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COMPONENTS

DIRECTORY

DISTRICT OFFICES HEALTH FACILITIES

KZN Health > Components > Supply Chain Management

AdvertQuote

HEALTH REPUBLIC OF SOUTH AFRICA	Quotation Advert
pening Date:	2021-05-12
losing Date:	2021-05-19
losing Time:	11:00
NSTITUTION DETAILS	
nstitution Name:	Umkhanyakude district office
rovince:	KwaZulu-Natal
epartment or Entity:	Department of Health
livision or section:	Central Supply Chain Management
lace where goods / services is required	UMKHANYAKUDE HEALTH SUB- DISTRICT OFFICE
ate Submitted	2021-05-10
TEM CATEGORY AND DETAILS	
Quotation Number:	ZNQ: UMK 007/21/22
tem Category:	Goods
tem Description:	GLOVES HIGH RISK-LARGE = 500 BOXES GLOVES HIGH RISK- X LARGE =500 BOXES
Quantity (if supplies)	1000 BOXES
COMPULSORY BRIEFING SESSION	/ SITE VISIT
Select Type:	Not Applicable
Date :	
lime: /enue:	
QUOTES CAN BE COLLECTED FROM:	UMKANYAKUDE HEALTH SUB-DISTRICT OFFICE
QUOTES SHOULD BE DELIVERED TO:	UMKHANYAKUDE HEALTH SUB-DISTRICT OFFICE TENDER BOX NEXT TO SECURITY OFFICE
ENQUIRIES REGARDING THE ADVE	RT MAY BE DIRECTED TO:
Name:	Themba Mkhabela
Email:	umkhanyakude.quotationscm@kznhealth.gov.za
Contact Number:	035 572 1042
Finance Manager Name:	N- S Mt tembu
	()

STANDARD QUOTE DOCUMENTATION SUPPLY CHAIN MANAGEMENT OVER R30 000.00
YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT Umkhanyakude Sub-District Office
DATE ADVERTISED: 12/05/2021 CLOSING DATE: 19/05/2021 CLOSING TIME: 11:00
FACSIMILE NUMBER: 0355721077 E-MAIL ADDRESS: umkhanyakude:quotationscm@kznhealth:gov.za
PHYSICAL ADDRESS: Umkhanyakude Sub-District Office Next to Boxer Super Store, Opposite Cambridge Food
ZNQ NUMBER: UMK 007/21/22
ZNQ NUMBER:
Photograph Colombia (Colombia) and Colombia (Colombia)
CONTRACT PERIOD ONCE OFF VALIDITY PERIOD 60 Days SARS PIN
CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.
UNIQUE REGISTRATION REFERENCE
DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)
Umkhanyakude Sub-District Office Next to Boxer Super Store, Opposite Cambridge Food
Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for
consideration.
The quote box is open from 08:00 to 15:30.
ALL QUOTES MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RE-TYPED)
THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO WILL RESULT IN YOUR QUOTE BEING DISQUALIFIED)
NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODENUMBER FACSIMILE NUMBER CODENUMBER
CELLPHONE NUMBER
E-MAIL ADDRESS
VAT REGISTRATION NUMBER (If VAT vendor)
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES NO

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]



OFFICIAL PRICE PAGE FOR QUOTATIONS	ZNO	ONUMBER: UMK 007/21/22	
DESCRIPTION: HIGH RISK GLOVES	Massacarps and a second		
SIGNATURE OF BIDDER		DATE	******
CAPACITY UNDER WHICH THIS QUOTE IS SIGNED.	***************************************		

