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KWAZULU-NATAL PROVINCE
HEALTH
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AdvertQuote



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 2022-02-02

Closing Date: 2022-02-09

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: eThekweni Metro district office

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: Phoenix Mortuary

Date Submitted: 2022-02-02

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:
PHX/304/11/21-22

Item Category: Goods

Item Description: Uniform (Protective Clothing) - (FPS Coversalls 2-piece)

Quantity (if supplies): 110 suites

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: Download from Health website (www.kznhealth.gov.za)

QUOTES SHOULD BE DELIVERED TO: Tender box at 9-83 King Cesthwayo Highway, Highway House, Mayville, Durban

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Nontsikelelo Hlophe

Email: Nontsikelelo.Hlophe@kznhealth.gov.za

Contact Number: 031 240 5517

Finance Manager Name: Mr. X. Mnyandu

Finance Manager Signature:

No late quotes will be considered

OFFICIAL PRICE PAGE FOR QUOTATIONS

QUOTE NUMBER: PHX/304/11/21-22

DESCRIPTION: UNIFORM (PROTECTIVE CLOTHING)

SIGNATURE OF BIDDER

DATE

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

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
1.	02 Suite	FPS COVERALLS 2-PIECE - SIZE 30				
2.	12 Suite	FPS COVERALLS 2-PIECE - SIZE 32				
3.	20 Suite	FPS COVERALLS 2-PIECE - SIZE 34				
4.	16 Suite	FPS COVERALLS 2-PIECE - SIZE 36				
5.	06 Suite	FPS COVERALLS 2-PIECE - SIZE 38				
6.	12 Suite	FPS COVERALLS 2-PIECE - SIZE 40				
7.	14 Suite	FPS COVERALLS 2-PIECE - SIZE 42				
8.	10 Suite	FPS COVERALLS 2-PIECE - SIZE 44				
9.	12 Suite	FPS COVERALLS 2-PIECE - SIZE 46				
10.	06 Suite	FPS COVERALLS 2-PIECE - SIZE 48				
		(AS PER SPECIFICATION ATTACHED)				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

Does This Offer Comply With The Specification?	Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification?
Is The Price Firm?	State Delivery Period, e.g., 1day, 1week

<p>Enquiries regarding the quote may be directed to:</p> <p>Contact Person: Ntsiki Hlophe Tel: 0312405517</p> <p>E-Mail Address: nontsikelelo.hlophe@kznhealth.gov.za</p>	<p>Enquiries regarding technical information may be directed to:</p> <p>Contact Person: N GUMEDE Tel: 0315383600</p>
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DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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.....
- 2.2. Identity Number:
- 2.3. Position occupied in the Company (director, trustee, shareholder²):
- 2.4. Company Registration Number:
- 2.5. Tax Reference Number:
- 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
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¹"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);
- b) any municipality or municipal entity;
- c) provincial legislature;
- d) national Assembly or the national Council of provinces; or
- e) Parliament.

²"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 Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor). However, it must be noted that the Department reserves the right to evaluate all quotations excluding VAT as some bidders may not be VAT vendors.
- 3.5. The bidder must ensure the correctness & validity of the quotation:
- (i) *that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk*
 - (ii) *it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.*
- 3.6. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.7. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.8. Offers must comply strictly with the specification.
- 3.9. Only offers that meet or are greater than the specification will be considered.
- 3.10. Late offers will not be considered.
- 3.11. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.12. Used/ second-hand products will not be accepted.
- 3.13. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.14. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.15. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.16. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.17. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.18. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.19. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

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

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response is incomplete in any respect, the said supplier meets all specification requirements and is lowest to quote, the Department reserves the right to request the bidder to complete/submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
- 4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

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

6. SAMPLES

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

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

- 7.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.
 - (i) The institution has determined that a compulsory site meeting take place
 - (ii) Date / / Time Place

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

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

9. SUBMISSION AND COMPLETION OF SBD 6.1

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

10. TAX COMPLIANCE REQUIREMENTS

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

11. TAX INVOICE

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

- | | |
|--|--|
| (i) the name, address and registration number of the supplier; | (iv) a description and quantity or volume of the goods or services supplied; |
| (ii) the name and address of the recipient; | (v) the official department order number issued to the supplier; |
| (iii) an individual serialized number and the date upon which the tax invoice is issued; | (vi) the value of the supply, the amount of tax charged; |
| | (vii) the words tax invoice in a prominent place. |

12. PATENT RIGHTS

The supplier shall indemnify the **KZN Department of Health** (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

13. PENALTIES

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

14. TERMINATION FOR DEFAULT

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING
applicable box)

(Tick

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

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

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

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

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

Any QSE

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS.....

.....

.....

