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Nxumalo Lindelwa - ?



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: 2021-10-08

Closing Date: 2021-10-20

Closing Time: 11:00

#### INSTITUTION DETAILS

Institution Name: East Boom CHC

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: East Boom CHC

Date Submitted: 2021-10-08

#### ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:  
ESB 257/22

Item Category: Services

Item Description: CARRY OUT MANUFACTURING AND ERECT PATIENTS WAITING AREA SHELTER AT EAST BOOM CHC. SEE SPECIFICATION ATTACHED

Quantity (if supplies)

#### COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Briefing Session

Date: 2021-10-13

Time: 11:00

Venue: East Boom CHC, Patients waiting area shelter Boom street side.

QUOTES CAN BE COLLECTED FROM: Attached with advert, please print.

QUOTES SHOULD BE DELIVERED TO: 541 Boom street, PMB (Quotation box next to security office) OR Email: [Quotations.EastBoom@kznhealth.gov.za](mailto:Quotations.EastBoom@kznhealth.gov.za)

#### ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Lindelwa Nxumalo

Email:

Contact Number: 033 264 4936

Finance Manager Name: MR J.D KHUMALO

Finance Manager Signature:

No late quotes will be considered





**DECLARATION OF INTEREST**

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

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

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

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

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

2.8.1. If so, furnish the following particulars:  
 Name of person / director / trustee / shareholder/ member: .....  
 Name of state institution at which you or the person connected to the bidder is employed:.....  
 Position occupied in the state institution: .....Any other particulars:.....

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4 DECLARATION**

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

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

.....	.....	.....	.....
Name of bidder	Signature	Position	Date

<sup>1</sup>"State" means –

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

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

## SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

### 1. AMENDMENT OF CONTRACT

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

### 2. CHANGE OF ADDRESS

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

### 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

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

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

### 5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

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

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

**6. SAMPLES**

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

**7. COMPULSORY SITE INSPECTION / BRIEFING SESSION**

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

- (i) The institution has determined that a compulsory site meeting  take place
- (ii) Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Time \_\_\_\_: \_\_\_\_ Place \_\_\_\_\_

Institution Stamp:	Institution Site Inspection / briefing session Official  Full Name: ..... Signature: ..... Date: .....
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**8. STATEMENT OF SUPPLIES AND SERVICES**

8.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

**9. SUBMISSION AND COMPLETION OF SBD 6.1**

9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

**10. TAX COMPLIANCE REQUIREMENTS**

- 10.1. In the event that the tax compliance status has failed on CSD, **it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.**
- 10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, **the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.**

**11. TAX INVOICE**

11.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (i) the name, address and registration number of the supplier;
- (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** (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

### **13. PENALTIES**

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 13.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

### **14. TERMINATION FOR DEFAULT**

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
  - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
  - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

### 2. DEFINITIONS

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



**3. POINTS AWARDED FOR PRICE**

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

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

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

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

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

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

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

**5. BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING**

(Tick applicable box)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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		

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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>
---

Quote Number: ZNQ | ESB | 257 | 22

Item Description: Design and Installation of the covered patient's waiting area shelter for PHC and Hast departments

Department/Section: EAST BOOM CHC Purpose of Item: INFRASTRUCTURE MAINTENANCE (CAT- C)

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:

Regulatory Body / certification required if Yes:

- COPIES OF VALID CIDB GRADE 1GB OR GRADE 1SL OR GRADE 1CE MUST BE ATTACHED WITH THE BID. THE VALIDITY OF THE BIDDERS CIDB STATUS SHALL BE VERIFIED ON CSD REPORT.
- CERTIFIED COPY OF REGISTRATION WITH NHBRC OR MASTER BUILDERS ASSOCIATION MUST BE ATTACHED WITH THE BID.
- A LIST OF A MINIMUM THREE (3) TRACEABLE REFERENCES WITH CONTACT NUMBERS IN ANY GOVERNMENT DEPARTMENT WHERE SIMILAR PROJECTS WERE COMPLETED BY THE BIDDER MUST BE ATTACHED WITH THE BID.
- CERTIFIED COPIES OF REGISTRATION WITH ECSA FOR THE STRUCTURAL ENGINEERING AND SACAP OR SAIA FOR ARCHITECTURE SHALL BE REQUIRED ON SITE HANDOVER.

1.2. Is a compulsory site inspection / briefing session required? Yes / No

1.3. Is local production and content part of the quote? Yes / No

if Yes, specify: 100 % SOUTH AFRICAN MANUFACTURED MATERIALS, CERTIFICATION TO BE PRESENTED AFTER SITE HANDOVER.

