

## Quotation Advert

**Opening Date:** 2020 / 11 / 09  
**Closing Date:** 2020 / 11 / 17  
**Closing Time:** 11:00

### INSTITUTION DETAILS

**Institution Name:** RK Khan Hospital  
**Province:** KwaZulu-Natal  
**Department or Entity:** Department of Health  
**Division or Section:** Supply Chain Management  
**Place where goods / Services is required** R.K KHAN HOSPITAL  
**Date Submitted** 2020 / 11 / 04

### ITEM CATEGORY AND DETAILS

**Quotation Number:** ZNQ: 477/20-21  
**Item Category:** Goods  
**Item Description:** CLEANING OF DIESEL  
TANKS

**Quantity (if supplies)** 09 UNITS.

### COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Select...  
**Date :** 2020 / 11 / 12  
**Time:** 10:30  
**Venue:** R.K KHAN HOSPITAL - MAINTENANCE

**QUOTES CAN BE COLLECTED FROM:**

UPLOADED ON SITE PRINT AND SUBMIT

FORMS CAN BE PRINTED ON-LINE OR PICKED UP FROM THE PRINTING ROOM, R.K. KHAN HOSPITAL

**QUOTES SHOULD BE DELIVERED TO:**

COMPLETED QUOTATIONS CAN BE DROPPED OFF IN THE TENDER BOX, R.K. KHAN HOSPITAL OR FAXED TO 0314037333.

**Name:**

Mrs M Khumalo

**Email:**

maud.khumalo@kznhealth.gov.za

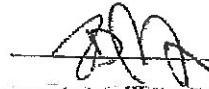
**Contact Number:**

031 459 6300

**Finance Manager Name:**

MRIDMYEZA

**Finance Manager Signature:**



**No late quotes will be considered**

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: R.K KHAN HOSPITAL

DATE ADVERTISED: 09 NOVEMBER 2020 CLOSING DATE: 17 NOVEMBER 2020 CLOSING TIME: 11:00

FACSIMILE NUMBER: 031 403 7333 E-MAIL ADDRESS: mnqobi.mthethwa@kznhealth.gov.za

PHYSICAL ADDRESS: 336 R.K KHAN CIRCLE, WESTCLIFF, CHATSWORTH - 4092

ZNQ NUMBER: 477/20-21

DESCRIPTION: CLEANING OF DIESEL TANKS

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

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

[illegible]

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. E.G. 1day, 1week

E-Mail Address: [mngobi.mthethwa@kznhealth.gov.za](mailto:mngobi.mthethwa@kznhealth.gov.za)

Contact Person: **K PILLAY**.....Tel: **0314596145**



health

Department  
Health  
PROVINCE OF KWAZULU-NATAL

R K KHAN HOSPITAL

**SPECIFICATION:**

**CLEANING OF DIESEL TANKS**

**DIESEL TANK SCHEDULE:-**

LOCATION	GENERATOR NO.	TYPE	CAPACITY(litres)
BOILER HOUSE	1	Generator	2000
		Above ground storage tanks x2	4000(combined)
		In containerized generator	1000
ADMINISTRATION	2	Wall-mounted storage tank	650
		Generator base	1000
NURSES' HOME	3	Stainless steel storage tank	1000
P-BLOCK	4	Above ground storage tank	9000
		Generator base	1000

**TOTAL NUMBER OF TANKS = 9**

Scope of works and detailed specification as per circular G198/2016 Department of Health – Infrastructure on next page.

R K KHAN HOSPITAL



health

Department:  
Health

PROVINCE OF KWAZULU-NATAL

INFRASTRUCTURE DEVELOPMENT

Private Bag X9051  
191 Peter Kerchhoff Street  
Pietermaritzburg 3200  
Tel.: 033 341 7000 Fax: 033 345 4370  
Email: vaughn.stevens@kznhealth.gov.za  
www.kznhealth.gov.za

Ref: 4/6/3/1 Main  
Enq: Mr. V. Stevens  
Tel: 033 341 7042

To:  
All District Managers  
All Hospital CEO's  
All CHC Managers  
All Institutional Heads

Circular No. Gx86/2013

**INSTITUTIONAL EMERGENCY POWER GENERATION – REMEDIAL ACTION FOR DIESEL FUEL AND DIESEL FUEL STORAGE TANKS.**

It has come to the attention of this office that some institutions are failing to adequately care for the diesel fuel that is stored on site in bulk tanks holding 2000 litres or more for use by the emergency power generators.

In order to minimise the occurrence of emergency power generators failing to operate due to contaminated diesel fuel during times of Eskom / Municipal power failures / outages the affected institutions shall on an **ANNUAL** basis introduce a regime of fuel tank cleaning and in situ diesel fuel reconditioning using the attached specification and diesel fuel analysis test sheet when calling for bids.