**KWAZULU-NATAL PROVINCE**HEALTH
REPUBLIC OF SOUTH AFRICA**DIRECTORATE:**

SUPPLY CHAIN MANAGEMENT

DEPARTMENTAL OF HEALTH KZN
PRIVATE BAG X 541318
DURBAN, 4000
83 KING GETHSWAYO HIGHWAY, MAYVILLE, 4000
Tel: (031) 240 5349 Email: Zandile.Khanyile@kznhealth.gov.za
www.kznhealth.gov.zaETHEKWINI DISTRICT OFFICE
HIGHWAY HOUSE**SPECIFICATION****SECTION A – GENERAL**

CLAUSE	CLAUSE DESCRIPTION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY"
1.	Locally produced / manufactured goods with 100% Local content will be considered.	
2.	Bidders are required to completed SBD 6.2; Annexure C, D and E Documents - Failure to comply will disqualify the documents.	
3.	Shortlisted bidders will be requested to provide a sample within a specified time and date and no samples will be accepted after the closing time.	
4.	Please state brand name of the item quoted for	
5.	Failure to return this specification document fully completed and signed may render your quotation document as not valid and will not be considered.	
6.	All items MUST be SABS/ISO approved to ensure quality and maximum protection of the employee.	

SECTION B: COVERALLS (2 PIECE)

LIST SPECIFICATIONS	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY"
1. JACKET: <ul style="list-style-type: none"> ➤ Front yoke and front facings ➤ Front slide fastener opening covered with a fly ➤ Slanted breast pockets (patch on inside of jacket) ➤ Left front to have a multi-coloured embroidered design ➤ Shoulder straps ➤ Back to be plain with a multi-coloured embroidered design ➤ Side slits 	



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

	<ul style="list-style-type: none"> ➤ Open-neck with one-piece collar ➤ Detachable long sleeves <ul style="list-style-type: none"> ○ With adjustable cuffs ○ With elbow reinforcement patches ○ Fitted with reflective tape ○ Fitted with an embroidered national flag on the left upper arm ○ Fitted with a multi-coloured embroidered design on the right upper arm. <p>Fitted with one sleeve pocket on the left upper arm.</p>	
2.	<p>TROUSERS:</p> <ul style="list-style-type: none"> ➤ Front fly opening fitted with a slide fastener ➤ Front to have a separate waistband that fastens with a button and buttonhole. ➤ Back waistband to be out-on, fitted with elastic webbing and ruched with four rows of stitching. ➤ Belt loops ➤ Two side pockets with through openings with slide fastener closure. ➤ Two thigh pockets with slide fastener closure ➤ Bottom leg openings ➤ Two lengths of reflective tape sewn to each leg. 	
3.	<p>The following components shall be supplied by the manufacturer. The components as given in clause T4 to shall be on acceptable match to the colour of the outer material (unless otherwise stated)</p>	
4.	<p>Outer Material:</p> <ul style="list-style-type: none"> ➤ 65% Polyester, 35% Viscose ➤ Std Mass 200g ➤ Finish: Ruco Blood Repell ➤ Rip-Stop Weaved ➤ Colour to be an acceptable navy blue colour as agreed upon between purchaser and supplier. 	
5.	<p>Touch and close fastener:</p> <ul style="list-style-type: none"> ➤ To comply with the requirements of SANS 1823 ➤ Nominal width of 25mm ➤ Unnapped Fastener 	
6.	<p>Slide Fastener:</p> <ul style="list-style-type: none"> ➤ Synthetic spiral ➤ Fly opening, chest pocket opening, bottom leg opening, and thigh pocket opening: one-way, closed end that complies with class B of SANS 1822. ➤ Front opening and sleeves: one-way, open and that complies with class B of SANS 1822 ➤ Thigh opening: one-way closed and that complies with class A of SANS 1822. 	
7.	<p>Elastic webbing:</p> <ul style="list-style-type: none"> ➤ To comply with the requirements for type 1 of SANS 142 and of nominal width 45mm 	
8.	<p>Reflective Tape:</p>	



