

Quotation Advert

Opening Date: 2020 / 05 / 29
Closing Date: 2019 / 06 / 09
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 / 05 / 28

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: 141 / 20-21
Item Category: Services
Item Description: CLEANING SERVICES
40 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 / 03
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.

R.K KHAN HOSPITAL

QUOTES SHOULD BE DELIVERED TO:

R.K KHAN HOSP - SECURITY OFFICE

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name:

Mrs M Khumalo

Email:

maud.khumalo@kznhealth.gov.za

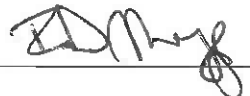
Contact Number:

031 459 6300

Finance Manager Name:

Mr ID Myeza

Finance Manager Signature:



No late quotes will be considered

141/20-21

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: 29 MAY 2020 CLOSING DATE: 09 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: 141 / 20-21

DESCRIPTION: PROVISION OF CLEANING SERVICES

CONTRACT PERIOD: 02 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)

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

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	40	PROVISION OF CLEANING SERVICES (PERIOD OF 2 MONTHS)				
	STAFF					
		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? Is The Price Firm?		Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification? State Delivery Period E.G. E.G. 1day, 1week	
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<p>Enquiries regarding the quote may be directed to: Contact Person: MNP MTHETHWA Tel: 0314596391 E-Mail Address: mngobi.mthethwa@kznhealth.co.za</p>	<p>Enquiries regarding technical information may be directed to: Contact Person: N DUMAKUDE Tel: 0314596018</p>
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SPECIFICATION FOR CLEANING SERVICES AT R.K. KHAN HOSPITAL FOR A PERIOD TWO MONTHS.

NO	SERVICE	TIME	PERIOD	NO OF STAFF REQUIRED
1	DAY SHIFT – Monday to Sunday	06H00 TO 18H00	2 MONTHS	40 (FORTY)

TOTAL NUMBER OF STAFF REQUIRED – 40 (FORTY)

GENERAL CONDITIONS

- Staff will be stationed at R. K. Khan Hospital premises (subject to changes by management)
- Cleaning services shall be provided seven days per week inclusive of weekends and public holidays (as per calendar)
- Lunch / tea breaks to be negotiated with management. Hours of attendance may be subject to changes.
- Total number of personnel required is 40 staff inclusive of a team leader. It is compulsory for the service provider to ensure that the total number of staff is on duty during the stipulated working hours. Non availability of staff will be considered a breach of contract.
- Contractor to ensure that the supervisor / team leader is available at all times
- The Deputy Director – Systems or Assistant director shall determine the cleaning needs and will provide the supervisor / team leader onsite with a list for such placements and duties.
- The supervisor / team leader shall also provide the contract manager with a signed copy of allocation / attendance register.

2.1 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 and windows.
- Cleaning of sluice room, 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 cleaning.
- Sweeping, mopping and shining of corridors, stairways and passageways on a daily basis.

2.1 Transport specimen, obtain results to and from the department to laboratory and collection of pharmacy order from the main dispensary.

2.2 Remove soiled linen from wards/clinics and exchange for clean linen from linen room, as and when required.

2.3 Sign the attendance register on a daily basis, when commencing duty and going off duty.

2.4 Notify the ward/dept. supervisor/manager when leaving your point of duty.

2.5 At all times be courteous and polite to staff, patients, visitors, doctors, etc.

2.6 To lift / move hospital equipment from various locations within the institution should the need arise.

2.7 No staff to participate in any strike action within the institution.

2.8 Assist medical and nursing staff in case of emergencies.

2.9 Report all faults to OM / IC / IPC CHAMPION and respect hospital property at all times.

ADDITION REQUIREMENTS

- The service provider to provide all the staff with uniforms .safety shoes, and ID badges
- All cleaning material and equipment will be provided by the institution
- The staff must be appropriately dressed at all times and ensure that they display their ID card at all times
- The staff must at all times be courteous and polite to staff, patients and visitors.
- They must ensure that patient confidentiality is maintained at all times
- The supervisor / team leader of the cleaners shall liaise during normal working hours with the system's manager / deputy system's manager and over weekends and public holidays to the sister in charge / supervisor of the ward/ department on any issues concerning service delivery / duties.

- At all times the required number of staff must be on duty. A total of 40.
- The contractor must arrange at own cost relievers for biological breaks, lunch and tea breaks and absenteeism.
- As the cleaning industry is regulated, the bidder must be a member of the Bargaining Council for the contract cleaning industry (KZN). Company must be registered with the Department of Labour / in case of contractors with no employees, a letter from Department of Labour will be required as confirmation.