	y Description	Brand &	Country of	Price	
Quantity		model	manufacture	R	С
500 BOXES	HIGH RISK GLOVES- LARGE	, , , , , , , , , , , , , , , , , , , ,			1
500 BOXES	HIGH RISK GLOVES-L-XL LARGE				
	BLUE IN COLOUR, NATURAL RUBBER LATEX			·	+
	15 MIL X-LARGE, POWDER FREE	,			
	50 UNITS PER BOX				
	THICKER LATEX RESIST WEAR AND TEAR				1
					+
					-
					+
†					
					\Box
-					+
					\top
					_
 					+
					+
DED TAX @	15% (Only if VAT Vendor)		· · · · · · · · · · · · · · · · · · ·		
	500 BOXES	BLUE IN COLOUR, NATURAL RUBBER LATEX 15 MIL X-LARGE, POWDER FREE 50 UNITS PER BOX THICKER LATEX RESIST WEAR AND TEAR	BLUE IN COLOUR, NATURAL RUBBER LATEX 15 MIL X-LARGE, POWDER FREE 50 UNITS PER BOX THICKER LATEX RESIST WEAR AND TEAR	BLUE IN COLOUR, NATURAL RUBBER LATEX 15 MIL X-LARGE, POWDER FREE 50 UNITS PER BOX THICKER LATEX RESIST WEAR AND TEAR On the state of the state	HIGH RISK GLOVES-L-XL LARGE BLUE IN COLOUR, NATURAL RUBBER LATEX 15 MIL X-LARGE, POWDER FREE 50 UNITS PER BOX THICKER LATEX RESIST WEAR AND TEAR

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. E.G. 1day, 1week	

Enquiries regarding the quote may be directed to:

Contact Person, T.L. Mkhabela.....Tel.,0355721042.

E-Mail Address umkhanyakude quotationscm@la

Enquiries regarding technical information may be directed to:

Contact Person: N.M. Msane......Tel:0355721042.

SUPPLY CHAIN MANAGEMENT DEMAND & ACQUISITION

2021 -05- 10

UMKHANYAKUDE HEALTH DISTRICT PRIVATE BAG X026 JOZINI, 3969





DECLARATION OF INTEREST

1.	Any legal person, including persons employed by the state ¹ , or persons having a kinship with persons employed by the state, including a
••	Any logar baroard mercang baroare ambayan ay marana karana ay marana karana ay marana
	blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote,
	as the control of the
	limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, or part thereof, be awarded to persons
	the state of the s
	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	
22	Full Name of bidder/representative	Tax Reference Number:	
2.01	number of the state of the stat		
2.7.	The names of all directors / trustees / shareholders / members, their i employee / persal numbers must be indicated in paragraph 3 below.	ndividual identity numbers, tax reference	numbers and, if applicable, [TICK APPLICABLE]
2.8.	Are you or any person connected with the bidder presently employed		YES NO
2.8.1	I. If so, furnish the following particulars:		1
	Name of person / director / trustee / shareholder/ member:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	Name of state institution at which you or the person connected to the b Position occupied in the state institution:	Any other perfectors:	********************************
201	Position occupied in the state institution: If you are presently employed by the state, did you obtain the appro	Any other particulars	e work outside employment
2.0.4	in the public sector?	priate authority to discortance residence auth	YES NO
2.8.2	2.1. If yes, did you attach proof of such authority to the quote documer	it?	[ILS] [NO]
(Note:	Failure to submit proof of such authority, where applicable, may result it	n the disqualification of the quote.)	
2.8.2	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 spouse	
	state in the previous twelve months?		YES NO
2,9,	If so, furnish particulars: Do you, or any person connected with the bidder, have any relationship.	in (family friend other) with a nerson em	nloved by the state and who
2.10	may be involved with the evaluation and or adjudication of this quote?	p (lamily, morta, other) with a person on	YES NO
2.10	.1. If so, furnish particulars:	1415544371154441754715547683424113	
2,11	Are you, or any person connected with the bidder, aware of any relation	nship (family, friend, other) between any	other bidder and any person
	employed by the state who may be involved with the evaluation and o	r adjudication of this quote?	YES NO
2,11	.1. If so, furnish particulars:	no compone have any interest in any other	r rolated companies whather
2.12	c. Do you or any or the directors / trustees / snareholders / members of the or not they are bidding for this contract?	e company have any interest in any other	YES NO
2 12	1.1. If so, furnish particulars:		[/LO [NO
	·		
3. NB:	Full details of directors / trustees / members / shareholders. The Department Of Health will validate details of directors / trustees to ensure that their details are up-to-date and verified on CSD. If the not be considered and passed over as non-compliant according to Na	Department cannot validate the information	ation on CSD, the quote will
4	DECLARATION		
I, T FUI	HE UNDERSIGNED (NAME) RNISHED IN PARAGRAPHS 2.	CERTIFY THA	T THE INFORMATION
	CCEPT THAT THE STATE MAY REJECT THE QUOTE OR A OVE TO BE FALSE.	ACT AGAINST ME SHOULD THIS	DECLARATION
		Position Dat	te
	te' means -		
a) b)	any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management d. Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;) national Assembly or the national Council of pro	ovinces; or

