

KZN Health Intranet

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AdvertQuote



Quotation Advert

Opening Date: 2022-07-28

Closing Date: 2022-08-04

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Greytown hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: SCM UNIFORM

Date Submitted: 2022-07-28

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: GTW 10/08/22-23

Item Category: Goods

Item Description: SUPPLY AND DELIVER SCM UNIFORM

Quantity (if supplies)

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: KZN HEALTH WEBSITE

QUOTES SHOULD BE DELIVERED TO: GREYTOWN HOSPITAL TENDER BOX NEXT TO THE MAIN GATE OR EMAIL TO: Bongukwanda.Dlamini@kznhealth.gov.za

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: MR. S. SOSIBO

Email: N/A

Contact Number: 033 4139 431

Finance Manager Name: MR. R HANIFF

Finance Manager Signature: 

No late quotes will be considered

DESCRIPTION: SUPPLY AND DELIVER SCM UNIFORM

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
SUPPLY AND DELIVER:						
1.	44	MENS LACE-UP SHOES, COLOUR BLACK				
	PAIRS	SIZE: 06 X 10 PAIRS, SIZE: 07 X 10 PAIRS, SIZE: 08 X 15 PAIRS, SIZE: 09 X 05 PAIRS, SIZE: 10 X 02 PAIRS AND SIZE: SIZE: 11 X 02 PAIRS				
2.	09	DUST COAT: SIZE: SMALL X 01 UNIT, MEDIUM X 04				
	UNITS	UNITS, LARGE X 01 UNIT, X-LARGE X 02 UNITS, AND XXX-LARGE X 01 UNIT				
3.	01 PAIR	LADIES LACE-UP SHOES BLACK SIZE: 06				
4.	10	LDS AND MENS SAFETY BOOTS, COLOUR BLACK				
	PAIRS	SIZE: 04 X 02 PAIRS, 05 X 01 PAIR, 06 X 02 PAIRS ,07 X 03 PAIRS,08 X 01 PAIR AND 09 X 01 PAIR				
		AS PER SPECIFICATION ATTACHED				
		NB: MUST BE A LOCAL PRODUCTION AND CONTENT IT IS COMPULSORY TO FILL THE ATTACHED SBD6.2 AND LOCAL-CONTENT ANNEXURES				
		YOU CAN ALSO EMAIL YOUR DOCUMENT TO: Bongukwanda.Dlamini@kznhealth.gov.za				
		NB : PLEASE ATTACH CSD SUMMARY REPORT AND BBBEE CERTIFICATE.				
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., 1day, 1week

<p>Enquiries regarding the quote may be directed to:</p> <p>Contact Person: MR. S. SOSIBO Tel: 033 4139 431</p> <p>E-Mail Address: N/A</p>	<p>Enquiries regarding technical information may be directed to:</p> <p>Contact Person: T.A MAHLABA (SCM) Tel: 033 4139 400</p>
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Item No. 1

Catalogue no: ●

MENS LACE-UP SHOE



STYLE:

- ❖ RUBBER WELTED SABS SOLES
- ❖ 4 EYELETTED

SIZES:

- ❖ FROM 5 - 12

COLOUR:

- ❖ BLACK

Item No. 2 Dust Coat

ITEM NO.	DESCRIPTION																				
38-032 28	<p>COATS, 38-032 Dust</p> <p><u>MATERIAL:</u> 65% Polyester/35% Cotton. SABS 1387 Part I and II PC64.</p> <p><u>STYLE:</u> Single breasted, square fronts, step collar, long sleeves. No belt, three patch pockets. Two side vents.</p> <p><u>BODY:</u> Unlined.</p> <p><u>COLLAR:</u> Step collar. Step 4, 5 cm wide stand 4 cm, and fall 5 cm at back. Lapel 24 cm</p> <p><u>FASTENING:</u> Four: Plastic white 17 mm buttons. Attached equidistant down front, and corresponding buttonholes.</p> <p><u>POCKETS:</u> One left breast pocket 13 cm wide by 14, 5 cm deep edge to edge when finished. Bottom corners mitred 2,5cm, pocket edges turned 0, 6 cm and sewn 0, 3 cm from edge. One perpendicular row of stitching 4 cm from front edge through pocket to form pencil pocket. Pocket mouth barred at sides with triangular form of stitching 0, 6 cm along pocket mouth and 2, 5 cm deep. Two large side pockets 20, 5 cm wide by 23 cm deep, edge to edge, when finished. Top of pocket 12, 5 cm below natural waist and 12, 5 cm from front edge of coat. Pocket mouth turned over 3 cm turned in 0, 6 cm to finish 2, 5 cm and machine stitched 0, 3 cm from edge. Pocket mouth barred as breast pocket.</p> <p><u>SLEEVES:</u> Long sleeves, two pieces, shaped no cuff. Hemmed 2 cm finished. Seams raised and double stitched.</p> <p><u>FOREPARTS:</u> Front facing of self-material extending from shoulder seam to bottom not less than 16 cm wide at top. Fastener stands to be turned in 0, 6 cm and stitched down.</p> <p><u>VENTS:</u> Vents 30 cm long to be provided at the bottom of each side seam of the body of the garment.</p> <p><u>HANGER:</u> Of self-material, 10 cm by 1, 25 cm finished, sewn horizontally at base of collar.</p> <p><u>SEAMS:</u> All seams safety stitch over lock.</p> <p><u>SEWING:</u> All sewing to be spun polyester M80. The whole garment to be made up in a clean workmanlike manner and to fit to the approval of the Administration.</p> <p><u>MARKING:</u> All garments to have fast dye size tab sewn in neck. *Applicable only to jackets with a centre-back seam</p> <p><u>FINISHED GARMENT MEASUREMENTS:</u></p> <table style="width: 100%; border: none;"> <tr><td>1. Size designation:</td><td style="text-align: right;">102cm</td></tr> <tr><td>2. Chest:</td><td style="text-align: right;">119cm</td></tr> <tr><td>3. Jacket, Back length:</td><td style="text-align: right;">76cm</td></tr> <tr><td>4. Three Quarter Coats, Back length:</td><td style="text-align: right;">91cm</td></tr> <tr><td>5. Full length Coats, Back length:</td><td style="text-align: right;">110cm</td></tr> <tr><td>6. Back Width:</td><td style="text-align: right;">44cm</td></tr> <tr><td>7. Sleeve Width:</td><td style="text-align: right;">84cm</td></tr> <tr><td>8. Three Quarter Coats, Vent length:</td><td style="text-align: right;">23cm</td></tr> <tr><td>9. Full length Coats, Vent length:</td><td style="text-align: right;">42cm</td></tr> <tr><td>10. Jackets:</td><td style="text-align: right;">20cm</td></tr> </table>	1. Size designation:	102cm	2. Chest:	119cm	3. Jacket, Back length:	76cm	4. Three Quarter Coats, Back length:	91cm	5. Full length Coats, Back length:	110cm	6. Back Width:	44cm	7. Sleeve Width:	84cm	8. Three Quarter Coats, Vent length:	23cm	9. Full length Coats, Vent length:	42cm	10. Jackets:	20cm
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10. Jackets:	20cm																				

Size :

Medium X 04 units

Large X 01 unit

X-Large X 02 units

XXX-Large X 01 unit

Small X 01 unit

Item No. 2
Dust Coat

NEW SPIRIT - NEW PRODUCTS - NEW TECHNOLOGY

'DON'T COMPROMISE ON SAFETY'

