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KWAZULU-NATAL PROVINCE  
HEALTH  
REPUBLIC OF SOUTH AFRICA

KZN HEALTH

## KZN Health Intranet

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## AdvertQuote

KWAZULU-NATAL PROVINCE  
HEALTH  
REPUBLIC OF SOUTH AFRICA

## Quotation Advert

Opening Date: 2022-08-08

Closing Date: 2022-08-19

Closing Time: 11:00

## INSTITUTION DETAILS

Institution Name: G.J. Crookes hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: GJ CROOKES HOSPITAL

Date Submitted: 2022-08-05

## ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:  
GJC315/22/23

Item Category: Goods

Item Description: SUPPLY AND INSTALL MACERATOR MACHINE

Quantity (if supplies): 1

## COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Briefing Session

Date: 2022-08-17

Time: 10:30

Venue: SUPPLY CHAIN

QUOTES CAN BE COLLECTED FROM: KZN HEALTH WEBSITE

QUOTES SHOULD BE DELIVERED TO: GJ CROOKES HOSPITAL, NO.1 HOSPITAL ROAD, SCOTTBURGH, TENDER BOX

## ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: S DLOMO

Email: -

Contact Number: 039-9787160

Finance Manager Name: Ms SZG Nguse

Finance Manager Signature:

No late quotes will be considered







# END-USER SPECIFICATION FORM

Quote Number: \_\_\_\_\_

Item Description: MACEATOR MACHINE (Commercial food waste disposer 3000-3

Department/Section: FOOD SERVICE

Purpose of Item: To dispose Food Waste

**1. Pre-qualification criteria if any:**

1.1. Is the item required to have a regulatory body certification (e.g. SABS, SANS, SANAS, ISO, CIDB, etc.)? Yes / No:  Yes /  No  
Regulatory Body / certification required if Yes: \_\_\_\_\_

1.2. Is a compulsory site inspection / briefing session required? Yes / No:  Yes /  No  
if Yes, specify: Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Time \_\_\_\_\_:\_\_\_\_\_ Place GSCROOKES HOSPITAL

1.3. Is local production and content part of the quote? Yes / No  
if Yes, specify: \_\_\_\_\_

1.4. Provisions of section 4(1)(a) of the PPPFA Regulations, 2017 if applicable? Yes / No  
if Yes, specify: \_\_\_\_\_

1.5. Liability Cover insurance? Yes / No  
if Yes, specify: \_\_\_\_\_

**2. What is the specification of the required item?**

List specifications to be advertised	Comment
1. <u>MACEATOR Machine (Commercial food waste</u>	
2. <u>disposer 3000-3</u>	
3. <u>HOSPITAL disposal Unit with washing BASIN</u>	
4. <u>AND DRAINER - STEEL LESS STEEL</u>	
5. <u>SPEC ATTACHED</u>	

**3. Does a sample need to be submitted? Yes / No (select option 3.1 or 3.2)**

3.1. Deadline for submission if Yes: Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Time \_\_\_\_\_:\_\_\_\_\_ Place \_\_\_\_\_

or

3.2. Specify that samples must be made available when requested in writing. Yes  or No

**4. Penalties to be noted by the suppliers:**

4.1. 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.

**5. What is the evaluation criteria / special terms and conditions to be advertised?**

List evaluation criteria / special terms and conditions to be advertised (if applicable)	
1. Pre-qualification criteria	Does the offer meet the pre-qualification criteria?
2. Administrative	Does the offer comply to stipulated administrative requirements?
3. Conformance:	Was the product made or service performed to specifications?
4. Performance:	Will/does the product/service fulfil its performance obligation, in a manner that releases the supplier from all liabilities under the contract?
5. Features:	What characteristics does the product or service have?
6. Reliability:	How long can a product go between failures and the need for maintenance? (guarantee)
7. Durability:	What is the useful life for the product? How will the product hold up under extended use?
8. Serviceability:	How easy is it to repair, maintain or support the product or service? (customer support)
9. Ability & Capacity	The ability and capacity of the vendor to execute the contract
10. Preference points	Preferential Procurement System (80/20) if applicable

Name of End-user (in full)	<u>N.G. MNGUYANA</u>	Name of SCM Rep (in full)	<u>[Signature]</u>
Designation / Rank (in full)	<u>FSM</u>	Designation/ Rank (in full)	<u>[Signature]</u>
Signature	<u>[Signature]</u>	Signature	<u>[Signature]</u>
Date	<u>2024.05</u>	Date	<u>11/2/24</u>





