

Quotation Advert

Opening Date: 2020 / 06 / 05
Closing Date: 2019 / 06 / 15
Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: RK Khan Hospital
Province: KwaZulu-Natal
Department or Entity: Department of Health
Division or Section: Supply Chain Management
Place where goods / Services is required R.K KHAN HOSPITAL
Date Submitted 2020 / 06 / 04

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: 153 / 20-21
Item Category: Services
Item Description: CLEANING
SERVICES,POTERING &
MESSENGER
45 PERSSONELL
**Suppliers to come with
their own Mask & Hand
Sanitiser.**

Quantity (if supplies) AS PER SPEC.

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Briefing Session
Date : 2020 / 06 / 10
Time: 11:00
Venue: R.K Khan Hospital – NURSES DINING HALL

QUOTES CAN BE COLLECTED FROM:

Kindly take note the Quotation documents with the Specification is uploaded on the website. PRINT YOUR OWN QUOTATION DOCUMENTS. Only PAGE FIVE (5) of the quotation document that will be given at the site meeting, attach this page with the rest and submit. THE FULL QUOTATION DOCUMENTS WILL NOT BE GIVEN AT THE SITE MEETING. Only Suppliers attending the Site meeting that will QUALIFY.

FORMS CAN BE PRINTED ON-LINE OR PICKED UP FROM THE PRINTING ROOM, R.K. KHAN HOSPITAL

QUOTES SHOULD BE DELIVERED TO:

COMPLETED QUOTATIONS CAN BE DROPPED OFF IN THE TENDER BOX, R.K. KHAN HOSPITAL OR FAXED TO 0314037333.

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name:

Mrs M Khumalo

Email:

maud.khumalo@kznhealth.gov.za

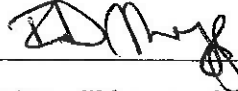
Contact Number:

031 459 6300

Finance Manager Name:

Mr ID Myeza

Finance Manager Signature:



No late quotes will be considered

15/3/20 21

STANDARD QUOTE DOCUMENTATION SUPPLY CHAIN MANAGEMENT OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: R.K KHAN HOSPITAL

DATE ADVERTISED: 05 JUNE 2020 CLOSING DATE: 15 JUNE 2020 CLOSING TIME: 11:00

FACSIMILE NUMBER: 031 403 7333 E-MAIL ADDRESS: maud.khumalo@kznhealth.gov.za

PHYSICAL ADDRESS: 336 R.K KHAN CIRCLE, WESTCLIFF, CHATSWORTH - 4092

ZNQ NUMBER: 153 / 20-21

DESCRIPTION: PROVISION OF CLEANING SERVICES, PORTERING & MESSENGER

CONTRACT PERIOD: 06 MONTHS (if applicable) VALIDITY PERIOD 60 Days SARS PIN.....

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. [Grid]

UNIQUE REGISTRATION REFERENCE [Grid]

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS) [Grid]

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 CODE.....NUMBER.....

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]

OFFICIAL PRICE PAGE FOR QUOTATIONS

ZNQ NUMBER:

DESCRIPTION: **PROVISION OF CLEANING SERVICES, PORTERING & MESSENGER**

SIGNATURE OF BIDDER DATE.....

[By signing this document I hereby agree to all terms and conditions]

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

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
1	45	PROVISION OF CLEANING SERVICES, STAFF ,PORTERING & MESSENGER (PERIOD OF 6 MONTHS)				
		AS PER ATTACHED SPEC.				
		N.B DECLARATION FORMS,CSD NO.,UNIQUE REG., TO BE SUBMITTED,FAILER TO ADHERE WILL BE LEAD TO DISQUALIFICATION.				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

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. E.G. 1day, 1week

<p>Enquiries regarding the quote may be directed to:</p> <p>Contact Person: MNP.MTHETHWA Tel: 03.14596391</p> <p>E-Mail Address: mnaobi.mthethwa@kznhealth.qa</p>	<p>Enquiries regarding technical information may be directed to:</p> <p>Contact Person: N DUMAKUDE Tel: 03.14596018</p>
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health

Department:
Health
PROVINCE OF KWAZULU-NATAL

R K KHAN HOSPITAL

SPECIFICATION FOR CLEANING SERVICE, PORTERING AND MESSENGER AT R.K. KHAN HOSPITAL FOR A PERIOD OF 6 MONTHS.