COMPANY NAME - _____

CONTACT PERSONS - _____

TELEPHONE NO - _____



NB – COMPLETED DOCUMENT TO BE FORWARDED WITH YOUR QUOTATION

SCOPE OF CONTRACT

1. The scope of the contract is as per the specification and other documents making up the tender.

2. **COMMENTS:** _____

MACHINERY AND MANNING REQUIREMENTS

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

MACHINERY/EQUIPMENT	QUANTITY
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
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The institution has determined that _____ workers are needed by the company to successfully execute the contract.

SPECIAL TERMS AND CONDITIONS

1. ACCEPTANCE OF TENDER

1.1 The Department of Health RK Khan Hospital Quotation Award Committee/CSCM are under no obligation to accept the lowest or any tender.

2. ADVERTISING OF TENDERS

2.1 All tenders are advertised in the Department of Health Provincial Website.

3. AMENDMENT OF CONTRACT

3.1 Any amendment to or renunciation of the provisions of this contract shall at all times be done in writing and shall be signed by both parties subject to Department of Health RK Khan Hospital Quotation Award Committee/CSCM approval.

4. APPEALS PROCEDURE

4.1 Appeals must be lodged with the Institution in terms of the appeals procedure applicable in the Province of KwaZulu-Natal. (KwaZulu-Natal Procurement Act 2001 Act 3/2001.)

5. AVAILABILITY OF SABS/SANS/CKS SPECIFICATIONS

5.1 SABS/CKS or SANS specifications are available from, the SABS/SANS P.O. Box 30087, Mayville, Durban 4058, Telephone 031-2032900, Fax 031-2032907. Any cost associated in obtaining the specification/s are for the tenderer's account.

6. CHANGE OF ADDRESS

6.1 Tenderers must advise the Department of Health RK Khan Hospital: SCM should their address (*domicilium citandi et executandi*) details change from time of tender to the expiry of the contract.

7. CHECKING OF SERVICE

7.1 Checking of service shall be done by the nominated supervisory staff at the Institution, as well as by the Contractor himself/herself on a daily basis.

7.2 The responsible personnel (System Manager), Department of Health KwaZulu-Natal, shall be entitled at any time to check the service rendered by the Contractor, in order to ensure that the service rendered is in accordance with the purported execution of this contract.

7.3 The Chief Executive Officer or his/her Representative may require from the Contractor, at any time, that any of his/her employees be replaced, in which case the Contractor shall remove the worker summarily from the Institution and the Department will not be held responsible for any damage or claims which might arise because of this and the Contractor indemnifies the above party against any such claims and legal expenses.

8. CIRCUMSTANCES AFFECTING THE CHANGE OF PREFERENCE POINTS INITIALLY ALLOCATED

8.1 Preferences allocated by the Department of Health RK Khan Hospital shall be in accordance to the CSD report. The preferences applicable on the closing date will be utilized. Any changes after closing date will not be considered for that particular tender.

9. DEFINITION OF TERMS

The following definitions of terms will apply in respect of this contract.

9.1 ADMINISTRATION

Chief Executive Officer / Director : Department of Health KwaZulu-Natal.

9.2 SERVICE

The cleaning service to be rendered in terms of this contract.

9.3 CONTACT PERSON

At the Institution whether the Contractor is to render a service, the Chief Executive Officer or his/her Representative will appoint a person who will act as intermediary between the Contractor's staff at the Institution and the Institution Management.

9.4 CONTRACTOR

The person or persons, partnership, closed corporation, firm or company, whose tender for this service was accepted.

9.5 AGREEMENT

This comprises the agreement signed by the parties, the conditions of tender, the tender and the accepted document, the agreement conditions, and the specification.

9.6 AGREEMENT PERIOD

The period during which the service is to be rendered and originally determined in the agreement, or as amended, extended or renewed.

9.7 PARTIES

The Chief Executive Officer or his/her Representative of Health KwaZulu-Natal and the Contractor.

9.8 CLEANING STAFF

Staff in the employ of the Contractor and who shall execute the physical cleaning services at the Institution.

9.9 CENTRE/INSTITUTION

The grounds on which and/or the buildings (s) in which the service shall be rendered.

9.10 CENTRE MANAGEMENT (CM)

The person/s in charge of the specific Centre and who is an official/s acting on behalf of the Chief Executive Officer or his/her Representative: Department of Health Kwa-Zulu-Natal.

