



KZN Health Intranet

KZN HEALTH

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KZN Health > Components > Supply Chain Management

AdvertQuote



Quotation Advert

| | | |
|----------------------|------------|--|
| Opening Date: | 2022-01-12 | |
| Closing Date: | 2022-01-21 | |
| Closing Time: | 11:00 | |

INSTITUTION DETAILS

| | | |
|---|---------------------------------|-------------------------------------|
| Institution Name: | East Boom CHC | <input checked="" type="checkbox"/> |
| Province: | KwaZulu-Natal | |
| Department or Entity: | Department of Health | |
| Division or section: | Central Supply Chain Management | |
| Place where goods / services is required | Glenwood clinic | |
| Date Submitted | 2022-01-07 | |

ITEM CATEGORY AND DETAILS

| | | |
|-------------------------------|--|-------------------------------------|
| Quotation Number: | ZNQ: ESB 325/22 | |
| Item Category: | Services | <input checked="" type="checkbox"/> |
| Item Description: | INSTALLATION OF THE PATIENTS WAITING AREA SHELTER, PAINTING OF THE FACILITY AND REPAIRS TO THE VERANDAH ROOF AT GLENWOOD CLINIC. | |
| Quantity (if supplies) | | |

COMPULSORY BRIEFING SESSION / SITE VISIT

| | | |
|---------------------|--|-------------------------------------|
| Select Type: | Compulsory Briefing Session | <input checked="" type="checkbox"/> |
| Date : | 2022-01-17 | |
| Time: | 11:00 | |
| Venue: | EAST BOOM CHC (Boom street side) patients waiting area shelter | |

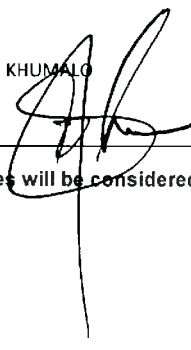
| | |
|--------------------------------------|-----------------------------|
| QUOTES CAN BE COLLECTED FROM: | Quotes attached with advert |
|--------------------------------------|-----------------------------|

| | |
|---------------------------------------|---|
| QUOTES SHOULD BE DELIVERED TO: | 541 Boom street, Quotation box next to security office OR Email: Quotations.EastBoom@kznhealth.gov.za |
|---------------------------------------|---|

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

| | |
|------------------------------|----------------------|
| Name: | Lindelwa Nxumalo |
| Email: | <input type="text"/> |
| Contact Number: | 033 264 4936 |
| Finance Manager Name: | <input type="text"/> |

MR J.D KHUMALO



Finance Manager Signature:

No late quotes will be considered

Print this page

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: |
|--------------------|--|

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.

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

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

Quote Number: _____

Item Description: INSTALLATION OF PATIENT'S WAITING AREA SHELTER, PAINTING OF THE FACILITY AND REPAIRS TO THE ROOF

Department/Section: GLENWOOD CLINIC Purpose of Item: INFRASTRUCTURE MAINTENANCE (CAT- C)

1. Pre-qualification criteria if any:

1.1. Is the item required to have a regulatory body certification (e.g. SABS, SANS, SANAS, ISO, CIDB, etc.)? Yes / No:
Regulatory Body / certification required if Yes:

- COPIES OF VALID CIDB GRADE 1GB OR GRADE 1SL OR GRADE 1CE MUST BE ATTACHED WITH THE BID.
- A LIST OF A MINIMUM THREE (3) TRACEABLE REFERENCES WITH CONTACT NUMBERS WHERE SIMILAR PROJECTS WERE COMPLETED BY THE BIDDER MUST BE ATTACHED WITH THE BID.

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

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

if Yes, specify: _____

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

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

1.5. Liability Cover insurance? Yes / No

if Yes, specify:

- A VALID COP OF DEPARTMENT OF LABOUR COPY LETTER OF GOOD STANDING OR PROOF OF REGISTRATION MUST BE ATTACHED TO THE BID.
- A MOST RECENT COPY OF A VALID BIDDING COMPANY LIABILITY POLICY SCHEDULE HELD WITH A PRIVATE INSURANCE SERVICE PROVIDER SHALL BE PRESENTED ON SITE HANDOVER.