The institutions are strongly advised to implement this regime as soon as possible to avoid any malpractice claims due to the non-performance of the essential plant and equipment. All costs must be claimed against the institutional maintenance budget.

Failure to adhere to this annual procedure could destroy the generator motor due to water and dirt entering the motor from the fuel tanks. The current average cost to replace generators is in the region of R 750 000.00 inclusive. The institutions shall be held accountable for any losses incurred should the regime of diesel fuel reconditioning and diesel fuel storage tank cleaning not be carried out regularly.

The specification and fuel analysis test sheet is also located on the Intranet home page under the heading: Head Office Components - Infrastructure Development - Circulars.

MR. B. GCABA  
GENERAL MANAGER;  
INFRASTRUCTURE DEVELOPMENT

30/9/2013  
DATE:

R K KHAN HOSPITAL



health

Department:  
Health  
PROVINCE OF KWAZULU-NATAL

INFRASTRUCTURE DEVELOPMENT

Private Bag X9051  
191 Peter Kerchhoff Street  
Pietermaritzburg 3200  
Tel.: 033 341 7000 Fax, 033 345 4370  
Email: [vaughn.stevens@kznhealth.gov.za](mailto:vaughn.stevens@kznhealth.gov.za)  
[www.kznhealth.gov.za](http://www.kznhealth.gov.za)

**Specification for tank cleaning and fuel remediation services to in situ diesel fuel generator storage tanks**

**SCOPE OF WORK:**

The Contractor shall provide the following:

1. Draw two bottom of diesel tank samples of the diesel fuel prior to the commencement of the cleaning of the tanks. Samples shall be drawn utilising recognised diesel tank sampling equipment as per the SANS procedure.
2. Samples shall be drawn from the tanks and sealed in the presence of the clients duly appointed representative.
3. All samples shall be clearly labeled detailing client, date, location and tank type and volume.
4. One sample to be supplied to the client the other to be sent to a recognised independent testing facility for SANS 342 analysis.
5. Provide tank cleaning and fuel remediation services to the diesel tanks which will remove/remediate the following:
  - a) Tank bottom debris
  - b) Free water, emulsified and entrained water
  - c) Solid contaminants  
build up / accumulation on tank walls and if applicable on baffles, supports
  - e) Generate minimal waste/disposal of fuel of less than 1% of tank capacity (excluding water and inorganic debris).

Upon completion of the service:

- .....es again as per items 1-4 above.
- Provide a report confirming completion and successful remediation and cleaning.
  - Provide a certificate stipulating volumes of waste contaminant removed from each tank and a safe disposal certificate from an accredited waste disposal facility for such waste.
  - Provide an independent SANS 342 laboratory analysis confirming fuels remediation status per tank (excluding sulphur content compliance and raising of flashpoint levels) as per attached Analysis Report Form.

## R K KHAN HOSPITAL

### **CONTRACTOR WILL FURTHER ENSURE:**

Compliance with all legislated safety requirements pertaining to in situ sampling, diesel tank cleaning, fuel remediation and client's site specific requirements pertaining to safety and authorisation.

Utilise proven accredited tank cleaning and fuel remediation equipment and technology that has:

- A processing flow rate of no less than 1:8 to tank volume ratio.
- Full spectrum water extraction capability (free, entrained and emulsified).
- BV accredited or similar Induction Conditioning fuel remediation technology.
- Three phase filtration and separation filtration down to 3 micron.
- Metallic particulate extraction.

Service crews / personnel are trained and accredited tank cleaning operators suitably skilled in system operation fuel remediation procedures and safety requirements.



R K KHAN HOSPITAL

**Emergency Power Generator Diesel Fuel Analysis Report**

**SANS 17025: 2005**

Institution: _____
Make and Model of Generator: _____ (One report per generator)
Location of generator: _____
Generator Serial Number: _____

Name of Company conducting cleaning regime and collecting of samples: _____
Name of Technician: _____
Sample Date: _____
Received Date: _____
Reported Date: _____
Type of Sample Container used: _____
Volume of sample taken in ml: _____
Fuel Sample ID Code: _____

Name of Laboratory conducting testing regime: _____
SANAS Accreditation Number: _____
Name of Technician: _____
Sample Date: _____
Received Date: _____
Reported Date: _____

**NOTE: One test analysis sheet to accompany each individual fuel sample.**

**Each test analysis sheet and fuel sample to have the same ID code.**

**Test results shall be returned to the relevant institution and a copy thereof supplied to the office of the Manager - KZN DoH Infrastructure Development prior to payment being made to the Service Provider.**

**Provide a certificate stipulating volumes of waste contaminant removed from each tank and a safe disposal certificate from an accredited waste disposal facility for such waste. A copy thereof supplied to the office of the Manager - KZN DoH Infrastructure Development.**