**KWAZULU-NATAL PROVINCE**

HEALTH  
REPUBLIC OF SOUTH AFRICA

**1. MACERATOR MACHINE(COMMERCIAL FOOD WASTE DISPOSER ) 3000-3 AND HOSPITAL DISPOSAL UNIT WITH WASHING BASIN AND DRAINER STAIN LESS STEEL WITH TWO FRONT SUPPORT LEGS AND FLUSH TYPE (DUHS )**

**Notes to Bidders:** All items to be priced fully inclusive of all charges e.g. labour scaffolding, materials, profit etc. INCLUDING Value added Tax.

ITEM	DISCRIPTION	UNIT	QUANTITY	RATE	TOTAL PRICE
	<p>Notes to Contractors:</p> <p><b>1. FEATURES</b></p> <ul style="list-style-type: none"> <li>• 3 HP disposer, dual voltage</li> <li>• Fan cooled motor with ball bearing construction and integral overload protection</li> <li>• Dynamically balanced for smooth, long wearing operation</li> <li>• Hush Cushion</li> </ul> <p>Ⓢ</p> <ul style="list-style-type: none"> <li>• mounting connection for 6" cone or sink opening</li> <li>• Cast iron grind chamber with directional feeder ridges</li> <li>• Cast iron exit chamber with auxiliary water injection inlet</li> <li>• 8" Diameter heavy duty, cast stainless steel turntable</li> <li>• 2 Jam resistant, hardened stainless steel swivel impellers with tungsten carbide inserts</li> <li>• 2 Ripper bars integrated with turntable</li> <li>• Stainless steel under cutter blade</li> <li>• Hard, tough, cast alloy grind ring with dual stage grinding action</li> <li>• Lifetime particle size control by non-wearing exit slots</li> <li>• Threaded adjustable stainless steel legs</li> </ul> <p><b>WASTE KING</b></p> <p><b>EXCLUSIVES</b></p> <ul style="list-style-type: none"> <li>• Stainless Steel Swivel Impellers swivel and retract if they are jammed so that they return to the grinding position during revolution, reducing motor over loading and costly jams. Waste King's stainless steel swivel impellers eliminate the need for reversing switches and special "de-jamming" wrenches.</li> <li>• Stainless Steel Under cutter Blade located beneath the grind ring snips fibrous and stringy waste into small particles making them less likely to clog drain lines.</li> <li>• Hush Cushions isolate the unit from metal to metal contact, significantly reducing noise level. Hush Cushions are specially compounded and designed to withstand vibration and tension, and have a built-in safety splash guard.</li> </ul> <p>commercial food waste disposer specifications 3000-3</p>				

*M. M. M. M.*  
Bsm

3 hp • 3 phase application . operations with extremely heavy volume of difficult food waste (steak or rib restaurant) mounting systems

®  
Basic Cone

Assembly (B)

• 12", 15", or 18" Cone with Swirl Sprays

All-Purpose Cone

Assembly (AP)

• 12", 15", or 18" Cone with Swirl Sprays

• Silver Guard

• Scrap Ring

Dish Table Cone

Assembly (DT)

• 12", 15", or 18" Cone

with Swirl Sprays

• 12", 15", or 18" Cone Cover

• Scrap Ring

Trough Mount

Assembly (TM)

• #2536 6" Weld-in flange for models with 6" throat Sink Mount

Assembly (SM)

• #2542 3 1/2

" Bolt-in adapter for leg-supported models with 6" throat .Add desired Waste King water controls, switch or panel control box to complete your package.

**Note:** Run +/- 20mx16mm 3 phase cable from the donkey boiler above to the macerator room and put Isolator and supply power to the machine( connection must be water free).

Note: Supply cold water to macerator sink for operation purpose.

