

## Quotation Advert

Opening Date: 27 SEPTEMBER 2022  
Closing Date: 04 OCTOBER 2022

Closing Time: 11:00

### INSTITUTION DETAILS

Institution Name: HLABISA HOSPITAL  
Province: KWAZULU NATAL  
Department or Entity: Department of Health  
Division or section: Central Supply Chain Management  
Place where goods / services is required: HLABISA HOSPITAL

Date Submitted

### ITEM CATEGORY AND DETAILS

Quotation Number: 26 SEPTEMBER 2022  
HLB: 163-22/23  
Item Category: SERVICES  
Item Description: SERVICING OF FIRE FIGHTING EQUIPMENT FOR HLABISA HOSPITAL AND SEVENTEEN CLINICS

### COMPULSORY BRIEFING SESSION / SITE VISIT

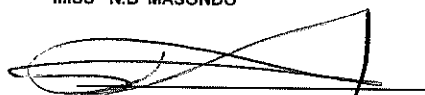
Select Type: NOT APPLICABLE  
Date:   
Time:   
Venue:   
QUOTES CAN BE COLLECTED FROM: 60 SAUNDERS STREET, HLABISA HOSPITAL  
SCM NEW BULDING  
QUOTES SHOULD BE DELIVERED TO: 60 SAUNDERS STREET, HLABISA HOSPITAL  
MAINGATE TENDERBOX

### ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: N.L DLAMINI  
Email: hlabisa.quotations@gmail.com  
Contact Number: 035 838 8676

Finance Manager Name: MISS N.B MASONDO

Finance Manager Signature:



No late quotes will be considered



**OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R30 000**

QUOTE NUMBER: HLB:163-22/23 .....

DESCRIPTION: SERVICE FOR FIRE FIGHTING EQUIPMENT .....

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
		SERVICING OF FIRE FIGHTING EQUIPMENT				
	06	MACABUZELA CLINIC				
	07	NKUNDUSI CLINIC				
	06	GATEWAY CLINIC				
	07	SOMKHELE CLINIC				
	05	NTONDWENI CLINIC				
	07	MPUKUNYONI CLINIC				
	09	MADWALENI CLINIC				
	06	INHLWATHI CLINIC				
	05	MTUBA FIXED CLINIC				
	12	ESIYEMBENI CLINIC				
	05	MPEMBENI CLINIC				
	06	MAKHOWE CLINIC				
	06	MACHIBINI CLINIC				
	08	GUNJANENI CLINIC				
	12	SIPHOSUNGU CLINIC				
	07	KWAMSANE CLINIC				
	03	EZWENELISHA CLINIC				
		HLABISA HOSPITAL: 9KG:100, CO2:19, 4,5KG:58				
		WATER HYDRANT:23, HOSE REEL:34				
		*SPECIFICATION ATTACHED				
		*SBD 8 MUST BE COMPLETED AND RETURNED				
		BACK WITH THE DOCUMENT				
		QUOTATION DOCUMENT CAN BE EMAILED OR				
		FAXED AT YOUR OWN RISK DUE TO NETWORK				
		CHALLENGE				
<b>VALUE ADDED TAX @ 15% (Only if VAT Vendor)</b>						
<b>TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)</b>						

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><b>Enquiries regarding the quote may be directed to:</b></p> <p>Contact Person: N.L DLAMINI ..... Tel: 035 838 8676</p> <p>E-Mail Address: hlabisa.quotations@gmail.com .....</p>	<p><b>Enquiries regarding technical information may be directed to:</b></p> <p>Contact Person: N.S MANYANGA ..... Tel: 035 838 8624</p>
--	---



## SPECIFICATION FOR SERVICE/REPAIR OF FIRE FIGHTING EQUIPMENT (HOSE REELS, FIRE EXTINGUISHERS AND FIRE HYDRANT)

### DESCRIPTION

This quotation shall be for the complete inspection, servicing, prevention maintenance and repair of firefighting Equipment's. This specification calls for the service of fire-fighting equipment in the Hospital and external clinics. The specification shall be read in conjunction with the Occupational Health and Safety Act (no.85 of 1993), the SANS1475 and all other related regulations and standards.