CLEANING:

NO	SERVICE	TIME	PERIOD	NO OF STAFF REQUIRED
1	DAY SHIFT – MONDAY TO SUNDAY	06H00 TO 18H00	6 MONTHS	20 (TWENTY)
2	NIGHT SHIFT – MONDAY TO SUNDAY	18H00 TO 06H00	6 MONTHS	10 (TEN)

PORTERING AND MESSENGER:

NO	SERVICE	TIME	PERIOD	NO OF STAFF REQUIRED
1	DAY SHIFT – MONDAY TO SUNDAY	06H00 TO 18H00	6 MONTHS	10 (TEN)
2	NIGHT SHIFT – MONDAY TO SUNDAY	18H00 TO 06H00	6 MONTHS	5 (FIVE)

TOTAL NUMBER OF STAFF REQUIRED: 45 (FORTY FIVE)

GENERAL CONDITIONS

- Staff will be stationed at R.K. Khan Hospital premises (May be requested to work in satellites not in site premises)
- Cleaning services shall be provided seven days per week inclusive of weekends and public (as per calendar)
- Total number of personnel required is 45 staff inclusive of team leaders. It is compulsory for the service provider to ensure that the total number of staff is on duty during the stipulated working hours. Non availability of staff will be considered a breach of contract.
- Contractor to ensure that the supervisor(s)/team leaders are available at all times
- Relievers must be provided to ensure continuous cover at all stipulated periods
- The Deputy Director – Systems or Assistant Director shall determine the cleaning needs, pottering and messenger needs and will provide the supervisor(s)/ team leaders onsite with a list for such placements and duties.
- The supervisor(s)/team leaders shall also provide the contract manager with a signed copy of allocation/attendance register on a daily basis.

Duties to include cleaning of department offices, examination rooms and toilets, equipment and any other cleaning within the department's area, porter services and messenger duties

AREAS TO BE CLEANED

- All floors to be swept daily, cleaning, mopping, shining of floors, wiping of walls, basins, taps, windows and surfaces.
- Cleaning of sluice rooms, stock rooms, linen rooms, ward kitchens, damp dusting, shining of furniture and counter tops, cleaning of fridges, cupboards, cleaning and washing of dressing trolleys and high damp dusting.
- Sweeping, mopping and shining of corridors, stairways and passageways on a daily basis.
- 2-4 hourly cleaning of shared surfaces as per Covid-19 IPC guidelines

KEY RESPONSIBILITIES FOR THE CLEANER

- Daily cleaning, mopping, shining of floors, wiping of walls, basins, taps, windows and other surfaces.
- Clean the sluice rooms, stock rooms, linen rooms, ward kitchens, damp dusting, shining of furniture and counter tops, cleaning of fridges, cupboards, cleaning and washing of dressing trolleys and high damp dusting.
- Sweep, mop and shine corridors, stairways and passageways on a daily basis.
- Do 2-4 hourly cleaning of shared surfaces as per Covid-19 IPC guidelines
- Clean all areas as per demand of the particular unit/department

KEY RESPONSIBILITIES FOR THE PORTERS/MESSENGER

- Pushing of wheelchairs and stretchers to transport patients, to and from different departments in hospital
- Assisting/receiving of patients on arrivals at Ambulance bay using wheelchairs or stretchers
- Assist with the movement of ambulance stretchers.
- As and when required render assistance to patients by carrying their luggage.
- Transfer corpse onto stretcher/mortuary trolley from clinical departments to mortuary.
- Transmit specimens, obtain results to and from ward to laboratory.
- Escort mobile patients to ward department
- Clean and report faulty wheelchairs and stretchers to the supervisor
- Return wheelchairs and stretchers to respective wards and department after transporting patients and at the end of each shift
- Porters/messenger are responsible for patient's for returning patient's medical records (OPD charts, X-Rays etc.) to relevant department

- At all times to be courteous and polite to staff, patients, visitors etc.
- To assist lift/move hospital equipment from various locations within the institution
- Porters/messenger to collect reports daily at stipulated times by management
- Assist medical and nursing staff in case of emergencies by running adhoc errands.

ADDITIONAL REQUIREMENTS

- The service provider to provide all staff with uniforms. Safety shoes, and ID badges
- The service provider to supply all cleaning material and working equipment at all times
- Cleaners and porters must be properly dressed and display ID cards at all times. Name of the company must be printed on the uniform.
- They must uphold patient confidentiality at all times
- The porters/messengers will be based at Casualty department and shall provide services to all wards, departments in the hospital
- The contractor must arrange at own cost, relievers to cover breaks, off time, absenteeism and leave
- No contract staff is permitted to participate in any strike action within the institution
- The supervisor/team leader shall liaise during normal working hours with the manager and over weekends, night and public holidays to matron or sister in charge/supervisor of the ward/department on any issues concerning services or execution of duties.
- The service provider must be a member of the bargaining council. Company must be registered with the department of labour
- A valid certificate of compliance must be submitted with your quotation. Failure to do may result in the cancellation of the bid.

COMPANY NAME: _____

CONTACT PERSONS: _____

TELEPHONE NO: _____

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.

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:

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

- 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

(Tick applicable box)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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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	<input type="checkbox"/>	NO	<input type="checkbox"/>
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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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
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<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>
