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HEALTH
REPUBLIC OF SOUTH AFRICA

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AdvertQuote



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 2021-11-30

Closing Date: 2021-12-07

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Dr Pixley ka Isaka Seme Memorial Hospital ▾

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: DR PIXLEY KA ISAKA SEME MEMORIAL

Date Submitted: 2021-11-30

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: 214
DPM 2021-22

Item Category: Goods ▾

Item Description: SUPPLY OF KITCHEN CHEMICALS

Quantity (if supplies): LIST ATTACHED

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable ▾

Date :

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: KZN HEALTH WEBSITE

QUOTES SHOULD BE DELIVERED TO: 310 JABU NDLOVU STREET OLD BOYS MODEL SCM TENDER BOX PMB,
EMAIL: quotations.scmho@kznhealth.gov.za

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: ZAMA DLADLA

Email: zamampembe.dladla@kznhealth.gov.za

Contact Number: 087 131 1783

Finance Manager Name: BM NTOMBELA

Finance Manager Signature:

No late-quotes will be considered

OFFICIAL PRICE PAGE FOR QUOTATIONS

QUOTE NUMBER: DPM 214/21-22

DESCRIPTION: KITCHEN CHEMICALS

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.		KITCHEN CHEMICALS SEE ATTACHED LIST				
		SPECIFICATION ATTACHED				
		all products must be in compiliant with SABS standard sample maybe requested for evalution purpose				
		Document to be submitted with current CSD summary report reflecting banking details , certified copy of B-BBEE certificate by verified agency and accredited by SANAS, tax clearance certificate or SARS pin,provide safety data sheet clearly specifying the SABS standard and brochure failure to attach will result to quote being disqualified				
		responses to be delivered :310 Jabu Ndlovu street, old boys model, quotation tender box OR email: quotations.scmho@kznhealth.gov.za				
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

Enquiries regarding the <u>quote</u> may be directed to: Contact Person: <u>ZAMA</u>Tel: <u>087 131 1783</u> E-Mail Address: <u>zamampembe.dladla@kznhealth.gov.za</u>	Enquiries regarding <u>technical information</u> may be directed to: Contact Person:Tel:.....
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FULL DESCRIPTION	UNIT	QUANTITY	AMOUNT quoted
Hygiene pathogen –test kits-surface swabs	Box of 100	01 box	
Stainless steel polish	2lt	18 units	
Anti-bacterial hand wash soap	800ml	304 units	
Medisure chlorinated disinfectant 6g	100 sachets in box	30 boxes	
Hand sanitiser	800ml	304 units	
Drain cleaner	25lt	06 units	
Dishwasher detergent	25lt	06 units	
Dishwasher rinse aid	25lt	06 units	
Food grade surface sanitiser	10lt	06 units	
Break up degreaser	5lt	12 units	
General purpose cleaner through cleaning of window	5lt	12 units	

Specification attached

FOOD SERVICE UNIT-Requires daily cleaning and sanitizing: CLEAN AS YOU GO

MSDS documentation must be in place as well as wall charts to assist staff in the operation of equipment

NOTE: All equipment and utensils used in food handling areas, and that might come into contact with food, shall be made of material that is non-absorbent, corrosion resistant and capable of withstanding repeated cleaning and disinfection. The material shall not transmit toxic substances, odour or off-taste, or cause colour changes.

Cleaning chemicals/ products must be SABS approved and Environmentally friendly and registered for use in a HACCP environment.

Safety data sheets


Technical data sheets

Installation and training on chemical use and safety for all staff must be part of the offering in both English and isiZulu: The following topics must be covered: training register, Certificate and course content

- Product knowledge of the chemicals in use and their applications
- Cleaning and sanitizing procedures
- Personal Hygiene & Handwashing
- Introduction to HACCP
- Cross contamination
- Good housekeeping

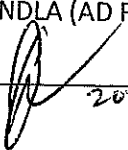
COMPILED BY:

S.L DUBAZANE (FOOD SERVICE MANAGER)



APPROVED BY:

S. T MAVUNDLA (AD FACILITY MANAGER)


_____ 2021/10/12

SPECIFICATION

GENERAL PURPOSE LIQUID CLEANER

DESCRIPTION

- A green translucent liquid detergent based on a blend of high foaming surfactants selected for general manual cleaning.

APPLICATIONS (Usage Areas)

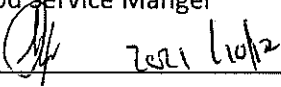
Ideal for manual and general purpose cleaning operations. These include food and meat processing factories, hospitals, nursing homes and old age homes, kitchens and restaurants.

MUST be able to clean cutlery, crockery, working surfaces, equipment, walls, floors, and other hard surfaces.

