

Quotation Advert

Opening Date:

25/01/2023

Closing Date:

01/02/2023

Closing Time:

11:00

INSTITUTION DETAILS

Institution Name:

RK Khan Hospital

Province:

KwaZulu-Natal

Department of entity:

Department of Health

Division or section:

Central Supply Chain Management

Place where goods/ service is required:

RK Khan Hospital

Date Submitted:

25/01/2023

ITEM CATEGORY AND DETAILS

Quotation number:

Znq: 815/22-23

Item Category:

Goods

Item Description:

Provision of Portering and Messenger Services(03 Months)

Quantity (if supplies):

As Per Spec

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:

Complusory Briefing

Date:

27/01/2023

Time:

11:00 a.m(No late comers allowed)

Venue:

Nurses Reidence TV Room / Dinning hall

QUOTES CAN BE COLLECTED FROM:

Website

QUOTES SHOULD BE DELIVERED TO:

RK Khan Hospital - Tender Box

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name:

Maud Khumalo

Email: maud.khumalo@kznhealth.gov.za

Contact number: 031 459-6301

Finance Manager Name:

Mr ID Myeza Finance Manager Signature

ANDARD QUOTE DOCUMENTATION OVER 120 000 00

STANDARD QUOTE DOCUMENTATION OVER R30 000.00 YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: RK KHAN HOSPITAL CLOSING TIME: 11:00 FACSIMILE NUMBER: 031 403 73333 E-MAIL ADDRESS: maud.khumalo@kznhealth.gov.za PHYSICAL ADDRESS: 336 RK K HAN CIRCLE - WESTCLIFF - CHATSWORTH - 4092 QUOTE NUMBER: ZNQ / RKK - 23 DESCRIPTION: PROVISION OF PORTERING AND MESSENGER SERVICES CONTRACT PERIOD 03 MONTHS VALIDITY PERIOD 60 Days SARS PIN.... (if applicable) CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. М Α UNIQUE REGISTRATION REFERENCE DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS) 336 RK KHAN CIRCLE - WESTCLIFF - CHATSWORTH - 4092 RK KHAN HOSPITAL Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration. The quote box is open from 08:00 to 15:30. QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RETYPED) THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED) NAME OF BIDDER POSTAL ADDRESS STREET ADDRESS TELEPHONE NUMBER CODENUMBER FACSIMILE NUMBER CODENUMBER..... **CELLPHONE NUMBER** E-MAIL ADDRESS VAT REGISTRATION NUMBER (If VAT vendor) HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES NO [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES& QSEs) MUST BE SUBMITTED TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

| OFFICIAL | PRICE | PAGE | FOR (| CHOTATIONS | OVER R30 000 |
|----------|-------|------|-------|------------|--------------|

QUOTE NUMBER: ZNQ/RKK / 815 / 22 - 23

| DESCRIPT | ION: PROV | SION OF PORTERING AND MESSENGER | SERVICES | | | |
|-------------------------|--------------|---|------------------------------------|-----------------------------------|---------------|-------|
| SIGNATUR IBy signing | E OF BIDDE | Rt, I hereby agree to all terms and conditions] | | DATE | PT | |
| | | ICH THIS QUOTE IS SIGNED | | | | |
| Item No | Quantity | Description | Brand (| | | |
| EGH NO | Guarrity | Describion | model | manufacture | Price R | С |
| 1 | AS PER | PROVISION OF PORTERING AND MES | SSENGER | | | |
| | SPEC | SERVICES @ RK KHAN HOSPIT | ΓAL. | | | |
| | | (03 MONTHS) | | | | |
| | | | | | | |
| | | | | | | |
| | - | | | | | |
| | - | | | | | |
| | | <u> </u> | | _ | | |
| | | | | | | |
| | | | - | | | - |
| | | AS PER ATTACHED SPEC | | _ | | |
| | | | | | | |
| | | N.B : DECLARATION FORMS,CSD NO.,U | NIQUE REG | | | |
| | | SUBMIT BBBEE VERIFICATION CERTIF | ICATE OR | | | |
| | | SWORN AFFIDAVIT, THE CERTIFICATE | MUST BE | | | |
| | | SANAS APPROVED, MUST BE SUBMIT | TED WITH | | | |
| | | QUOTATION | | | | |
| | | | | | | - |
| | - | | | | | ļ |
| | - | | | | | + |
| | | 4.,. | | | | - |
| | - | | | | | |
| | | | | | | + |
| | | | | | | |
| | | | | | | |
| | _ | 15% (Only if VAT Vendor) | | | | |
| TOTAL QU | OTATION PF | RICE (VALIDITY PERIOD 60 Days) | | | | |
| Does This (| Offer Comply | | The Article Conform Specification? | To The S.A.N.S. / | S.A.B.S. | |
| Is The Price | Firm? | State De | elivery Period, e.g., 1da | y, 1week | | |
| | _ | e <u>quote</u> may be directed to: | Enquiries regarding | g <u>technical information</u> ma | y be directed | d to: |
| | ess: nomsa. | HAYE Tel: 031 459 6301 makhaye@kznhealth.gov.za | Contact Person: N.T. | Tel: | 031 459-601 | 8/597 |

