



Quotation Advert

Opening Date: 10/01/2023

Closing Date: 19/01/2023

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Queen Nandi Hospital

Province: KwaZulu-Natal

Department of entity: Department of Health

Division or section: Central Supply Chain Management

**Place where goods/
service is required:** QNRH, 29 Union Street, Empangeni, 3880

Date Submitted: 09/01/2023

ITEM CATEGORY AND DETAILS

Quotation number: ZNQ: QNR740/22-23

Item Category: Services

Item Description: Supply, Install & Commission back-up split units in theatre (QNRH)Click here to enter text.

Quantity (if supplies): Once off service

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not applicable

Date: 12/01/2023

Time: 10h00

Venue: QNRH – Workshop

QUOTES CAN BE COLLECTED FROM: SCM - QNRH, 29 Union Street, Empangeni

QUOTES SHOULD BE DELIVERED TO: SCM - QNRH, 29 Union Street, Empangeni

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: Mr K.R. Nzimande

Email: khayelihle.nzimande@kznhealth.gov.za

Contact number: (035) 907 7069

Finance Manager Name: Mr D.N. Luthuli **Finance Manager Signature** 



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF HEALTH

PROVINCE OF KWAZULU-NATAL

**SUPPLY, INSTALL, & COMMISSION BACK-UP SPLIT
UNITS IN THEATRES AT QUEEN NANDI REGIONAL
HOSPITAL**

QUOTATION NO.: QNR740/22-23

PROJECT LEADER : P Masondo
SECTION : MAINTENANCE
E-MAIL ADDRESS : petros.masondo@knhealth.gov.za

PART ONE

CONDITIONS OF CONTRACT

1 CONDITIONS OF CONTRACT

1.1 NOTICE TO BIDDERS

1.1.1 The institutions will remain open and operational at all times therefore the Contractor shall make the necessary arrangements with the Institutional Management and maintenance staff for any power outages that are required. **This may necessitate weekend work**

1.1.2 All rubble shall to be removed from the institution's property immediately.

1.1.4 All equipment and materials used in this contract shall be that which is specified or **other approved prior to submission and closure of the bid.**

1.1.5 The Contractor is advised to examine all the drawings (if any) and to visit the site prior to tendering to acquaint him/herself with the nature of the work to be done and access to the siting of the existing buildings etc., as no claim will be allowed on the grounds of ignorance of the conditions under which the work will be executed.

1.1.6 All items quantities in the Schedule of Prices are **PROVISIONAL** and subject to re-measure after installation.

1.1.7 The Schedule of Prices shall be read in conjunction with the Scope of Work. Any discrepancies or omissions shall be brought to the attention of the Project Leader immediately.

1.1.8 **Preference will be given to Bidders who have registered offices / workshops within the borders of the Province of KwaZulu-Natal. This is in an effort to reduce response times to call outs for breakdowns in the more remote areas of the Province.**

1.1.9 **The Contractor must be registered with CIDB and must have minimum grading of 1ME.**

1.1.10 **The Contractor must be competent with proven experience in working with air-conditioning equipment with traceable references.**

1.2 EXECUTION PERIOD

Three (3) Week(s) is the specified completion period for the construction stage from the date of award.

PART TWO

TECHNICAL SPECIFICATION

2 TECHNICAL SPECIFICATION

2.1 COMPLIANCE WITH REGULATIONS AND STANDARD SPECIFICATIONS

These works are to be carried out in accordance with the KwaZulu-Natal Province Standard Specification for Refrigeration Services reference M-RCFM Issue 1 1998 and the KZN Standard specification for Air-conditioning and ventilation Services 127 pages

The operation, construction, material and components of the equipment, as specified, shall comply with the latest requirements of:

The Occupational Health and Safety Act (Act 85, 1993) as amended

The control panel, associated components and wiring shall be installed in compliance with the Department of Public Works and Land Affairs Standard Specification for the Electrical equipment and Installation for Mechanical Services Issue VIII September 1984.