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

if Yes, specify: 80/20 PREFERENCIAL POINTS SYSTEM SHALL BE APPLIED.

1.5. Liability Cover insurance? Yes / No

if Yes, specify:

- A VALID STAMPED BY SOUTH AFRICAN DEPARTMENT OF LABOUR COPY WORKMAN'S COMPENSATION REGISTRATION MUST BE ATTACHED TO THE BID.
- A MOST RECENT COPY OF A VALID BIDDING COMPANY LIABILITY POLICY SCHEDULE HELD WITH A PRIVATE INSURANCE SERVICE PROVIDER SHALL BE PRESENTED ON SITE HANDOVER AFTER ISSUING OF THE OFFICIAL WORKS ORDER.

2. What is the specification of the required item?

PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH

ZNQ | ESB | 257 | 22

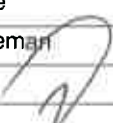

Design and Installation of the covered patient's waiting area shelter for PHC and Hast departments at East boom CHC

1. PROJECT SPECIFICATIONS

1.1 SCOPE OF CONTRACT

This Contract is for the execution of the project indicated above.

1.2 CONTRACT DRAWINGS

Name of End-user (in full)	Mr T Mkhize	Name of SCM Rep (in full)	Mr A Simboo
Designation / Rank (in full)	Artisan Foreman	Designation/ Rank (in full)	SMO
Signature		Signature	
Date	30/09/2021	Date	30/09/2021

This tender document is to be read in conjunction with the drawings listed below which is issued together with this document.

Drawing Number: Nil

The drawings and the designs are to be provided by the successful bidder for the department of health's consideration and approval before production. No claim will be considered for work, which requires to be changed due to the use of outdated drawings.

**1.3 CONDITIONS OF CONTRACT AND PRELIMINARIES**

**1.3.1 PERIOD OF CONTRACT**

*Eight (8) Weeks* is the Contract Period for the completion of the Work from date of Site handover.

**1.3.2 CONTRACT GUARANTEE:**

The Successful Bidder will **NOT** be required to submit a contract guarantee.

**1.3.3 GUARANTEE PERIOD**

The guarantee period for the completion of the Building, Painting all structural - work and all materials must be a minimum of Twelve (12) Calendar Months from the date of first delivery.

**1.3.3.1 PENALTIES FOR NON COMPLETION/ DEFAULT BY CONTRACT**

**Penalties at rate 7% of the contract value per day shall apply**

**1.3.4 SITE AND MODE OF PROCEDURE**

The work contained in this contract will be carried out on the site of the existing **East Boom CHC**  
 The Bidder is advised that the existing premises will be occupied throughout the period of the contract, and that the minimum amount of disruption to services is of the utmost importance.  
 Damage to the existing buildings - Bidders to note that any damages done or occurring to any of the buildings will be repaired at the expense of the contractor/ Bidder.

The installation must be to the satisfaction of the Kwazulu- Natal Department of Health.  
 Bidders are advised to visit the site prior to tendering and to acquaint themselves with the nature of the work to be done and access to the siting of the existing buildings etc., as no claim whatsoever will be allowed on the grounds of ignorance of the conditions under which the work will be executed.

**1.3.5 SATISFACTORY INSTALLATION**

The whole of the installation shall be carried out in accordance with the South African Bureau of Standards Code of Practice for the application of National Building Regulations, the KZNPA Standard Preambles to all Trades, the KZNPA General Electrical Specification, ICASA, Telecommunications regulations, the South African Bureau of Standards Code of Practice for the Wiring of Premises SABS 0142 and the Occupational Health and Safety Act and Regulations 85/1993 as amended.

Copies of the KZNPA Standard Preambles to all Trades and the KZNPA General Electrical Specification are available at the office of the Secretary for Health – KwaZulu-Natal and can be obtained on request.

**1.3.6 GENERAL**

The Bidder's / Contractors will be responsible for all masonry work associated with the structural installation and making good of all work related to the shelter installation. Any patching must be to the satisfaction of the KwaZulu-Natal Department of Health.

**2. TECHNICAL SPECIFICATION**

**2.1 GENERAL**

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Date	30/09/2021	Date	30/09/2021

This TECHNICAL SPECIFICATION shall be read in conjunction with all other sections of the SPECIFICATION and cognisance shall be taken of the clauses relevant to this particular installation, whether any specific clauses are referred to or not.