BIDDER'S DISCLOSURE

| | | 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.

| BIDDER'S DEC! | _AR/ | ΑТІ | ION |
|---------------------------------|------|-----|-----|
|---------------------------------|------|-----|-----|

- 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

| 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 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 |
|----------------|------------|-----------|------|
| | 0.9.14.4.0 | r Osition | 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 DECÍSIONS 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.



R.K KHAN HOSPITAL

Postal Address: Private Bag X004, Chatsworth, 4030 Physical Address: 336 R. K. Khan Circle, Croft Dene, Chatsworth, 4030 Tel.: 031-4596120 Fax. 031-403 0217 Email: Swamival.govender@kznhealth.gov.za

SUPPLY CHAIN MANAGEMENT: DEMAND / CONTRACTS

SPECIFICATION FOR PORTERING AND MESSENGER SERVICES

RK KHAN HOSPITAL FOR

01 MARCH 2023 TO 31 MAY 2023

1. SCOPE OF CONTRACT

To ensure that the hospital has Portering and messenger service available at all times

2. SCOPE OF WORK

- The service contract is required to provide Portering and messenger services @ RK Khan Hospital during week days, weekends and public holidays for the duration of 3 months.
- Bargaining council rates for year 2022 and 2023 must be used when determining employee salary.

3. CONTRACT REQUIREMENT

| DESCRIPTION | YES/NO |
|--|--------|
| ALL quotation documents to be completed and signed and ALL pages | |
| numbered including your CERTIFICATES. | |
| Valid BBBEE Certificate or sworn affidavit | |
| Bill of quantity completed correctly | |
| Proof of department of Labour certificate | |
| Proof of Bargaining Council Certificate | |
| SARS status must be compliant on CSD | |

4. SERVICE CONTRACT PERIOD

• Three (3) months service contract effective after signing of service level agreement

5. SERVICE HOURS

• The service provider is required to have their full complement of staff during week days from 06h00 to 18h00 (day shift), week days from 18h00 to 06h00 (night shift)weekends 06h00 to 18h00 (day shift, weekends 18h00 to 06h00 (night shift), public holidays 06h00 to 18h00 (day shift), public holidays 18h00 to 06h00 (night shift).

6. CONTRACT SERVICE PROCEDURE

- Assisting / receiving of patient on arrival using wheelchairs and stretchers.
- Assist with the movement of ambulance stretchers
- Transport patient specimens and obtain results from laboratory and collect pharmacy orders from main dispensary
- Escort patients to wards and other departments
- Clean and report all faulty wheelchairs and stretchers to the supervisor
- Return wheelchairs and stretchers to respective wards and departments after transporting
 patients at the end of the day's duty. All wheels chairs and stretchers must be gathered
 and housed at the wheelchair bay
- Service provider to have their own staff register.
- Movement of documents within the institution as assigned.
- The service provider must have their own attendance register for their staff.
- To transport soiled linen and collect clean linen from our Laundry Department as and when required.
- To lift / move hospital equipment from various locations with the Institution should the need arise.
- To transport linen as when required
- Assist medical and nursing staff in case of emergencies
- Transport medical oxygen from oxygen banks to various wards and department
- Remove and transport corpse from the wards and casualty to mortuary cold room for storage
- Corpse that are brought to R.K KHAN Hospital via Clairwood will also need to be moved and stored at the mortuary cold room