2. What is the specification of the required item?

PROVINCE OF KWAZULU-NATAL
DEPARTMENT OF HEALTH

ZNQ

INSTALLATION OF PATIENT'S WAITING AREA SHELTER AND REPAIRS TO THE ROOF AT GLENWOOD CLINIC

1. PROJECT SPECIFICATIONS

1.1 SCOPE OF CONTRACT



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

1.2 CONTRACT DRAWINGS

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

Drawing Nr: Nil

The bidder shall be responsible for the production of a legible architectural structural design drawing outlining all site details, project details and measurements referring to the information outlined in the bill of quantities. All structural

| | | | |
|------------------------------|---|-----------------------------|---|
| Name of End-user (in full) | Mr T Mkhize | Name of SCM Rep (in full) | Mr A Simboo |
| Designation / Rank (in full) | Artisan Foreman | Designation/ Rank (in full) | SMO |
| Signature |  | Signature |  |
| Date | 22/11/2021 | Date | 22/11/2021 |

plans must be pre-approved by the relevant structural engineer and local supply authority. No claim will be considered for work, which requires to be changed due to the use of outdated drawings.

1.3 CONDITIONS OF CONTRACT AND PRELIMINARIES

1.3.1 PERIOD OF CONTRACT

Six (6) *Weeks* is the Contract Period for the completion of the Work from date of Site handover.

1.3.2 CONTRACT GUARANTEE:

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

1.3.3 GUARANTEE PERIOD

The guarantee period for the completion of the Building, Structural, Roof repairs and Painting - work and all materials must be a minimum of Six (6) Calendar Months from the date of first delivery.

1.3.3.1 PENALTIES FOR NON COMPLETION/ DEFAUTY BY CONTRACT

Penalties at rate of 9% of the contract value per day shall apply

1.3.4 SITE AND MODE OF PROCEDURE

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

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

1.3.5 SATISFACTORY INSTALLATION

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

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

1.3.6 GENERAL

The Bidder's / Contractors will be responsible for all masonry work associated with the structural installation, roof repairs, painting to walls and ceilings and making good of all work. The patching and painting must be to the satisfaction of the KwaZulu-Natal Department of Health.

2. TECHNICAL SPECIFICATION

2.1 GENERAL

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

| | | | |
|------------------------------|---|-----------------------------|---|
| Name of End-user (in full) | Mr T Mkhize | Name of SCM Rep (in full) | Mr A Simboo |
| Designation / Rank (in full) | Artisan Foreman | Designation/ Rank (in full) | SMO |
| Signature |  | Signature |  |
| Date | 22/11/2021 | Date | 22/11/2021 |

3. SCOPE OF WORK

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

3.1. The work comprises of-

- a) Excavation
- b) Installation of the patient's waiting area shelter
- c) Removal of the collapsed roof structure
- d) Preparation of ground and concrete

3.2 Supply and install the following:

- a) New patients waiting area shelter
- b) New concrete floor
- c) New roof sheets
- d) Quality and durable SABS approved wall paint
- e) Quality and durable SABS approved ceiling paint

This project is for the design, supply and installation of a shelter over patients waiting area, repairs to the roof leaks, removal of the collapsed roof over verandah and painting of walls and ceilings.

NOTE THAT DRAWINGS PRODUCED MUST BE TO SCALE WITH MEASUREMENTS OF THE SHELTER 3000MM WIDTH X 6000MM LENGTH X 4000MM HEIGHT AT FALLS ABOVE FINISHED FLOOR LEVEL. All dimensions and heights shall be checked on site prior to any work being undertaken. Items marked as 'Provisional' are subject to re-measure on completion of project and before any final payments are processed.

Frame work:

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

NOTE:

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

Roof Cover

Insulation in form of Sisalation 450 supported on 3.6mm diameter galvanised straining wire shall be provided under the roof sheeting. Roof sheets shall be 0.75mm colour plus 'Chromadek' and clear polycarbonate installed every 1550mm across the structure in continuous lengths supplied with cappings – Azzure blue on exposed side, cream on the underside and fixed to steel purlins with galvanised Hook Bolts – complete with neoprene sealing washers, steel washers and nuts.

3.3 **STANDARD PREAMBLES TO ALL TRADES**


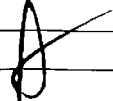
The Bidder shall carry out all work according to the Standard Preambles to all Trades. The standard preambles can be obtained from Department of Health Facilities Management.

