


Quotation Advert

Opening Date: 2019-07-29 
Closing Date: 2019-08-05 
Closing Time: 11:00

INSTITUTION DETAILS


Institution Name: Head Office Quotations
Province: KwaZulu-Natal
Department or Entity: Department of Health
Division or section: Central Supply Chain Management
Place where goods / services is required Corporate Services
Date Submitted 2019-07-26 

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:
430/19/20-H
Item Category: Services
Item Description: Six months maintenance of Gardens and Grounds at Town hill Office Park

Quantity (if supplies) Various

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Site Visit
Date : 2019-08-02 
Time: 10H00
Venue: Town hill Office park

QUOTES CAN BE COLLECTED FROM: www.kznhealth.gov.za

QUOTES SHOULD BE DELIVERED TO: Old Boys Model, 310 Jabu Ndlovu street or email to hayden.cupido@kznhealth.gov.za or

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Noiwazi Mthembu
Email: noiwazi.mthembu1@kznhealth.gov.za
Contact Number: 033-8158407
Finance Manager Name:

Finance Manager Signature:



STANDARD QUOTE DOCUMENTATION SUPPLY CHAIN MANAGEMENT OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: DEPARTMENT OF HEALTH- CENTRAL SCM

DATE ADVERTISED: 29/07/2019 CLOSING DATE: 05/08/2019 CLOSING TIME: 11:00

E-MAIL ADDRESS: rachel.phiri@kznhealth.gov.za, hayden.cupido@kznhealth.gov.za

PHYSICAL ADDRESS: 310 Jabu Ndlovu Street, Old Boys School Model Building, Pietermaritzburg

ZNQ NUMBER: 430/19/20-H

DESCRIPTION: Maintenance of Gardens and Grounds at Townhill Office Park

CONTRACT PERIOD Six Months VALIDITY PERIOD 60 Days SARS PIN:

(if applicable)

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.

UNIQUE REGISTRATION REFERENCE

DEPOSITED IN THE QUOTE BOX ON OR BEFORE THE DATE AND TIME OF CLOSING SITUATED AT (STREET ADDRESS)

**310 JABU NDLOVU STREET,
 OLD BOYS SCHOOL MODEL BUILDING,
 PIETERMARITZBURG OR EMAIL
 TO rachel.phiri@kznhealth.gov.za, hayden.cupido@kznhealth.gov.za**

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.

ALL QUOTES MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

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 WILL RESULT IN YOUR QUOTE BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER..... 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 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

TOWNHILL OFFICE PARK

SPECIFICATION

SPECIFICATION FOR MAINTENANCE (LANDSCAPING) AND CLEANING OF GARDENS AND GROUNDS:

PERIOD SIX (6) MONTHS

NUMBER OF PERSONNEL REQUIRED

- Three (3) required daily for maintenance and cleaning of the gardens and grounds.

WORKING HOURS

Monday – Friday (excluding public holidays)

Start Time and Finish time: 7h00 – 16h00

Tea Time: 10h00 – 10h15

Lunch: 12h45 – 13h30

COMPULSORY SITE INSPECTION /BRIEFING SESSION

(Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process)

DATE:

TIME : 10H00

VENUE: KZN Health Head Office, Townhill Office Park, Hysslop Road, Townhill Hospital premises.

1. Scope of Work

Areas of responsibility are as follows:

- 1.1 Maintenance of all garden areas and landscaping within defined property area
- 1.2 Mowing of all grassed areas including nature strips at the property
- 1.3 Rubbish and debris to be removed from all areas within property
- 1.4 Sweeping/blowing of all pathways, ground gutters & driveways of all refuse following completion of cutting areas within property
- 1.5 Trimming and pruning of trees including trees/shrubs within the branch and those overhanging any pedestrian path or walkway according to Council regulations.
- 1.6 Removal dead trees/shrubs/ within property. Replacement of trees / shrubs will be at the cost of the Client, except replacements due to lack of maintenance and negligence on the part of the contractor.
- 1.7 All trees requiring watering to be watered by hose, the basins being filled once per week throughout the year.
- 1.8 Weeds are to be removed from all areas within the property and weed control to be maintained
- 1.9 Contractor to submit Job Safety Analyses sheets and Material Safety Data Sheets for all works.
- 1.10 All garden refuse to be removed from site on a weekly basis.