7. RK KHAN HOSPITAL CONTRACT TERMS AND CONDITIONS

The service provider will be required to:

- Allocate staff at RK Khan Hospital and Clairwood Hospital. (subject to changes by systems manager)
- Porter and messenger services shall be provided seven (7) days per week inclusive of weekends and public holidays) as per the calendar year 2023.
- Lunch / tea breaks to be negotiated with the Assistant Systems Manager. Hours of attendance may be subject to changes.
- Total number of personal required is fifteen (15) inclusive of one (1) team leader. It is compulsory for the service provider to ensure that the total number of staff is on duty

- During the stipulated working hours. Non availability of staff will be considered a breach of contract. Service provider to arrange replacement of staff at their own cost should the need arise.
- Contractor to ensure that the supervisor / team leader is available at all times.
- The Deputy Director for Systems and General Orderly Supervisor will allocate staff in RK Khan and Clairwood Hospital at their discretion
- The contractor must provide all their staff with uniform with their company logo at the front of the uniform and in big bold writing PORTERING SERVICES at the back of their shirts.
- The contractor should issue their staff with safety boots and identity cards.
- The contractor must arrange for replacement of staff at their own cost should the need arise.

8. CONDUCT

- No staff should participate in any sort of strike action.
- Should the staff participate on strike action the hospital will temporally employ staff on the expense of the service provider and immediately terminate the contract?
- At all times be courteous and polite to staff, patients and visitors.
- Assist Medical and Nursing staff in case of an emergency

9. SCHEDULE OF PAYMENT PROFILE FOR OUT SOURCING OF CLEANING SERVICES

| DESCRIPTION | ADDITIONAL INFORMATION | SERVICE PROVIDER PRICE BREAK DOWN |
|-------------------------------------|------------------------|-----------------------------------|
| No. of day shift staff (06h00 to | 06 staff @ R. K KHAN | |
| 18h00) | 04 staff @ Clairwood | |
| | hospital (SUBJECT TO | |
| | CHANGES) | |
| Payment rates per staff member | Basic condition of | Rates per hour: R |
| basic | employment | Rates per nour. R |
| Sunday allowance | Time and half | Rates per hour: R |
| Public holiday allowance | Double | Rates per hour: R |
| No. of night staff (18h00 to 06h00) | 03 staff @ R.K KHAN | Potos non house D |
| (.01100 10 001100) | 02 staff @ Clairwood | Rates per hour: R |
| | hospital (SUBJECT TO | |
| | CHANGES) | |
| Payment rates per staff member | Basic condition of | Rates per hour: R |
| basic | employment | |
| Sunday allowance | Time and half | Rates per hour: R |
| Public holiday allowance | Double | Rates per hour: R |

10. EVALUATION CRITERIA – BASED ON POINTS SYSTEM 80/20

I acknowledge that this form has been checked by me, and that all the required information and documents have been furnished. Failure to provide the contract requirements may render my bid as invalid and automatically disqualified.

| Authorized company signature | : | |
|------------------------------|---|--|
| Full name in print | : | |
| Date | : | |
| Company name | : | |
| | | |
| | | |
| Company stamp | | |
| | | |

| Name of End-User | Name of SCM officer | S.S GOVENDER |
|--------------------|---------------------|--------------|
| Designation / Rank | Designation / Rank | S/O |
| Signature | Signature | |
| Date | Date | 2022/12/05 |