EARTHWORKS

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

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

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

| | | | |
|------------------------------|---|-----------------------------|---|
| Name of End-user (in full) | Mr T Mkhize | Name of SCM Rep (in full) | Mr A Simboo |
| Designation / Rank (in full) | Artisan Foreman | Designation/ Rank (in full) | SMO |
| Signature |  | Signature |  |
| Date | 22/11/2021 | Date | 22/11/2021 |

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

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

Treating the ground

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

ROOF COVERINGS

"CHROMODEK" ROOFING SHEETS: - Shall be supplied with all fittings in full-length sheets in the profile and colour as specified. Sheets shall be a minimum of .58mm and maximum of .8mm thickness. When .58 thick sheets are used, purlin spacings shall be a maximum of 1.2mtrø and maximum 1.5mtrø for .8 thickness. Sheets shall leave the factory in the specified colour and any scratches etc., due to handling are to be 'touched up' on site after installation. All fixings, valleys, cappings and securing clips shall be to manufacturers' recommendations and no variations shall be accepted without prior approval from the department. 0,58mm thick roof sheeting for purlins up to 1,2m spacing and 0,8mm thick roof sheeting for purlins exceeding 1,2m – 1,5m spacing.

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

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

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

STRUCTURAL STEEL WORK

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

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

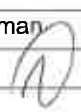

DEFINITIONS: — Clause 2.3 of SANS Specification 1200H refers. All references to the Engineer shall be deemed to mean the Department.

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

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

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

The Contractor shall submit two copies of his shop detail drawings to the Department for approval at least 10 days before fabrication of the member concerned is due to commence. Such approval does not imply that a complete and comprehensive check of the detail

| | | | |
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| Signature |  | Signature |  |
| Date | 22/11/2021 | Date | 22/11/2021 |

drawings has been carried out, and the Contractor shall remain responsible for ensuring that the steelwork is correctly fabricated, assembled, erected and painted.

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

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

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

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

**PROVINCE OF KWAZULU-NATAL
DEPARTMENT OF HEALTH**

3. SCHEDULE OF RATES

PREAMBLE TO SCHEDULE OF RATES

Items and Pricing

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

Tax and Duties

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

Rates

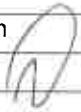
Except where provision is made in the Schedule of Rates, the rates and prices inserted shall be the full rates and prices for the service delivered described under the respective items and shall cover all labour, transport, overhead charges and profit, etc. as well as the general liabilities, obligations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

| | | | |
|------------------------------|---|-----------------------------|---|
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| Designation / Rank (in full) | Artisan Foreman | Designation/ Rank (in full) | SMO |
| Signature |  | Signature |  |
| Date | 22/11/2021 | Date | 22/11/2021 |

PART 4: WORK TO BE DONE AND SCHEDULE OF RATES

WORK TO BE DONE AND SCHEDULE OF RATES:

| Item | DESCRIPTION | UNIT | QTY | RATE/ UNIT | | TOTAL | |
|---|--|----------------|------|------------|----------|-------|---|
| | | | | R | c | R | c |
| | <p>NOTE:</p> <p>1). All rates for items contained in this Schedule of Prices must be computed excluding the applicable Sales Tax.</p> <p>2). The Administration reserves the right to Negotiate prices in the Bill of Quantities.</p> <p>3). All rubble shall be removed from site and suitably disposed of.</p> | | | | | | |
| | <p>INSTALLATION OF PATIENT'S WAITING AREA SHELTER AND REPAIRS TO THE ROOF AT GLENWOOD CLINIC</p> | | | | | | |
| | <p>NOTES:</p> <p>All rates quoted shall be inclusive of transport, labour and profit.</p> <p>The Bidder is advised that the buildings are Occupied and interruptions to the electrical installation must be kept to an absolute minimum.</p> | | | | | | |
| | <p>PROPRIETARY ARTICLES:</p> <p>All equipment and material used in this contract is to be that which is specified or other approved prior to submission of bid.</p> | | | | | | |
| | <p><u>ALL WORK TO BE DONE ACCORDING TO THE STANDARD PREAMBLES</u></p> | | | | | | |
| 1) | Allow for fees for Structural Engineers design and certification of structure. | Item | | | | | |
| 2) | Allow for consultants fees for drawing up of a safety work plan as required by OHS&A and Dept of Manpower. | Item | | | | | |
| 3) | Allow to remove tree stump in the area to be concreted. | Item | | | | | |
| 4) | Allow to excavate in soft ground for concrete Bases size 800mm x 800mm x 700mm. | m ³ | 3 | | | | |
| 5) | Supply and cast concrete for pad foundations including slab with concrete strength of 25Mpa. | m ³ | 10.5 | | | | |
| 6) | Allow for excavation ground in pick able soil and levelling ground | m ³ | 3.7 | | | | |
| 7) | Supply and apply soil poisoning and issue certificate. | Item | | | | | |
| Carried To Collection Summary PS 1 | | | | | R | | |

| | | | |
|------------------------------|---|-----------------------------|---|
| Name of End-user (in full) | Mr T Mkhize | Name of SCM Rep (in full) | Mr A Simboo |
| Designation / Rank (in full) | Artisan Foreman | Designation/ Rank (in full) | SMO |
| Signature |  | Signature |  |
| Date | 22/11/2021 | Date | 22/11/2021 |

