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## KZN Health Intranet

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[KZN Health > Components > Supply Chain Management](#)
[AdvertQuote](#)


## Quotation Advert

Opening Date: 2021-02-02

Closing Date: 2021-02-09

Closing Time: 11:00

## INSTITUTION DETAILS

Institution Name: Head Office Quotations

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: Service

Date Submitted: 2021-02-09

## ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: ZNQ 416/20/21-H

Item Category: Services

Item Description: Supply and Delivery of Body Scoops Stainless Steel Table at Ladysmith Forensic Mortuary

Quantity (if supplies) 

## COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: QUOTES SHOULD BE DELIVERED TO: 

## ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Phumlani Majola

Email: phumlani.majola@kznhealth.gov.za

Contact Number: 033 815 8379

Finance Manager Name: Mr T Ashb

Finance Manager Signature:

No late quotes will be considered

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: DEPARTMENT OF HEALTH- CENTRAL SCM
DATE ADVERTISED: 02/02/2021
PHYSICAL ADDRESS: 310 JABU NDLOVU STREET, SCM OFFICES, PIETERMARITZBURG, 3201

ZNQ NUMBER: 416/20/21-H CLOSING DATE: 09/02/2021 CLOSING TIME: 11:00

DESCRIPTION: Supplu & Delivery of Body Scoops, Stainless Steel @ Ladysmith Forensic Mortuary

CONTRACT PERIOD: ONCE OFF 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)
310 JABU NDLOVU STREET, PIETERMARITZBURG, SCM OFFICES, TENDER ADVISORY

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? [TICK APPLICABLE BOX]

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);
A REGISTERED AUDITOR.

[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]

YES NO



## **DEPARTMENT OF HEALTH**

### **PROVINCE OF KWAZULU-NATAL**

**QUOTATION NUMBER:**

**FACILITY NAME:** LADYSMITH FORENSIC MORTUARY

**PROJECT DESCRIPTION:** SUPPLY OF BODY SCOOPS/BASKET STRETCHER AND STAINLESS  
STEEL TABLE/DESK

**DEPARTMENT OF HEALTH**

**Project Leader:** Bonginkosi Mathe

**Telephone No:** 062 688 4329

**Email:** [Bonginkosi.Mathe@kznhealth.gov.za](mailto:Bonginkosi.Mathe@kznhealth.gov.za)

- b) The Administration reserves the right to negotiate prices in the Schedule of Prices.
- c) All redundant material and rubble shall be removed from the institution's property immediately.
- d) The Contractor is advised to visit the site prior to tendering to acquaint him/herself with the nature of the work to be done and access to the siting of the existing buildings etc., as no claim will be allowed on the grounds of ignorance of the conditions under which the work will be executed.
- e) All items quantities in the Schedule of equipment are PROVISIONAL and subject to re-measure after Site visit
- f) Any discrepancies or omissions shall be brought to the attention of the Project Leader immediately.
- g) The Contractor must be competent with proven experience in working with air-conditioning and refrigeration equipment with traceable references

### **3.2 EXECUTION PERIOD**

Five (5) days is the specified maximum completion period for supply of the products/equipment from the date of award. This shall be re-evaluated upon confirmation of equipment or product lead times.

## **4 TECHNICAL SPECIFICATION**

### **4.1 COMPLIANCE WITH REGULATIONS AND STANDARD SPECIFICATIONS**

- a) The Contractor shall only use genuine OEM parts to conduct the works.
- b) The Contractor shall observe and abide by all rules and regulations stipulated in the Occupational Health and Safety Act (Act 85, 1993) while conducting repairs in the facility.
- c) The Contractor shall take cognisance of the standard listed below while conducting the works:
  - SANS 10400: The application of the National Building Regulations
- d) The Contractor shall observe Municipal By-laws and any special requirements of the Supply Authorities of the area or district concerned while conducting the works.
- e) All building works shall be in accordance with the Standard Preambles to All Trades.
- f) The contractor shall fully familiarise himself with these documents prior to quoting.

## **5 PARTICULAR SPECIFICATION**

## 5.1 TECHNICAL SPECIFICATION

### 5.1.1 GENERAL

This Technical Specification shall be read in conjunction with all other sections of the specification.

