

SharePoint

Dlomo Sindy ▾ ?

KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

KZN HEALTH

KZN Health Intranet

Search this site

[HOME](#) [CORPORATE INFORMATION](#) [COMPONENTS](#) [DIRECTORY](#) [DISTRICT OFFICES](#) [HEALTH FACILITIES](#)

KZN Health > Components > Supply Chain Management

AdvertQuote

KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 2021-09-15

Closing Date: 2021-09-22

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: G.J. Crookes hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: GJ CROOKES HOSPITAL

Date Submitted: 2021-09-14

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:
GJC390/21/22

Item Category: Goods

Item Description: MOBILE X-RAY MACHINE (BSU)

Quantity (if supplies) 1

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable

Date :

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: KZN WEBSITE

QUOTES SHOULD BE DELIVERED TO: GJ CROOKES HOSPITAL, NO.01 HOSPITAL ROAD, SCOTTBURGH, TENDER BOX

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: S Dlomo

Email: -

Contact Number: 039-9787160

Finance Manager Name: Ms SZG Nguse

Finance Manager Signature:

No late quotes will be considered

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: **GJ CROOKES HOSPITAL**

DATE ADVERTISED: **15.09.2021** CLOSING DATE: **22.09.2021** CLOSING TIME: **11:00**

FACSIMILE NUMBER: " " E-MAIL ADDRESS: " "

PHYSICAL ADDRESS: **NO1 HOSPITAL ROAD SCOTTBURGH**

OFFICIAL PRICE PAGE FOR QUOTATIONS ZNQ NUMBER: GJC390/21/22

DESCRIPTION: MOBILE X-RAY MACHINE (BSU)

ZNQ NUMBER: GJC390/21/22

DESCRIPTION: MOBILE X-RAY MACHINE (BSU)

SIGNATURE OF BIDDER DATE.....
 [By signing this document I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED.....

[illegible]

Does This Offer Comply With The Specification?	Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification?
Is The Price Firm?	State Delivery Period E.G. <i>1day, 1week</i>

<p>Enquiries regarding the <u>quote</u> may be directed to:</p> <p>Contact Person: <u>Sindy</u>.....Tel: <u>0399787160</u></p> <p>E-Mail Address: <u>.....</u></p>	<p>Enquiries regarding <u>technical information</u> may be directed to:</p> <p>Contact Person: <u>T. MAJOKA</u>.....Tel: <u>0399787172</u></p>
--	--

PROVINCE OF KWAZULU-NATAL

DEPARTMENT OF HEALTH

HEALTH TECHNOLOGY SERVICES (H.T.S. – RADIOLOGY SERVICES)

SPECIFICATION FOR: MOBILE X-RAY UNIT

SPECIFICATION: RAD - 2 (RADIOLOGY)

LEVEL OF CARE:
ALL INSTITUTIONS

Advisory Committee
Dr. D Ramaema Mrs. P Mfeka Mr. M Matthew Mrs. P Nzama Mr. T Thekisho

TECHNICAL SPECIFICATION

SCOPE OF WORK:

This specification establishes the requirements, supply, delivery, end user training, demonstration, commission and installation of the **MOBILE X – RAY UNIT**.

The evaluation of this bid will be based on point allocation, price of the unit and maintenance costs as well as a technical /clinical evaluation of the unit offered.

GENERAL:

- 1.1 Bidders are aware that the maneuverability and ease of use of a mobile unit is impossible to assess on a pamphlet. It is therefore imperative that the units offered be demonstrated to end users from the respective institution.

State when, where and to whom the unit was demonstrated.

- 1.2 The bidder to state make and model of the unit offered.

- 1.3 A radiation warning sign must be fixed to the unit.

- 1.4 The unit must comply with the requirements of the Department of Health: Directorate - Radiation Control in regard to radiation protection. Any modifications required will be at the bidder's expense.