Weed Definition

Any plant that is unwanted, non-native, or classed as a noxious weed is to be removed and disposed.

2. Indigenous plants maintenance

2.1 Agapanthus

- These plants need to be checked regularly for infestations of caterpillar

Fighting Disease, Fighting Poverty, Giving Hope

- The plants must be sprayed with pesticide every two weeks in summer and once a month in winter.
- Care should be taken in areas of high density planting – spray hoods must be used to prevent damage to non-target species.

2.2 Aristida grasses

- Aristida grass needs to be cut back once a year around August.

2.3 Watering of indigenous plants

- Although the plants are indigenous, but watering is still required, thus it should be done on a weekly basis (depending on rainfall)

2.4 Weeding

- All planted areas shall be maintained in a weed free state. Weeding shall take place once a month or when the weed content exceeds 5% of the total garden area.
- Emergent weeds shall be spot treated with herbicide or removed manually.
- Weeds must not detract from the appearance of the garden area. Garden beds are to be free of weeds at the completion of each attendance.
- Large weeds should be removed by hand or with hand tools taking care not to damage non – target species.

2.5 Pest control

- The garden has a problem of ants, and therefore needs to be treated with pesticide on a regular basis.
- The Contractor is to monitor constantly throughout the garden and to treat accordingly as and when required.
- Natural and approved organic pesticides are to be used.
- The applications of pesticides are to be carried out fully in accordance with the manufacture's specifications and must be carried out by a competent qualified person.

3. Grassed area Maintenance

- 2.1 Prior to mowing all grassed areas are to be cleared of paper, rubbish, large stones, tree branches and other obstacles.
- 2.2 Grass & weeds are to cut to a height considered normal for grassed areas or as directed (approx. 50 – 70mm). Height of grass and weeds are not to exceed 150mm.
- 2.3 Lawn edges to buildings, paths, fences or other structures and garden beds are to be trimmed and to the level with the adjacent mowed area.
- 2.4 Edges shall be trimmed to reveal the edge of the path, curb and fence lines.
- 2.5 Grass around trees and shrubs in lawn area to be trimmed to the butt of the tree or shrub.
- 2.6 At these locations (with approval) spraying of herbicides may be used to control the grass, particular care to be taken not to ring bark and tree or bush.
- 2.7 Pathways and gutters are to be swept/blown clean after the completion of mowing.
- 2.8 All grassed areas to be mowed in accordance with relevant Job Safety Analysis where required.
- 2.9 Any recommendations for improvements to property lawn/grassed areas are to be discussed with relevant site manager.

3. Garden Bed Maintenance (Gardening and Weeding)

- 3.1 Garden beds are to be kept in a well presented, neat fashion
- 3.2 Weeds and suckers are to be removed from all garden beds, ground gutters, car parks and other areas within property area.
- 3.3 All shrubs/bushes/plants are to be pruned and shaped where required.

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- KINDLY RETURN ALL DOCUMENTATION WHEN REPLYING

- 3.4 All rubbish within garden beds is to be removed and taken off site
- 3.5 Borders to be trimmed and kept neat
- 3.6 Soil must not be mounded around shrubs (which constitutes upward growth of fine roots)

4. Tree Work (Other than that in the regular garden maintenance)

- 4.1 Tree branches are to be trimmed to provide a vertical clearance from the drive way and car parking surfaces of 4 meters (unless otherwise specified for special requirements)
- 4.2 Trees and shrubs are to be pruned to a height of 4 meters to avoid interference to pedestrians, cars, cyclists and vehicles
- 4.3 Corridor clearance at entry/exit to site / property to be maintained for the safety of pedestrians / vehicle traffic.
- 4.4 Shrubs and dead foliage are to be cut out and removed as requested by the institution
- 4.5 All mature & juvenile trees are to be pruned in accordance with relevant Job Safety Analysis' (As per your JSA's regarding safe use of chainsaws, chippers, etc.) and environmental standards.
- 4.6 Invasive trees i.e. Syringa trees to be ring barked, poisoned and removed .
- 4.7 Mature trees from stem size 75mm in diameter and larger do not require water basins. All basins are to be kept weed free.