SANS 1125: Room air-conditioners and heat pumps

SANS 1238: Air-conditioning ductwork

SANS 10142: Code of Practice for Wiring of Premises

SANS 10147: Refrigeration systems including plants associated with air-conditioning systems

SANS 10173: The installation, testing and balancing of air-conditioning ductwork

SANS 10400: The application of the National Building Regulations

SANS 14644: Clean rooms and associated controlled environments (Part 1 and Part 2)

A Certificate of Conformity, in accordance with the OHS Act as amended and regulations, will be required for all Refrigeration Works.

An Electrical Certificate of Compliance, in accordance with the OHS Act as amended, will be required for all Electrical Works.

The Machinery and Occupational Safety Act - Act 6/1983

The Municipal By-laws and any special requirements of the Supply Authorities of the area or district concerned.

Local Fire Regulations.

All building works shall be in accordance with the Standard Preambles to All Trades.

The contractor should fully familiarise himself with these documents prior to quoting.

PART THREE

PARTICULAR SPECIFICATION

3.1. TECHNICAL SPECIFICATION

3.1.1 GENERAL

This Technical Specification shall be read in conjunction with all other sections of the Specification and cognisance shall be taken of the clauses relevant to this particular installation, whether any specific clauses are referred to or not.

3.1.2 GENERAL REQUIREMENTS

Tenderers are to make special note of the following:

This particular specification must be read with, and shall form part of, Part 2 of this document (Technical Specification).

In so far as the conditions contained herein are at variance with any obtained in the Technical Specifications, the contract shall be interpreted in terms of this Part 3 (Particular Specification).

The whole installation shall be in accordance with the Occupational Health and Safety Act 85/1993 and all regulations framed therein shall be carried out to the satisfaction of the Department of Health.

Competent workmen skilled in their trade shall carry out all work. Quality shall be of the best standard practice and all workmanship will be subject to the approval of the Department of Health.

The work shall at all times, for the duration of the contract, be carried out under the supervision of a skilled and competent representative of the Contractor, who will be able and authorized to receive and carry out instructions on behalf of the Contractor. A sufficient number of workmen shall be employed at all times to ensure satisfactory progress of the work.

All apparatus, component parts, fittings and materials employed in the execution of the Contract shall be new and unused and shall be the latest type or pattern of the particular manufacture employed. S.A.B.S. mark bearing items shall be used wherever possible.

The complete installation shall be maintained for a period of twelve months (12) after acceptance in writing by the Department of Health and shall allow for routine inspections not less frequently than two times a year.

The complete installation must be guaranteed against defective parts and workmanship for a period of twelve months (12) after the date of issue of the Completion Certificate. This period shall run concurrently with the maintenance period.

Rates are to include for commissioning and testing of the complete installation and handing over in working order ready for use.

Tenderers are advised to visit the site and acquaint themselves fully with the site conditions and nature and full extent of work involved prior to submitting their tender. Claims on the grounds of insufficient information in such respects or otherwise will not be entertained by the Administration.

The Department of Health reserves the right to make emergency repairs to keep the equipment in operation without voiding the Contractor's Guarantee, nor relieving the Contractor of his responsibility during the guarantee period when, after proper notice, the Contractor fails to attend to such emergency repairs. All costs incurred by the Administration under these circumstances will be for the account of the Contractor.

NOTE: All electrical equipment shall comply with NER Regulation of voltage.

3.2 SCOPE OF CONTRACT

The specification calls for the supply, delivery, installation and commissioning of back-up split-unit (Dx) in the theatres at Queen Nandi Hospital as per the table below:

LOCATION	ROOM	TYPE	SIZE	DB	Electrical Cabling (m)	Refrigerant Piping (m)	QTY
OPD	Operating Theatre (GB4.1)	High-wall split unit	24000Btu/hr	Non-Essential	30	10	1
OPD	Operating Theatre (GA4.1)	High-wall split unit	24000Btu/hr	Non-Essential	40	20	1
Main Theatre Complex	Operating Theatre (SBD1) 1	High-wall split unit	24000Btu/hr	Non-Essential	40	10	1
Main Theatre Complex	Operating Theatre (SBC3.2) 2	High-wall split unit	24000Btu/hr	Essential	30	30	1
Main Theatre Complex	Operating Theatre (SBE5.5) 3	High-wall split unit	24000Btu/hr	Non-Essential	50	30	1
Main Theatre Complex	Operating Theatre (SBB4.5) 4	High-wall split unit	24000Btu/hr	Essential	40	40	1
Main Theatre Complex	Operating Theatre (SBA5) 5	High-wall split unit	24000Btu/hr	Non-Essential	60	30	1
Labour Ward	Operating Theatre Labour -	Under-ceiling cassette	36000Btu/hr	Non-Essential	20	20	1

Notes on air-conditioning units:

1. The exact positions of the split units AC will be determined on site.
 - a. In deciding the positions of the split a/c units (indoor and outdoor), in each area, access for maintenance to the equipment should be taken into account.
 - b. Positions which support installation of short refrigeration piping and drain pipe while providing ease of maintenance shall take precedence.
2. All units to use hard-wired temperature controllers. These temperature controllers to be installed next to light switch at the same level as the switch socket from the finished floor level.
3. Wireless remotes will **NOT** be permitted.
4. Indoor units to be neatly installed and all wall openings to be made good to prevent ingress of dirt.
5. All refrigerant piping to be suitably insulated, and if external it should be cladded.
6. Electrical cabling to be installed in suitable trunking.
7. All external components to be corrosion-coated. Certificate confirming corrosion protection as specified to be produced
8. Commissioning and handover of the completed units. The commissioning to include the Certificate of Conformity.
9. Commissioning and handover of the completed units. The commissioning to include the Certificate of Conformity

10. Schedule of Information to be filled as part of the this document indicating the equipment proposed
11. One Year (12 months) Maintenance
 - One-year preventive maintenance of the system is to be quoted for. Maintenance of the system to be inclusive of all the entire system to safeguard the warranties of newly replaced equipment or components such as however not limited to the compressors, fans, filters, etc.

Certificate of Conformity

The contractor shall supply the mandatory Certificate of Conformity as contemplated by the Occupational Health & Safety Act and its regulations, particularly Pressure Equipment Regulations, SANS347. The acceptable standard format is the South African Refrigeration and Air-Conditioning Contractors Association showing the commissioning of the works and the SAQCC registration of the artisan working on the system. First practical completion of the works will not be taken without the signed certificate.

3.3 INSTALLATION DETAILS

All units are to use ozone-friendly refrigerants as per regulations.

The outside casing of the machine, its bolting equipment shall be protected against corrosion, water and dust ingress to a minimum rating of IP65. The quote shall contain a detailed corrosion protection plan by the contractor.

3.4 THE SITE

The site is Theatre Complex, Queen Nandi Regional Hospital, 29 Union Street, Empangeni Central, Empangeni, 3880

3.5 PROGRAM OF WORKS

It is imperative that the installation be achieved with minimum interruption to the existing facility.

The contractor shall notify the institution seven (7) days prior to carrying out any site work. As the institution is to remain in full operation for the duration of the works, the works are to be planned and executed so as to cause minimum inconvenience to staff and visitors.

A program **WILL BE** submitted prior to the commencement of any work for the approval by the Project Leader. No work will commence without the program of works having been approved by the Project Leader.

The lists of documents that **ARE** returnable with the Quotation Documentation are:

DOCUMENT REQUIRED
Program of Works
P&ID diagram showing refrigerant and electrical line diagrams
Health and Safety Plan
Documentation as highlighted by the Evaluation Criteria

3.6 ELECTRICAL

Satisfactory Installation:

- i) The Code of Practice for the Wiring of Premises as issued by the South African Bureau of standards (SANS 10142-1).
- ii) The KwaZulu-Natal Department of Health General Electrical Policy.
- iii) The Machinery and Occupational Safety Act - Act 6/1983.
- iv) The Municipal By-laws and any special requirements of the Supply Authorities of the area or district concerned.
- v) Local Fire Regulations.

Certificate of Compliance

The contractor shall submit the mandatory Certificate of Compliance. First delivery of this contract will not be taken until such time as this certificate is submitted to the Department of Health.