- 1.5 The successful bidder must complete the required quality assurance tests on delivery of the unit and must supply documented proof of the results

TECHNICAL SPECIFICATIONS:

CLAUSE T1	GENERATOR:	COMPLIANT (yes/no)	COMMENTS
1.1	Compact converter generator with an output of at least 20 kW		
1.2	<p>The maximum mAs at various kVs must be stated</p> <p>These factors will be taken into consideration in the bid adjudication. The unit must have a mA output that will make radiography with reduced exposure times possible.</p> <p>State: Maximum mAs_____at 125 kV Maximum mAs_____at 110 kV Maximum mAs_____at 100 kV Maximum mAs_____at 90 kV Maximum mAs_____at 80 kV Maximum mAs_____at 70 kV Maximum mAs_____at 60 kV Maximum mAs_____at 50 kV Maximum mAs_____at 40 kV</p>		

SPECIFICATION: H.T.S. RAD -2 (RADIOLOGY)

REVISED: JUNE 2015

Page 2 of 10

1.3	The kV control must provide for steps of 1kV		
1.4	The bidder to state the kV range		
1.5	The cable connecting the hand switch must be at least two metres. State length		
1.6	The unit offered must incorporate automatic mains compensation		
CLAUSE T2	X-RAY TUBE AND CABLES:	COMPLIANT (yes/no)	COMMENTS
2.1	The size of the focus must be in the range of (0.8 – 1.2)		
2.2	A pair of high voltage cables and installation cables to suit installation must be provided		
2.3	Anode heat storage capacity must not be less than 40kHU		
CLAUSE T3	COLLIMATOR:	COMPLIANT (yes/no)	COMMENTS
3.1	A light beam diaphragm must be fitted		
3.2	The leaves must be independently adjustable in both lateral and longitudinal directions		
3.3	A rotating flange between the collimator and the tube must be supplied in order to permit diagonal collimation		
3.4	The unit is required for radiography of patients in hospital beds and a FFD of less than 100cms is frequently used. A field coverage of 43 x 43cms at a focal film distance of 80cms must be achieved. State field coverage at 80cms. _____		
CLAUSE T4	TUBE STAND/MOBILE BASE:	COMPLIANT (yes/no)	COMMENTS
4.1	The unit must have a base frame with the tube parked or clipped close to the base frame for transport		
4.2	The tube stand must provide for vertical movement of the focus of the X-Ray tube up to a height of at least 1,8 metres above the floor		
4.3	The bidder to state maximum height of unit when prepared for transport		
4.4	State minimum height of tube above floor level when prepared for transport		
4.5	Angulation of the tube head must be controlled by an adequate locking device		
4.6	The unit must be suitable for radiography on a theatre table and therefore the tube when positioned to		

SPECIFICATION: H.T.S. RAD -2 (RADIOLOGY)

REVISED: JUNE 2015

Page 3 of 10

	give a FFD of 100 cms must extend past the line of the base plate by an adequate distance		
4.7	If the floor to focus distance were 1800 mm (maximum) state what the maximum distance would be between the front end of the base plate of the unit and the central ray		
4.8	Bidders must supply details of the movements of the tube and tube arm/column and must state whether the tube arm can swing to the right and left (wig-wag)		
4.9	The base must be fitted with an adequate floor brake		
4.10	State the mass of the unit		
CLAUSE T5	UPGRADABILITY:	COMPLIANT (yes/no)	COMMENTS
5.1	<p>All future upgrades (hardware and software), where applicable, involving <u>patient safety</u> must be offered at no additional cost.</p> <p>All future upgrades removing software viruses from existing software, where applicable, must be supplied at no additional cost.</p> <p>Any software upgrade, where applicable, before or after installation of the equipment must be brought to the attention of the Manager, Health Technology Services.</p>		
CLAUSE T6	MANUALS:	COMPLIANT (yes/no)	COMMENTS
6.1	<p>The bidder must include in their offer at no extra cost to the final bid price:</p> <p>(a) Complete user Operation/Maintenance Manual x 2 (two) Book/File; CD; DVD copies in English Language</p> <p>(b) Complete ORIGINAL Service/Repair Manual x 2 (two) Book/File; CD; DVD copies in English Language which MUST include the following information:</p> <p>(i) Fault Finding Guide,</p> <p>(ii) Circuit Diagrams/Schematics,</p> <p>(iii) Circuit Descriptions,</p> <p>(iv) PCB Layouts,</p> <p>(v) Calibration Guide,</p> <p>(vi) Part Numbers and exploded diagram of</p>		