### 3. SCOPE OF WORK

The work to be carried out under this contract includes the supply of all materials, including all labour and leaving in service condition to the satisfaction of the Secretary for Health: KwaZulu-Natal.

#### 3.1. The work comprises of-

- a) Design and produce quality structural engineer and local supply authority approved architectural 3D and CAD layout of the shelters to be located outside PHC and Hast departments.
- b) Preparation of the holes for the upright pillars.

#### 3.2 Supply and install the following:

- a) New hot dipped galvanised steel posts
- b) New hot dipped galvanised purlins
- c) New IBR profile 0.75mm industrial grade colour plus Chromadek sheeting and barge.
- d) New 5mm fibre glass clear sheeting
- e) 12mm Bolts and nuts
- f) Material concrete for upright posts
- g) Chromadek cladding
- h) New aluminium gutters and downpipes including brackets and screws with neoprene washers

This project is for the design, supply and installation of the shelters over patients waiting areas for the PHC and Hast Departments. **NOTE THAT DRAWINGS PRODUCED MUST BE ELIGIBLE AND TO SCALE INCLUSIVE OF THE MEASUREMENTS.** All dimensions and heights shall be checked on site prior to any work being undertaken. Items marked as 'Provisional' are subject to remeasure on completion of project and before any final payments are processed.

#### **Frame work:**

Frame work of the shelter shall consist of Hot Dipped Galvanised steel square posts fixed to reinforced concrete bases with steel purlins over.

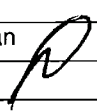
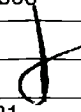
#### **NOTE:**

**The whole structure and reinforcing for bases shall be designed and certified by a Structural Engineer. Design shall be produced by successful bidder before any work is begun on site.**

#### **Roof Cover**

Insulation in form of Sisalation 450 supported on 3.6mm diameter galvanised straining wire shall be provided under the roof sheeting. Roof sheets shall be 0.75mm colour plus 'Chromadek' in continuous lengths supplied with cappings – traffic green/azure on exposed side and fixed to steel purlins with galvanised Hook Bolts – complete with neoprene sealing washers, steel washers and nuts.

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Date	30/09/2021	Date	30/09/2021

### 3.3 STANDARD PREAMBLES TO ALL TRADES

The Bidder shall carry out all work according to the Standard Preambles to all Trades. The standard preambles can be obtained from Department of Health Facilities Management.

#### **EARTHWORKS**

**SITE CLEARANCE:** —The item given in the Bills of Quantities for site clearance shall be deemed to include the removal from the site, or burning if permitted by the Local Authority, of shrubs and trees with trunks under 200mm girth measured at 1m above ground level, hedges, bushes, other vegetation, rubbish and debris.

Holes left by roots are to be backfilled with earth and rammed.

**EXCAVATIONS:** — Rates for excavations are to include for forming and trimming to the correct levels, falls, slopes, curves, etc. for trimming sides, stepping, levelling and ramming bottoms, staging and disposing of the excavated material as described in the items. Rates for excavations to reduce levels over site are also to include for forming and trimming banks to the required batter. The Contractor is to allow in his rates for the bulking of excavated material.

The term "excavate", unless otherwise stated, shall mean excavate in "soft excavation" as defined below and for the purpose of classifying excavations the following will apply: —

a) **Soft excavation:** — shall be excavation in material that can be efficiently removed by a back-acting excavator of flywheel power approximately 0, 10 kW per millimetre of tined-bucket width without the assistance of pneumatic tools such as paving breakers, or that can be efficiently loaded without prior ripping or stockpiling by a rubber tired front-end loader of approximately 15t mass and a flywheel power of approximately 100 kW.

#### **Treating the ground**

The ground under surface beds, and below suspended wood floors, must be treated by the application of Soil Insecticides of Chlordane or Aldrin types complying with SANS Specifications 1165 and 1164 respectively, mixed with water and applied at the rate of not less than 5 litres of solution per square metre uniformly over the whole surface. The concentration of the solution must be strictly in accordance with the manufacturer's instructions and to the approval of the Department.

The Department reserves the right to take samples of the diluted solution, at any time, in order to test the concentration of the chemicals used.