### 5.1.2 GENERAL REQUIREMENTS

Tenderers are to make special note of the following:

- a) All the works shall be in accordance with the Occupational Health and Safety Act 85/1993 and all regulations framed therein shall be carried out to the satisfaction of the Department of Health.
- b) 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.
- c) The work shall at all times, for the duration of the contract, be carried out under the supervision of a skilled and competent representative of the Contractor, who will be able and authorized to receive and carry out instructions on behalf of the Contractor. A sufficient number of workmen shall be employed at all times to ensure satisfactory progress of the work.
- d) 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.
- e) 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 tender. Claims on the grounds of insufficient information in such respects or otherwise will not be entertained by the Administration.

## 6 SCOPE OF CONTRACT

The specification calls for the supply and delivery of the following at Ladysmith Medico Legal Mortuary:

### 6.1 Body Scoop or Basket Stretcher Specification

- Shall conform to EN1865 standard or equivalent
- Shall be constructed of high density polyethylene shell stretcher
- Shall consist of four quick-close buckle straps
- Shall have non-absorbent form mattress

- shall have a weight not exceeding 17 kg
- Shall have a load bearing of 500 kg

See figure below for typical basket stretcher.

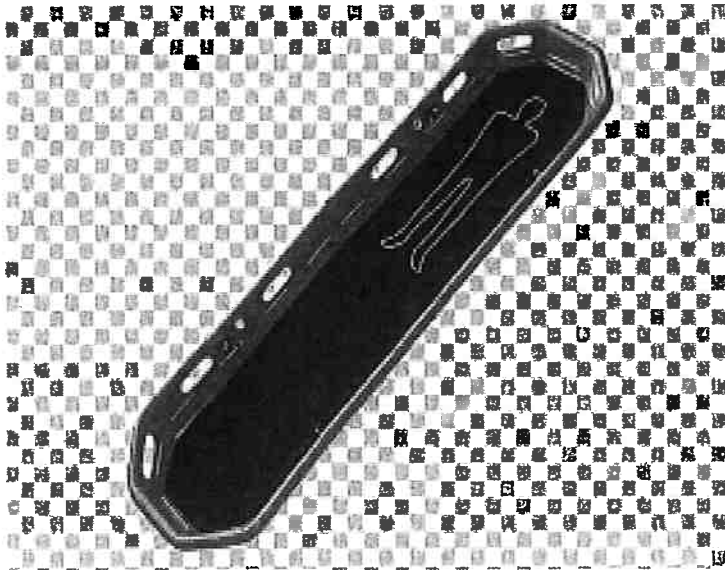


Figure 1: Typical Basket Stretcher

## 6.2 Stainless Steel Table/Desk

- Shall be made from stainless steel for hygiene and ease of cleaning
- Shall comprise of a minimum of two shelves and minimum of four legged supports.
- It shall be possible to dismantle the table. The table shall be custom-made to fit on the site. The table shall be installed inside the autopsy room to replace an existing wooden table, see figure 3 below.



Figure 2: Typical Stainless Steel Table/Desk

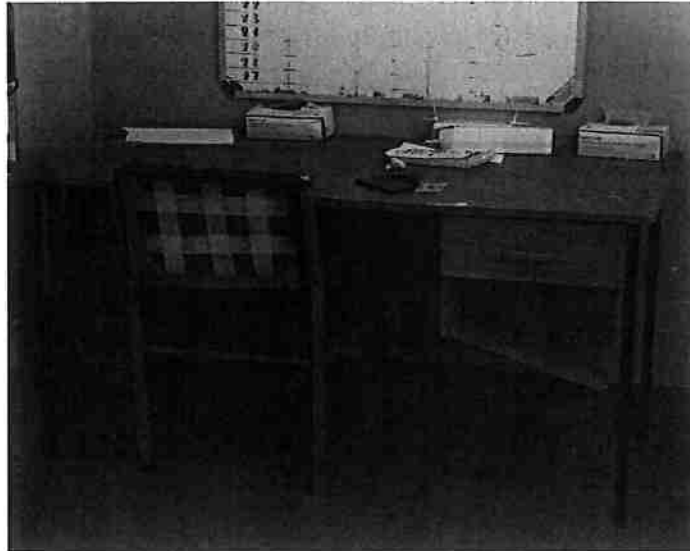


Figure 3; Existing Table Currently Being Replaced

The Department shall have the right to instruct the Service Provider to remove from site any of the Service Provider's employees who at the sole and absolute discretion of the Department is found to be:

- a) Incompetent.
- b) Not properly qualified and/or not suitably skilled to perform his/her respective tasks.
- c) Is found to be under the influence of alcohol or drugs, or disorderly on Site.
- d) Is unwilling to perform his respective tasks.

