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KZN HEALTH

# **KZN** Health Intranet

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AdvertQuote

HEALTH REPUBLIC OF	SOUTH AFRICA	Quotation Advert
Opening Date:		2022-01-10
Closing Date:		2022-01-18
Closing Time:		11:00
INSTITUTION DETA	ILS	
Institution Name:		Hlabisa hospital
Province:		KwaZulu-Natal
Department or Entity:		Department of Health
Division or section:		Central Supply Chain Management
Place where goods / se	ervices is required	HLABISA HOSPITAL
Date Submitted		2022-01-07
ITEM CATEGORY A	ND DETAILS	
Quotation Number:		ZNQ: HLB: 349-21/22
Item Category:		Goods
Item Description:		SUPPLY AND DELIVER: LAUNDRY WASHING SOAP LIQUID PERIOD: 06 MONTHS CONTRACT
	,	
Quantity (if supplies)		
COMPULSORY BRI	EFING SESSION	N / SITE VISIT
Select Type:		Not Applicable
Date :		
Time:		
Venue:		
QUOTES CAN BE COLL	ECTED FROM:	60 SAUNDERS STREET, HLABISA HOSPITAL, SCM PARKHOME
QUOTES SHOULD BE D	ELIVERED TO:	60 SAUNDERS STREET, HLABISA HOSPITAL MAINGATE TENDERBOX
ENQUIRIES REGAR	DING THE ADV	ERT MAY BE DIRECTED TO:
Name:		DLAMINI N.L
Email:		hlabisa.quotations@gmail.com
Contact Number:		035 838 0033

Finance Manager Name:

Finance Manager Signature:

No late quotes will be considered

NATAL
STANDARD QUOTE DOCUMENTATION OVER R30 000.00
STANDARD QUOTE DOCUMENTATION OVER R30 000.00  YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: HLABISA HOSPITAL  DATE ADVERTISED: 10 JANUARY 2022  CLOSING DATE: 18 JANUARY 2022  CLOSING DATE: 18 JANUARY 2022  CLOSING DATE: 18 JANUARY 2022
DATE ADVERTISED: 10 JANUARY 2022 CLOSING DATE: 18 JANUARY 2022 CLOSING UND 10 JANUARY 2022
FACSIMILE NUMBER: 035 838 1959 E-MAIL ADDRESS: hlabisa.quotations@gmail.com
FACSIMILE NUMBER: 035 838 1959  PHYSICAL ADDRESS: 60 SAUNDERS STREET, HLABISA HOSPITAL, HLABISA, 3937  PHYSICAL ADDRESS: 60 SAUNDERS STREET, HLABISA HOSPITAL, HLABISA, 3937
QUOTE NUMBER: HLB: 349-21/22
DESCRIPTION: SUPPLY AND DELIVER: LAUNDRY WASHING SOAP LIQUID
CONTRACT PERIOD ONCE OFF VALIDITY PERIOD 60 Days SARS PIN
CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.
UNIQUE REGISTRATION REFERENCE
DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)
60 SAUNDERS STREET, HLABISA HOSPITAL MAINGATE TENDERBOX
HLABISA, 3937
Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration.
The quote box is open from 08:00 to 15:30.
QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RETYPED)
THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
THE FOLLOWING PARTICULARS MUST BE FURNISHED  (FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)
NAME OF BIDDER .
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODENUMBER FACSIMILE NUMBER CODENUMBER
CELLPHONE NUMBER
E-MAIL ADDRESS
VAT REGISTRATION NUMBER (If VAT vendor)
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)  [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES& QSEs) MUST BE SUBMITTED TO QUALIFY