MUST be food safe

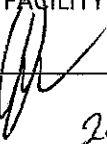
COMPILED BY: Ms. S.L Dubazane

Food Service Manger



APPROVED BY: Mr. S.T Mavundla

AD FACILITY MANAGER



2021/10/12

SPECIFICATION

OVEN AND GRILL CLEANER

DESCRIPTION


- A clear liquid, of low viscosity.
- Must contain alkalis, wetting agents, grease cutting solvents, corrosion inhibitors and detergents.
- Must have no odour.

APPLICATIONS (Usage Areas)

Used for the cleaning of ovens and grillers, stainless steel cooking utensils, frying pots, flat tops and generally all surfaces where burnt on food and carbon residues must be removed.

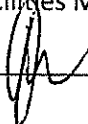
COMPILED BY: Ms. S.L Dubazane

Food Service Manager

 2011/10/12

APPROVED BY: Mr. S.T Mavundla

AD Facilities Manager

 2011/10/12

SPECIFICATION

QUICK DRYING ALCOHOL BASED DISINFECTANT

DESCRIPTION

Microspray is a clear liquid with an alcohol odour. It contains bactericides in a fast-drying carrier that requires no rinsing after application.


APPLICATIONS (Usage Areas)

Microspray is ideal for sanitizing hands in the food and beverage industry, as well as in fish and poultry processing plants.

- Broad spectrum efficacy
- High level of germicidal activity
- Quick drying


COMPILED BY: Ms. S. L Dubazane

Food Services Manager

 2011/10/12

APPROVED BY: Mr. S.T Mavundla

AD Facility Manager

 2011/10/12

SPECIFICATION

LIQUID DISHWASHING COMPOUND FOR AUTOMATIC MACHINES

DESCRIPTION

- Dishwashing Aid must strongly alkaline chlorinated liquid detergent,
- Incorporating caustic alkali,
- A high level of sequestrants and corrosion inhibitors.

APPLICATIONS (Usage Areas)

- Dishwashing Aid must be designed for use in all makes of commercial and industrial dish washing machines.
- Must only be used with the dosing equipment in combination with the Dishwashing rinse additive.

DOSAGE FOR USE


Must normally dosed at a level of 500-1000ml per 100 litres of water. Also 0.2% - 1%

Must have Technical representative which set the dosing equipment controls allowing optimum efficiency and economy.

Must performs ideally at a temperature above 50°C, but must also clean satisfactorily at lower temperatures.

COMPILED BY: Ms. S.L Dubazane

Food Service Manager

 2021/10/12

APPROVED BY: Mr. S.T Mayundla

AD Facility Manager



SPECIFICATION

RINSE AID FOR AUTOMATIC DISHWASHERS

DESCRIPTION

Rinse aid must contain a special blend of low foaming and non-ionic detergents and mild acids which ensure excellent wetting and draining properties and is effective in hard or soft water conditions.

Must promote rapid drying, highly concentrated and economical to use


APPLICATION (usage areas)

Must be used in the rinse section of the dishwashing machines or in dip tanks to prevent water spotting of cleaned dishes and flatware.

Must promote efficient rinsing of articles after washing


COMPILED BY: Ms. S.L Dubazane

Food Service Manager


_____ 25/10/12

APPROVED BY: Mr. S.T Mavundla

AD Facility Manager





health

Department:
Health
PROVINCE OF KWAZULU-NATAL

DIRECTORATE:

Physical Address: 310 Bhejane Street, KwaMashu, 4360
Postal Address: Private Bag X 011, KwaMashu, 4360
Tel: 031 020 0366/ 0746966686 Fax:
Email: Silondlwe.Dubazane@kznhealth.gov.za
www.kznhealth.gov.za

Dr Pixley ka Isaka Seme Memorial Hospital

FOOD SERVICES

SPECIFICATION

DRAIN CLEANER CRYSTALS, UNBLOCKS DRAINS

DESCRIPTION

- a powerful, highly alkaline compound for sewer and waste disposal lines, drains and grease traps.
- Unstops lines by chemical actions.
- Must be recommended for preventative maintenance to avoid sewer stoppage and back up. Indispensable for food processing plants, restaurants and institutions.
- Converts grease waste into soluble products, which can be flushed away.
- Will not inhibit bacterial action in septic tanks or sewage treatment plants, when used.

APPLICATIONS (Usage Areas)

The Drain cleaner must be ideal for the unblocking of commercial and domestic drains.

COMPILED BY: Miss S. L Dubazane
Food Service Manager

Approved by: Mr. S.T Mavundla
Assistant Director

SPECIFICATION

CONCENTRATED DETERGENT DISINFECTANT

DESCRIPTION

PRECAUTIONS: MUST contain concentrated detergents: MUST COVER THE FOLLOW SAFETY PRECAUTIONS:

- Must be light colored, yellow liquid concentrated detergent sanitizer with a neutral odour.
- Must contain sanitizers, detergents and conditioners that allow cleaning and sanitizing in one step.