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	<ul style="list-style-type: none"> ➤ A high visibility retro-reflective silver tape ➤ Of nominal width 50mm ➤ Retro- reflective properties to comply with the relevant requirements for a class 2 retro-reflective material of SANS 50741. 	
9.	<p>Embroidery Thread:</p> <ul style="list-style-type: none"> ➤ An acceptable 100% viscose machine embroidery thread of various colours. 	
10.	<p>Wadding:</p> <ul style="list-style-type: none"> ➤ An acceptable 100% polyester wadding. 	
11.	<p>Threads:</p> <ul style="list-style-type: none"> ➤ To comply with relevant requirements of SANS 1362 ➤ Sewing thread: polyester-and-cotton core-spun or staple polyester, ticket no. ➤ Overlocking thread: crimp textured polyester of polyamide, ticket no. 	
12.	<p>Jacket: Front:</p> <ul style="list-style-type: none"> ➤ To have a single yoke that shall be double-stitched along the yoke seam. ➤ To have a lapel step of finished width 25mm ➤ To have shaped front facings that shall extend from the shoulder seam to the front yoke seam. ➤ Front opening to be fitted with a slide fastener that shall extend from the yoke seam to 50mm above the bottom hem. ➤ Left front edge to be cut-on and folded to the inside, forming a fly of finished width 30mm – stitched down and concealing the slide fastener. ➤ Right front edge to be cut-on, folded to the inside forming a facing of finished width 50mm – stringer shall be sewn to the front edge. ➤ Fitted with two slanted inside patch breast pockets: <ul style="list-style-type: none"> ○ pocket bags of outer material ○ of finished front length 25cm ○ of finished width 17cm (measured in the centre) ○ outer edges to be double-stitched ○ pocket mouth to be slanted and fitted with a slide fastener of finished length 17cm ➤ Fitted with a multi-coloured embroidered design on the left front. ➤ To have side slits of finished length 13cm, stitched down. ➤ Fitted with shoulder straps that shall fasten with a button and buttonhole, sewn in with the sleeve insertion seam. 	
13.	<p>Jacket: Back:</p> <p>Back to be plain with a multi-coloured embroidered design.</p>	
14.	<p>Sleeves:</p> <ul style="list-style-type: none"> ➤ To be detachable inset sleeves <ul style="list-style-type: none"> ○ Fitted with a slide fastener, concealed by a 30mm overlap and fitted with a fly-catch of finished width 20mm ➤ Fitted with elbow reinforcement patches of outer material, interlined with wadding and double-stitched edges with the rear sewn in with underarm seams. 	



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	<ul style="list-style-type: none"> ➤ Fitted with retro-reflective tape along the full circumference of the sleeve: <ul style="list-style-type: none"> ○ Side edges to be double-stitched ○ bottom edge to be positioned at the bottom edge of the slide fastener overlap ○ sewn in with the underarm seam ➤ Right upper-sleeve to be fitted with a multi-coloured embroidery design ➤ Left upper sleeve to be fitted with a sleeve pocket of finished width and depth 90mm and 13cm respectively: <ul style="list-style-type: none"> ○ To have a centre stitching, forming two compartments and bar-tacked at the mouth ends ○ Positioned 70mm below the crown of the sleeve ➤ Left upper sleeve to be fitted with an embroidered national flag, positioned directly above the sleeve pocket. ➤ Outer cuffs to be fitted with adjustment straps of doubled outer material: <ul style="list-style-type: none"> ○ Sewn in width underarm sleeve ○ Of finished length 13cm ○ Fitted with 25mm male touch and close fastener ➤ Cuff to be fitted with 25mm female touch and close fastener <p>Cut hem to be of finished width 30mm.</p>		
15.	<p>Collar:</p> <ul style="list-style-type: none"> ➤ One-piece open-neck shirt type collar ➤ Edge-stitched <p>Of finished width 70mm at the points and 80mm at centre back</p>		
16.	<p>Trouser:</p> <ul style="list-style-type: none"> ➤ Front fly opening fitted with a slide fastener, double stitched and bar-tacked at the bottom edge. ➤ Front to have a separately cut waistband of finished width 40mm that shall fasten with a button and buttonhole. ➤ Back waistband to be fitted with elastic webbing and rucked with four rows of stitching. ➤ Waist to be fitted with five belt loops of finished length 70mm, two positioned on the front and three on the back. ➤ To have two side pockets <ul style="list-style-type: none"> ○ Positioned in the side seam, with the top edge 40mm below the waistband seam ○ Pocket bags of outer material ○ Pocket mouth of finished length 18cm and edge stitched 10mm ○ Mouth ends to be bar-tacked ○ Of finished width and depth 18cm (measured below bottom bar-tack of pocket mouth) ➤ Fitted with a through opening: <ul style="list-style-type: none"> ○ Positioned on inside of side pocket (same length as side pocket) ○ Opening to be fitted with a slide fastener ○ Fitted with a 20mm double folded outer material fly-catch behind the stringers. ➤ Fitted with two thigh pockets: <ul style="list-style-type: none"> ○ Centrally positioned over the side seam ○ Patch pockets of finished width 18cm ○ Of finished length 19cm ○ Pocket mouth to be of finished length 18cm and fitted with a horizontally positioned slide fastener, 30mm below the top edge of the pocket. 		