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

| Item | DESCRIPTION | UNIT | QTY | RATE/ UNIT | | TOTAL | |
|---|--|----------------|-----|------------|---|-------|---|
| | | | | R | c | R | c |
| 8) | Supply and install 100 x 100 x 3.5mm Galvanised M.S post welded to 200 x200 x 8mm M.s Plate. Stub columns 250 x 250mm. use non shrink grout under base plate. Plate to be bolted to concrete pad with No 4 /16mm diameter bolts x 600mm long set in pad with hooked ends. Top of foundation to project + or - 10mm above finishing surface. | No | 6 | | | | |
| 9) | Supply and install 150 x 76 x19 x 3.5mm lipped M.S channel (lipped purlins) secure to M.S channel rafter (lipped rafters). Top of the post to be cut out to receive rafters. Two end flange to be bent inwards. Rafters to bolted through the remaining two sides flanges. (Provisional) | m | 44 | | | | |
| 10) | Supply and install 10mm diameter bolts, nuts and washer to secured lipped channel and rafters | Item | | | | | |
| 11)) | Supply and install Sisalation 450 including galvanized support wire (Provisional) | m ² | 20 | | | | |
| 12) | Supply and install galvanised eye hook bolts, nuts and neoprene capped washers to secure 0.6mm Chromadek metal IBR roof sheeting to lipped channel. | Item | | | | | |
| 13) | Supply and install 0.6mm IBR 'Chromadek' roof sheeting in full lengths. | m ² | 20 | | | | |
| 14) | Supply and install 300mm x 12mm uPVC fascia including joining strips screwed to 300x 150 x03mm M.S bracket welded with brass nuts and bolts. Plate welded to end of 150 x 76mm lipped purlins | m | 7 | | | | |
| 15) | Supply and install clip lock barge(Flashing) to be serrated broad flute close | m | 6 | | | | |
| 16) | 150 x 125mm 'Superspan Type 355' ogee pattern seamless eaves gutters fixed to falls to uPVC fascia including gutter bracket in suitable spacing. | m | 6 | | | | |
| 17) | Extra over eaves gutter for stopped end | No | 2 | | | | |
| 18) | Extra over gutter for outlet and joint to 100 x 75mm Aluminium downpipes rainwater pipe | No | 2 | | | | |
| 19) | 100 x 75mm rainwater pipe fixed to 100 x100 Galvanized M.S post | m | 8 | | | | |
| 20) | Carry out removal of the damaged roof sheeting on the verandah including timber rafters. Supply and install SABS treated timber rafters joined overlapping minimum 500mm to the existing timber rafters with M10 galvanised bolts, nylon nuts and fender washers. Allow to replace the 1 x 4500mm length IBR profile corroded roof sheeting with Chromadek sheet to match existing roof profile. | Item | | | | | |
| 21) | Allow removing the water damaged ceiling board, Supply and install gypsum ceiling board fixed onto the existing timber battens with drywall screws, 40mm pine coverstrips and 75mm cornice. | m ² | 8 | | | | |
| 22) | Allow for EPWP appointments including compensation as per government gazetted rates and PPE | No | 4 | | | | |
| 22) | Allow to remove all rubble from site. | Item | | | | | |
| Carried To Collection Summary PS 2 | | | | R | | | |

| | | | |
|------------------------------|---|-----------------------------|---|
| Name of End-user (in full) | Mr T Mkhize | Name of SCM Rep (in full) | Mr A Simboo |
| Designation / Rank (in full) | Artisan Foreman | Designation/ Rank (in full) | SMO |
| Signature |  | Signature |  |
| Date | 22/11/2021 | Date | 22/11/2021 |

COLLECTION SUMMARY

INSTITUTION: GLENWOOD CLINIC

PROJECT DESCRIPTION: INSTALLATION OF PATIENT'S WAITING AREA SHELTER AND REPAIRS TO THE ROOF

NOTE:

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

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

| | | | |
|------------------------------|---|-----------------------------|---|
| Name of End-user (in full) | Mr T Mkhize | Name of SCM Rep (in full) | Mr A Simboo |
| Designation / Rank (in full) | Artisan Foreman | Designation/ Rank (in full) | SMO |
| Signature |  | Signature |  |
| Date | 22/11/2021 | Date | 22/11/2021 |