All necessary electrical power wiring and tubing between the distribution board and air-conditioning units shall be the responsibility of the Contractor.

All electrical work carried out will be neat and best class materials must be used. All wiring to conform to the S.A.B.S Code of Practice 10142 and will be subject to prior inspection and approval before acceptance. Refer to the Standard Electrical Specification; in as far as it applies.

NB: all units are to be connected to the DB using appropriate isolators, (IP65 enclosure) and not be connected to the wall socket plugs

3.7 TESTING AND COMMISSIONING

All new equipment shall be tested, commissioned, ready for use and be maintained and guaranteed for a period of twelve (12) months. Commissioning data is to be supplied before First Delivery of this contract is taken.

All equipment to be supplied with nameplates showing the Technical Information as well as all the information as contemplated by the Occupational Health and Safety Act, 85 of 1993, as amended and its regulations, showing particularly the following information

- i) Name of manufacturer
- ii) Country of origin
- iii) Year of manufacture
- iv) Manufacturer's name, serial number and model number

3.8 MAINTENANCE MANUALS

One (1) set of maintenance and operating manuals are required which shall include all circuit diagrams, spare parts lists, operating instructions, etc. one set of laminated wiring diagrams shall be fixed to the wall in the plant room. These sets of drawings shall be provided at the practical

completion date and the Practical Completion Certificate will NOT be issued without these documents.

3.9 MAINTENANCE AND SERVICING

The entire installation including all new equipment manufactured or bought is subject to an unrestricted 12-month free maintenance and guarantee period, after the date of issue of the Completion Certificate. This also includes cover pertaining to all aspects of the equipment and associated wiring, piping, controls etc.

During the 12-month maintenance and servicing period any defects shall be made good and all plant and equipment maintained in perfect operating condition.

PART 4

SCHEDULE OF PRICES

PREAMBLE TO THE SCHEDULE OF PRICES

1. All prices shall be quoted in the currency of the Republic of South Africa and will be fixed. Only where exchange rates have been stated in the quotation document, as at two weeks (14 days) prior to closing date of this quotation, will such exchange rate fluctuation be taken into account in the variation of the cost of the imported items/equipment.
2. The Tenderer shall enter a price against each item in the schedule of prices. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost of such item shall be regarded as being covered by other prices in the schedule of prices.
3. **The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.**
4. The prices quoted for the supply of plant and equipment shall include for all handling, loading, transporting and off-loading required for the delivery of the plant and equipment to the site, including in the case of off-site storage for double handling at the store.
5. The prices quoted for erection and installation shall include for all handling, loading, transporting and off-loading, to take plant and equipment to place on site where required, erection, installation, painting, commissioning, operating, testing, adjusting, handing over in proper working order and guarantee for a period of 12 months, all as specified.
6. The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Summary of Schedule of Prices for the purpose of VAT.
7. Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Department of Health's "Representative".
8. The Schedule of Prices shall be completed and signed in **black ink**. Corrections must be done by deleting, re-writing and initialling next to the amendment.
9. Electrical and Mechanical work is not measured according to the Standard Procedures of Building Work.