10. DETAILS OF CURRENT CONTRACTS HELD BY THE TENDERER

10.1 If any, the tenderer must furnish the following details of all current contracts they have:

- (i) Date of commencement of contract/s;
- (ii) Expiry date/s;
- (iii) Value per contract; and
- (iv) Contract details. That is, with whom held, phone number and address/s of the company.

11. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

11.1 It is the duty and responsibility of the Contractor to ensure that his/her staff:

- 11.1.1 Presents a presentable image/appearance.
- 11.1.2 At all times present a dedicated approach to their duties.
- 11.1.3 Shall not argue with the visitors/staff/patients or be discourteous to them.
- 11.1.4 Do not read office documents or rummage through office/kitchen waste.
- 11.1.5 On award of the contract the Contractor shall sign an undertaking in which he/she declares that his/her staff will refrain from any action which might be to the detriment of the institution where the service is rendered and such undertaking must be handed to the Centre on commencement of the contract.
- 11.1.6 No information concerning the institution's activities may be furnished to the public or news media by the Contractor or his/her employees without the express written permission of the Chief Executive Officer or his/her Representative: Department of Health.

11.2 STAFF EQUIPMENT

The successful Contractor shall ensure that each member of his/her staff at the Centre shall at all times, when on duty; be fully equipped with:

- 11.2.1 A neat and clearly identifiable uniform from the Contractor, which uniform will include a raincoat for rainy and cold conditions.
- 11.2.2 A clear identification card from the Contractor, with the staff's photo and identification details on it, worn conspicuously on his/her person at all times whilst on the premises of the Centre.
- 11.2.3 The required safety equipment whilst working with machinery.

12. GENERAL

12.1 The Contractor shall render a cleaning service of such an acceptable norm/standard that it will be to the benefit of both parties. All possible steps must be taken by the Contractor to ensure that the correct, intended execution of this contract will take place. These steps shall include the following:

(i) The protection of Department of Health KwaZulu-Natal property at the Institution when machinery/tools are used; and

(ii) The protection of Department of Health KwaZulu-Natal staff and patients against injuries, death or other occurrences when machinery/tools are used.

12.2 Toilet paper holders, toilet paper, paper towel holders and paper, hand towels and liquid soap will be supplied and installed by the Institution.

12.3 The Institution will provide the Contractor with cleaning materials, disinfectants and disposables. Any cleaning agent used must not damage any surface when applied, must be used in accordance with the instructions provided and safety of personnel to be ensured, patients and the public when touched or breathed in.

12.4 Males from the Contractor's staff must be accompanied by a female member of the Contractor's staff when entering female ablution facilities.

12.5 Should there be any change during the course of this contract in the wage scales of employees of the Contractor as a result of a statutory wage determination, the Contractor shall be entitled to amend the compensation subject to the satisfaction and approval of the Chief Executive Officer or his/her Representative: Department of Health.

**SUCH APPLICATION MUST BE MADE TO THE
CHIEF EXECUTIVE OFFICER: DEPARTMENT OF HEALTH, PRIVATE
BAG X004, CHATSWORTH, 4030**

12.6 The Contractor must arrange for adequate supervision of his/her employees by appointing a daily permanent supervisor so as to ensure that all services are rendered efficiently and to the entire satisfaction of the Institution. The Contractor must appoint and name a senior representative from the company, with whom negotiations can be concluded, discussions held and instructions given. Arrangements made with such a representative/s shall be binding on the Contractor. The Institution shall represent Chief Executive Officer or his/her Representative: Department of Health, KwaZulu-Natal. Once a month the senior representative from the company shall have formal discussions with the Systems Manager. Minutes of the meeting shall be kept by the Systems Manager for record purposes (building a case history on the contract).

12.7 The Contractor must ensure that on a daily basis in designated areas, all doors and windows are closed/locked, all lights switched off and that all taps, except those operating urinals are turned off. Besides rendering a service of such an acceptable standard that will benefit both parties, it is also the responsibility of the Contractor and his/her staff to assist the Centre in its efforts to conserve energy.

12.8 Besides the Contractor appointing a supervisor, who must be introduced to Systems Manager on commencement of this contract and who must be permanently appointed at the Institution, a supervisor in a senior position from the Contractor shall visit the site on a weekly basis and report to Centre Management to resolve impending problems. Tenderers must complete the undermentioned.

Name Senior Representative (monthly meetings) : _____

Name Senior Supervisor (weekly visits) : _____

Name supervisor (permanently appointed at Centre) : _____

12.9 LIABILITY OF THE CONTRACTOR

12.9.1 The Contractor will be held liable for any damage or loss suffered by the Department of Health: KwaZulu-Natal, as a result of the Contractor's own or his/her employee's negligence or intent at the Institution.

12.10 INDEMNITY

12.10.1 The Contractor hereby indemnifies the Chief Executive Officer or his/her Representative: Department of Health KwaZulu-Natal against any liability or compensation and legal expenses in respect of the following cases.

(i) Loss of life or injuries which might be sustained by the Contractor's staff during the execution of their duties at the Institution.

(ii) Damage to or destruction of any equipment or property of the Contractor, during the execution of duties as described in this contract.

(iii) Any claims and legal costs which might ensue from the failure by or acts committed by the cleaning staff of the Contractor against third persons.

(iv) The Chief Executive Officer or his/her Representative of Health KwaZulu-Natal undertakes to notify the Contractor in writing of the particulars of each claim that the Contractor is liable for.

12.11 DEPARTMENT OF HEALTH KWAZULU-NATAL EQUIPMENT AND PROPERTY

12.11.1 The Contractor may not, use any of the above parties' equipment, aids and/or property, for purposes of compliance with this contract which equipment, aids and/or property includes inter alia; vehicles, stationery, rooms/halls, furniture unless so authorised in writing to do so by the Centre.

12.12 ENTRY TO THE INSTITUTION BY CLEANING STAFF

12.12.1 The Institution undertakes to provide entry to the Institution and to provide the Contractor with all keys that the Contractor might require to obtain entry to those parts of the Institution where service is to be rendered according to the contract. The Contractor shall be responsible for the safekeeping of all keys handed to him/her and he/she must acknowledge receipt thereof in writing and such keys must be returned to the Institution Management on termination of the contract. In the event of any keys being lost by an employee of the contractor, the locks for which keys were used must be replaced and new keys provided by the contractor at his/her own cost. Fitting of new locks will be done by the Institution.

12.13 TRADING

12.13.1 No staff of the Contractor may carry on any trading at the Institution.

13. INFECTION CONTROL

13.1 The successful tenderer must abide by the Centre's Infection Control procedures and policies.

14. INFORMATION REQUIRED FROM TENDERER

14.1 Tenderers must provide the following particulars about themselves as part of the tender:

14.2 Where they have their Headquarters.

14.3 Where they have their Regional Offices.

15. LETTER OF ACCEPTANCE

15.1 Acceptance of the tender (Service Level Agreement) shall be in writing by a duly authorized official of the Department of Health only.

16. MEMBER: BARGAINING COUNCIL AND CERTIFICATE OF COMPLIANCE

16.1 As the cleaning industry is regulated, a tenderer must be a member of the Bargaining Council/Labour (COIDA) for the Contract Cleaning Industry (KwaZulu-Natal). The valid Certificate of Compliance/Letter must be submitted to the Institution with the quotation. Failure to do so may result in the cancellation of the contract.

17. MINIMUM WAGES

17.1 It is expected that the contractor shall pay his/her employees at least a minimum monthly basic wage, as prescribed for Area concerned of the Order for the Cleaning Industry. The latest Government Gazette must be noted as wages for the Cleaning Industry. Tenderers who tender below minimum wages will not be considered.

18. MISCELLANEOUS

18.1 The Contractor shall only employ thoroughly efficient and staff of good character on the Centre premises. The Contractor's staff shall not sell or buy any items to/from any centre patient or staff member.

18.2 If in the opinion of the Chief Executive Officer or his/her Representative any person employed by the Contractor misconducts himself/herself, or is likely to cause or has caused quarrelling, or delays, the Contractor, when so directed in writing by the Chief Executive Officer or his/her Representative, shall at once remove that person/s from the Institution's premises and shall not allow him/her to return without the written permission of the Chief Executive Officer or his/her Representative.

18.3 The Chief Executive Officer or his/her Representative: Department of Health, KwaZulu-Natal, or his representative may at any time inspect the Contractor's work and/or performance. Should he or the representative consider the standard contrary to the contract or specification he/the representative will notify the Contractor accordingly in writing and the Contractor shall rectify the defect, to the standard required by the contract specification within seven (7) days at his/her own cost. In the event of the Contractor disregarding the Chief Executive Officer or his/her Representative's instructions for a period of seven (7) days, Chief Executive Officer or his/her Representative is at liberty forthwith to employ other workmen to perform the work or cause the work to be performed and to charge any expense thereby incurred to the Contractor and to deduct it from any sum due or to become due to the Contractor.

18.4 As compensation for the services to be rendered by the Contractor, the institution shall pay to the Contractor the amounts referred to in the tender document.

18.4.1 Payment to the Contractor shall be made within 30 days from receipt of a correct invoice to the Institution's Contact Person who shall certify that the invoice is correct and that the service was rendered according to the agreement and the institution shall pass such account for payment. Any query regarding late payments must be directed and addressed with the Institution.

18.5 The Contractor shall comply with the relevant requirements of the Occupational Health and Safety Act as amended and all appliances shall conform with SABS/SANS SV 100. Safety harnesses shall comply with SABS/SANS 809. The equipment used by the Contractor must be kept in a safe condition, and the use of such shall not prejudice the health and safety of the staff, patients and the general public.

18.6 The reasonable comfort of and avoidance and disturbance to the staff and patients of the Institution must be taken into consideration at all times.

18.7 The Institution will be responsible for providing all equipment, materials, consumables etc.

18.8 The Institution will provide electrical power (220 volt, 15 amp) if required, and water to the Contractor, free of charge, by means of existing plugs and taps. Extension cords and hoses must be provided by the Institution. Every electrical appliance shall be operated through a plug-in earth leakage protection device. The Contractor is advised that fire hoses may only be used for their *bona fide* firefighting purposes.

18.9 The Institution will provide existing toilet facilities free of charge, to the staff of the Contractor, but will not be responsible for providing living accommodation for his/her staff. No staff may be housed on the premises.

18.10 Access to the Institution premises is subject to the Control of Access to the Public Premises and Vehicle Act, 1985 (No. 53 of 1985) as amended from time to time, and the Contractor is expected to make himself/herself familiar with the contents of the said Act.

18.11 Whilst on the premises, the Contractor's staff is to be limited to the areas where they are required to perform their duties and will under no circumstances be permitted to enter areas outside the contract area.

18.12 The Contractor will under no circumstances be permitted to employ child labour to perform any duties in respect of the contract.

18.13 The Department of Health, KwaZulu-Natal may terminate the contract in the event of the Contractor breaching any of the conditions of the contract or rendering continuous unsatisfactory service. In such event Chief Executive Officer shall have the right to recover from the Contractor any losses which the Department may have suffered as a result of the failure, without prejudicing any other rights the Department may have.

18.14 The Chief Executive Officer or his/her Representative: Department of Health KwaZulu-Natal reserves the right to withdraw from the service any part/s of the Institution or the Institution as a whole, with one month's written notification to the Contractor. In a case such as this the parties will no longer be bound by the stipulations of this contract. The contract sum will be adjusted pro rata from the date of withdrawal.

18.14.1 Should the Institution or part/s of the Institution in respect of which the service is rendered, be damaged or destroyed by superior power (*vis major*) or fire, the Chief Executive Officer, Head: Department of Health KwaZulu-Natal shall have the discretion to determine which part/s of the Institution/s could or should no longer be used as part of the original utilisation, and in respect of such unusable part/s of the Institution/s the parties will no longer be bound by the stipulations of this contract.

18.14.2 In respect of the part/s of the Institution which shall remain in use, the stipulations of this contract shall remain valid, but the contract amount shall be decreased pro rata as from date.

18.14.3 Should such damaged Institution or part/s of the Institution be repaired, Chief Executive Officer: Department of Health KwaZulu-Natal could request the Contractor, by means of one month's written notification, to resume the service, in which case the stipulations of this contract in respect of the rendering of service and the contract amount shall be applicable.

18.15 Extension of the contract can be considered by the Department of Health. The department reserves the right to approach the contractor with a view to extending the contract by an X amount of days, weeks or months under the same terms and conditions. The maximum period for any period will be six months.

18.16 In the event of the property of the department being damaged or the staff and/or the patients being injured or killed by the Contractor or his/her staff, the said Contractor shall be liable to the department for any damages or loss suffered by the department. The Contractor shall further indemnify the department against any claim or loss suffered by the department as a consequence of the damages, injuries or death of such staff or patients.

18.17 At his/her Headquarters/Regional Office, proper staff files of all staff in his/her service who are employed for service at the Institution be kept up to date by the Contractor.