#### **ROOF COVERINGS**

**"CHROMODEK" ROOFING SHEETS:** - Shall be the secret fixed type, supplied with all fittings in full-length sheets in the profile and colour as specified. Sheets shall be a minimum of 0.75mm and maximum of 0.8mm thickness. When 0.75mm thick sheets are used, purlin spacings shall be a maximum of 1.2mtr $\phi$  and maximum 1.5mtr $\phi$  for 0.8mm thickness. Sheets shall leave the factory in the specified colour and any scratches etc., due to handling are to be 'touched up' on site after installation. All fixings, valleys, cappings and

securing clips shall be to manufacturers' recommendations and no variations shall be accepted without prior approval from the department.

0,75mm thick roof sheeting for purlins up to 1,2m spacing and 0,8mm thick roof sheeting for purlins exceeding 1,2m – 1,5m spacing.

**Generally:** — where sheet lengths are in excess of 12m these have been measured separately.

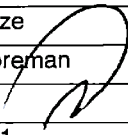

Roofing, etc. shall be lapped one flute at sides and 230mm at ends unless otherwise specified. Fixing roofing sheets are to be spaced one every crest along purlins at top and bottom edges of roof slopes and one to every alternate crest along intermediate purlins. Fixings to vertical cladding are to be spaced one to even alternate trough to each rail.

Fittings, unless otherwise specified, are to be lapped a minimum of 150mm and where necessary are to be drilled for and fixed with the fixings securing the roofing and cladding sheets.

#### **STRUCTURAL STEEL WORK**

**GENERALLY:** — The fabrication, assembly and erection of structural steelwork is to be

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executed in accordance with SANS Specification 1200H — Structural Steelwork (a copy of which the Contractor will be required to keep on site so that it can be referred to at all times during the Contract) with the following amplifications and amendments: —

**INTERPRETATIONS:** — Clauses 2.1 and 2.2 refer. This preamble, together with any other supplementary preambles appearing in these Bills of Quantities shall be deemed the project specification and are the "Portion 2" referred to in Clause 2.2.

**DEFINITIONS:** — Clause 2.3 of SANS Specification 1200H refers. All references to the Engineer shall be deemed to mean the Department.

**SUB-CONTRACTORS:** — The Contractor shall either (a) have adequate satisfactory and approved experience in this type of work or (b) employ an approved specialist structural steelwork Sub-Contractor. The Contractor, in the case of (a), or the specialist Sub-Contractor, in the case of (b), shall employ at all stages of the Works both on and off site a competent Supervisor experienced in the work.

**SHOP DETAIL DRAWINGS:** — The Contractor shall prepare shop detail drawings, in conformity with the details shown on the structural steelwork drawings and to show all information necessary for complete fabrication, assembly, erection and painting. In the preparation of the shop detail drawings the Contractor is to comply with the requirements of SANS Code of Practice 0162.

The cost of preparing all necessary shop detail drawings and copies thereof is to be allowed for by the Contractor in his rates.

The Contractor shall submit two copies of his shop detail drawings to the Department for approval at least 10 days before fabrication of the member concerned is due to commence. Such approval does not imply that a complete and comprehensive check of the detail drawings has been carried out, and the Contractor shall remain responsible for ensuring that the steelwork is correctly fabricated, assembled, erected and painted.

All plant and equipment used in the erection of structural steelwork shall be adequate in every respect. The Contractor shall allow in his rates for all necessary temporary bracing, and for maintaining and finally removing such temporary bracing.

Fixing of Bolts, etc.: — Unless approved by the Department, no pre-drilled fixings for bolts, etc. will be permitted through hollow section members. Any hollow section member that has been drilled or punctured in any way shall be considered condemned and must be replaced to the satisfaction of the Department.

**GALVANISING OF STEELWORK:** — All steel surfaces described to be galvanized are to be thoroughly sand, grit or steel shot blasted to white metal in accordance with SANS Code of Practice 064 and fluxed ready for galvanising, and the completed unit is to be hot dip galvanized after fabrication in accordance with SANS Specification 763 for general applications on the relative thicknesses of metal.

The zinc coating shall be continuous and of even thickness over all surfaces entirely free of bare spots, dull, rough patches, blisters and other imperfections and shall show no signs of peeling. Where site welding has to be done, the welds are to be properly cleaned down and cold galvanized to the approval of the Department.

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PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH

3. SCHEDULE OF RATES

PREAMBLE TO SCHEDULE OF RATES

Items and Pricing

The Department reserves the right to place an order for any quantities of items included in the Schedules. The Schedule of Rates must also not be assumed to include and describe every detail of the supply requirement, but must be taken and read in conjunction with the other parts of the document. Thus the supplier shall not have claim for further payment in respect of any order, which may be described or implied in the contract, although apparently no corresponding items are given in the Schedule of Rates. The supplier shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the contract and of the rates and prices stated in the Schedule of Rates.