APPLICATIONS (Usage Areas)

Must be ideal for use in food processing factories, restaurants, kitchens, food handling areas etc. Safe for use on all food contact surfaces, tables, conveyer belts etc.

DIRECTIONS FOR USE

The solution must contain 200ppm active Twin Chain QAC.

Must have a broad spectrum efficacy High level of germicidal activity Cleans and disinfects Safe on food contact surfaces


COMPILED BY: Ms. S.L Dubazane

Food Service Manager


_____ 2011/10/12

APPROVED BY: Mr. S.T Mavundla

AD Facility Manager



SPECIFICATION

MEDISURE 6g Chlorine Detergent-Disinfectant

SANS 1853 Carries SABS mark 1853

Disinfectant Registration No. Act 29 GNR 529/29785/070/16

Approved for use in the Food Industry

Composition:

- Organic chlorine with foaming detergents,
- Corrosion inhibitors and water softening agents

Classification:

- Detergent-Disinfectant for cleaning and disinfecting equipment and surfaces in high risk areas and food-preparation areas.
- Conforms to bacteriological requirements of SANS 1196.

Indications:


- For cleaning equipment, floors and hard surfaces.

Properties: Form:

- White granular powder Use in: Hospitals and High risk areas
- Odour: Chlorine Food preparation areas
- Solubility: Completely soluble Processing equipment
- Foaming: Average Fridges and cold rooms
- Wetting: Good Ablutions and Toilets
- Emulsification: Emulsifies and lifts dirt Cleaning and Disinfecting pH of use solution: <11
Available Chlorine: 6g: 9L water = 250 ppm chlorine


COMPILED BY: Ms. S.L Dubazane

Food Service Manager

 2011/10/23

APPROVED BY: Mr. S. T. Mavundla

AD FACILITY MANAGER

 2011/10/12



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

DIRECTORATE:

Physical Address: 310 Bhejane Street, KwaMashu, 4360

Postal Address: Private Bag X 011, KwaMashu, 4360

Tel: 031 020 0366/ 0746966686 Fax:

Email: Silondwe.Dubazane@kznhealth.gov.za

www.kznhealth.gov.za

Dr Pixley ka Isaka Seme Memorial Hospital

FOOD SERVICES

SPECIFICATION

ANTI BACTERIAL HAND WASH SOAP

DESCRIPTION

A viscous blue liquid with anti-bacterial properties.

APPLICATIONS (Usage Areas)

- Hand wash soap is suitable for most soap dispensers.
- Must be recommended for use by plant personnel in the food, meat, beverage, dairy and fish processing industries.
- This especially applies to high risk areas. Must be able to be used where a high level of hygiene is necessary such as hospitals, nursing homes, clinics, old age homes as well as food preparation areas in hotels, restaurants and catering establishments.

COMPILED BY: Miss S. L Dubazane
Food Service Manager

Approved by: Mr. S.T Mavundla
Assistant Director

2011/10/12

2011/10/12

SPECIFICATION

STAINLESS STEEL POLISH

- Polishing cream that cleans, shines and protects metal, stainless steel, non-metal, gold and silver.
- Easy kit providing instant results.
- Kit includes: 130g tube polish and microfiber cloth.
- Packaging: Box 30X150X100MM


COMPILED BY: Ms. S.L Dubazane

Food Service Manager


_____ 12/10/2021

APPROVED BY: Mr. S.T Mayundla

AD Facility Manager



SPECIFICATION

HYGIENE PATHOGEN- TEST KITS- SURFACE SWOBS (BOX 100)

Must have both the hygiene surface swab and an organism specific broth for detection of Salmonella spp, Listeria spp, and coliforms from environments on food contacts surfaces.

Accurate, easy-to-use and rapid detection method kits for environmental sampling.

Size: 100 pack

Shelf Life : 1 year

Species identified: Coliforms will indicate the growth of coliforms including:

E.coli, Klebsiella, spp., Enterobacter

spp., Citrobacter


spp. and Serratia

All Salmonella species

All listeria species


COMPILED BY: Ms. S.L Dubazane

Food Service Manager



APPROVED BY: Mr. S.T Mavundla

AD Facility Manager

 2021/10/12

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 OF THIS QUOTATION.**
- 3.4. 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.
- 3.5. 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.*
- 3.6. 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.
- 3.7. 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.
- 3.8. Offers must comply strictly with the specification.
- 3.9. Only offers that meet or are greater than the specification will be considered.
- 3.10. Late offers will not be considered.
- 3.11. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.12. Used/ second-hand products will not be accepted.
- 3.13. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.14. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.15. 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.
- 3.16. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.17. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.18. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.19. 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 is incomplete in any respect, the said supplier meets all specification requirements and is lowest to quote, 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 for fulfill 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:
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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
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING
applicable box)

(Tick

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

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

8. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

Designated Group: An EME or QSE which is at 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		
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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:.....