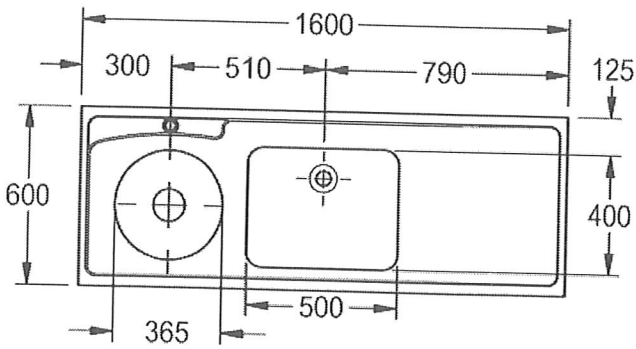
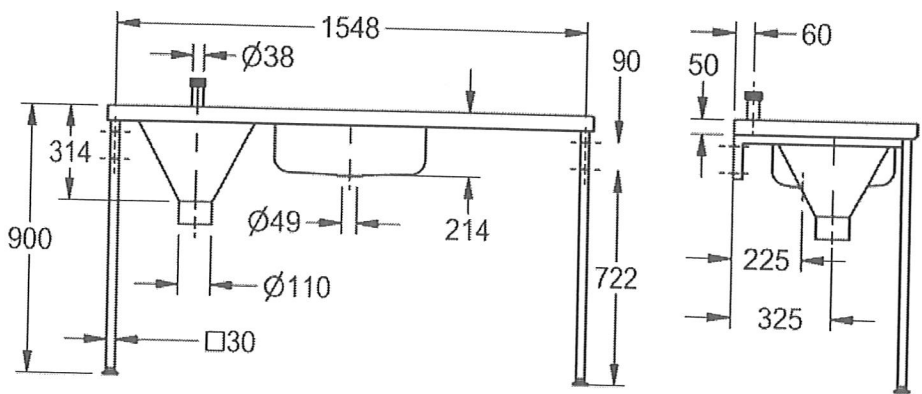
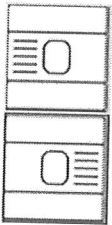
**Hospital disposal unit with washing basin and drainer ,stainless steel with 2 front support legs and flush type (DUHS).**

A DUHS hospital disposal unit manufactured from 1.2 mm thick, grade 1.4301 (304) stainless steel with a satin polish finish. The top is turned down on all four edges and incorporates a wet area recess. Fitted with a 110 mm dia. outlet sluice hopper at one end which can accept a P or S trap, (available as an extra). A washing up bowl, without waste, is positioned next to the sluice hopper and is prepared for a 38 mm waste outlet. Flush grated wastes are available as an extra. Plastic cisterns with a 9 litre capacity, and stainless steel cistern in 6, 7 or 9 litre capacity can be fitted using a 13 mm HP brass valve, plastic float and CP metal flushing lever handles. The unit should only be fed from a cistern or tank water supply. The unit can be mounted on either stainless steel cantilever brackets or front leg supports which give a working height of 900 mm and have adjustable feet that can be screwed to the floor for extra stability.

*Muligan*  
Fsm

- Manufactured in accordance with HTM 64 / HBN 00-10, Part C Standards
- Right hand drainer
- 110 mm outlet
- Top inlet for surface mounted cisterns No tap holes
- Dimensions 1600 x 600 x 300 mm (W x H x D)

**Drainer position**



Item number

SAP# 2000100408

Product name :G22027

*Handwritten signature*

	<ul style="list-style-type: none"> <li>➤ Material code :1.4301 Chrome Nickel steel V2A</li> <li>➤ Overall depth :600.00 mm</li> <li>➤ Overall height :300.00 mm</li> <li>➤ Overall width :1,600.00 mm</li> <li>➤ Type of mounting :Wall and floor mounting</li> <li>➤ Bowl height :200.00 mm</li> <li>➤ Bowl depth :400.00 mm</li> <li>➤ Bowl width :500.00 mm</li> <li>➤ Overflow :No</li> <li>➤ Tap ledge :No</li> <li>➤ Waste size :DN 32</li> <li>➤ Bowl finish :Satin finish</li> <li>➤ Outlet size :DN 100</li> <li>➤ Article group G22027 ++Minimum flushing capacity 6.00 liter</li> <li>➤ Drainer or storage :Drainer</li> <li>➤ Drainer position :Right</li> <li>➤ Must supply and connect dish wash swivel cobra mixer for sink. Water supply cold water for drainer. Hot and cold water for basin. Combined drainer and wash basin (Include all accessories needed if you connecting dish washing mixer.</li> </ul>				
1.	Supply and install Macerator machine (commercial food waste disposer) 3000-3 (Include all accessories need to connect the sink water, waste connection and electrical).	Each	1		
2.	Supply and install Hospital disposal unit with washing basin and drainer, stainless steel with 2 front support legs and flush type (DUHS) (Include all accessories need to connect the sink water and waste connection).	Each	1		
3.					
4.					
5.					
6.					
<b>TOTAL</b>					

Contractors Name: .....