*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) (ii)	The institution has determined that a compulsory site meeting Date Place Place	take place			
Instit	ution Stamp:	Institution Site Inspection / briefing session Official			
		Full Name:			
		Signature:			
J.	•	Date:			

8. STATEMENT OF SUPPLIES AND SERVICES

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

9. SUBMISSION AND COMPLETION OF SBD 6.1

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

10. TAX COMPLIANCE REQUIREMENTS

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

11. TAX INVOICE

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

12. PATENT RIGHTS

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

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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:
 - B-BBEE Status level certificate issued by an authorized body or person;
 - 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;
- "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:

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

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

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

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

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

5	RIN	DECL	ARATIO	V

- 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.

P . + + ·			
7.	SUB-CONTRACTING	(Tick applicable box)	
7.1	Will any portion of the contract be sub-contracted?	YES NO	
7.1.1	If yes, indicate:		
	i) What percentage of the contract will be subcontracted	·	
8.	Whether the sub-contractor is an EME or QSE	(Tick applicable box)	

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	٧٧	
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		

NATA

9.	DEÇLA	RATION WITH REGARD TO COMPANY/FIRM	
9.1	Name	of company/firm:	
9.2	VAT r	egistration number:	
9.3	Comp	any 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		CRIBE PRINCIPAL BUSINESS ACTIVITIES	
9.6			
0.0		Manufacturer Supplier Professional service provider Other service providers, e.g. transporter, etc.	vi
9.7	Total	number of years the company/firm has been in but	siness:
9.8	the B	the undersigned, who is / are duly authorised to do -BBE status level of contributor indicated in paragi reference(s) shown and I / we acknowledge that:	o so on behalf of the company/firm, certify that the points claimed, based on raphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for
	i)	The information furnished is true and correct;	
	ii)	The preference points claimed are in accordance v	with the General Conditions as indicated in paragraph 1 of this form;
•	iii)	In the event of a contract being awarded as a resu be required to furnish documentary proof to the sa	alt of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may tisfaction of the purchaser that the claims are correct;
		If the B-BBEE status level of contributor has been a have not been fulfilled, the purchaser may, in addit	claimed or obtained on a fraudulent basis or any of the conditions of contract ion to any other remedy it may have –
	(a) disqualify the person from the bidding process;	
£ 44 - 4	(b) recover costs, losses or damages it has incurre	ed or suffered as a result of that person's conduct;
	(0	arrangements due to such cancellation;	hich it has suffered as a result of having to make less favourable
	(d	who acted on a fraudulent basis, be restricted	hareholders and directors, or only the shareholders and directors by the National Treasury from obtaining business from any organ after the <i>audi alteram partem</i> (hear the other side) rule has been
	(е) forward the matter for criminal prosecution.	
4		,	
		NESSES	SIGNATURE(S) OF BIDDERS(S)
	1.		DATE:
	2.		ADDRESS

NAMES

SBD9

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

NAME .

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:	
(Bid Number and Description)	
In response to the invitation for the bid made by:	
(Name of Institution)	
Do hereby make the following statements that I certify to be true and complete in every res	spect:
I certify, on behalf of:th	nat:
(Name of Bidder)	

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidde
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.



- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature	Date
Position	Name of Bidder

NM

Js914w 2

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract

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, 2017, 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: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders 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) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. 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:

Description of services, works or goods	Stipulated minimum threshold
High Risk Gloves	<u>100</u> %
	%
	%
December of the goods or consists	affarad

 Does any portion of the goods or services offered have any imported content?
 (Tick applicable box)

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YES NO

3..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 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.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.