PROVINCE OF KWAZULU-NATAL - DEPARTMENT OF HEALTH	
SUBMIT TO: SUPPLY CHAIN MANAGEMENT	FOR ATTENTION: K.R. NZIMANDE
INSTITUTION: QUEEN NANDI REGIONAL HOSPITAL	REF NO.: QNR740/22-23
SCOPE OF WORK: SUPPLY, INSTALL, & COMMISSION BACK-UP SPLIT UNITS IN THEATRES AT QUEEN NANDI REGIONAL HOSPITAL	
Materials, component/ancillary parts: Firm Price. When applicable a detailed list of materials etc. showing unit costs shall be provided.	
A. Quoted for Bought Out Items(Excluding VAT)(Carried forward)	R
Mark Up @ %(Maximum Mark Up = 20% for values R0.00 to R299 999.99)	R
Mark Up @ %(Maximum Mark Up = 15% for values R300 000.00 to R500 000.00)	R
Mark Up @ % (Maximum Mark Up = 13% for values over R500 000.00)	R
B. Quoted for Proprietary Items(Excluding VAT)(Carried forward)	R
C. Quote for Sub-Contract Items(Excluding VAT)(Carried forward)	R
Mark Up @ %	R
D. Labour, Travelling, Subsistence and Transport. This price shall be firm in respect of materials etc. quoted for. (Excluding VAT) (Brought forward)	R
E. Less credit for redundant materials, parts and equipment if applicable	R ()
SUBTOTAL	R
VAT @ %	R
F. This Price in SA Currency firm for 90 days from date of the estimate quotation and shall not be exceeded. To be measured on completion.	R
Time required for completion weeks from receipt of official order.	
NAME OF SERVICE PROVIDER:	
CIDB REGISTRATION NUMBER	CIDB CATEGORY.....
PROVINCIAL SUPPLIERS DATABASE REGISTRATION NUMBER:.....	
SERVICE PROVIDER'S AUTHORISED SIGNATURE:.....	QUOTE REF No.....
NAME IN BLOCK LETTERS:.....	
COMPANY STAMP: DATE:	

4.1 SCHEDULE OF PRICES: MATERIALS, COMPONENT/ANCILLARY PARTS AND SUB CONTRACT WORK

The service provider shall add here, ALL materials, components/ancillary parts which are required for the completion of the work quoted for.

In the event that more pages are required, this page may be copied.

ITEM	DESCRIPTION	UNIT	QTY	TOTAL COST (Excluding VAT)							
				UNIT COST		BOUGHT OUT		PRO- PRIETARY		SUB CONTRACT	
				R	c	R	c	R	c	R	c
	<p>INSTITUTION: QUEEN NANDI HOSPITAL All equipment and material used in this contract is to be that which is specified or other approved. Quantities are provisional and shall be Re-measured after completion. NB. Tenderer to take note that no staff are allowed to reside on site. Only a security guard is allowed in the contractor's site establishment after hours. Tenderer is advised to ENSURE that each completion should be approved by the Chief Artisan / artisan foreman of the facility.</p>										
4.1.1	OPD THEATRES										
4.1.1.1	Operating Theatre (GB4.1): Supply, deliver, install and commission a 24000Btu/hr high-wall unit complete with outdoor condensing unit, indoor evaporator, hard-wired remote, isolator (IP65), and refrigerant piping)	No.	1								
	Allow for refrigerant piping between the external and internal units as per OEM recommendations	m	10								
	Allow for electrical cable 4mm ² to nearest DB	m	30								
	Supply and install a 15A circuit breaker (type)	No.	1								
4.1.1.2	Operating Theatre (GA4.1): Supply, deliver, install and commission a 24000Btu/hr high-wall unit complete with outdoor condensing unit, indoor evaporator, hard-wired remote, isolator (IP65), and refrigerant piping)	No.	1								
	Allow for refrigerant piping between the external and internal units as per OEM recommendations	m	20								
	Allow for electrical cable 4mm ² to nearest DB	m	40								
	Supply and install a 15A circuit breaker (type)	No.	1								