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	<ul style="list-style-type: none"> ○ Edges to be double stitched. ➤ Fitted with a knee reinforcement patch <ul style="list-style-type: none"> ○ Of outer material, interlined with wadding ○ Of finished depth 18cm ○ Laid on top of leg and top and bottom edges to be double-stitched ○ Slide edges to be sewn in with the side seams ➤ Each leg to be fitted with two lengths of reflective tape <ul style="list-style-type: none"> ○ Reflective tape to be positioned directly above and below the knee reinforcement patch ○ Edges to be double-stitched ○ Sewn-in with the inside leg seams ○ Around full circumference of the legs ➤ Fitted with a bottom leg opening <ul style="list-style-type: none"> ○ Fitted with a 20cm slide fastener ○ Fitted with two outer material patches on both sides of the slide fastener, each of finished width 30mm and edge-stitched ○ When slide fastener is closed, it shall reduce the bottom hem by 40mm <p>Bottom hem to be 25mm</p>	
17.	<p>Seams:</p> <ul style="list-style-type: none"> ➤ All seams shall be double-stitched (except the inside leg seam) <p>Raw edges shall be over locked</p>	
18.		
19.	<p>Embroidery:</p> <ul style="list-style-type: none"> ➤ Back Embroidery Logo: Forensic Pathology Services 22cm x 24,5cm ➤ Right upper sleeve embroidery: KZN Health Logo 8,5cm x 9cm <p>Front left chest embroidery: Forensic Pathology Services 5,5cm x 10cm</p>	
20.	SIZES	QUANTITY
21.	30	2
22.	32	12
23.	34	20
24.	36	16
25.	38	6
26.	40	12
27.	42	14
28.	44	10
29.		
30.	46	12
31.	48	6



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NAME OF COMPANY	
INITIAL AND SURNAME OF PERSON COMPLETING DOCUMENT	
DATE	
COMPANY STAMP	
# Bidder to INITIAL and DATE all pages. All completed documents must be returned with QUOTATION .	

Bidder Signature

Date



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SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes 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. Where necessary, for bids referred to in paragraph 1.2 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.
- 1.4. 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.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand 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 of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6 A bid may be disqualified if

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. "bid" includes written price quotations, advertised competitive bids 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 (this includes labour or intellectual property costs), 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 (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<u>Uniform: Coveralls 2 piece</u>	<u>100 %</u>

- 4. Does any portion of the services, works or goods offered

Have any imported content? (Tick applicable box)

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 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION

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: EThekweni District Office

.....
NB

1 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.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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:
 - (i) 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 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(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 1286:2011.

(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 1286:2011, 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 Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1) Tender No.
 (C2) Tender description: Khaki Lab Coats
 (C3) Designated product(s): Clothing, Textile
 (C4) Tender Authority:
 (C5) Tendering Entity name:
 (C6) Tender Exchange Rate:
 (C7) Specified local content %

Pula EU GBP

			Calculation of local content				Tender summary				
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
									(C20) Total tender value	R	
									(C21) Total Exempt imported content	R	
									(C22) Total Tender value net of exempt imported content	R	
									(C23) Total Imported content	R	
									(C24) Total local content	R	
									(C25) Average local content % of tender		

Signature of tenderer from Annex B

Date:

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

Notes: VAT to be excluded from all calculations.

4447 M 22.00

RU B 24.00

RU B 24.00

Tender No:
Tender Receipts:
Designated Products:
Tender Authority:
Tendering Entry Name:
Tender Exchange Rate:

A. Exempted Imported content										
Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender base Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost incl VAT	Summary
(021)	(022)	(023)	(024)	(025)	(026)	(027)	(028)	(029)	(030)	(031)
										Exempted imported value
										Total Exempted Imported value
(032) Total exempted imported value										

THIS TOTAL MUST CORRESPOND WITH ANNEX C (033)

B. Imported directly by the Tenderer										
Tender Item no's	Description of imported content	Units of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender base Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost incl VAT	Summary
(034)	(035)	(036)	(037)	(038)	(039)	(040)	(041)	(042)	(043)	(044)
										Total imported value
										Total imported value
(045) Total imported value by tenderer										

C. Imported by a 3rd party and supplied to the Tenderer										
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender base Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost incl VAT	Summary
(046)	(047)	(048)	(049)	(050)	(051)	(052)	(053)	(054)	(055)	(056)
										Quantity imported
										Total imported value
(057) Total imported value by 3rd party										

D. Other foreign currency payments		
Type of payment	Local supplier exceeds the beneficiary	Foreign currency value paid
(058)	(059)	(060)
(061) Total of foreign currency payments declared by tenderer and/or 3rd party		
(062) Total of imported content & foreign currency payments - (045), (046) & (061) below		
This total must correspond with Annex C - (033)		

Signature of tenderer from Annex B

Date:

