

## Quotation Advert

**Opening Date:** 2021 / 04 / 21  
**Closing Date:** 2021 / 05 / 04  
**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** 2021 / 04 / 20

### ITEM CATEGORY AND DETAILS

**Quotation Number:** ZNQ: 67 / 21-22

**Item Category:** Services  
**Item Description:** SERVICE TO SWIMMING  
POOL  
24 MONTHS PERIOD  
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 :** 2021 / 04 / 26  
**Time:** 12:00 - NO LATE COMERS ALLOWED  
**Venue:** R.K Khan Hospital – NURSES DINNING 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 MUST BE PRINTED ON-LINE/WEBSITE ONLY.

QUOTES SHOULD BE DELIVERED TO:

COMPLETE QUOTATIONS CAN BE DROPPED OFF

IN THE TENDER BOX, R K KHAN HOSPITAL .

Name:

Mrs M Khumalo

Email:

maud.khumalo@kznhealth.gov.za

Contact Number:

031 459 6300

Finance Manager Name:

MR IDMYEZA

Finance Manager Signature:



No late quotes will be considered

67/21-22

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: 21 APRIL 2021 CLOSING DATE: 04 MAY 2021 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: 67 /21-22

DESCRIPTION: SERVICE TO SWIMMING POOL

CONTRACT PERIOD: 24 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) 336 R.K KHAN CIRCLE, WESTCLIFF, CHATSWORTH - 4092

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: **SERVICE TO SWIMMING POOL** .....

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                                               | AS       | SERVICE TO SWIMMING POOL                               |               |                        |       |   |
|                                                 | PER      |                                                        |               |                        |       |   |
|                                                 | SPEC.    | FOR 24 MONTHS PERIOD                                   |               |                        |       |   |
|                                                 |          |                                                        |               |                        |       |   |
|                                                 |          |                                                        |               |                        |       |   |
|                                                 |          |                                                        |               |                        |       |   |
|                                                 |          |                                                        |               |                        |       |   |
|                                                 |          |                                                        |               |                        |       |   |
|                                                 |          |                                                        |               |                        |       |   |
|                                                 |          | AS PER ATTACHED SPEC.                                  |               |                        |       |   |
|                                                 |          |                                                        |               |                        |       |   |
|                                                 |          | N.B: DECLARATION FORMS,CSD NO.,UNIQUE REG.,            |               |                        |       |   |
|                                                 |          | SUBMIT BBBEE VERIFICATION CERTIFICATE OR               |               |                        |       |   |
|                                                 |          | SWORN AFFIDAVID, THE CERTIFICATE MUST BE SANAS         |               |                        |       |   |
|                                                 |          | APPROVED,MUST BE SUBMITTED WITH QUOTATION.             |               |                        |       |   |
|                                                 |          |                                                        |               |                        |       |   |
|                                                 |          |                                                        |               |                        |       |   |
|                                                 |          | N.B: SAMPLE TO BE PROVIDED UPON REQUEST BY INSTITUTION |               |                        |       |   |
|                                                 |          | VIA EMAIL, UPON REQUEST THE SAMPLE MUST BE DROPPED     |               |                        |       |   |
|                                                 |          | WITHIN 5 (FIVE) WORKING DAYS,FAILER TO SUBMIT UPON     |               |                        |       |   |
|                                                 |          | REQUESTED PERIOD,THE SUPPLIER WILL BE DISQUALIFIED     |               |                        |       |   |
|                                                 |          |                                                        |               |                        |       |   |
|                                                 |          |                                                        |               |                        |       |   |
| 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><b>Enquiries regarding the quote may be directed to:</b></p> <p>Contact Person: <b>MNP.MTHETHWA</b> Tel: <b>0314596391</b></p> <p>E-Mail Address: <b>mngobi.mthethwa@kznhealth.gov.za</b></p> | <p><b>Enquiries regarding technical information may be directed to:</b></p> <p>Contact Person: <b>K RAMSAMY</b> Tel: <b>0314596308</b></p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|

**SERVICE TO SWIMMING POOL**

**AT R.K. KHAN HOSPITAL, CHATSWORTH**

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**1. SCOPE OF CONTRACT**

This contract calls for the provision of monthly cleaning and maintenance services of the swimming pool at R.K. Khan Hospital for a period of 2 years.

**2. SCOPE OF WORK**

- 2.1. To supply and install external filtered circulating pump for a 2 year period.
- 2.2. To supply and install articulated pool suction cleaners for 2 year period.
- 2.3. To supply pool chemicals when required.
- 2.4. Remove floating and sunken debris by means of manual brushing on a weekly basis.
- 2.5. Pool to be back-washed once per week as per the Hospital Maintenance Procedure.
- 2.6. To test water condition to ensure it is kept within acceptable limits for Ph.Ch. and alkalinity.
- 2.7. Replace pool pump unit with new in main pump room as per existing specifications.
- 2.8. Replace valves as per schedule.
- 2.9. Replace HDPE piping as per schedule.
- 2.10. To supply and install chlorine dosing pumps x 2 for optimum dosing and maintain for a 24 month period.
- 2.11. **To remove and replace sand in filtration tanks.(once per 24 month period)**
- 2.12. To scrub and clean all tiled and wall surfaces.
- 2.13. To clean all sludge and pool sand filter traps. Empty and clean leaf traps as necessary.
- 2.14. To examine outlets on the delivery side of the pool for water circulation.
- 2.15. To maintain and clean the paved surroundings, plant room, and changing rooms.
- 2.16. Contractors are required to keep checklists of service and attendance registers, provided by the hospital, to be signed on a weekly basis by the Maintenance Manager or his appointed official.
- 2.17. Copies of checklists and registers shall be attached and submitted on a weekly basis.