Date.....

Signature : .....

Stamp:

*M. H. Nanyan Bm*

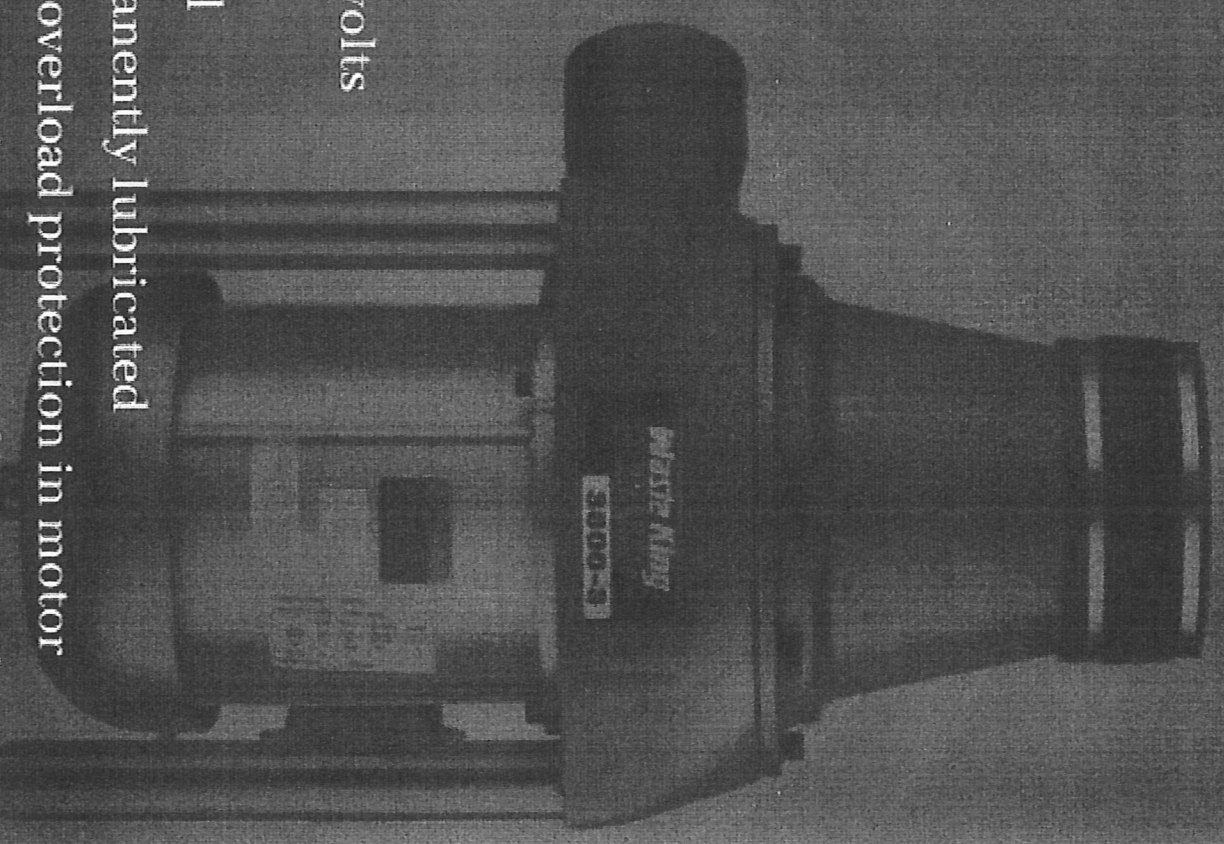
(DUHS) :- Hospital Disposal unit with Washing basin and



drainer - stainless steel.

Res. M. Ngunguane.  
Food Service Manager.

- 60 Cycle
- 3 Phase
- 3HP
- 1740RPM
- 208-240/460 volts
- 7.0/3.5 amps
- Stainless Steel
- Bearing permanently lubricated
- Manual reset overload protection in motor
- Hush-Cushions<sup>®</sup> isolate the unit from metal to metal contact, significantly reducing noise level.