		FOR QUOTATIONS PLY AND DELIV	ER: L	.AUNE	ORY WAS		<sub>ER:</sub> HLB: 349-2 DAP LIQUID			
SIGNATUR (By signing	E OF BIDDE this documer	Rt, I hereby agree to all terms	s and con	iditions]		DATE		***************************************		
CAPACITY	UNDER WH	ICH THIS QUOTE IS SIGNE	D					••••		
Item No	Quantity	Description				Brand &	Country of	Price	Price	
						model	manufacture	R	С	
		SUPPLY	AND DEL	.IVER:					_	
	180	LIQUID SOAP DET	rergen'	T INDUST	TRIAI					
	UNIT	····	: 25 LITR							
		PERIOD:	SIX MOI	NTHS						
		5 LITRE SAM	PLE REC	QUESTED					$\top$	
		SPECIFICAT	TION AT	TACHED						
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	180	PERACET								
	UNIT		25 LITR							
		PERIOD:							_	
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		QUOTATION DOCUMEMN	T CAN BE	EMAILE	OR FAXED					
		AT YOUR OWN RISK DUI	E TO NE	TWORK C	HALLENGE					
	_	15% (Only if VAT Vendor)	) Dava)						_	
TOTAL QUO	JIAHUN PR	RICE (VALIDITY PERIOD 60	Days							
				Does Ti	ne Article (	Conform To	The S.A.N.S. / S.	A.B.S.		
		With The Specification?		S	pecification?					
Is The Price	Firm?			State Del	ivery Period, e	e.g., 1day, 1wee	<u>k</u>			
Enquiries re	egarding the	quote may be directed to:	;		Enquiries re	egarding <u>techn</u>	ical information may l	be directed to	o:	
Contact Pers	son: DLAM	INI N.L. Tel: 035	838 00	)33.		o =	THE LA COURSE OF THE STATE OF T	or oon 400	. m	

Contact Person: DLAMINI N.L	Contact Person: S.E.MBATHA



ddress : 60 Saunders Street, HLABISA 3937 ostal Address: Private Bag X 5001 HLABISA 3937 el No. 035 838 0033 Fax: 035 838 1117 Ei

Email: mpumelelo xulu@kznhealth.gov.za

SUPPLY CHAIN MANAGEMENT-DEMAND

Enquiries:

XULU M.P

Tel No:

035 838 0033

Date:

04.11.2021

REF:

SCM: 112-21/22

# SPECIFICATION OF PERACETIC ACID SANITIZER 25L **06 MONTHS CONTRACT**

Description

ebsite: www.gov.za

Peracetic acid sanitizer- Disinfectant

**Quality Level** 

No SANS standard. A complete microbiological certificate of analysis (COA) must be submitted with the bid documents to show the efficacy of the product.

**Description of product** 

Colourless liquid with a pungent smell

Uses:

For chemical disinfection and stain removal of laundry and for sanitizing inanimate surfaces.

Method of application

Direct injection by means of automatic dosing equipment

Working concentration

As recommended by the manufacturer

Properties of product unit minimum maximum

Peracetic acid solution % 32,0 -

Hydrogen peroxide (as H202) % 8.0 -

Ph value -1,9 -

Viscosity @ 200c - - 20, 0

Foaming non-foaming

Vapour pressure m/m

HG/701F -20@250C

Stability of products 3 months

Packaging: product must be packed in 25L heavy- duty plastic polycan fitted with pressure releasing caps

Packaging: Heavy duty plastic polycan of 25L

Quantity: 180

HLABISA DISTRICT MOSPITAL DOCUMENT APPROVED (4-11-2021 PIBAG X5001, HLABISA 3937 PID SPECIFICATION COMMITTEE



ddress: 60 Saunders Street, HLABISA 3937 ostal Address: Private Bag X 5001 HLABISA 3937 el No. 035 838 0033 Fax: 035 838 1117 Ei

Email: mpumelelo.xulu@kznhealth.gov.za

SUPPLY CHAIN MANAGEMENT-DEMAND

Enquiries:

XULU M.P

Tel No:

035 838 0033

Date:

04.11.2021

REF:

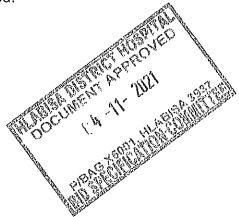
SCM: 111-21/22

# LIQUID SOAP DETERGENT LAUNDRY INDUSTRIAL 06 MONTHS CONTRACT

- A low foam type of laundry detergent in the foam of a liquid
- It is homogenous
- Free- flowing from visible impurities and
- Readily soluble in water.
- Product must carry SABS/ SANS mark of approval
- A fully built active liquid laundry detergent
- Product must contain a blend of detergents, alkalis, phosphates, sequestrates, optical brighter and soil suspension agents etc.
- Packaging in a seal plastic container with vented cap
- Product must bear a proper label with safety precaution and recommendation dosage

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- Stability of products 3 months
- Packaging: product must be packed in 25L heavy- duty plastic polycan fitted with pressure releasing caps
- Packaging: Heavy duty plastic polycan of 25L heavy-duty plastic. Polycan fitted with pressure releasing caps.
- Technical data sheet must be attached.
- Safety data sheet must be attached.
- NB: Sample to be produced.
- Quantity: 180



# **DECLARATION OF INTEREST**

	1.	Any legal person, blood relationship, limited quote or premployed by the sedeclare his/her posthe bidder is emthe legal person evaluation and on whose behalperson.	may make a poposal). In vistate or to pesition in relation by the population on whose to radiudication.	n offer or of lew of pos- ersons con- con to the e e state; and cohalf the de- con of the de-	offers in to sible alleg nected wi valuating, d/or bidding do uote(s), o	erms of the pations o	is invitation is invitation favouritisment in the ted to the ing author is signed, is known	on to quote m, should t m, it is rec ity where- has a rela that such	(includes a the resulting quired that t ationship wit a relationsh	price quotation quote, or part he bidder or hi h persons/a pe ip exists betwe	n, advertis thereof, b is/her auth erson who en the pe	ed competi e awarded norised repr are/is invol rson or pers	itive quote, to persons resentative
	2.	In order to give eff											
	2.1 2.2 2.3	Full Name of bidd Identity Number: Position occupi shareholder <sup>2</sup> ):					2.4 rustee,2.5	. Compar . Tax Ref	ny Registrati ference Num	ion Number: nber: umber:			,
	2.8	The names of all employee / persa Are you or any person / or ways the f	numbers murson connect rson connect ollowing parti	ust be indic ted with the culars:	ated in pa e bidder p	aragraph ( presently e	3 below. employed	by the stat	e?		[TICK	APPLICAE YES	BLEJ NO
		Name of semployed:	state inst cupied	itution in	at w the	hich y state	/OU O	the	person		to	the bio	dder is other
	2.8	particulars:	ntly employe	d by the st	ate, did y	 ou obtain	the appro	priate auth	nority to und	ertake remune	rative wor		
	2.8	in the public sec 2.1. If yes, did you	attach proof	of such a	uthority to	the quote	e documer	nt?				YES	NO
	(Note:	Failure to submit or	oof of such a	uthority, w	here appl	icable, ma	av result ir	n the disau	alification of	the quote.)			
	2.9	.2.2. If no Did you or your s state in the previous. If so, furnish pa	pouse, or any ous twelve mo	y of the co onths?	mpany's o	directors i	trustees	sharehold	lers / memb		ouses con	duct busine YES	ss with the
	2.1	0. Do you, or any p who may be invol 0.1. If so, furnish pa	erson connectived with the	cted with t evaluation	he bidder and or ac	r, have an djudication	y relation of this qu	ship (famil ıote?	y, friend, ot	her) with a per	son emplo	oyed by the YES	state and NO
	2.1	1. Are you, or any person employed 1.1. If so, furnish pa	person connections by the state	ected with who may b	the biddo e invoive	er, aware d with the	of any re evaluation	elationship n and or a	(family, frie djudication o	nd, other) beto of this quote?	ween any	other bidde YES	er and any
	2.1	<ol> <li>Do you or any o whether or not the 2.1. If so, furnish pa</li> </ol>	the director are bidding	s / trustee g for this co	s / share ontract?	holders /	members	of the co	mpany have	e any interest	in any oth	ner related YES	companies NO
	3.	Full details of dir : The Department responsibility to e the quote will not	ectors / trus Of Health v	tees / mer vill validat eir details	nbers / si e details are up-to	hareholde of direct	ers. ctors / tr I verified o	ustees / on CSD, If	members I	shareholder nent cannot va	lidate the	informatio	n on CSD,
	4	DECLARATIO											
		THE UNDERSIGN IRNISHED IN PA				•••••				.CERTIFY T	ΉАТ ТН	IE INFOR	MATION
		CCEPT THAT T OVE TO BE FAL		MAY RE	JECT T	HE QUO	TE OR A	ACT AGA	AINST ME	SHOULD T	HIS DEC	CLARATI(	ON .
		me of bidder		Signature				Position	***************************************		Date		
	a)	ate" means — any national or prov constitutional institution Act, 1999 (Act No. 1 o any municipality or m holder" means a person	on within the me of 1999); unicinal entity:	aning of the	Public Fina	ince Manage	ement c	) national / ) Parliame	ni.	e national Council			the enterprise.
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# 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.