18.18 The Contractor must appoint and name a senior representative from the company, with whom negotiations can be concluded, discussions held and instructions given. Arrangements made with such a representative/s shall be binding on the Contractor. The Hospital Management, shall represent the Chief Executive Officer or his/her Representative: Department of Health, KwaZulu-Natal. Once a month the representative from the company shall have formal discussions with the Institution. Minutes of the meetings shall be taken and kept by the Systems Manager for record purposes.

18.19 A supervisor from the Contractor shall visit the site on a weekly basis and report to the Contact Person at the Institution to resolve any problems.

18.20 The Contractor must at all times ensure that the staff members as stipulated in the tender document are available to perform the work as specified.

19. PAYMENT FOR SERVICES

19.1 The contractor shall be paid by the Department of Health, in accordance with services rendered.

19.2 Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount.

19.3 Any query concerning the non-payment of accounts must be directed to the Institution concerned. The following protocol will apply if accounts are queried:

(i) contact must be made with the officer-in-charge of payments;

(ii) if there is no response, the officer in charge of the institution finance (Finance Manager) must be contacted;

(iii) failing all of the above, the contractor must contact The Director: Chief Executive Officer Department of Health Head Office, Attention: Expenditure Control, via fax (031- 459 6001) supplying the following details:

(a) name/s of person/s contacted at the Institution and dates; and

(b) details of outstanding account.

The Director: CEO will then take the appropriate action.

(iv) If the problem of outstanding payment persists, the District Office/Department of Health can be requested to investigate the delays.

20. PREFERENCE POINT SYSTEM TO BE USED

20.1 The 80/20 Preference Point System will be used in the evaluation of the tender in terms of the Preferential Procurement Policy Framework Act 5/2000.

21. CENTRAL SUPPLIERS DATABASE

21.1 Tenderers who have submitted offers and who are not registered on the Central Suppliers Database will not be considered.

22. QUALITY

22.1 Where specifications and or standards e.g. SABS/SANS, CKS, BP or ISO are described in the tender document, the quality of products must not be less than specified therein.

23. SITE MEETING

23.1 It is compulsory for the tenderer to attend the site inspection meeting on the date and time as published in the Provincial Department of Health Website. Failure to do so will invalidate the tenderer's offer.

24. STATEMENT OF SERVICES

24.1 The contractor shall, when requested to do so, furnish particulars of 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.

25. TAX CLEARANCE CERTIFICATE

25.1 The Tax compliance status shall be verified on CSD, 3 days shall be given to rectify non-compliance. Failure to do will invalidate your Tender.

26. TENDER PRICES

26.1 Tender prices reflected will be taken as firm for the first year of the contract and only subject to a statutory increase, only applicable to 2 years contract. Thereafter, increases will be considered for the second year of the contract. Tenderers to state the percentage escalation on the price page for year two. It will be taken by the department that the percentage increases reflected on the price page for year two are exclusive of statutory wage increases.

27. UNSATISFACTORY PERFORMANCE

27.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

(i) Before any action is taken, the institution shall warn the contractor in writing that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the Centre will:

(a) take action in terms of its delegated powers

(b) make a recommendation to the department for cancellation of the contract concerned.

(ii) When correspondence is addressed to the contractor, reference will be made to the contract number and an explanation of the complaint.

28. VALIDITY PERIOD AND EXTENSION THEREOF

28.1 The validity (binding) period will be 90 days from close of tender. However, circumstances may arise whereby the department may request the tenderer to extend the validity (binding) period. Should this occur, the department may request a tenderer to extend the validity (binding) period by a further one/two/three months under the same terms and conditions as originally tendered for by the tenderer. This request will be done before the expiry of the originally validity (binding) period.

29. VAT

29.1 Regardless whether your business is registered for VAT or not, the tender price must be inclusive of VAT.

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

(a) The words "tax invoice" in a prominent place;

(b) The name, address and registration number of the supplier;

(c) The name and address of the recipient;

(d) an individual serialized number and the date upon which the tax invoice is issued;

(e) a description of the goods or services supplied;

(f) the quantity or volume of the goods or services supplied;

(g) either –

(i) the value of the supply, the amount of tax charged and the consideration for the supply; or

(ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

30. TENDER DOCUMENT

30.1 Failure by a tenderer to provide all relevant information required on the Quotation will result in such a tenderer not being considered. If the information required is not applicable to the business clearly insert the symbols "N/A" in the appropriate space. If the space provided is left blank, it will be regarded as information that is still outstanding and the quotation will not be processed further.

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
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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.

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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"/>
-----	--------------------------	----	--------------------------

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.....