SPECIFICATION: H.T.S. RAD -2 (RADIOLOGY)

REVISED: JUNE 2015

Page 4 of 10

	<p>Mechanical Parts/Panels.</p> <p><i>The offer submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer.</i></p> <p>FAILURE TO SUBMIT THE ABOVE WILL RESULT IN THE BID NOT BEING CONSIDERED</p>		
CLAUSE T7	TRAINING IN THE CORRECT USE OF PRODUCTS:	COMPLIANT (yes/no)	COMMENTS
7.1	The successful bidder must offer continuous training to staff in effective utilisation of their products. Wastage as a result of not effectively utilising products must be immediately reported by the supplier to the Department of Health. When called for by the Department of Health Technology Services, the contractor must furnish the details sought after.		
7.2	The successful bidder must provide the Health Technology Service's in house Technicians, a demonstration of the product offered, full training in the calibration, maintenance, service and repair of the product down to PCB Level. N.B. The quality and level of the training must be equivalent to the manufacturer's original factory training and any costs incurred to provide this training will be for the bidders account. A Certificate of Competency must be issued on completion of the training. The Training must be provided by the successful bidder to the Health Technology Services within three months from date of initial supply and delivery of the equipment to the end user.		
7.3	The successful Bidder must at no extra cost provide additional ongoing training for end users and technical staff on the equipment offered		
CLAUSE T8	RADIATION CONTROL LICENCE:	COMPLIANT (yes/no)	COMMENTS
8.1	Bidders must state the Radiation Control Licence number of the make and model of the equipment offered. If this type of equipment/apparatus appears on the schedule of Hazardous		

	<p>Substances, issued by the Directorate: Radiation Control of the Department of Health, a licence in terms of the Act on Hazardous Substances (Act 15/1973) must be submitted with the bid document. The licence must be registered under the bidders name or the letter of Joint Venture must be submitted by the Licence holder where the licence is not in the name of the bidder.</p> <p>BIDDERS THAT NEGLECT TO SUBMIT A LICENCE WILL BE DISQUALIFIED.</p> <p>BIDDER TO STATE LICENCE NUMBER: _____</p>		
--	---	--	--

SCHEDULE OF OPTIONAL ACCESSORIES

Bidders must quote the price of the optional accessories and items listed as well as any other accessories that may be useful to the end users.

Cat No	Item	Price including VAT

SCHEDULE OF CONSUMABLES

Bidders must quote for consumables that are used with the system offered. Bidders must also indicate if these consumables need to be compatible with the system offered or whether generic consumables can be utilised with the system offered.

Cat No	Item	Price including VAT

DETAILED TECHNICAL SPECIFICATION

GENERAL INFORMATION REQUIRED

FAILURE TO COMPLETE THIS PART WILL DISQUALIFY THE BIDDER

Description

Make

Model

Country of Origin

Final Bid Price inclusive of VAT

Local (KwaZulu-Natal) Agent

Delivery Period

R S A Import Permit Holder

Bidder

Signature

_____ Date _____

Address

Telephone No. _____ Fax No. _____

Contact Person _____
(Please Print)

FULLY COMPREHENSIVE SERVICE AGREEMENT

- a) The bidder must state the number of services per annum that are required for the equipment offered as per the manufacturer's recommendations.
- b) The bidder must state the cost (inclusive of vat.) of each service per unit.
- c) The bidder must supply all inclusive, fully comprehensive five year preventative maintenance, service and repair contract covering all equipment, hardware and software. This contract would cover, but not be limited to the following: ALL PARTS (including, where appropriate, Consumables, X-Ray tubes, Ultrasound probes and other glassware), labour, traveling, mileage, spare parts, service kits, breakdowns, accommodation, and all call outs that is required for the servicing of each unit and maintenance. **(The bidder must attach on a separate annexure detailing the cost of each of the above.)**
- d) The bidder must attach proof of the number of services as per the manufacturer's recommendation.
- e) The bidder must submit a draft maintenance and service agreement with their bid.
- f) The bidder must complete the schedule below.

