Quotation Advert

Opening Date:

25 24/06/2024

Closing Date:

Z+26/06/2024

Closing Time:

11H00

INSTITUTION DETAILS

Institution Name:

Manguzi Hospital

Province:

KwaZulu-Natal

Department of entity:

Department of Health

Division or section:

Central Supply Chain Management

Place where goods/

MANGUZI HOSPITAL

service is required: Date Submitted:

24/06/2024

ITEM CATEGORY AND DETAILS

Quotation number:

ZNQ /MZH/199/24/25

Item Category:

Goods

Item Description:

SERVICING OF OXYGEN GENERATOR COMPRESSOR

Quantity supplies

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:

Not applicable

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM:

KZNHEALTH MANGUZI HOSPITAL (STORES)

QUOTES SHOULD BE DELIVERED TO: MANGUZI HOSPITAL TENDER BOX, AT THE MAIN

GATE OR VIA EMAIL.

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: S. MASINGA

Email: SIPHIWE.MASINGA@KZNHEALTH.GOV.ZA

- Contact number: 035 5920150

Finance Manager Name:

C NHLEKO Finance Manager Signature



		(STOMOSTERS)	PARTICULA	RS OF QU	OTATION	W (1) (1) (1)	The second line is the second line in	SHIP COMMO
YOU ARE HEREBY INV	ITED TO QUOTE F	OR REQUIREMENT	S AT:		*			
FACSIMILE NUMBER:	0355920161		E-MAIL A	DDRESS:	Babazile.Thwal	a@kznhealth	ı.gov.za	
PHYSICAL ADDRESS:	MANGUZI H	OSPITAL OFF N	AAIN ROA	D-ITHAL	A CENTRE KWA	NGWANASI	≣ 3973	
QUOTE NUMBER:	ZNQ / MZH	/ 199	, 24	. 25			VALIDITY PERIOD:	90 DAYS
DATE ADVERTISED:	2024-06-25 DEVILLE		CLOSING	DATE:	2024-06-27		CLOSING TIME:	_11:00
		OXYGEN GENE	ERATOR	COMPRE	SSOR			
CONTRACT PERIOD (IF	APPLICABLE):	ONCE OFF						
DEPOSITED IN THE QU	OTE BOX SITUATE	D AT <i>(STREET ADE</i>	DRESS):					
MAIN GATE MANG	GUZI HOSPITAI	OR VIA EMAIL	-					
ENQUIRIES REGARDIN		Y BE DIRECTED TO):				· · · · · · · · · · · · · · · · · · ·	
CONTACT PERSON: BI		@l==h-=lth		TEL	EPHONE NUMBER:	035592016	1(EXT 1069)	
		@kznhealth.gov.						
CONTACT PERSON: S		ORMATION MAY BE	DIRECTED			035503016	1/EVT 1110)	
		@kznhealth.gov.	za	TEL	EPHONE NUMBER:		1(EXT 1112)	
Bidders should ensure t	hat quotes are del	ivered timeously to	the correct	address. If	the quote is late, it w	ill not be accer	nted for consideration	
The quote box is open from					,			•
QUOTATIONS MUST BE	SUBMITTED ON T	HE OFFICIAL FORM	#S – (NOT T	O BE RETY	PED)			
THIS QUOTE IS SUBJEC REGULATIONS, 2022, TH	T TO THE PREFER	RENTIAL PROCUREI	MENT POLIC	CY FRAMEV	VORK ACT AND THE	PREFERENTIA ER SPECIAL CO	L PROCUREMENT	TRACT
	The second	HE FOLLOWING PA	ARTICULAR	S OF BIDDI	ER MUST BE FURNIS	SHED		
NAME OF BIDDER:	(FAII	.URE TO DO SO MA	AY RESULT	in Your Q	UOTE BEING DISQU	ALIFIED)		
E-MAIL ADDRESS:								
POSTAL ADDRESS:								
STREET ADDRESS:								
FELEPHONE NUMBER:				_ FACS	SIMILE NUMBER:			
DELLPHONE NUMBER:				SARS	PIN:			
AT REGISTRATION NUM	/IBER (If VAT vendo	r):		_				
CENTRAL SUPPLIER DAT		TION (CSD) NO.		М	AAA			
INIQUE REGISTRATION	REFERENCE:							
			28 0	1701				
		Y	D) X	ALOK	0/24			



