



Quotation Advert

Opening Date: 27/09/2022
Closing Date: 04/10/2022
Closing Time: 11:00

Institution Name: E.G & USHER MEMORIAL HOSPITAL

Department or Entity: Department of Health
Division or section: Central Supply Chain Management

Place where goods / services is required: EGU/MH Workshop

Date Submitted: 27/09/2022

ITEM CATEGORY AND DETAILS
Quotation Number: EGU63/22/23

Item Category: Goods
Item Description: Crockery

Select Type: NOT APPLICABLE
Date: []
Time: []
Venue: []

QUOTES CAN BE COLLECTED FROM: Are downloadable from KZNHealth website

QUOTES SHOULD BE DELIVERED TO: 57 Cnr of Elliot St and The Avenue Road, Kokstad

ENQUIRIES REGARDING THE ADVERT MAY BE REQUESTED FOR

Name: MR L. Doko
Email: l.doko@kznhealth.gov.za
Contact Number: 0397978100/8128

Finance Manager Name: Mrs N.M. COBEN
Finance Manager Signature: [Signature]

No late quotes will be considered

Enquiries regarding the quote may be directed to: Contact Person: Mr. L. Doko Tel: 0397978120 E-Mail Address: lwazi.doko@kznhealth.gov.za	Enquiries regarding technical information may be directed to: Contact Person: Mrs N. Mfene Tel: 0397978119
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Does This Offer Conform To The Specification?	Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification?	State Delivery Period: e.g. 1 day, 1 week	Is The Price Firm?
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Item No	Quantity	Description	Brand & model	Country of manufacture	Price
01	300	CERAMIC DINNER PLATES-WHITE			
02	150	CERAMIC SIDE PLATES-WHITE			
03	300	WHITE BOWLS 452ML			
04	300	WHITE PORCELAIN MUGS			
05	200	PORCELAIN WHITE CUPS			
06	200	PORCELAIN WHITE SAUCER			
07	200	1 LITRE POLYCARBONATE CARAF WITH LID			
A SAMPLE IS REQUIRED FROM ITEM NO.01 TO 06 ONLY					
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)					
VALUE ADDED TAX @ 15% (Only if VAT Vendor)					

DESCRIPTION: CROCKERY

SIGNATURE OF BIDDER: _____ DATE: _____

[By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED: _____

OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R30 000
 QUOTE NUMBER: ZNO/Egu / 63 / 85 / 2015

Contact Person: Mrs. N. Mfene Tel: 0397978119 Enquiries regarding technical information may be directed to:	Contact Person: Mr. L. Doko Tel: 0397978128 Enquiries regarding the quote may be directed to:
E-Mail Address: wazi.doko@kznhealth.gov.za	Contact Person: Mrs. N. Mfene Tel: 0397978119

Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification?	State Delivery Period, e.g., <i>1 day, 1 week</i>	Is The Price Firm?
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VALUE ADDED TAX @ 15% (Only if VAT Vendor)					
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)					

DESCRIPTION: CROCKERY

SIGNATURE OF BIDDER: _____

[By signing this document, I hereby agree to all terms and conditions]

DATE: _____

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED: _____



Acquisition management

DIRECTORATE:

Private Bag X506, KOKSTAD 4700

Corner of Elliot street & the Avenue Road, KOKSTAD, 4700

lwazokoko@kznhealth.gov.za
Tel: 039 797 8128 Fax: 039 797 8162

ADVERTISING DATE: 27 SEPTEMBER 2022

RFQ/ZNQ: EGU63/2022/2023

SERVICE PROVIDER TO TENDER FOR CROCKERY

Bidders are invited to submit proposals/Quotations for the CROCKERY as per the specification/
checklist.

MANDATORY DOCUMENTS TO BE SUBMITTED, FAILURE TO DO SO WILL LEAD

TO BE NON RESPONSIVE.

E.G & Usher Memorial Hospital supply chain management will apply. A current CSD summary
report reflecting banking details, BB-BEE or sworn affidavit Tax clearance certificate or SARS
pin, Letter of good standing, and Non-compliant will result to elimination factor.

The price quoted must be firm and must be inclusive of VAT for vat vendors, CSD registration
report must be attached (supplier number and unique registration reference number), failure to
attach the above mentioned documentation will result to your bid to be non-responsive. E.G &
Usher Memorial Hospital reserves the right not to appoint and value for money will be the key
determinant. Note: Bid document to be directed via hand delivery (or emailed) to the hospital
tender box situate at the main hospital gate "E.G & Usher Memorial Hospital" Cnr of Elliot &
The Avenue Road Kokstad 4700. All quotations must be received not later than 11h00 before
noon on the 07 OCTOBER 2022. Public opening of tenders – in this regard E.G & Usher
Memorial Hospital will comply with the regulations made under the disaster Management Act,
2002, published in the Gazette on the 18 March 2020.

NB: Sample is required

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS
DEFINED IN THE GOVERNMENT SUPPLY CHAIN MANAGEMENT REGULATIONS
(GOVERNMENT GAZETTE NO 40553 DATED 20 JANUARY 2017)



DIRECTORATE:

Domestic Management

Private Bag X506, KOKSTAD 4700

Corner of Elliot street & the Avenue Road, KOKSTAD, 4700

Lwazi.dok@kznhealth.gov.za
Tel: 039 797 8128 Fax: 039 797 8162

THE SPECIFICATION
ZNO EGUG3 2022/2023

THE SUPPLY AND DELIVERY OF CROCKERY ITEMS FOR E.G & USHER MEMORIAL HOSPITAL.

06-13801 Plate Dinner White China 24cm

Ceramic plate, labelled EGUMH in green colour with permanent paint durable, fine vitrified finish.