### 3. CONDITIONS OF CONTRACT

- 3.1. Contract period shall be two (2) years and may be terminated within the period, should the service rendered deemed to be unsatisfactory.
- 3.2. All chemicals and other cleaning materials required to clean and maintain the swimming pool are to be supplied by the service provider.
- 3.3. All water testing chemicals and equipment shall be provided by the contractor
- 3.4. All repairs to the hospital pool or pool equipment are to be reported to the CEO or his duly appointed representative timeously.
- 3.5. All repairs to the hospital pool or pool equipment will be an "extra" to this contract and work required shall be covered by the issue of a written order instruction.
- 3.6. Tenderers are recommended to visit the site and acquaint himself with the condition i.e. Access and take necessary measurements etc. prior to tendering.
- 3.5. All necessary safety precautions and barricading are to be observed.
- 3.6. Storage of materials and tools will be at contractors risk.
- 3.7. All materials used is to be S.A.B.S. approved.
- 3.8. All works carried out is to be of the entire satisfaction to the hospital CEO or his appointed representative.
- 3.9. Quotations are to be deposited in the Quotation Box at the Security.
- 3.10. A compulsory site meeting will be held on \_\_\_\_\_ at 10:30.
- 3.11. The closing date shall be \_\_\_\_\_ 11:00.
- 3.12. Quotation documents are to be collected on the date of the site meeting at the R.K. Khan Hospital, Supplies  
Technical enquiries contact Mr K.S. Pillay on (031) 4596145.
- 3.13. Only contractors from within the borough of Durban will be considered.
- 3.14. Contractors must be registered with the CIDB with minimum grading.
- 3.15. Service providers must be registered on the Central Suppliers Database (CSD).

4. PRICING AND RATES: 24 month period

PART A

| Scope of work                                                                                                                | Price per service |       | QTY          | TOTAL |       |
|------------------------------------------------------------------------------------------------------------------------------|-------------------|-------|--------------|-------|-------|
|                                                                                                                              | Rands             | Cents |              | Rands | Cents |
| Monthly service (inclusive of chemicals, cleaning and labour)                                                                | R                 |       | 24           | R     |       |
| Supply and install external pool pump with articulated suction units( <i>to remain on site for 24 month service period</i> ) | R                 |       | 1 each       |       |       |
| CARRIED TO SECTION C                                                                                                         |                   |       | TOTAL PART A | R     |       |

PART B (ONCE OFF)

| ITEM                                 | DESCRIPTION                                  | MANUFACTURER | QUANTITY         | UNIT COST |   | TOTAL COST (Excluding VAT) |   |
|--------------------------------------|----------------------------------------------|--------------|------------------|-----------|---|----------------------------|---|
|                                      |                                              |              |                  | RANDS     | C | RANDS                      | C |
| 1                                    | Remove and replace sand in filtration unit   |              | 1440 kg          | R         |   | R                          |   |
| 2                                    | Supply and install 2 x chlorine dosing pumps |              | 2                | R         |   | R                          |   |
| 3                                    | Replace pool pump                            | *KSB 80/315  | 1                | R         |   | R                          |   |
| 4                                    | Replace 110mm PVC HDPE pipe                  |              | 70m              | R         |   | R                          |   |
| 5                                    | Replace 110mm butterfly valves               |              | 5                | R         |   | R                          |   |
| 6                                    | Replace 63mm double union valves             |              | 8                | R         |   | R                          |   |
| 7                                    | Replace 110mm steel gate valve               |              | 1                | R         |   | R                          |   |
| 8                                    | Repair damaged weirs                         |              | 6                | R         |   | R                          |   |
| 9                                    | Fit new 110mm flanges                        |              | 4                | R         |   | R                          |   |
| 10                                   | Replace 1 1/2" ball valves                   |              | 2                | R         |   | R                          |   |
| 11                                   | Replace 63mm HDPE piping to weirs            |              | 100m             | R         |   | R                          |   |
| 12                                   | Concrete patch work                          |              | 15m <sup>2</sup> | R         |   | R                          |   |
| TOTAL ( TO BE CARRIED TO SECTION C ) |                                              |              |                  |           |   |                            |   |

\*catalogue must be submitted

Section C

|                                             |   |  |  |
|---------------------------------------------|---|--|--|
| Total Part A                                | R |  |  |
| Total Part B                                | R |  |  |
| ADD Provision for Value Added Tax Allow 15% | R |  |  |
| <b>TOTAL: CARRIED TO TENDER FORM</b>        | R |  |  |

**NOTE: COMPULSORY**

THE ABOVE SCHEDULE MUST BE COMPLETED IN FULL BY THE CONTRACTOR AND RETURNED TOGETHER WITH THE TENDER FORM.

Failure to do so will result in disqualification.

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Signature: \_\_\_\_\_

COMPANY STAMP

**COMPULSORY:** Details and signatures contained in the above document are an acknowledgement and agreement of the specifications and terms of service.  
The failure to complete all the above sections including rates will result in disqualification.





DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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? YES  NO

*(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.

|                         |                    |                   |               |
|-------------------------|--------------------|-------------------|---------------|
| .....<br>Name of bidder | .....<br>Signature | .....<br>Position | .....<br>Date |
|-------------------------|--------------------|-------------------|---------------|

<sup>1</sup>"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.                                                |

<sup>2</sup>"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 |
|----------------------------------------------------------|--------|
| <b>PRICE</b>                                             | 80     |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>                | 20     |
| <b>Total points for Price and B-BBEE must not exceed</b> | 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"/> |
|-----|--------------------------|----|--------------------------|

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.

|                                                       |
|-------------------------------------------------------|
| <p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p> |
|-------------------------------------------------------|

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