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- 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 fulfil their obligation.

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# 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.

#### 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. (i) (ii)	Bidders who fail to attend the compulsory meeting will be disqua  The institution has determined that a compulsory site meeting  Date/	lified from the evaluation process.  take place
Institut	ion Stamp:	Institution Site Inspection / briefing session Official  Full Name:
.1		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;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice is issued;
- (iv) a description and quantity or volume of the goods or services supplied:
- (v) the official department order number issued to the supplier;
- (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 (hear after 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

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- 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

- 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;

#### POINTS AWARDED FOR PRICE 3.

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

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

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

Ps

Points scored for price of bid under consideration

Pt

Price of bid under consideration

Pmin

price of lowest acceptable bid

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

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

I-BBEE Status Level of Contributo	or 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.	RIN	DECL	ΔRΔT	ION
υ.			MINMI	ION

5.1	Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following
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#### B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1 6.

	6.1	B-BBFF Status Level of Contributor:	⇒	'(maximum of 20 poir	nts
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(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)		YES		NO	
7.1	Will any portion of the contract be sub-contracted?	•				

If yes, indicate: 7.1.1

Any EME

What percentage of the contract will be subcontracted......%

The name of the sub-contractor.....

iii) The B-8BEE status level of the sub-contractor...... Whether the sub-contractor is an EME or QSE 8.

(Tick applicable box)

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of YES NO Preferential Procurement Regulations, 2017: Designated Group: An EME or QSE which is at last 51% owned by: QSE EME 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 QSE							
	DECLAR	ATION WITH REGARD TO COMPANY/FIRM						
	Name o	of company/firm:						
	VAT re	gistration number:						
	Compa	ny registration number:						
	TYPE (	TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]						
	0 0 0	Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation Company (Pty) Limited						
	DESCF	RIBE PRINCIPAL BUSINESS ACTIVITIES						
,								
.,,,		AND CLACCICIOATION ITICK ADDITOADI E DO						
	COMPANY CLASSIFICATION [TICK APPLICABLE BOX]							
		Manufacturer Supplier						
		Professional service provider						
		Other service providers, e.g. transporter, etc.						
	Total nu	umber of years the company/firm has been in bu	ısiness:	11111111				
	I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm the preference(s) shown and I / we acknowledge that:							
	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;							
	<ul> <li>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 m be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;</li> </ul>							
	iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions 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	S;					
	(b)	recover costs, losses or damages it has incurr	red or suffered as a result (	of that person's conduct;				
	<ul> <li>(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;</li> </ul>							
	(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.						
	\\\/ITAII	ESSES						
			SIGN	ATURE(S) OF BIDDERS	3(S)			
	1		DATE:					
	2, ,,		ADDRESS					
	1	and the second s	1 1		*************			

· [Ai].