At... ..



## 1. **CORROSION RESISTANCE**

All of Sinkmaster commercial disposers are resistant to corrosion, utilizing the latest in materials technology and providing stainless steel components in the grind chamber—where it counts. Sinkmaster lasts longer.

## 2. **HUSH CUSHION QUIETNESS**

All Sinkmaster Disposers are fastened to the sink with a "hush cushion" suspension. This unique Sinkmaster feature minimizes noise transmitted from the operating disposer up through the sink into the work area, allowing the disposer to perform many decibels more quietly than competitive models.

## 3. **DIRECTIONAL DOWNFEED**

A Sinkmaster exclusive, the directional downfeed ridge assures complete drainage, eliminates odours, and actively provides a thorough interior cleansing of the entire disposer system.

## 4. **SWIVEL IMPELLERS**

Sinkmaster was the originator of swivel impellers and the first to patent this unique feature which provides for anti-jamming. Because the impellers swivel, **there is no need for a reversing motor.** They move out of the way of an impending jam and then fall back into position. Diamond hard carbide inserts provide longer life on heavy duty units.

## 5. **DYNAMICALLY BALANCED STAINLESS STEEL TURNTABLE**

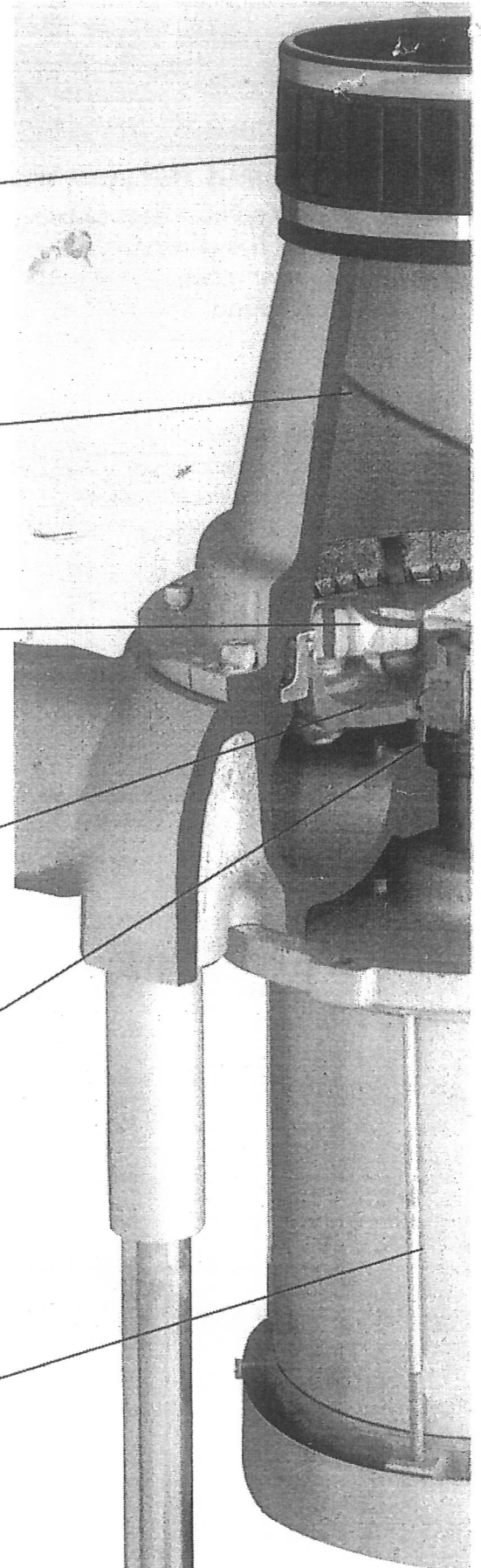
The heart of all our disposers and the assurance of superb performance, our dynamically balanced stainless steel turntable insures evenness of cutting and long motor life.

## 6. **TRIPLE LIP PROTECTED SEALS**

Sinkmaster provides unsurpassed "state-of-the-art" triple lip seal protection reinforced by stainless steel springs to prevent any moisture from reaching the motor. In addition, all disposers are designed with a "slinger ring", to protect the seal from unwanted moisture and objects such as straws.