BILL OF QUANTITY - PORTERING SERVICES : R.K. KHAN HOSPITAL FOR MARCH 2023 TO MAY 2023

| TOTAL | | | | | | | | | | | | | | |
|------------------------------------|--|--|---|----------|----------------|-------------------------------------|--------|-------------|-------------|-------------|-----------------|----------------|----------------|-------------------------------|
| GROSS SALARY PER EMPLOYEE | œ. | | z z | | | <u>«</u> | oz. | SUB-TOTAL R | ADD 15% VAT | GRAND TOTAL | : | | | |
| PUBLIC HOLIDAY RATE X 5 DAYS | œ | œ | œ | | | | | | | | | | | |
| SUNDAY RATE | œ | œ | œ | | | | | | | | | | | |
| TEAM LEADER | | | c. | | | | | | | | | PAGE 5 | | |
| ALLOWANCE RATE | | <u>~</u> | | | | | | | : | | | | | |
| BASIC SALARY PER EMPLOYEE | oc. | | cc | | | | | | | | 21-Mar-23 | 07-Apr-23 | 10-Apr-23 | 27-Apr-23 |
| NUMBER OF RELIEF EMPLOYEES | es | | | | | | | | | | PUBLIC HOLIDAYS | PUBLIC MOLIDAY | PUBLIC HOLIDAY | PUBLIC MOLIDAY PUBLIC HOLIDAY |
| NUMBER OF | 6 | L) | + | 15 | 15 | | | | | | | NB. | | es fi |
| DESCRIPTION | DAY-SHIFT: MONDAY TO SUNDAY 06H00 TO 18H00 | NIGHT-SHIFT; MONDAY TO SUNDAY 18H00 TO 06H00 | DAY-SHIFT TEAM LEADER: MONDAY TO SUNDAY 06H00 TO 18H00 | EMPLOYEE | EMPLOYEE BADGE | MISCELLANEOUS COST TO COMPANY | PROFIT | | | | | _ | | |
| | | 8 | ωl | 4 | ω m | 10 | 7 | | | | | | | |

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-B8EE 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 |

- 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.
- 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:

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

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 | DECL. | ARAT | ION |
|----|-----|-------|------|-----|
|----|-----|-------|------|-----|

- 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

| relevant | roof of B-BBEE status level of contributor. | |
|----------|--|-----------------------|
| 7. | SUB-CONTRACTING applicable box) | (Tick |
| 7.1 | Will any portion of the contract be sub-contracted? | YES NO |
| 7.1.1 | If yes, indicate: | |
| 8. | i) What percentage of the contract will be subcontracted | (Tick applicable box) |
| | | 1 |

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

| Designated Group: An EME or QSE which is at last 51% owned by: | EME | QSE | | |
|---|-----|-----|--|--|
| | V | √ | | |
| 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 o | Name of company/firm: | | | | |
| 9.2 | VAT reg | VAT registration number: | | | | |
| 9.3 | Compar | Company registration number: | | | | |
| 9.4 | TYPE C | TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX] | | | | |
| | | Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation Company Pty) Limited | | | | |
| 9.5 | DESCR | DESCRIBE PRINCIPAL BUSINESS ACTIVITIES | | | | |
| | | | | | | |
| 9.6 | COMPA | NY CLASSIFICATION [TICK APPLICABLE BOX | J | | | |
| | | 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, bas the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ fit the preference(s) shown and I / we acknowledge that: | | | | | |
| | i) Th | e information furnished is true and correct; | | | | |
| | ii) Th | 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 contract be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct; | | | | | |
| | | the B-BBEE status level of contributor has bee ntract have not been fulfilled, the purchaser may, | n claimed or obtained on a fraudulent basis or any of the conditions of 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 | d or suffered as a result of that person's conduct; | | | |
| | (c) cancel the contract and claim any damages which it is arrangements due to such cancellation; | | ich it has suffered as a result of having to make less favourable | | | |
| | (d) | who acted on a fraudulent basis, be restricted b | areholders and directors, or only the shareholders and directors by the National Treasury from obtaining business from any organ fter the audi alteram partem (hear the other side) rule has been | | | |
| | (e) | forward the matter for criminal prosecution. | | | | |
| | | | | | | |
| | WITNE | ESSES | SIGNATURE(S) OF BIDDERS(S) | | | |
| | 1 | | DATE: | | | |
| | 2 | | ADDRESS | | | |
| | L | | | | | |