Tax and Duties

Prices, tendered and paid, must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable to the current rate).

Rates

Except where provision is made in the Schedule of Rates, the rates and prices inserted shall be the full rates and prices for the service delivered described under the respective items and shall cover all labour, transport, overhead charges and profit, etc. as well as the general liabilities, obligations and risks arising out of the Conditions of Contract, the overhead charges and profit being spread proportionately over the rates of the relative items in the Schedule of Rates.

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**PART 4: WORK TO BE DONE AND SCHEDULE OF RATES**

**WORK TO BE DONE AND SCHEDULE OF RATES:**

Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL	
				R	c	R	c
	<p><b>NOTE:</b></p> <p>1). All rates for items contained in this Schedule of Prices must be computed <b>excluding</b> the applicable Sales Tax.</p> <p>2). The Administration reserves the right to Negotiate prices in the Bill of Quantities.</p> <p>3). All rubble shall be removed from site and suitably disposed of.</p>						
	<p><b>Design and Installation of the covered patient's waiting area shelter for PHC and Hast departments at East boom CHC</b></p>						
	<p><b>NOTES:</b></p> <p>All rates quoted shall be inclusive of transport, labour and profit.</p> <p>The Bidder is advised that the buildings are Occupied and interruptions to the electrical installation must be kept to an absolute minimum.</p>						
	<p><b>PROPRIETARY ARTICLES:</b></p> <p>All equipment and material used in this contract is to be that which is specified or other approved prior to submission of bid.</p>						
	<p><b><u>ALL WORK TO BE DONE ACCORDING TO THE STANDARD PREAMBLES</u></b></p>						
1)	Allow to remove the existing awning at PHC waiting area.	m <sup>2</sup>	12				
2)	Allow for fees for Structural Engineers, architectural design including production of legible schematic project drawings for consideration by Department of Health before implantation. Allow for certification of structure.	Item					
3)	Allow for drawing up of a safety work plan as required by OHS&A and Dept of Manpower.	Item					
4)	Allow to excavate in tarred surface and soft pickable soil ensuring that the underground services (Telecommunications, Electricity, Plumbing, etc.) are not damaged nor impeded for concrete bases for the upright beams. Size 600mm x 600mm x 600mm.	m <sup>3</sup>	5.5				
5)	Supply and apply soil poisoning in the excavated holes and supply poisoning certificate.	Item					
6)	Allow to cast material concrete to strength of 25Mpa for the pad foundations.	m <sup>3</sup>	5				
7)	Supply and cast concrete for pad foundations including slab with concrete strength of 25Mpa.	m <sup>3</sup>	10.5				
<b>Carried To Collection Summary PS 1</b>				<b>R</b>			

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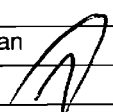
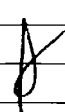
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**PART 4: WORK TO BE DONE AND SCHEDULE OF RATES**

**WORK TO BE DONE AND SCHEDULE OF RATES:**

Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL	
				R	c	R	c
8)	Supply and install 100mm x 100mm x 4mm Galvanised M.S post welded to 200mm x 200mm x 8mm M.s Plate. Stub columns 250mm x 250mm. use non shrink grout under base plate. Plate to be bolted to concrete pad with No 4 /16mm diameter bolts x 600mm long set in pad with hooked ends. Top of foundation to project + or – 10mm above finishing surface.	No	22				
	Supply and install 150mm x 76mm x 19mm x 3.5mm lipped M.S channel (lipped purlins) secure to M.S channel rafter (lipped rafters). Top of the post to be cut out to receive rafters. Two end flange to be bent inwards. Rafters to bolted through the remaining two sides flanges	m	160				
9)	Supply and install 10mm diameter bolts, nuts and washer to secured lipped channel and rafters	Item					
10)	Supply and install Sisalation 450 including galvanized support wire (Provisional)	m <sup>2</sup>	280				
11)	Supply and install galvanised eye hook bolts, nuts and neoprene capped washers to secure 0.6mm Chromadek metal IBR roof sheeting to lipped channel.	Item					
12)	Supply and install 0.75mm IBR profile 'Chromadek' colour plus roof sheeting in full lengths.	m <sup>2</sup>	280				
13)	Supply and install 300mm x 12mm uPVC fascia including joining strips screwed to 300x 150 x03mm M.S bracket welded with brass nuts and bolts. Plate welded to end of 150 x 76mm lipped purlins	m	90				
14)	Supply and install clip lock barge(Flashing) to be serrated broad flute close	m	26				
	<b>Aluminium rainwater pipes</b>						
15)	150 x 125mm 'Superspan Type 355' ogee pattern seamless eaves gutters fixed to falls to uPVC fascia including gutter bracket in suitable spacing.	m	90				
16)	Extra over eaves gutter for stopped end	No	8				
15)	Extra over gutter for outlet and joint to 100 x 75mm Aluminium downpipes rainwater pipe	No	16				
16)	100 x 75mm rainwater pipe fixed to 100 x100 Galvanized M.S post	No	4				
17)	Extra over 100 x 75mm rainwater pipe for shoe	No	8				
18)	Allow to remove all rubble from site.	Item					
19)	Allow for appointment of EPWP beneficiaries labour during the duration of the contract at a daily rate as per government gazette including allowing for the PPE. The beneficiaries must be included in the safety work plan file and under the bidder's liability cover.	No	4				
<b>Carried To Collection Summary PS 2</b>				<b>R</b>			

