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AdvertQuote



KWAZULU-NATAL PROVINCE
HEALTH
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Quotation Advert

Opening Date: 2021-02-03

Closing Date: 2021-02-10

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Ngwelezane hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: NGWELEZANA HOSPITAL

Date Submitted: 2021-02-02

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: A534/20-21

Item Category: Services

Item Description: MOJOR SERVICE TO WARD B(PEADS BURNS) COOLING SYSTEM CHILLERS

Quantity (if supplies): 01 UNIT

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: NGWELEZANA HOSPITAL SCM COUNTER/ WEBSITE

QUOTES SHOULD BE DELIVERED TO: NGWELEZANA HOSPITAL TENDER BOX NEXT TO OPD

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: NZ DLADLA/NS MNGOMEZULU/ RT GUMEDE

Email: zamampembe.dladla@kznhealth.gov.za

Contact Number: 035 901 7228/7180

Finance Manager Name: TV NXUMALO

Finance Manager Signature:

No late quotes will be considered



health

Department:

Health

PROVINCE OF KWAZULU-NATAL

NGWELEZANA HOSPITAL

ZNQ – A : 505/20-21

ITEM: MOJOR SERVICE TO WARD B (PEADS BURNS) COOLING SYSTEM (CHILLERS)

Closing Date & Time : 10 FEBRUARY 2021 @ 11 A.M
Contract Period : ONCE OFF
Validity Period : 60 DAYS
Contact Person : NZ DLADLA /R.T. GUMEDE/ N.S MNGOMEZULU
Telephone no. : 035 901 7228/7180

DOCUMENTS MUST BE DEPOSITED IN THE QUOTATION BOX SITUATED IN:

THANDUYISE ROAD,NGWELEZANA TOWN SHIP
EMPANGENI,3880

THE QUOTATION BOX IS AVAILABLE ON THE
FOLLOWING DAYS AND TIMES: MONDAYS TO
FRIDAYS 07:30 - 16:00

COMPULSORY DOCUMENTS TO BE ATTACHED. (INDICATE WITH A TICK) FAILURE TO ATTACH DOCUMENTS WILL LEAD TO DISQUALIFICATION AND NO BEE PREFERANCE POINTS WILL BE ALLOCATED WHERE AN ORIGINAL OR CERTIFIED BEE CERTIFICATE IS NOT ATTACHED:

ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE

CERTIFIED COPY OF A VALID B-BBEE CERTIFICATE

NB: ORIGINAL TAX CLEARANCE AND BBBEE CERTIFICATE MAY BE ATTACHED TO ONE ZNQ DOCUMENT WHICH IS CLOSING ON THE SAME DATE AND COPIES OF TAX CLEARANCE & CERTIFIED B-BBEE CERTIFICATE MAY BE ATTACHED TO THE OTHER DOCUMENTS. PLEASE INDICATE THIS ZNQ NO: WHERE ORIGINALS ARE ATTACHED. ZNQ-A:

NAME OF TENDERER: _____

**CENTRAL SUPPLIERS DATABASE REGISTRATION (CSD)
NO.:** _____

PART 1

TECHNICAL SPECIFICATION

1.1 GENERAL TECHNICAL SPECIFICATION

- After service detailed report to be submitted upon completion of work by the successful bidder.
- The scope of work/ specifications will be customised during site brief for the split air conditioners at Ngwelezana Hospital hence the importance that all bidders attend the site briefing.
- Each air conditioner must have its own post service report which will detail the scope of work rendered, the material and tools used in executing the service scope of work, the findings and recommendations and then the conclusion.
- No work can commence without prior authorisation by the Facility manager.
- A kick off meeting is compulsory and the bidder who will be awarded the job must notify the facility and the Engineer in charge of the start date so that a kick off meeting can be scheduled and conducted before the work start date.

1.2 STANDARDS

- The operation, construction, material and components of the cold room and freezers and its associated equipment specified, must comply with the latest requirements of:
- The Occupational Health and Safety Act (Act 85, 1993) as amended.
- SANS 10142: Code of Practice for Wiring of Premises.

1.3 PROGRAMMING OF WORKS

- The contractor shall notify the institution two (2) days prior to carrying out any site work. As the Hospital is to remain in full operation for the duration of the works, the works are to be planned and executed so as to cause minimum inconvenience to staff. Contractor shall finish this work within two weeks counting from the date when the order number has been issued, unless other strong and valid reason,

1.4 TESTING AND COMMISSIONING

- The units shall be tested and commissioned before handing over to Department of Health: Provincial Infrastructure Development Engineer. There shall be a commissioning program submitted by the service provider prior to the commissioning and the commissioning shall be witnessed by the Department of Health: Provincial Infrastructure Development Engineer or his/her representatives.