CAPACITY UNDER WHICH THIS QUOTE IS SIGNED:

QUOTE NUMBE	R: ZNQ	, MZH	official price page for quotations over	N N2 000.01		ACTION SECTIONS	
DESCRIPTION:	SERV	ICING OF	OXYGEN GENERATOR COMPRESSOR			*	9
PREFERENCE PO	NNTS WILL BE	ALLOCATED	ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOA	LS IN TERMS O	PPR 2022:	POINTS ALL	OCATE
			ated to companies at least 51% owned by Black People	_		20	
CN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND &	COUNTRY OF MANUFACTUR	PRIC	E
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			SERVICE OF NOVEMBER 2024			Ti .	
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			CERTIFICATE/AFFIDAVIT TO QUALIFY				+
			FOR GOAL POINT CLAIM				+-
		-0				10	1
*						9.	
				od-			
ALUE ADDED T	AX @ 15% (O	nly if VAT Vo	endor)				1
TAL QUOTATION	ON PRICE (VA	ALIDITY PER	NOD 90 Days)				
DES THIS OFFE	R COMPLY W	/ITH THE SP	ECIFICATION?			YES	s / No
THE PRICE FIR		ATO THE S	ANC /CARCODECEDER			YES	6 / NO
EO THE ARTIC	LE CONFORM	WIO THE S.	A.N.S. / S.A.B.S. SPECIFICATION?			. YES	/ NO

DATE:



BIDDER'S DISCLOSURE

SBD 4

PURPOSE	05	T1	
FURFUSE	1 1	1545	EODIA

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In fine 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

BIDDER'S DECLARATION

2.1. is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 1 in the 2.1.1.

YES / NO

If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees /

FULL NAME	any person having a controlling interest IDENTITY NUMBER	in the enterprise, in table below. NAME OF STATE INSTITUTION
Do you, or any person connected with		

	by you, or any person connected with the bidder, have a relationship with any person who is	
2.2.1.	If so, furnish particulars:	YES / NO
2.3.	Dings the hidden	*
	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?	
	If so, furnish particulars:	YES / NO

If so, furnish particulars:

3 DECLARATION

I, the undersigned,(name) the following statements that I certify to be true and complete in every respect: in submitting the accompanying bid, do hereby make

- 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 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
- 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
- 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.
- 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 Combatting of Corrupt

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.

			TALOL.
NAME OF BIDDER .	SIGNATURE	POSITION	
1 the power, by one person or a group of persons holding the	majority of the equity of an art	· Carrion	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

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.

CONDITIONS OF CONTRACT

GCC

NOTES

The purpose of this document is to:

- Draw special attention to certain general condition to government bids, contracts and orders; and (ii)
- To ensure that clients be familiar with regard to throbligations of all parties involved in doing business with government.

In this document words in the singular also mean in the pluversa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form partiation documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to t, should be compiled separately for every bid (if applicable) and will supplement the