Number of Services Required Per Unit	Cost of each service per Unit	Quantity of units	Total Cost

Institution for which the equipment is intended _____

Bidder: _____ Signature: _____ Date: _____

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quote(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quote.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

- 2.1. Full Name of bidder/representative..... 2.4. Company Registration Number:
 2.2. Identity Number: 2.5. Tax Reference Number:
 2.3. Position occupied in the Company (director, trustee, shareholder?): 2.6. VAT Registration Number:

2.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below. [TICK APPLICABLE]

2.8. Are you or any person connected with the bidder presently employed by the state?

YES	NO
-----	----

2.8.1. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution: Any other particulars:

2.8.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES	NO
-----	----

2.8.2.1. If yes, did you attach proof of such authority to the quote document?

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.)

2.8.2.2. If no, furnish reasons for non-submission of such proof:

2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES	NO
-----	----

2.9.1. If so, furnish particulars:

2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quote?

YES	NO
-----	----

2.10.1. If so, furnish particulars:

2.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this quote?

YES	NO
-----	----

2.11.1. If so, furnish particulars:

2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES	NO
-----	----

2.12.1. If so, furnish particulars:

3. Full details of directors / trustees / members / shareholders.

NB: The Department Of Health will validate details of directors / trustees / members / shareholders on CSD. It is the suppliers' responsibility to ensure that their details are up-to-date and verified on CSD. If the Department cannot validate the information on CSD, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

4 DECLARATION

I, THE UNDERSIGNED (NAME)..... CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.

I ACCEPT THAT THE STATE MAY REJECT THE QUOTE OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Name of bidder Signature Position Date
-------------------------	--------------------	-------------------	---------------

¹"State" means –

- | | |
|---|---|
| a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); | c) provincial legislature; |
| b) any municipality or municipal entity; | d) national Assembly or the national Council of provinces; or |
| | e) Parliament. |

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

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 institution is under no obligation to accept the lowest or any quote.
- 3.2. The price quoted must include VAT (if VAT vendor). However, it must be noted that the department reserves the right to evaluate all quotations excluding VAT as some bidders may not be VAT vendors.
- 3.3. The bidder must ensure the correctness & validity of quote:
 - (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*
- 3.4. 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.
- 3.5. This quotation will be evaluated based on the 80/20 points system, specification & correctness of information. All required documentation must be completed in full and submitted.
- 3.6. Offers must comply strictly with the specification.
- 3.7. Only offers that meet or are greater than the specification will be considered.
- 3.8. Late quotes will not be considered.
- 3.9. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.10. A bidder not registered on the Central Suppliers Database or verification has failed will not be considered.
- 3.11. All delivery costs must be included in the quote price, for delivery at the prescribed destination.
- 3.12. 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.
- 3.13. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.14. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered. Furthermore a verification will be done to identify if bidders have multiple companies and are quoting (cover-quoting) for this bid. In such instances only the cheapest bid according to specification will be considered.

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. Quotation submitted must be complete in all respects.
- 4.5. Any alteration made by the bidder must be initialled.
- 4.6. Use of correcting fluid is prohibited
- 4.7. Quotation 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.

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 N/A 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.

9. SUBMISSION AND COMPLETION OF SBD 6.1

- 9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

10. TAX COMPLIANCE REQUIREMENTS

- 10.1. In the event that the tax compliance status has failed on CSD, **it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.**
- 10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, **the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.**

11. TAX INVOICE

- 11.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

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

12. PATENT RIGHTS

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

13. PENALTIES

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

14. TERMINATION FOR DEFAULT

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

15. FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all quotes invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all quotes:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this quote shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this quote is allocated as follows:

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = 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

(Tick applicable box)

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

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

- 7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

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

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

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS.....
.....
.....