)	Ŋ	
	П (0 В 0 В U	Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation Company Pty) Limited		
9.5	DESCRI	BE PRINCIPAL BUSINESS ACTIVITIES		
83				
			***	
9.6		NY CLASSIFICATION [TICK APPLICABLE B	OX]	
	LL S	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 B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, que the preference(s) shown and I / we acknowledge that:		agraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for		
	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;			
	<ul> <li>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;</li> </ul>			
	iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the condition contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have —			
	(a)	disqualify the person from the bidding proces	ss;	
	(b)	recover costs, losses or damages it has incu-	rred or suffered as a result of that person's conduct;	
	(c)	cancel the contract and claim any damages arrangements due to such cancellation;	which it has suffered as a result of having to make less favourable	
	(d)	who acted on a fraudulent basis, be restricted	s shareholders and directors, or only the shareholders and directors and by the National Treasury from obtaining business from any organ s, after the audi alteram partem (hear the other side) rule has been	
	(e)	forward the matter for criminal prosecution.		
	100	ESSES	SIGNATURE(S) OF BIDDERS(S) DATE:	
	2		ADDRESS	