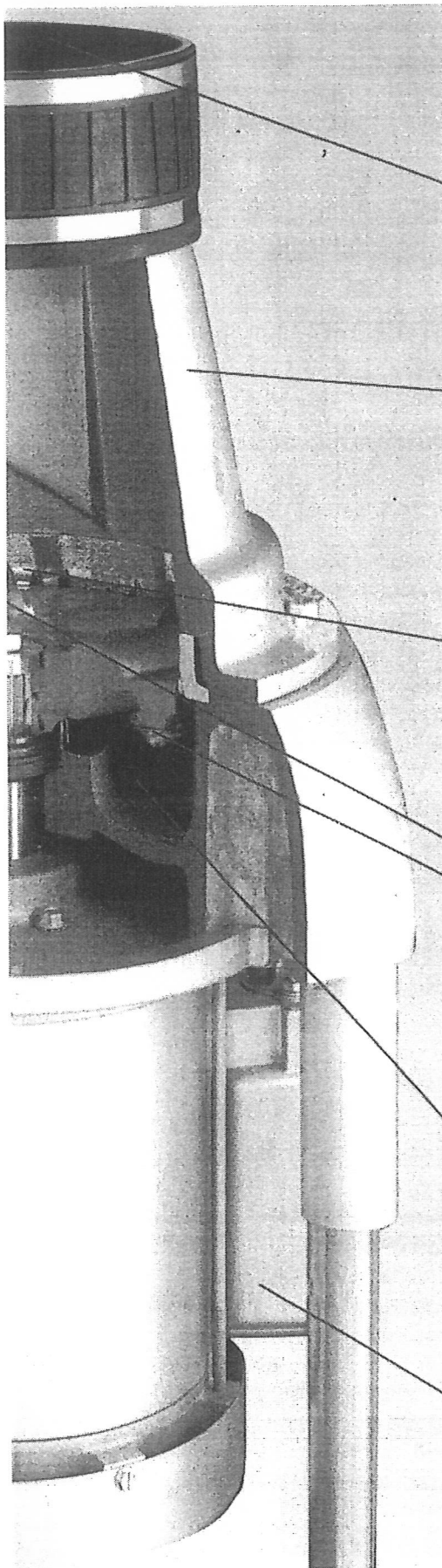
## 7. **HEAVY DUTY CONTINUOUS-USE INDUCTION MOTORS**

Sinkmaster uses only industrial quality, continuous use induction motors that are permanently lubricated and thermally protected for long life and economical use.





# JOB FOURTEEN WAYS!



## **8. EASY REPLACEMENT FOR ALL MAKES AND MODELS**

With a complete selection of easy-to-use adapters and sink mount kits, all of Sinkmaster high quality stainless steel disposers can easily replace any competitive disposer.

## **9. STANDARD OPENING**

With a standard 152mm opening on models from 2 horse power through 5 horsepower, Sinkmaster makes installation very easy with standard cone or trough mounts available as accessories.

## **10. STAINLESS STEEL / CAST UPPER HOUSING**

The upper housing on all Sinkmasters are either stainless steel or heavy duty-cast steel, and provide the environment to perform with a minimum of noise transmitted back into the work area.

## **11. LONG-LASTING GRINDING COMPONENTS**

Imbedded inside the swivel impellers are diamondhard, carbide cutters for long life-regardless of the type of food waste. The nickel-hardened, cast alloy grind ring allows efficient cutting action and is rated at an extremely high 60 Rockwell Hardness on the "C" scale.

## **12. RIPPER BLADES AND UNDERCUTTER BLADES**

Ripper blades cut up large objects such as citrus rinds as they enter the grind chamber. Exclusive undercutter blades eliminate all stringy materials by cutting them into small pieces. This means even items such as corn on the cob and celery stalks will be thoroughly ground and completely disposed.

## **13. CORROSION RESISTANT DRAIN CHAMBERS**

Utilizing the latest in materials technology, Sinkmaster drain chambers assure you the longest corrosion resistance in the industry, in either glass reinforced polyester or cast-steel-depending on the model.

## **14. THERMAL OVERLOAD PROTECTION**

Sinkmaster thermal overload protector assures longer disposer life by minimizing any chance of motor burnout due to overheating.



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:

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

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

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING applicable box)

(Tick

YES	NO
-----	----

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

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

YES	NO
-----	----

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

## 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.

## 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.

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..... ..... .....



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

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

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all quotes:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this quote shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this quote is allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<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;