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AdvertQuote

KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 2022-09-30

Closing Date: 2022-10-07

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: RK Khan hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required RK Khan hospital

Date Submitted 2022-09-30

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:
317/22-23

Item Category: Goods

Item Description: Supply and Install Heavy Duty industrial tumble dryer
Re Advertised

Quantity (if supplies) 01 Unit

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Select...

Date :

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: WEBSITE

QUOTES SHOULD BE DELIVERED TO: RK Khan Hospital - Tender Box - next to Main Entrance Gate

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Maud Khumalo

Email: maud.khumalo@kznhealth.gov.za

Contact Number: 031 459-6300

Finance Manager Name:

Mr ID Mveza

Finance Manager Signature:



No late quotes will be considered

ZNQ: 317/22-23

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: RK KHAN HOSPITAL

DATE ADVERTISED: 30 SEPTEMBER 2022 CLOSING DATE: 07 OCTOBER 2022 CLOSING TIME: 11:00

FACSIMILE NUMBER: 031 403 73333 E-MAIL ADDRESS: maud.khumalo@kznhealth.gov.za

PHYSICAL ADDRESS: 336 RK K HAN CIRCLE - WESTCLIFF - CHATSWORTH - 4092

QUOTE NUMBER: ZNQ / RKK / 317 / 22 - 23

DESCRIPTION: SUPPLY AND INSTALL HEAVY DUTY INDUSTRIAL TUMBLE DRYER - 23 TO 25 KG

CONTRACT PERIOD: ONCE OFF (if applicable) VALIDITY PERIOD 60 Days SARS PIN:

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. M A A A

UNIQUE REGISTRATION REFERENCE

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)

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.

QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RETYPED)

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 MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER..... FACSIMILE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER (if VAT vendor)

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES NO [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

DESCRIPTION: SUPPLY AND INSTALL HEAVY DUTY INDUSTRIAL TUMBLE DRYER - 23 TO 25 KG

SIGNATURE OF BIDDER DATE.....
 [By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED.....

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
1	01 UNIT	SUPPLY AND INSTALL HEAVY DUTY INDUSTRIAL TUMBLE DRYER SIZE : 23 TO 25KG				
		AS PER ATTACHED SPEC				
		N.B : DECLARATION FORMS,CSD NO.,UNIQUE REG SUBMIT BBBEE VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT,THE CERTIFICATE MUST BE SANAS APPROVED, MUST BE SUBMITTED WITH QUOTATION				
		N.B : SAMPLE TO BE PROVIDED UPON REQUEST BY INSTITUTION VIA EMAIL UPON REQUEST THE SAMPLE MUST BE DROPPED WITHIN 5 WORKING DAYS, FAILUER TO SUBMIT UPON REQUEST PERIOD THE SUPPLIER WILL BE DUSQUALIFIED				
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: N MAKHAYE Tel: 031 459 6301</p> <p>E-Mail Address: nomsa.makhaye@kznhealth.gov.za</p>	<p>Enquiries regarding technical information may be directed to:</p> <p>Contact Person: S.C.MADLALA Tel: 031 459-6306</p>
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HEAVY DUTY INDUSTRIAL TUMBLE DRYER

1. SCOPE OF CONTRACT

This contract calls for the Supply and Installation of a 23 to 25 KG Heavy duty industrial tumble dryer as per schedule in terms of this section of the project which comprises the supply and installation of *all the materials necessary, as per the Bill of Quantities.*

2. SCOPE OF WORK

2.1. Installation of 23 to 25 kg Industrial tumble dryer supplied as per technical specification requirements.

2.2. Upgrade electrical power supply inclusive of the supply of cables and necessary materials as per technical specification requirements.