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**COLLECTION SUMMARY**

**INSTITUTION: East Boom CHC**



**PROJECT DESCRIPTION: Design and Installation of the covered patient's waiting area shelter for PHC and Hast departments**

**NOTE:**

THIS COLLECTION SUMMARY MUST BE COMPLETED IN FULL BY THE CONTRACTOR AND IT MUST BE RETURNED TOGETHER WITH THE QUOTATION FORM.

Collection Summary	PS 1	R	
Collection Summary	PS 2	R	
<b><u>SUB-TOTAL: CARRIED TO QUOTATION FORM</u></b>		R	

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# END-USER SPECIFICATION FORM

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

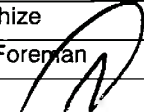
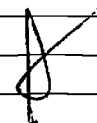
4. Penalties to be noted by the suppliers:

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

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Date	30/09/2021	Date	30/09/2021

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left[ \frac{x}{y} \right] \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

- 1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID No.** .....  
**ISSUED BY:** (Procurement Authority / Name of Institution):  
 .....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, ..... (full names),  
 do hereby declare, in my capacity as .....  
 of .....(name of bidder  
 entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % , as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_





Annex D

SATS 1284-2011

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. \_\_\_\_\_  
 (D2) Tender description: \_\_\_\_\_  
 (D3) Designated Products: \_\_\_\_\_  
 (D4) Tender Authority: \_\_\_\_\_  
 (D5) Tendering Entity name: \_\_\_\_\_  
 (D6) Tender Exchange Rate: \_\_\_\_\_

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	CALCULATION OF IMPORTED CONTENT						Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to part of entry	All locally incurred landing costs & duties	Total landed cost and VAT	Tender City	Exempted imported value
(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)	(D19)	(D20)	(D21)	(D22)
										(D23) Total exempt imported value	B D

B. Imported directly by the Tenderer

Tender Item no's	Description of imported content	Unit of measure	Overseas Supplier	CALCULATION OF IMPORTED CONTENT						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to part of entry	All locally incurred landing costs & duties	Total landed cost and VAT	Tender City	Total imported value
(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)	(D32)	(D33)	(D34)	(D35)
										(D36) Total imported value by tenderer	B O

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	CALCULATION OF IMPORTED CONTENT						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to part of entry	All locally incurred landing costs & duties	Total landed cost and VAT	Quantity Imported	Total imported value
(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)	(D45)	(D46)	(D47)	(D48)
										(D49) Total imported value by 3rd party	B O

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Local value of payments
			Foreign currency value paid	Tender Rate of Exchange	
(D49)	(D47)	(D48)	(D49)	(D50)	(D51)
					(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D52) Total of imported content & foreign currency payments - (D22), (D36) & (D51) above

Signature of Tenderer from Annex B

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

### Annex E

#### Local Content Declaration - Supporting Schedule to Annex C

(E1) Tender No.

(E2) Tender description:

(E3) Designated products:

(E4) Tender Authority:

(E5) Tendering Entity name:

**Note: VAT to be excluded from all calculations**

Local Products (Goods, Services and Works)	Description of Items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) Manpower costs (Tenderer's manpower cost)  R 0

(E11) Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)  R 0

(E12) Administration overheads and mark up (Marketing, insurance, financing, interest etc.)  R 0

(E13) Total local content  R 0

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B \_\_\_\_\_

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