### 1. SCOPE OF WORK

- 1.1. The scope of work shall be in accordance with SANS 1475-1
- 1.2. The equipment's must be replaced by the similar unit on loan to the institution at no cost to the institution, until such time as the removed equipment s has been serviced, returned and reinstalled.
- 1.3. Weigh the portable fire extinguisher, according to the manufactures instructions, and check the total mass against that recorded when last serviced.
- 1.4. inspect for corrosion, dents, gouges, or damages that could impair the safe operation of the portable fire extinguisher
- 1.5. checks discharge hoses and nozzle for condition and fitness for the use and ensure that the nozzle or hose, or both are unobstructed and not cracked, worn, or damaged
- 1.6. Examine the portable fire extinguisher externally
- 1.7. to repair the hose, nozzle, weight and working pressure of the fire extinguisher and apply corrective action required
- 1.8. Opens the portable fire extinguisher by unscrewing the top cap and remove the external gas cartridge.
- 1.9. Examine the powder in the portable to check that there are no visual signs of caking, lumps or foreign bodies.
- 1.10 Replace all defective seals and test for the leakage
- 1.11 Clean the external cylinder of the extinguisher and paint to match the red colour
- 1.12 To repair or replace stop cock, hose, nozzle and frame
- 1.13 To repair or replacement of piping or lacking of water supply and be reported to the institutional responsible person.
- 1.14 Quantify and check against bill of quantities
- 1.15 the hose reel and fire hydrant maintenance work shall be form stopcock upward
- 1.16 Conduct visual inspection on identified equipment
- 1.17 replaces head assembly, depressurize and replace cylinder or entire extinguisher
- 1.18 Examines the gas cartridge externally for corrosion or damage. if replacement is necessary, replace in accordance with manufacture instruction. Weigh the gas cartridge in accordance with the manufactures instructions. Empty and recharge to correct mass with correct powder
- 1.19 Reassemble and refill the portable fire extinguisher where relevant
- 1.20 Renew relevant O-rings, washers and hose diaphragm
- 1.21 Refit the safety device (device to prevent inadvertent operation) and fit safety seal as necessary
- 1.22 Check the frame and mounting bolts

- 1.23 Checks that the hose reel rotates freely. Using one hand only, rotate hose reel drum in each direction. if drum does not rotate with ease , unroll the hose and replace the gland and packing where applicable ,or lubricate the shaft and O-ring. Check the drum Discs.
- 1.24 check that the fire hose is of the correct length and has no joints
- 1.25 Check the condition of the fire hose to ensure that it is in good condition and is securely fitted. Hose ends should be clean cut and show no signs of deterioration
- 1.26 Check whether the hose can withstand the pressure in the supply main,
- 1.27 Examines all water seals for signs of leaks. If leaking from the stuffing box, adjust fasteners equally until leaks halts (hose reel must continue to rotate freely)or replace gland packing taking into account the lubrication required.
- 1.28 Checks the shut-off nozzle.
- 1.29 Check the hydrant standpipe
- 1.30 Seal the hydrant valve
- 1.31 Conduct nozzle leak tests
- 1.32 Lubricate treaded and operational parts
- 1.33 Verify and check pressure indicating devices
- 1.34 Paints the reel frame to match the existing red colour
- 1.35 attached service label and locate equipment correctly
- 1.36 Provides full written report for the service of the hose reels that include flow rate and static pressure. Result for each equipment
- 1.37 Provide condemning certificate for each equipment when required.

**NB: After completion of the service, a label bearing the name of the service Company, Date of service, Date of the next service signature and certificate bearing the competency number of the person who carried out the service/ repair shall be affixed to each item of firefighting equipment. Contractor must be SABS register.KI  
Issued firefighting**

## 2. General condition

- 2.1. Contactors are required to complete the schedule of rate I full and failure to do so may invalidate their quotation. The charges/rate will remain duration of the services
- 2.2. The proof of CIDB grading must be submitted on the closing date of the quotation. **Failure to submit will invalidate the quotation for further consideration.**
- 2.3. The bidder will require providing an efficient service. Therefore, the bidder is required to submit proof that that he/she has the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of the past experience of owners/employees of new entities must accompany the quotation document. Alternatively, the bidder must submit a project execution plan that the company will utilize to successfully execute the contract in terms of manpower, machinery, process control and infrastructure
- 2.4. The institution is fully functional and occupied. Care must be exercised that daily functioning of the institution and safety of staff, patients and visitors is not compromised in any way. Public liability insurance is recommended to cover any?
- 2.5. The successful contractor shall not assign this contract or sub-let any portion thereof to any other company, firm or person, unless prior written approval has been obtained from the Maintenance Manager.
- 2.6. The technicians servicing the equipment must be registered with SAQCC (South African Qualification Committee for the fire industry) **NOTE:** A copy of these certificates must be furnished with this quotation.
- 2.7. Should equipment require any interim maintenance, for example, recharge after use (between the annual services), rates tendered herein will apply to such interim services/ maintenance as if such item service/ maintenance were an annual service.
- 2.8. If any unit fails to operate when required due to negligence of the contractor, the unit shall be repaired or brought back into fully operational use as soon as possible thereof at no cost to the institution.