2.3. Commission installation to ensure that the installation operates as per manufacturer and end user requirements.

2.4. Once successful, train Laundry staff and maintenance team on the tumble dryer operation and trouble shooting.

2.5. Structural works

The Successful bidder must:

- Provide total weight (in Kilograms) of the proposed Industrial tumble dryer,
- Provide outer dimensions of the proposed washer extractor (L x W x H) in meters,
- Based on the above the contractor will provide the required plinth size ,strength (MPa), construction design (incl. plinth material and density)

NB:

- The plinth will be constructed by the contractor ,
- During construction of the plinth, the **contractor** must position and erect the tumble dryer base,
- The base must be made of steel, welded together by continuous welds and have provision for mounting the tumble dryer (bolts and nuts),
- The tumble dryer must be able to be removed from the base by means of unbolting it,
- The base must be within outer dimensions of the tumble dryer,
- After the plinth has dried up and required strength reached, the base must be coated for corrosion protection and be painted black on the outside.

ZM81-317/22-23

2.6. Mechanical works:

The Successful bidder must:

- Mount and secure the tumble dryer onto the base,
- Connect exhaust pipe (diameter recommended by OEM). The existing Brick wall may need to be opened up to achieve this.
- The waste water(grey water) is required to be tied to the existing waste water line.
- All equipment offered must be of a make and type freely available in South Africa for which local agents carry adequate stocks of spares.
- All materials used shall be SABS approved, and Steam connections and material used shall be SABS and SANS compliant.

2.7. Electrical works:

Cable Specification	
Length (m)	30
Cores	3 core (+ Earth and Neutral) -5 wire
Cross Section Area (XSA)	16 mm ²
Conductor	Copper
Construction/Insulation	PVC SWA (Armoured cable – Preferably flame retardant)
Cable tags	Identification tags
Voltage	400VAC
Max Current rating	80A
Cable mounting	In air and in tray
Protection	
Moulded Case Circuit Breaker	80A (D-Curve Large Frame breaker)

- Use existing power supply to install and mount a panel with 1 dedicated 3 phase circuit breaker, ratings as recommended by Original Equipment Manufacturer (OEM).
- Label on the circuit breaker to indicate "Tumble Dryer"
- Mount the panel in an acceptable place, taking into account the moist environment. Have the panel adequately protected (correct IP rating)
- Connect the tumble dryer to its dedicated circuit breaker,
- Route and mount the electrical cable neatly in a tray.
- Mount 3 phase 60 Amp isolator in a water-proof enclosure 1600 mm above floor level.
- Supply and install flexible conduit with single core 5 wire supply from the isolator to the tumble dryer.
- All wiring shall compliant with the SABS 0142 –Code of Practice for wiring.
- All equipment offered must be of a make and type freely available in South Africa for which local agents carry adequate stocks of spares.
- All materials used shall be SABS approved.
- All materials and equipment removed from existing installation to be delivered to Maintenance Workshop and signed over to the Chief Artisan.

3. TECHNICAL SPECIFICATION

- **Capacity:** approx. 23 to 25 kg (but not less).
- **Drum volume:** approx. 530 litres (+/- 5%)
- **Drum material:** Galvanized sheet metal steel.
- **Drum diameter:** approx. 939mm (+/- 5%)
- **Drum depth:** approx. 762mm (+/- 5%)
- **Machine width:** approx. 981mm (+/- 5%)
- **Machine height:** approx. 1946mm (+/- 5%)
- **Net weight:** 240 to 300 kg
- **Operation:** Microprocessor control
- **Temperature control:** Variable
- **Number of motors:** 2 (1x 0.38 KW and 1 x 0.24 KW)
- **Exhaust outlet:** 200 mm and above.
- **Air flow:** 350 litres/ sec and above.
- **Steam connection:** 19mm
- **Heating element:** +/- 30 KW
- **Electrical rating:** 380 V, 50hz, 3 phase

Function and features:

- 30 factory preset or customised cycles
- Cycle flexibility and programmable temperatures for different types of fabrics
- Reverse action to prevent tangles in large items
- Controls must be adjustable to produce minimum dry times and maximise linen life
- High performance heat system and heater box
- Nine 'apre-treat' stages for increased corrosion resistance on embossed steel.
- Chassis must have Electrostatically applied paint, baked to maximize corrosion resistance
- Large, easily accessible lint compartment for easy cleaning.
- Reversible door
- Belt driven motor
- Over- dry protection