4. 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 (REFER TO ANNEX B OF SATS 1286:2011)

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. UMK 007/21/22

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.
- Guidance on the Calculation of Local Content together with Local Content Declaration 2 accessible Templates (Annex C, D and E) is http://www.thedti.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.

l, the undersigned, (full n	ames),
do hereby declare, in my capacity as		·
of(nam	e 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 1286:2011; and
- (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 3.1 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)	
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 3.1 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 14 of the Preferential Procurement Regulations, 2017



promulgated under the Preferential Policy For of 2000).	ramework Act (PPPFA), 2000 (Act No. 5
SIGNATURE:	
WITNESS No. 1	DATE:
WITNESS No. 2	DATE:

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Date:	Signature				8		Tender item no's					(C4) Tender A			(C1) Tender No.			
	oftenderer						item s		Specified local content %	Tender Exchange Rate:	Tendering Entity name:	Tender Authority:	Designated product(s)	Tender description:	0			
	Signature of tenderer from Annex B				[47]	/rg)	List of items		%);							
	,					(010)	Tender price - each (excl VAT)			Pula								
					1044	(C11)	Exempted imported value			<u>B</u>						Local		
·				•		(77)	Tender value net of exempted imported	Calculation of local content								Local Content Declaration - Summary Schedule		
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Annex D

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D. Other foreign currency payments Calculation of foreign currency payments Calculation of foreign currency payments	Description					value as per Commercial Involce	of Exchange	Imports	port of entry	landing costs & duties	cost excl VAT	Imported	
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Type of payment Cocal supplier Coca	Description				(D36)	value as per Commercial Involce	of Exchange	Imports	port of entry	lending costs & duties (D41)	cost excl VAT	Imported	
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Type of payment making the payment payment (O46) (O47) (O48) (O49) (O59) (O50) (O51) Cotation of the content		(033)	(034)		(036)	value as per Commercial Invoice (037)	of Exchange	Imports	port of entry	landing costs & duties (D41)	(D42)	(D43)	(D44)
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Date: Annex C - C23	D. Other fo	oreign currency	payments Local supplier making the payment	(035) Overseas beneficiary	(036) Calculation of foreign currency value paid	value as per Commercial Invoice (037) Rea currency S Tender Rate of Exchange	of Exchange (D38)	(D39) (D39)	port of entry (D40) oreign currency p	landing costs & duties (D41) (D45) To	(D42) (D42) tel imported valued by tenderer are	(D43) (D43) by 3rd party ad/or 3rd party	Summary of payments Local value of payments (OS1)
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SATS 1286.2011

Annex E

Fender Au	scription: d products:		Note: VAT to be excluded fro	om all calculations
	Local Products (Goods, Services and Works)	Description of Items purchased	Local suppliers	Value
	·	(E6)	(E7)	(E8)
			, , , , , , , , , , , , , , , , , , , ,	
	ļ			
	·	•	cts (Goods, Services and Works)	
	(E10) Manpower costs (Ter	derer's manpower cost)		
	(E11) Factory overheads (Ren	tal, depreciation & amortisation, utility costs	, consumables etc.)	
+	(E12) Administration overheads	and mark-up (Marketing, insurance, finan	ncing, Interest etc.)	
	•		(E13) Total local content	
			This total must correspond	with Annex C - C24
	of tenderer from Annex B			



EVALUATION CRETERIA

All proposal received shall be evaluated on the following;

SPECIFICATION

- Only Offers that meet the specification in all aspects as stipulated in the bid document will be considered.

CORRECTNESS OF THE DOCUMENT

- All information required in the bid documents must be accurate and fully completed, including all the appropriate signatures. The Department of Health reserves the right to verify all information.

DIRECT PREFERENTIAL POINT SYSTEM

- Suppliers may submit BBBB-EE certificate or sworn affidavit.

TAX CLEARANCE CERTIFICATE

Suppliers must comply in terms of TAX Status

CK DOCUMENT

Suppliers must be registered with CIPC and be active in business.

OTHER

- Suppliers must be registered with Central Suppliers Database (National Treasury).
- Suppliers must write the unique registration reference number in BLOCK LETTERS in the space provided.
- Kindly attach 1 (one) page proof of registration that shows the unique registration reference number with 36 digits to be verified on CSD.
- Only manufactured product with a minimum prescribed threshold for local content will be considered
- Only requested documents should be attached

NB: Please Note: Failure to comply with the above mentioned criteria will lead to automatic disqualification.

Faxed or emailed quotation (responses)

Fax Number: 035 572 1077

E-mail: umkhanyakude.quotationscm@kznhealth.gov.za

NB: It is the supplier's responsibility to ensure that his / her quotation (response) reaches our office on time since UMkhanyakude area has network problem in respect of fax /email