4.1.2 MAIN THEATRES COMPLEX										
4.1.2.1	Operating Theatre 1 (SBD1): Supply, deliver, install and commission a 24000Btu/hr high-wall unit complete with outdoor condensing unit, indoor evaporator, hard-wired remote, isolator (IP65), and refrigerant piping)	No.	1							
	Allow for refrigerant piping between the external and internal units as per OEM recommendations	m	10							
	Allow for electrical cable 4mm ² to nearest DB	m	40							
	Supply and install a 15A circuit breaker (type)	No.	1							
4.1.2.2	Operating Theatre 2 (SBC3.2): Supply, deliver, install and commission a 24000Btu/hr high-wall unit complete with outdoor condensing unit, indoor evaporator, hard-wired remote, isolator (IP65), and refrigerant piping)	No.	1							
	Allow for refrigerant piping between the external and internal units as per OEM recommendations	m	30							
	Allow for electrical cable 4mm ² to nearest DB	m	30							
	Supply and install a 15A circuit breaker (type)	No.	1							
4.1.2.3	Operating Theatre 3 (SBE5.5): Supply, deliver, install and commission a 24000Btu/hr high-wall unit complete with outdoor condensing unit, indoor evaporator, hard-wired remote, isolator (IP65), and refrigerant piping)	No.	1							
	Allow for refrigerant piping between the external and internal units as per OEM recommendations	m	30							
	Allow for electrical cable 4mm ² to nearest DB	m	50							
	Supply and install a 15A circuit breaker (type)	No.	1							
4.1.2.4	Operating Theatre 4 (SBE4.5): Supply, deliver, install and commission a 24000Btu/hr high-wall unit complete with outdoor condensing unit, indoor evaporator, hard-wired remote, isolator (IP65), and refrigerant piping)	No.	1							
	Allow for refrigerant piping between the external and internal units as per OEM recommendations	m	40							
	Allow for electrical cable 4mm ² to nearest DB	m	40							
	Supply and install a 15A circuit breaker (type)	No.	1							
4.1.2.5	Operating Theatre 5 (SBE5.5): Supply, deliver, install and commission a 24000Btu/hr high-wall unit complete with outdoor condensing unit, indoor evaporator, hard-wired remote, isolator (IP65), and refrigerant piping)	No.	1							

QUEEN NANDI HOSPITAL: THEATRE HVAC BACK-UP SPLIT UNITS

	Allow for refrigerant piping between the external and internal units as per OEM recommendations	m	30								
	Allow for electrical cable 4mm ² to nearest DB	m	60								
	Supply and install a 15A circuit breaker (type)	No.	1								
4.1.3	LABOUR WARD THEATRE										
4.1.3.1	Operating theatre – Labour: Supply, deliver, install and commission a 36000Btu/hr under-ceiling cassette unit complete with outdoor condensing unit, indoor evaporator, hard-wired remote, isolator (IP65), and refrigerant piping)	No.	1								
	Allow for refrigerant piping between the external and internal units as per OEM recommendations	m	20								
	Allow for electrical cable 4mm ² to nearest DB	m	20								
	Supply and install a 20A circuit breaker (type)	No.	1								
4.1.4	GENERAL										
4.1.4.1	Provide set of construction drawings (P&ID) showing the layout of both the refrigerant and electrical line diagrams	Item	1								
4.03	Electrical Certificate of Compliance for electrical installation refrigeration after completion. Heat Pump must be installed by an accredited technician	Item	1								
4.04	Refrigeration Certificate of Conformity for electrical installation refrigeration after completion. All a/c units to be installed by registered SAQCC Gas CAT A4 (min)	Item	1								
4.05	Minor Service @ 6 months from date of Practical Completion	Item	1								
4.06	Major service @ 12 months from date of practical completion and before taking Final Delivery	Item	1								
TOTAL COST BOUGHT OUT ITEMS (A)											
TOTAL COST PROPRIETARY ITEMS (B)											
TOTAL COST SUB CONTRACT ITEMS (C) (Attach copy of sub-contractors quote)											