Definitions

The following terms shall be interpreted as indical

- "Closing time" means the date and hour specified documents for the receipt of bids. 1.1,
- "Contract" means the written agreement entered the purchaser and the supplier, as recorded in the contract form signed by the parties, 1.2. including all attachments and appendices theretonents incorporated by reference therein. 1.3. 1.4.
- frictioning an attacements and appropriate to the sithe contract for the full and proper performance of his contractual obligations.
- "Corrupt practice means the offering, giving, receiting of any thing of value to influence the action of a public official in the procurement 1.5.
- process of in command excounts.
 "Countervailing duties" are imposed in cases where abroad is subsidized by its government and encouraged to market its products.
- "Country of origin" means the place where the good, grown or produced or from which the services are supplied. Goods are produced 1.6. when, through manufacturing, processing or subajor assembly of components, a commercially recognized new product results that is
- 1.7
- "Delivery" means delivery in compliance of the ca contract or order, 1.8.
- "Delivery ex stock" means immediate delivery disk actually on hand. 1.9.
- Delivery into consignees store or to his site" meand unloaded in the specified store or depot or on the specified site in compliance with the 1,10. conditions of the contract or order, the supplier band charges involved until the supplies are so delivered and a valid receipt is obtained. 1,11.
- "Dumping" occurs when a private enterprise abrygoods on own initiative in the RSA at lower prices than that of the country of origin and 1.12.
- which have the potential to from the confier and not involving the supplier's fault or negligence and not foreseeable. Such events "Force majeure" means an event beyond the collect and not involving the supplier's fault of negligence and not foreseeable. Such even may include, but is not restricted to, acts of the provereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions 1.13.
- "Fraudulent practice" means a misrepresentation to influence a procurement process or the execution of a contract to the detriment of "Fraudutent practice means a misrepresentation to or after bid submission) designed to establish bid prices at artificial non-competitive 1.14.
- "Goods" means all of the equipment, machineryaterials that the supplier is required to supply to the purchaser under the contract. 1.15. 1.16.
- "Imported content" means that portion of the bidsented by the cost of components, parts or materials which have been or are still to be "Imported content" means that person in the baselines by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subconich costs are inclusive of the costs abroad, plus freight and other direct importation costs imported (whether by the supplied of the control of the supplied of the suppli
- "Local content" means that portion of the biddimot included in the imported content provided that local manufacture does take place. 1.17 1.18.
- "Manufacture" means the production of producting labour, materials, components and machinery and includes other related value-adding 1.20.
- "Order" means an official written order issued foods or works or the rendering of a service.
- "Project site," where applicable, means the plactling documents, 1.21.
- "Purchaser" means the organization purchasing
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contrac
- "SCC" means the Special Conditions of Control
 "Services" means those functional services and of the goods, such as transportation and any other incidental services, such as 1.24. installation, commissioning, provision of technioning, catering, gardening, security, maintenance and other such obligations of the 1.25.
- "Written" or "in writing" means handwritten in inactronic or mechanical writing.

Application

- Application.

 These general conditions are applicable to all borders including bids for functional and professional services, sales, hiring, letting and 2.1. the granting or acquiring of rights, but excludingty, unless otherwise indicated in the bidding documents.
- Where applicable, special conditions of contract to cover specific supplies, services or works. 2.2. 2.3.
- Where such special conditions of contract are in general conditions, the special conditions shall apply.

- Unless otherwise indicated in the bidding docuer shall not be liable for any expense incurred in the preparation and submission of a 3.1.
- With certain exceptions, invitations to bid are a Government Tender Bulletin. The Government Tender Bulletin may be obtained 3.2., with cenam exceptions, invisations of Private B01, or accessed electronically from www.treasury.gov.za

SPECIAL CONDITIONS OF CONTRACT

SCC

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. .

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

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- The Department is under no obligation to accept the lowest or any quote. 3.1.
- 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 ÅLL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.
- The price quoted must include VAT (if VAT vendor). 3.4
- 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 3.5 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.
- Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months. 3.12.
- 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.
- In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both 3.20 corruption and acquisition fraud.

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.
- 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 4.4. 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.
- Any alteration made by the bidder must be initialled; failure to do so may render the response invalid. 4.5.
- Use of correcting fluid is prohibited and may render the response invalid. 4.6
- Quotations will be opened in public as soon as practicable after the closing time of quotation. 47
- 4.8. Where practical, prices are made public at the time of opening quotations,
- 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 49 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.