PROTECTIVE WORKWEAR

- ENG. OVERALLS
- CONTI.SUITS
- DUST COATS
- LADIES DRESSES
- REFLECTIVE TAPES

FABRICS AVAILABLE

- POLY COTTON
- 100% COTTON
- ACID RESISTANT
- FLAME RETARDENT

VARIOUS
COLOURS
AVAILABLE



SAB'S
WORKWEAR

SAB'S

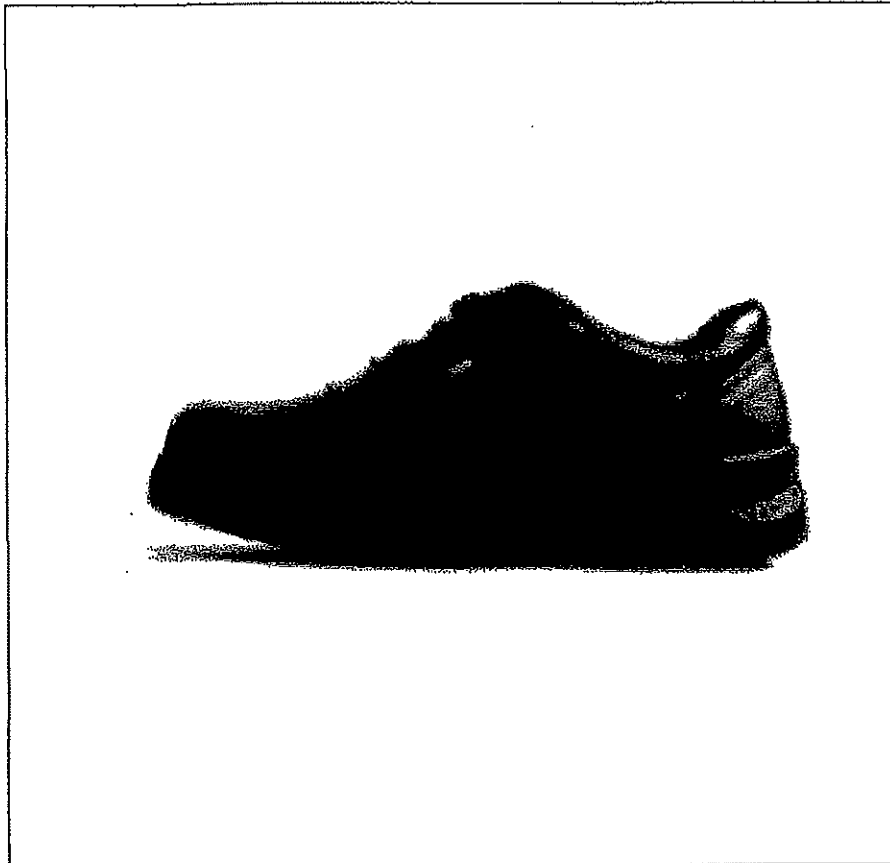
SANS 434

Protective Workwear • Personal Protective Equipment • Safety Footwear

Item No. 3

Catalogue no: 17

LADIES LACE – UP SHOE



STYLE:

- ❖ ANTI-SLIP OIL AND ACID RESISTANCE
- ❖ SOLE – PU 90 CELSIUS
- ❖ SPLIT BUFFALO LEATHER

SIZES:

- ❖ FROM 2-8

COLOUR: BLACK

Size 6

X 01 Pair

NEW SPIRIT - NEW PRODUCTS - NEW TECH

FEET NEED PROTECTION T



TW402S3



TW300S3



PS



PS 650



Premier Chelsea Black



Premier



ZN 1008



ZN 1009



CI



ROBION (Unisex)



LDS 500



LE

Protective Workwear • Personal Protective Equipment • S

Item No. 3

2	3100mm Wide x 500mm deep x 750mm high granite vanity wall hung unit with top twice cut out for sit-on basin (elsewhere measured) at prime cost of R 10,000 excluding VAT, delivered and installed including silicone sealant all around	100%
3	DADO RAILS	100%
4	2400mm Wide x 500mm deep x 750mm high granite vanity wall hung unit with top twice cut out for sit-on basin (elsewhere measured) at prime cost of R 19,000 excluding VAT, delivered and installed including silicone sealant all around	100%
5	Standard aluminium skirting fitted to drywall with skirting screws at 500mm centres	100%
6	Replace damaged power skirting covers matching to existing power skirting colour and type.	100%
7	90mm Profiled dado rail fixed with non-visible mechanical fixing to walls, including mitred corners	100%
8	White vinyl clad 1200 x 600 x 9mm gypsum board with foil back on "Donn T38" pre-painted exposed tee suspension system including main and cross tees, necessary hangers, grids, etc.	100%
9	Rhino Drywall" Steel stud partitioning with 12,5mm taper edge "Rhino board" on both sides and with joints butt jointed and finished with "Rhino tape" and suitable jointing compound	100%
10	CARPETS 500 x 500mm "Nexus Nexbac Berber Point 920" carpet tiles	100%
11	BLINDS 25mm Venetian aluminium blinds	100%

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the local Content Declaration Templates(Annexure C,D and E) audited and certified as correct? YES/NO

- 5.1 If yes, provide the following particulars:.....
- (a) Full Name of Auditor.....
 - (b) Practice number.....
 - (c) Telephone and cell number.....
 - (d) E-mail address:.....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer/Accounting Authority)

6. Where after the award of the bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard

**LOCAL CONTENT DECLARATION
REFER TO ANNEXURE B OF SATS 1286:2011**

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No.
ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the
following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % , as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	<input style="width: 95%;" type="text"/>
(E2)	Tender description:	<input style="width: 95%;" type="text"/>
(E3)	Designated products:	<input style="width: 95%;" type="text"/>
(E4)	Tender Authority:	<input style="width: 95%;" type="text"/>
(E5)	Tendering Entity name:	<input style="width: 95%;" type="text"/>

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

GENERAL CONDITIONS OF CONTRACT

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 Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
 (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*
 (ii) *it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.*
- 3.7. 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.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. 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.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

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. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/ submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations 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.

4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer fulfil their obligation.

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 NO 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; | (iv) a description and quantity or volume of the goods or services supplied; |
| (ii) the name and address of the recipient; | (v) the official department order number issued to the supplier; |
| (iii) an individual serialized number and the date upon which the tax invoice is issued; | (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. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

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:

$$Ps = 80 \left(1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right) \text{ Where}$$

- 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
applicable box)

(Tick

YES	NO	
-----	----	--

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

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	NO	
-----	----	--

Designated Group: An EME or QSE which is at last 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>

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