# R K KHAN HOSPITAL

## Test Results

Tests	Sample No:		SANS 342:2006 Specification	
	Results	Units	Limits	Comments
Density @ 20°C (ASTM D 7042)*		Kg/L	0.800 min	
Viscosity @ 40°C (ASTM D7042)*		cST	2.2-5.3	
Flashpoint (ASTM D 93)*		°C	55 min	
Water Content (ASTM D604)		%	0.05 max	
90% Recovery Temp. (ASTM D86)*		°C	362 max	
Total Contamination (IP40)*		Mg/Kg	24 max	
Sulphur (ASTM D4294)*		ppm	500 max	
Residue (ASTM D86)*		%		
Cetane Index (ASTM D976)*				
* Not an Accredited SANAS Method				

## Visual Inspection / Additional Tests

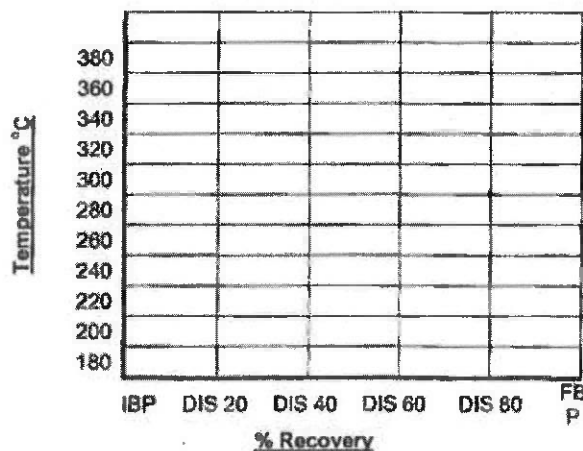
	Unit	Result	Comments
Free Water			
Colour			
Appearance			
Bacteria Content			
Total Acid Number	mgKOH/g		
IP Contamination			

## Distillation & Graph

Insert reading in relevant column on left and project values onto the graph on right

### Distillation Data

IBP	
10	
20	
30	
40	
50	
60	
70	
80	
90	
FBP	
Rec %	



### Diagnosis / Remarks

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RESULT: PASS / FAIL (circle relevant item)

Name & Signature  
Laboratory Technician

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

Company Stamp

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quote(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quote.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

- 2.1. Full Name of bidder/representative..... 2.4. Company Registration Number: .....  
 2.2. Identity Number: ..... 2.5. Tax Reference Number: .....  
 2.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): 2.6. VAT Registration Number: .....

- 2.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below. [TICK APPLICABLE]

- 2.8. Are you or any person connected with the bidder presently employed by the state? YES ☐ NO ☐

- 2.8.1. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed:.....

Position occupied in the state institution: .....Any other particulars:.....

- 2.8.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES ☐ NO ☐

- 2.8.2.1. If yes, did you attach proof of such authority to the quote document?

*(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.)*

- 2.8.2.2. If no, furnish reasons for non-submission of such proof: .....

- 2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES ☐ NO ☐

- 2.9.1. If so, furnish particulars:.....

- 2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quote? YES ☐ NO ☐

- 2.10.1. If so, furnish particulars:.....

- 2.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this quote? YES ☐ NO ☐

- 2.11.1. If so, furnish particulars:.....

- 2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES ☐ NO ☐

- 2.12.1. If so, furnish particulars:.....

### 3. Full details of directors / trustees / members / shareholders.

NB: The Department Of Health will validate details of directors / trustees / members / shareholders on CSD. It is the suppliers' responsibility to ensure that their details are up-to-date and verified on CSD. If the Department cannot validate the information on CSD, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

## 4 DECLARATION

I, THE UNDERSIGNED (NAME)..... CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.

I ACCEPT THAT THE STATE MAY REJECT THE QUOTE OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Name of bidder	..... Signature	..... Position	..... Date
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<sup>1</sup>"State" means –

- |   |   |
|---|---|
| a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); | c) provincial legislature;                                    |
| b) any municipality or municipal entity;  | d) national Assembly or the national Council of provinces; or |
|   | e) Parliament.  |

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

## SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

### 1. AMENDMENT OF CONTRACT

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

### 2. CHANGE OF ADDRESS

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

### 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

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

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

### 5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

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

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

## 6. SAMPLES

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

## 7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

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

- (i) The institution has determined that a compulsory site meeting YES take place
- (ii) Date 12/11/2020 Time 10:30 Place Maintenance Ten Lounge

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

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

### 2. DEFINITIONS

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

$P_s$  = 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

(Tick applicable box)

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

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

- 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.

**WITNESSES**

1. ....

2. ....

**SIGNATURE(S) OF BIDDERS(S)**

DATE: .....

ADDRESS.....

.....  
.....