5. Car park / Pathway Maintenance

- 5.1 All rubbish is to be removed and taken off site
- 5.2 Leaves and rubbish that have accumulated against buildings, walls, pathways, drains shall be picked up and removed.
- 5.4 Poison application will adhere to all Department of Primary Industry standards
- 5.5 Ivy control in problem areas (fences etc.) is to be dealt with accordingly.
- 5.6 At completion of works, all areas are to be cleaned of garden refuse to ensure areas are free of leaf litter, grass, dirt, etc.
- 5.7 When necessary, areas are to be serviced and cleaned as agreed upon by Institution.

6. Mulching

- 6.1 The Contractor is to maintain all mulched areas within the property, using general bush mulch.
- 6.2 Mulch is to be kept to a level of 50mm – 75mm – with regular turning to keep mulch aerated (every 2nd visit).

7. Site Clean-up

- 7.1 During the course of the works the Contractor shall keep the site in a clean and safe condition.
- 7.2 The contractor is directly responsible to ensure the work site/area is kept neat at all times and must be totally cleaned up on completion of the works by the contractor.
- 7.3 The contractor will be recalled to carry out a clean-up at the contractors' cost and time if found otherwise.

8. Site Improvements and Periodical Replanting Works

- 8.1 The Contractor will provide from time to time recommendations on improving the site's garden beds, lawn/grass areas and what else will improve the property appearance.

9. SAFETY OH&S Requirements

9.1 Personnel to wear appropriate personal protective equipment (PPE) as each job requires –e.g. gloves, safety boots, earmuffs, safety clothing.

10. MACHINERY AND MANNING REQUIREMENTS

The company must itemise the machinery/other equipment that their company will utilise at the Institution to successfully execute the contract.

MACHINERY/EQUIPMENT	QUANTITY

11. UNIFORM AND PROTECTIVE CLOTHING

Staff uniform must be supplied on by the contractor. Service provider must ensure each staff is provided with the following:

- a) Full Uniform
- b) Name tag with full description of staff identity
- c) Safety boots
- d) Heavy duty gloves/ shoulder elbow length gloves
- e) Goggles
- f) Disposable aprons

*Note: a) Bidders must note that cleaning equipment and machinery must be supplied by the service provider.
 (b) Quantities will be determined by the size of the institution and that all Equipment must be SABS/CE approved.*

Staff must be trained before the commencement date of the contract on the use of chemicals and cleaning procedures.

Monthly updates/reports/meeting regarding cleaning of the premises must be handed over to the Manager of the Institution or Artisan Superintendent.

Any poison used must not be harmful to the soil, bird live and insect life and not to kill off the existing grasses.

NB: CONTRACTOR MUST ATTACH A VALID BARGAINING COUNCIL FOR CONTRACT CLEANING SERVICE INDUSTRY KWAZULU-NATAL CERTIFICATE OF REGISTRATION: AGE NOT MORE THAN 2 YEARS

• KINDLY RETURN ALL DOCUMENTATION WHEN REPLYING

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.....
- 2.2. Identity Number:
- 2.3. Position occupied in the Company (director, trustee, shareholder²):
- 2.4. Company Registration Number:
- 2.5. Tax Reference Number:
- 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
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"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. |

"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 Will take place
- (ii) Date: 02/08/2019 Time: 10H00 Place: Townhill Office Park

Institution Stamp:	Institution Site Inspection / briefing session Official Full Name: Signature: Date:
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8. STATEMENT OF SUPPLIES AND SERVICES

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

9. SUBMISSION AND COMPLETION OF SBD 6.1

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

10. TAX COMPLIANCE REQUIREMENTS

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

11. TAX INVOICE

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

- (i) the name, address and registration number of the supplier;
- (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. COMPULSORY ADMINISTRATIVE REQUIREMENTS

- 15.1 Service Providers must be fully registered with National Treasury Central Supplies Database (CSD).
- 15.2 The declaration of interest (SBD 4) forms must be fully completed and attached with quotation document.
- 15.3 The prospective bidder/s to fill all particulars given in the official price page.
- 15.4 The prospective bidder/s is required to fill Sworn Affidavit Forms as promulgated by DTI or alternatively submit original BBBEE certificate accredited by SANAS or certified copy.
- 15.5 Valid Tax Clearance Certificate and pin code for verification with South African Revenue Services (SARS).

N.B: 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:

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

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

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING
applicable box)

(Tick

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

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

7.1.1 If yes, indicate:

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

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 last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		

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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>
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