PART 2

PARTICULAR SPECIFICATION

2. PARTICULAR SPECIFICATION

2.1 SPECIFICATIONS

2.1.1 This particular specification shall be read in conjunction with all other sections of the Specifications and cognizance shall be taken of the clauses relevant to this particular installation, whether any specific clauses are referred to or not.

2.1.2 GENERAL REQUIREMENTS

Tenderers must have a relevant experience on the work of similar nature with proven references. Tenderers to submit supporting documents information when they bidding.

Tenderers are to make special note of the following:

This particular specification must be read with, and shall form part of, Part 4 of this document (Technical Specification).

In so far as the conditions contained herein are at variance with any obtained in the Technical Specifications, the contract shall be interpreted in terms of this Part 5 (Particular Specification).

The whole installation shall be in accordance with the Occupational Health and Safety Act 85/1993 as amended and all regulations framed therein shall be carried out to the satisfaction of the Department of Health.

Competent workmen skilled in their trade shall carry out all work. Quality shall be of the best standard practice and all workmanship will be subject to the approval of the Department of Health.

The work shall at all times, for the duration of the contract, be carried out under supervision of a skilled and competent representative of the Service Provider, who will be able and authorized to receive and carry out instructions on behalf of the of the Service Provider. A sufficient number of workmen shall be employed at all times to ensure satisfactory progress of the work.

All apparatus, component parts, fittings and materials employed in the execution of the Contract shall be new and unused and shall be the latest type or pattern of the particular manufacture employed. S.A.B.S. mark bearing items shall be used wherever possible.

The complete installation shall be maintained as specified in this particular specification after acceptance in writing by the Department of Health.

The complete installation must be guaranteed against defective parts and workmanship for the period specified after the date of issue of the Completion Certificate. This period shall run concurrently with the maintenance period.

Rates are to include for commissioning and testing of the complete installation and handing over in working order ready for use.

Tenderers are advised to visit the site and acquaint themselves fully with the site conditions and nature and full extent of work involved prior to submitting their bid. Claims on the grounds of insufficient information in such respects or otherwise will not be entertained by the Administration.

The Department of Health reserves the right to make emergency repairs to keep the equipment in operation without voiding the Contractor's Guarantee, nor relieving the Contractor of his/her responsibility during the guarantee period when, after proper notice, the Contractor fails to attend to such emergency repairs. All costs incurred by the administration under these circumstances will be for the account of the Contractor.

2.2 THE SITE

The site is Ngwelezana Hospital located at Ngwelezana at eMpangeni, North Coast Region

2.3 SCOPE OF WORK

- Clean air filter and grilles
- Check that the evaporator fins are clear of dirt and clean fins if necessary
- Check cooling and heating operation. Check operation of resistance heater and overheat stats
- Inspect fan motor and blades
- Inspect PC Board (circuit board) for any discolour and signs of damage
- Check operation of an expansion valves. Correct, repair or replace if necessary
- Check for condensate drain system and ensure it is free of blockages. Test condensate pump and remove any foreign particles.
- Ensure that there is water inside the trap and fill up if necessary
- Record supply and return air temperatures (off coil / on coil)
- Check operation of thermostat (controller)
- Check and record suction and discharge pressures of refrigerants (LP/HP)
- Remove fan guard and check alignment and correct if necessary to get free rotation
- Check that all bolts and screws are properly secured on fans and compressor
- Inspect HP and LP switches and replace if necessary and check operation of the switches
- Check all electrical devices and connections and correct if necessary
- Examine condenser coil and clean fins if necessary
- Inspect refrigerant piping insulation and condensate pump
- Check correct operation of LCD screen
- Calibrate the temperature as per LCD display
- Check time clock is correctly set on a controller and that start and stop time is correctly set
- Record any leakage of refrigerant or recovered refrigerant
- Clean equipment thoroughly
- Examine flexible cables for wear, fraying braid and brittle insulation
- Check and observe operation of the reverse solenoid
- Check compressor termination and overload klixon
- Lubricate fan motor bearings
- Check all "start" and/or "run capacitors"

2.4 CONTRACT PERIOD

The contract will be 2 weeks from site handover

2.5 DESCRIPTION OF THE WORKS

2.5.1 Equipment

The equipment is the whole of the split air conditioners at Ngwelezana Hospital

2.5.2 Quoted Service Price

The quoted service price shall be inclusive of all, materials, labour, consumables, corrosion treatment, lubricants, filters, supervision, administration, overhead costs, insurance, profit, printing of service schedules, travel, transport, attendance at (enter number) site meetings etc.