4. COMMISSIONING:

- Once successful, commission the tumble dryer
- Optimise the system as much as possible, to achieve best drying cycle times,
- Once successful, train Laundry staff and maintenance team on extractor washer operation and trouble shooting

5. REQUIRED DOCUMENTATION:

- Compile and issue SOP (Safe/Standard Operating Procedure) to Laundry Manager no later than 48hours of successful commissioning and training.
- Safety file
- Compile and issue trouble shooting guide and preventative and corrective maintenance activities to Maintenance manager, no later than 72 hours of successful commissioning and training. These will be reviewed by Engineering (Head Office) before accepted by the Maintenance Manager.
- Provide Industrial tumble dryer manual as issued by OEM.
- A critical spares list to be provided for all installed equipment.

6. BILL OF QUANTITIES: SCHEDULE OF RATES

WORK TO BE DONE AND SCHEDULE OF PRICES:

Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL	
				R	C	R	C
	<p>NOTE:</p> <p>All rates for items contained in this Schedule of Prices must be computed excluding the applicable Sales Tax.</p> <p>The Administration reserves the right to Negotiate prices in the Bill of Quantities.</p>						
	<p>INSTITUTION: R K KHAN HOSPITAL</p> <p>SERVICE: SUPPLY AND INSTALL INDUSTRIAL TUMBLE DRYER</p> <p>All rates quoted shall be inclusive of transport, labour and profit.</p> <p>The Tenderer is advised that the buildings are Occupied.</p>						
	<p>PROPRIETARY ARTICLES:</p> <p>All equipment and material used in this contract shall be that which is specified or other approved.</p>						
a)	Supply 23 to 25kg tumble dryer	item	1				
b)	Installation of tumble dryer (incl. electrical connection and exhaust outlet per specifications)	item	1				
c)	Supply and install electrical power supply (incl. cable, circuit breakers, isolators, Cable tray as per specification)	item	1				
d)	Removal of existing tumble dryer unit and decommission (provide certificates)	item	1				
e)	Allow for extension of concrete base (dimensions to be determined by product being offered)	M ²	1				
f)	Allow for service within 1 year warranty period	Item	1				
g)	Safety file	Item	1				
Carried to official price page where 15% VAT may be added						R	

7. CONDITIONS OF CONTRACT

7.1. Contractors are advised to visit the site and take specific measurements before submitting quotes.

7.2. Storage of all materials will be at contractors' risk.

7.3. All necessary safety precautions are to be observed.

7.4. The commencement of the works is to be 2 weeks from the date of the official order.

7.5. All work is to be guaranteed for 12 months from date of completion.

7.6. All materials used shall be S.A.B.S. approved.

7.7. All works carried out is to be to the entire satisfaction of the CEO or his/ her appointed representative.

7.8. Contractors are advised to provide professional tradesmen. **(provide certificates of qualifications)**

7.9. Contractors are advised to be registered with the **C.I.D.B. for Mechanical (ME) and Electrical (EB/EP)**

7.10. Contractors to supervise and monitor staff at all times.

7.11. Quotations are to be deposited at the Hospital Main Entrance, Security.

7.12. Tender document will be handed out during the site meeting,

Telephone (Technical) – Mr. K.S. Pillay on (031) 4596145.

CHIEF ARTISAN <i>Ma</i>
MAINTENANCE DEPARTMENT R.K. KHAN HOSPITAL PRIVATE BAG X004 CHATSWORTH 4030
DATE: <i>29/05/2022</i>

COMPANY STAMP

Compulsory:

- 1) Kindly complete the bill of quantities and the official price page in full.
- 2) Attach proof or recommendations of work done of a similar scope, value and capacity.
- 3) Kindly attach banks statements with financial capacity to complete the works reflected as per the final price submitted.
- 4) Kindly attach catalogues/ brochures of items being offered with complete specifications.

Failure to comply with the above will result in disqualification

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 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:

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

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = 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>
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<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>