Durably glazed and with a fine vitrified finish, the pieces must be resistant to cutlery scratches, crazing, moisture, and variances in temperature. The plates must endure up to 5000 washes, be easy to store and convenient to stack

WEIGHT 0.8 kg
DIMENSIONS 0.01 x 0.01 x 0.01 cm

06-14301 Plate Side White China 19cm

Ceramic plate, labelled EGUMH in green colour with permanent paint durable, fine vitrified finish.

Durably glazed and with a fine vitrified finish, the pieces must be resistant to cutlery scratches, crazing, moisture, and variances in temperature. The plates must endure up to 5000 washes, be easy to store and convenient to stack

06-10302 Bowl Soup White China 452ml

Ceramic plate, labelled EGUMH in green colour with permanent paint durable, fine vitrified finish.

The sturdy build will not detract from your delicious ice-cream scoops or warm soup. Durably glazed and with a fine vitrified finish, must be resistant to teaspoon scratches, crazing, moisture, and variances in temperature, therefore it must not crack under pressure. Bowls endure up to 5000 washes and save space in any busy catering environment

06-11201 Cup White China 300ml

CUPS CAPPUCCINO CUPS 0.30 L

Ceramic plate, labelled EGUMH in green colour with permanent paint durable, fine vitrified finish.

The cup must meet all the standards of an ideal holloware item. Durably glazed and with a fine vitrified finish, the cups must be resistant to teaspoon scratches, crazing, moisture, and variances in temperature, therefore must not crack under pressure. At 300 ml, it allows for the perfect serving of Café de Crème, or for a medium-sized cappuccino. The cups must endure up to 5000 washes and save space in any busy catering environment.

WEIGHT 0.8 kg
DIMENSIONS 0.01 x 0.01 x 0.01 cm

06-14701 Saucer White China 16cm

Porcelain plate, labelled EGUMH in green colour with permanent paint durable, fine vitrified finish.



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Durably glazed and with a fine vitrified finish, the pieces must be resistant to cutlery scratches, crazing, moisture, and variances in temperature. The saucer must endure up to 5000 washes, be easy to store and convenient to stack

POLYCARBONATE JUICE/WATER CARAF CONTAINER WITH LID - 1LITRE

Material Polycarbonate

Color Clear

Capacity 1 Liters

Item Weight 0.35 Pounds

About this item

Durable polycarbonate construction

1 liter capacity

Ideal for serving juice and wine

NSF certified product

Dishwasher safe

MUGS STACKING MUG 0.28 L

Inimitably stylish and beautifully designed, the medium-sized mug must have an added advantage of being easy to stack and thus store. Durably glazed and with a fine vitrified finish, the mugs must be resistant to teaspoon scratches, crazing, moisture, and variances in temperature, therefore must not crack under pressure. At 340 ml, it allows for an Americano, a Café latte, or if you prefer, a cappuccino. The mugs must endure up to 5000 washes and saves space in any busy catering environment

WEIGHT

0.8 kg

DIMENSIONS

0.01 x 0.01 x 0.01 cm

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternately, the persons having the deciding vote or power to influence or to direct the course and decisions of the enterprise.
 2 Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I, the undersigned (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3. DECLARATION

- 2.3.1. If so, furnish particulars:.....
- 2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO
- 2.2.1. If so, furnish particulars:.....
- 2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO

Full Name	Identity Number	Name of State Institution

2.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

- 2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state? YES/NO

2. BIDDER'S DECLARATION

Where a persons/ are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1. PURPOSE OF THE FORM

BIDDER'S DISCLOSURE

GENERAL CONDITIONS OF CONTRACT

GCC

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 chandi 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 & fulfillment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfillment 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 products 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 reprinted. 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 initialed; 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 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.

10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the institution to validate the tax compliance status of the supplier.
 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 quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

10. TAX COMPLIANCE REQUIREMENTS

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.

9. SUBMISSION AND COMPLETION OF SBD 6.1

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.

8. STATEMENT OF SUPPLIES AND SERVICES

Institution Stamp: Full Name: Signature: Date: Institution Site Inspection / briefing session Official	
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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 **WILL NOT** take place
 (ii) Date / / Time : Place

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

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.

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. SAMPLES

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.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

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.

15. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

- 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.
- 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.
- 14.1. 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. TERMINATION FOR DEFAULT

- 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.
- 13.3. 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.
- 13.2. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the commodities delivered at a later stage at the service provider's expense.
- 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. PENALTIES

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.

12. PATENT RIGHTS

- (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.

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:

SBD 6.1 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
the 80/20 system for requirements with a Rand value of not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.2 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	B-BBEE STATUS LEVEL OF CONTRIBUTOR	Total points for Price and B-BBEE must not exceed
	80	20	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 contributor 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 Exemplified 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;

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		

Designated Group: An EME or QSE which is at least 51% owned by:

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

YES	NO
-----	----

(Tick applicable box)

8.

Whether the sub-contractor is an EME or QSE

(iii) The B-BBEE status level of the sub-contractor

(ii) The name of the sub-contractor

(i) What percentage of the contract will be subcontracted: %

If yes, indicate:

7.1.1

Will any portion of the contract be sub-contracted?

7.1

(Tick applicable box)

YES	NO
-----	----

SUB-CONTRACTING

7.

(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.

5. BID DECLARATION

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

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

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

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

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:

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

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

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

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

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

3. POINTS AWARDED FOR PRICE

.....

 ADDRESS

DATE:

SIGNATURE(S) OF BIDDERS(S)

.....

 2

.....

 1

WITNESSES

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 property
- 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:
- 9.9 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-BBE 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.