2.5.3 Service Schedules

This is a major service that is performed annually.

2.5.4 Service Program

The Contractor to submit the service program to the project leader 2 days before works commence.

2.5.5 Program of Works

The successful tenderer shall confirm his/her program of works to the Department's Representative seven (7) days prior to commencing each planned service.

2.5.6 Access to Site

Access for servicing shall be by arrangement with the official in charge on site.

No claims arising from the contractor failing to make prior arrangement for access to the site will be entertained. In particular the service provider shall ensure that plant room keys are available.

2.5.7 Commencement of Work and Official Order

Work shall only commence on receipt, by the service provider, of an official order.

2.5.8 Ad-Hoc Repairs

A provisional sum has been provided, in the schedule of prices, for ad-hoc repair work, which may be required from time to time, within the contract period. No work for which the provisional sum is provided may be carried out without the prior written instruction of the Department's Representative.

All ad-hoc work shall be carried out on a proven cost and time basis and in accordance with the contract rates.

2.5.9 Response to Breakdowns

The service provider shall guarantee a response time to breakdowns following the service as follows:

- Response : 6 hours

2.5.10 Health and Safety Requirements

It is required that a project specific Health and Safety Plan, for the work to be executed under this project, shall be submitted for approval, by the Department's Representative, before any work commences.

2.5.11 Plant Shut Down

Prior approval shall be obtained from the responsible official on site for the shut down of any plant for service and repair work.

2.5.12 Notice of Testing and Commissioning

The Department's Representative: works shall receive not less than one weeks advance notice of any tests requiring to be witnessed by him/her.

2.5.13 Familiarization with the Site

Tenderers are required to familiarize themselves with the site.

Claims on the grounds of lack of acknowledge, in such respect, or otherwise, will not be entertained.

2.5.14 Co-Ordination

The contractor shall co-ordinate the works in liaison with the Department's Representative.

2.5.15 Disruptions on Site

The minimum of disruption to the functioning of the site facilities is required.

2.5.16 Cleanliness on Site

Due diligence is to be exercised, at all times, in respect of cleanliness in the work area.

2.5.17 Guarantee Period

- a) The Service Provider shall unconditionally guarantee all servicing and repair work performed together with all materials and spare parts (inclusive of electrical components) supplied by him/her for a minimum period of six (6) months from the date of acceptance of the Works.
- b) The Service Provider shall unconditionally guarantee all new, replacement or additional equipment, and installations (inclusive of all electrical components) for a minimum period of twelve (12) months from the date of the First Delivery Certificate.
- c) The guarantee shall cover the performance of the Works and any defects due to inferior materials and/or workmanship of the Service Provider, or any of his/her Sub-Contractors, fair wear and tear excepted, and the Service Provider shall repair any such defects without delay and at his/her own cost. This guarantee shall include malfunction, and water exhaust, oil, or air leaks etc. and adjustments.
- d) Should any part of the complete Works perform unsatisfactorily so as to become detrimental to its functional use the service provider shall replace any such part of the complete Works with equipment as prescribed by the Employer without delay and at his/her own cost.
- e) If any defects are not remedied within the period specified by the Employer, the Employer shall have such defect repaired at the risk and cost of the Service Provider, by another

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):..... | 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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¹State¹ means –

- | | |
|---|---|
| <ul style="list-style-type: none"> 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); b) any municipality or municipal entity; | <ul style="list-style-type: none"> c) provincial legislature; d) national Assembly or the national Council of provinces; or e) Parliament. |
|---|---|

²Shareholder² means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

1. AMENDMENT OF CONTRACT

- 1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

2. CHANGE OF ADDRESS

- 2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotation submitted must be complete in all respects.
- 4.5. Any alteration made by the bidder must be initialled.
- 4.6. Use of correcting fluid is prohibited
- 4.7. Quotation will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.

- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

6. SAMPLES

- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
 - (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
 - (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. **Samples must be made available when requested in writing or if stipulated on the document.**
 - (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

7.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.

- (i) The institution has determined that a compulsory site meeting take place
- (ii) Date ____/____/____ Time ____:____ Place _____

Institution Stamp:	Institution Site Inspection / briefing session Official Full Name: Signature: Date:
--------------------	--

8. STATEMENT OF SUPPLIES AND SERVICES

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

9. SUBMISSION AND COMPLETION OF SBD 6.1

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

10. TAX COMPLIANCE REQUIREMENTS

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

11. TAX INVOICE

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

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

12. PATENT RIGHTS

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

13. PENALTIES

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

14. TERMINATION FOR DEFAULT

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

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

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all quotes:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this quote shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this quote is allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

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

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

(Tick applicable box)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

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

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

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