## 7 THE SITE

The site is at the Ladysmith Medico Legal Mortuary KwaZulu-Natal.

Tenderers are encouraged to visit the site to ensure successful installation of the work required.

Arrangements in this regard can be made with the representative from the department of health.

### 7.1 PROGRAM OF WORKS

It is imperative that the repairs be executed with minimum interruption to the facility.

The contractor shall notify the facility seven (7) days prior to carrying out the repair works. As the facility 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 disturbance.



## 7.2 EVALUATION CRITERIA

The following documents are mandatory and must be submitted with the bid to be considered.

DOCUMENT	RECEIVED (YES/NO)
a) Proof of availability of suppliers. <ul style="list-style-type: none"> <li>Letter from actual equipment suppliers confirming the availability of supplies/products (body scoopers, stainless steel table/material).</li> </ul>	
b) Submission of proof of available capital and/or proof of credit limit that can be obtained from financial institutions. <ul style="list-style-type: none"> <li>Letter from the bank confirming a working capital of at least 100 % of the project value.</li> </ul>	
c) Clear Catalogue brochures, complete with technical specifications and photos of proposed equipment/product (body scoopers, stainless steel table/material).	
d) Confirmation of lead time for the supply of equipment/product from the time an order is issued (body scoopers, stainless steel table/material). <ul style="list-style-type: none"> <li>Letter from actual equipment suppliers' confirming equipment/products lead times from the time an order is placed with them.</li> </ul>	
e) Company's previous completed works of similar value will be advantageous.	

The documents above are required for bidding purposes and failure to submit them may result in disqualification of bidder.

## 7.3 DOCUMENT RECEIVED (YES/NO)

DOCUMENT	RECEIVED (YES/NO)
Program of works	
Health and Safety Plan	
Contractor Organogram	

A program shall be submitted prior to the commencement of any work for the approval by the Project Leader. No work will commence without the program of works having been approved by the Project Leader.

## 8 SCHEDULE OF PRICES

### PREAMBLE TO THE SCHEDULE OF PRICES

- a) All prices shall be quoted in the currency of the Republic of South Africa and will be fixed. Only where exchange rates have been stated in the quotation document, as at two weeks (14 days) prior to closing

date of this quotation, will such exchange rate fluctuation be taken into account in the variation of the cost of the imported items/equipment.

- b) The Tenderer shall enter a price against each item in the schedule of prices. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost of such item shall be regarded as being covered by other prices in the schedule of prices.
- c) The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.
- d) The prices quoted for the repairs of the roof shall include for all handling, loading, transporting and off-loading required for the delivery of the plant and equipment to the site, including in the case of off-site storage for double handling at the store.
- e) The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Summary of Schedule of Prices for the purpose of VAT.
- f) Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Department of Health's "Representative".

The Schedule of Prices shall be completed and signed in **black ink**. Corrections must be done by deleting, re-writing and initialling next to the amendment.

PROVINCE OF KWAZULU-NATAL - DEPARTMENT OF HEALTH	
<b>ESTIMATE FORM FOR : LADYSMITH FORENSIC MORTUARY</b>	
SUBMIT TO:	FOR ATTENTION:
INSTITUTION:	REF NO.:
SCOPE OF WORK: (A description of the work quoted for is required).	
I/We hereby quote for the above work in accordance with the conditions as specified: Materials, component/ancillary parts: Firm Price. When applicable a detailed list of materials etc. showing unit costs shall be provided.	
A. Quoted for Bought Out Items (Excluding VAT)(Carried forward)	R _____
Mark Up @ ..... % (Maximum Mark Up = 20% for values R0.00 to R299 999.99)	R _____
Mark Up @ ..... % (Maximum Mark Up = 15% for values R300 000.00 to R500 000.00)	R _____
Mark Up @ ..... % (Maximum Mark Up = 13% for values over R500 000.00)	R _____
B. Quoted for Proprietary Items (Excluding VAT)(Carried forward)	R _____
C. Quote for Sub-Contract Items (Excluding VAT)(Carried forward)	R _____
Mark Up @ ..... %	R _____
D. Labour, Travelling, Subsistence and Transport. This price shall be firm in respect of materials etc. quoted for. (Excluding VAT) (Brought forward)	R _____
E. Less credit for redundant materials, parts and equipment if applicable	R (        ) _____
SUBTOTAL	R _____
VAT @ ..... %	R _____
F. This Price in SA Currency firm for 90 days from date of the estimate quotation and shall not be exceeded. To be measured on completion.	R _____
Time required for completion ..... weeks from receipt of official order.	
NAME OF SERVICE PROVIDER: .....	
CIDB REGISTRATION NUMBER .....	CIDB CATEGORY.....
PROVINCIAL SUPPLIERS DATABASE REGISTRATION NUMBER: .....	
SERVICE PROVIDER'S AUTHORISED SIGNATURE: ..... QUOTE REF No.....	
NAME IN BLOCK LETTERS: .....	
COMPANY STAMP:	DATE:



**LABOUR, SUBSISTENCE, TRAVEL AND TRANSPORT REPLACEMENT AND ADDITIONAL EQUIPMENT**

6.2.1	LABOUR	No. of	TOTAL HOURS	RATE/HR		AMOUNT
a)	5 ARTISANS	.....	.....	R 300.00		R.....
b)	Apprentice	.....	.....	R 118.00		R.....
	1 <sup>st</sup> Year	.....	.....	R 150.00		R.....
	2 <sup>nd</sup> Year	.....	.....	R 180.00		R.....
	3 <sup>rd</sup> Year	.....	.....	R 265.00		R.....
	4 <sup>th</sup> Year	.....	.....	R 142.00		R.....
c)	Semi-skilled	.....	.....	R 75.00		R.....
d)	Unskilled	.....	.....			
6.2.2	SUBSISTENCE	No. of	TOTAL DAYS	RATE/24HR DAY		
a)	Artisans	.....	.....	R 303.00		R.....
b)	Apprentice	.....	.....	R 303.00		R.....
c)	Semi-skilled	.....	.....	R 303.00		R.....
d)	Unskilled	.....	.....	R 303.00		R.....
6.2.3	HOTEL/ACCOMMODATION	No. of Persons	No. of Nights	Cost per Night as per Suppliers Invoice		
	.....	.....	.....	R.....		
NOTE: When applicable you may only claim for Accommodation <b>OR</b> Subsistence <b>NOT</b> both						
6.2.5	TRAVEL		TOTAL Km	RATE/Km		
6.2.5.1	From service provider's premises to site ..... trips (skilled)			Petrol	Diesel	
	@ ..... km per trip		.....	Delete as applicable		R.....
a)	.....trips (Semi-skilled)			R 7.78	R 7.58	R.....
b)	@.....km per trip		.....	R 5.80	R 5.60	R.....
6.2.5.2	From accommodation to site ..... trips (skilled)					
	@ .....km per trip		.....	R 7.78	R 7.58	R.....
a)						
b)	.....trips (semi-skilled)					
	@ .....km per trip		.....	R 5.80	R 5.60	R.....
6.2.6	ADDITIONAL LABOUR TRAVELLING WITH DRIVER		TOTAL HOURS	RATE/HR		AMOUNT
a)	..... x Additional Artisan/s ..... trips (skilled) @ ..... km per trip + 80km/hr		.....	R 300.00		R.....
b)	..... x Additional Semi-Skilled ..... trips (semi) @ ..... km per trip + 80km/hr		.....	R 142.00		R.....

c) ..... x Additional Unskilled ..... trips (unskilled) @ ..... km per trip ÷ 80km/hr	.....	R 75.00	R.....
d) ..... x Additional Apprentice/s ..... trips (semi) @ ..... km per trip ÷ 80km/hr	.....	R.....	R.....
SUBTOTAL CARRIED FORWARD TO PAGE 18			R.....



**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. SAMPLES**

- 4.1. 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.
- 4.2. **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.

**5. COMPULSORY SITE INSPECTION / BRIEFING SESSION**

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

- (i) The institution has determined that a compulsory site meeting  will not take place
- (ii) Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Time \_\_\_\_:\_\_\_\_ Place \_\_\_\_\_

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



## 6. STATEMENT OF SUPPLIES AND SERVICES

- 6.1. 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.

## 7. SUBMISSION AND COMPLETION OF SBD 6.1

- 7.1. 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.

## 8. TAX COMPLIANCE REQUIREMENTS

- 8.1. 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.***
- 8.2. 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.***

## 9. TAX INVOICE

- 9.1. 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.

## 10. PATENT RIGHTS

- 10.1. 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.

## 11. PENALTIES

- 11.1. 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. The purchaser may also consider termination of the contract.

## 12. TERMINATION FOR DEFAULT

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.

**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
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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