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
- 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
- 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.



5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

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.
 - 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
 - (i) 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 Will not take place.

 (ii) Date: / / Time: Place:

 Institution Stamp:

 Institution Site Inspection / briefing session Official:

 Full Name:

 Signature:

 Date:

8. STATEMENT OF SUPPLIES AND SERVICES

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

SUBMISSION / ND 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

- 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
 - (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

12.1. 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.
- service provider's expense.

 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.



TERMINATION FOR DEFAULT 14.

- 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 14.1.

 - 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.
- (iii) if the supplier, we are judgment and parameters and only of the supplier produces are competing for or in executing the contract. 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 to the supplier shall be liable to the purchaser for any excess costs for such similar to the supplier shall be liable to the purchaser for any excess costs for such similar to the supplier shall be liable to the purchaser for any excess costs for such similar to the supplier shall be liable to the purchaser for any excess costs for such similar to the supplier shall be liable to the purchaser for any excess costs for such similar to the supplier shall be liable to the purchaser for any excess costs for such similar to the supplier shall be liable to the purchaser for any excess costs for such similar to the supplier shall be liable to the purchaser for any excess costs for such similar to the supplier shall be liable to the purchaser for any excess costs for such similar to the supplier shall be liable to the purchaser for any excess costs for such similar to the supplier shall be liable to the purchaser for any excess costs for such similar to the supplier shall be liable to the purchaser for any excess costs for such similar to the supplier shall be liable to the purchaser for any excess costs for such similar to the supplier shall be liable to the purchaser for any excess costs for such similar to the supplier shall be liable to the purchaser for any excess costs for such similar to the supplier shall be liable to the purchaser for any excess costs for such similar to the supplier shall be liable to the purchaser for any excess costs for such similar to the supplier shall be liable to the purchaser for any excess costs for such similar to the supplier shall be liable to the sup 14.2
- works or sea most.

 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. 14.3.
- THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE. 15.

SBD 6.1.



PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- The following preference point systems are applicable to invitations to tender: 1.1.
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The applicable preference point system for this tender is the 80/20 preference point system.
- Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for: 1.3.
 - (a) Price; and
 - (b) Specific Goals.
- The maximum points for this tender are allocated as follows: 1.4.

PRICE	POINTS
	. 80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes; (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES 3.

POINTS AWARDED FOR PRICE 3.1.

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS 3.1.1.

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left(1 \cdot \frac{Pt - Pmin}{Pmin} \right)$$

OR

Where

Ps = Points scored for price of tender under consideration

= Price of tender under consideration

Pmin = Price of lowest acceptable tender

FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT 3.2.

3.2.1.

A maximum of 80 or 90 points is allocated for price on the following basis:

OR

 $Ps = 90\left(1 + \frac{Pt - Pmax}{P}\right)$

90/10

Where

Points scored for price of tender under consideration

Ps = 80 (1 +

Price of tender under consideration

Pmax = Price of highest acceptable tender



4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The <u>tenderer</u> must indicate <u>how</u> they claim points for each preference point system.

The specific goal/s allocated points in terms of this tender

The specific goal/s allocated points in terms of this tender

Race – Full/partial/combination of points allocated to companies at least 51% owned by Black People

DECLARATION WITH REGARD TO COMPANY/FIRM

	DECLARATION WITH REGARD TO COMPANY/FIRM	IPANY/FIRM			
4.3.	Name of company/firm:	4 9			
4.4.	Company registration number:	9			
4.5.	TYPE OF COMPANY/ FIRM [tick applicable box] Partnership/Joint Venture / Consortium				u e
	One-person business/sole propriety Close corporation				
	Public Company Personal Liability Company (Pty) Limited				*
	Non-Profit Company State Owned Company				

- I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

	SIGNATURE(S) OF TE	NDERER(S)	
SURNAME AND NAME:	<u> </u>		
DATE:			
DDRESS:			
		4 4	
		9.7	