---

• KINDLY RETURN ALL DOCUMENTATION WHEN REPLYING

NSN

- 2.9. CO2 to be pressure tested every five (5) years and others every three (3) years. Should a unit require pressure testing then this unit shall be priced accordingly and this to be included in the service.
- 2.10. The service price quoted ( as in Quotation Price, page 1) will include Service, Recharge, Pressure/ Hydrostatic Test, Hose Testing and all necessary repairs' and spares and replacement of damaged, worn or missing parts.
- 2.11. The service/ maintenance performed to each unit will include for all/ any spares/ repairs required ensuring 100% working condition of the apparatus.
- 2.12. All spares replaced or removed to be handed to the Maintenance Manager and a receipt obtained thereof

### **3. MAINTENANCE AND REPAIRS INSTRUCTIONS**

- 3.1. All servicing of Extinguishers, Hose reels and Hydrants shall conform to SABS 1475, 0105,019 and 1576 Standards as amended.
- 3.2. All Hoses shall be serviced and maintained according to their relevant SABS Codes.
- 3.3. The successful bidder and/ or his/her Technicians will be responsible to the maintenance manager and will receive the instructions for repairs to faulty equipment solely from the Maintenance Manager or his duly appointed representative. Nay faulty equipment found during the service must be only be reported to the Maintenance Manager or his duly appointed representative.
- 3.4. All normal servicing/ maintenance shall be carried out during the hour's normal worked by the institution
- 3.5. The successful contractor shall have adequately sized organization and sufficient competent personnel including technicians to carry out the servicing and repairs'. The successful contractor shall supply the technician when called upon to do so to carry out emergency repair work during normal working hours between the annual services.
- 3.6. The successful bidder shall, on the arrival and before any servicing/ maintenance are carried out, report to the maintenance manager or his duly appointed representative. Also, on completion of the service the contractor shall again report the maintenance manager and record the details of the service in the Fire Fighting Equipment Service Log book.
- 3.7. The contractor shall provide the written certificates for units which have pressure/ Hydrostatic Tested in terms of the Act and over and above affix test plate to the serviced unit. Similar written certificate to be issues condemned units with reason as well as a serial number or unit number.
- 3.8. The successful contractor may be required by the institution to conduct training sessions of the intuitional staff in the form of handling fire extinguishers units/ fire hoses only. This is to be done by prior arrangement with the Maintenance Manager. The training exercises to be carried out o institutional premises
- 3.9. **Preference will be given to bidder who has registered offices/ workshops within the borders of the Province of KwaZulu Natal. This is an effort to reduce response times to call outs for breakdowns in the more remote areas of the Province.**

### **4. Note to contractor**

- 4.1. Servicing on all equipment to be completed within 15 working days from receiving an official order
- 4.2. Applicable service schedules to be completed on each specific type of equipment on site by technician while with actual service: **NB: original service schedules to be signed on daily basis, by technician and maintenance Manager and the completed schedule must be left with the maintenance manager onsite.**
- 4.3. Please take note that during the servicing of equipment, these service schedules replaces the normal job cards.

---

• KINDLY RETURN ALL DOCUMENTATION WHEN REPLYING

*NSM*

- 4.4. This office to be notified in advance to arrange for an onsite inspection after completion of the servicing so as to finalize the payment. no payment will be done should incomplete service schedules be handed in on completion
- 4.5. No additional work to be done on servicing order. A detailed quotation for after service repairs must be submitted whereby if approved a separate order will be issued to cover the repairs.

**5. PREVENTATIVE MAINTANACE SERVICE**

- 5.1 The appointed service provider will provider (major service) on a once off
- 5.2 As per manufacture recommendation of the specified equipment. This is in accordance with procedure contained in maintenance schedules
- 5.3 Service schedule for all equipment must be filled all the time by technician's onsite and submitted to chief artisan.
- 5.4 This items will be attended require by legislation under the occupational health and safety Act! 1993 and on instruction by **Hlabisa District Hospital.**

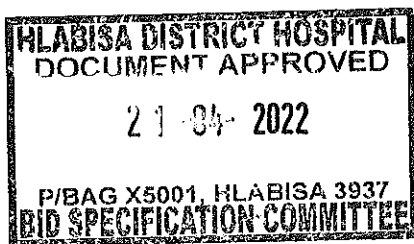
**6. EMERGENCY REPAIRS**

- 6.1 contractor will ensure that all emergency call out are treated as a priority will be attended to as soon as possible with 24 hours when being notified by Hlabisa district hospital
- 6.2 The equipment **will be service ONCE OFF**
- 6.3 major service of firefighting equipment as per manufacture recommendations and schedule

Name of the company: \_\_\_\_\_

Date : \_\_\_\_\_

Signature : \_\_\_\_\_




---

• KINDLY RETURN ALL DOCUMENTATION WHEN REPLYING

*NSM*





## 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 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 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.**

## TAX INVOICE

10.3. 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.                            |

## 11. 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.

## 12. PENALTIES

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.
- 12.4. 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.

## 13. TERMINATION FOR DEFAULT

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.

## 14. 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:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<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:

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

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = 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 Contributor 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 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.

<b>WITNESSES</b>
1. ....
2. ....

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

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,  
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION  
PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**