4.2 LABOUR, SUBSISTENCE, TRAVEL AND TRANSPORT REPLACEMENT AND ADDITIONAL EQUIPMENT

4.2.1	LABOUR	No. of	TOTAL HOURS	RATE/HR	AMOUNT	
a)	Artisans	.....	.....	R 300.00	R.....
b)	Apprentice					
	1 st Year	.....	.....	R 118.00	R.....
	2 nd Year	.....	.....	R 150.00	R.....
	3 rd Year	.....	.....	R 180.00	R.....
	4 th Year	.....	.....	R 265.00	R.....
c)	Semi-skilled	.....	.....	R 142.00	R.....
d)	Unskilled	.....	.....	R 75.00	R.....
4.2.2	SUBSISTENCE	No. of	TOTAL DAYS	RATE/24HR DAY		
a)	Artisans	.....	.....	R 303.00	R.....
b)	Apprentice	.....	.....	R 303.00	R.....
c)	Semi-skilled	.....	.....	R 303.00	R.....
d)	Unskilled	.....	.....	R 303.00	R.....
4.2.3	HOTEL/ACCOMMODATION		No. of Persons	No. of Nights	Cost per Night as per Suppliers Invoice	
	.....		.....	.....	R.....
NOTE: When applicable you may only claim for Accommodation OR Subsistence NOT both						
4.2.5	TRAVEL		TOTAL Km	RATE/Km		
4.2.5.1	From service provider's premises to site..... trips (skilled)			Petrol	Diesel	
a)	@ km per trip	Delete as applicable		R.....
b)trips (Semi-skilled)			R 7.78	R 7.58	R.....
	@km per trip	R 5.80	R 5.60	R.....
4.2.5.2	From accommodation to site					
a) trips (skilled)					
	@km per trip	R 7.78	R 7.58	R.....
b)trips (semi-skilled)					
	@km per trip	R 5.80	R 5.60	R.....
4.2.6	ADDITIONAL LABOUR TRAVELLING WITH DRIVER		TOTAL HOURS	RATE/HR	AMOUNT	
a)	..... x Additional Artisan/s trips (skilled) @ km per trip ÷ 80km/hr		.....	R 300.00	R.....
b)	..... x Additional Semi-Skilled trips (semi) @ km per trip ÷ 80km/hr		.....	R 142.00	R.....
c)	..... x Additional Unskilled trips (unskilled) @ km per trip ÷ 80km/hr		.....	R 75.00	R.....
d)	..... x Additional Apprentice/s trips (semi) @ km per trip ÷ 80km/hr		.....	R.....	R.....
SUBTOTAL CARRIED FORWARD TO PAGE 9					R.....	

**PART FIVE
EVALUATION CRITERIA**

The Bidder needs to score a minimum of 60 points for the functionality and quality criteria to be considered responsive for this Quotation. THE TENDER EVALUATION CRITERIA AND SCORING (The weighting for Quality and functionality out of 100 sub-points is as follows):

The threshold score, below which tenders are eliminated from further consideration, should be 60%

Evaluation Criteria	Deliverables	Points		Sub-Points		Sub-Criteria	Sub-Points Scoring	
		40	Points	40	Sub-points		40	Where 2 or more projects of a similar nature and scope of works have been completed in the past 3 years
1. Competency and experience of the tenderer on similar sized projects	Tenderers to demonstrate their competency and experience by submitting proof of at least 2 similar sized projects completed in the past 3 years.	40	Points	40	Sub-points	Schedule of experience on projects of a similar nature indicating: - Award letters (orders) - Practical completion certificates	40	Where 2 or more projects of a similar nature and scope of works have been completed in the past 3 years
2. Project Organogram showing management personnel supported by curriculum vitae (CV) with at least SAQCC Gas CAT A4	Proposed technical team member, which Curriculum Vitae showing traceable reference that detail technical qualifications and demonstrate extensive experience on similar projects.	40	Points	40	Sub-Points	Submission of following documents - Curriculum Vitae - Trade Test Certificate - SAQCC Gas Registration Category A4 - Trade tested electrician	40	Submission of a detailed curriculum vitae of trade tested technician allocated to this project indicating more than 3 years' experience on HVAC
3. Methodology and Approach	Detailed method statement and programme to be submitted, indicating equipment lead times clearly.	20	Points	20	Sub-points	Working Programme detailing on the sequence of works and indicating milestones	20	Submission of Working Programme detailing on the sequence of works and indicating milestones and equipment lead times
							10	Submission of Working Programme with no detailing on the sequence of works and milestones and no clear equipment lead times
							0	No or irrelevant submission, does not meet requirement

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 interest¹ 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 consortium² 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 YES take place
- (ii) Date 12 / 01 / 2023 Time 10 : 00 Place QNRH - WORKSHOP

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

12. PATENT RIGHTS

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

13. PENALTIES

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

14. TERMINATION FOR DEFAULT

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

15. 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:

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

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

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING
applicable box)

(Tick

YES		NO	
-----	--	----	--

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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