END-USER SPECIFICATION FORM

3. Does a sample need to be submitted? Yes / No (select option 3.1 or 3.2)

3.1. Deadline for submission if Yes: Date ____/____/____ Time ____:____ Place _____

or

3.2. Specify that samples must be made available when requested in writing. Yes or No

4. Penalties to be noted by the suppliers:

4.1. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, **deduct from the contract price**, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

5. What is the evaluation criteria / special terms and conditions to be advertised?

| List evaluation criteria / special terms and conditions to be advertised (if applicable) | |
|--|--|
| 1. Pre-qualification criteria | Does the offer meet the pre-qualification criteria? |
| 2. Administrative | Does the offer comply to stipulated administrative requirements? |
| 3. Conformance: | Was the product made or service performed to specifications? |
| 4. Performance: | Will/does the product/service fulfil its performance obligation, in a manner that releases the supplier from all liabilities under the contract? |
| 5. Features: | What characteristics does the product or service have? |
| 6. Reliability: | How long can a product go between failures and the need for maintenance? (guarantee) |
| 7. Durability: | What is the useful life for the product? How will the product hold up under extended use? |
| 8. Serviceability: | How easy is it to repair, maintain or support the product or service? (customer support) |
| 9. Ability & Capacity | The ability and capacity of the vendor to execute the contract |
| 10. Preference points | Preferential Procurement System (80/20) if applicable |

| | | | |
|------------------------------|-----------------|-----------------------------|-------------|
| Name of End-user (in full) | Mr T Mkhize | Name of SCM Rep (in full) | Mr A Simboo |
| Designation / Rank (in full) | Artisan Foreman | Designation/ Rank (in full) | SMO |
| Signature | | Signature | |
| Date | 22/11/2021 | Date | 22/11/2021 |

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

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

1. General Conditions

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

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

Where

x imported content

y bid price excluding value added tax (VAT)

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

- 1.7. A bid will be disqualified if:

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

2. Definitions

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

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

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

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

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

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

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

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

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

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

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

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

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

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

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

Annex D

SATS 1236.2011

Imported Content Declaration - Supporting Schedule to Annex C

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

| |
|--|
| |
| |
| |
| |
| |
| |

Note: VAT to be included from all submissions

EU **€ 2.00** GBP **£ 11.00**

A. Exempted imported content

| Tender Item no's | Description of imported content | Local supplier | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of Imports | Freight costs to part of entry | All locally incurred landing costs & duties | Total landed cost and VAT | Tender Qty | Exempted imported value |
|-------------------------------------|---------------------------------|----------------|-------------------|--|----------------------|------------------------|--------------------------------|---|---------------------------|------------|-------------------------|
| (D7) | (D8) | (D9) | (D10) | (D11) | (D12) | (D13) | (D14) | (D15) | (D16) | (D17) | (D18) |
| (D19) Total exempted imported value | | | | | | | | | | | (D20) |

B. Imported directly by the Tenderer

| Tender Item no's | Description of imported content | Unit of measure | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of Imports | Freight costs to part of entry | All locally incurred landing costs & duties | Total landed cost and VAT | Tender Qty | Total imported value |
|--|---------------------------------|-----------------|-------------------|--|-------------------------|------------------------|--------------------------------|---|---------------------------|------------|----------------------|
| (D21) | (D22) | (D23) | (D24) | (D25) | (D26) | (D27) | (D28) | (D29) | (D30) | (D31) | (D32) |
| (D33) Total imported value by tenderer | | | | | | | | | | | (D34) |

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 Rate of Exchange | Local value of Imports | Freight costs to part of entry | All locally incurred landing costs & duties | Total landed cost and VAT | Quantity Imported | Total imported value |
|---|-----------------|----------------|-------------------|--|-------------------------|------------------------|--------------------------------|---|---------------------------|-------------------|----------------------|
| (D35) | (D36) | (D37) | (D38) | (D39) | (D40) | (D41) | (D42) | (D43) | (D44) | (D45) | (D46) |
| (D47) Total imported value by 3rd party | | | | | | | | | | | (D48) |

D. Other foreign currency payments

| Type of payment | Calculation of foreign currency payments | | | | Local value of payments |
|-----------------|--|----------------------|-----------------------------|-------------------------|-------------------------|
| | Local supplier making the payments | Overseas beneficiary | Foreign currency value paid | Tender Rate of Exchange | |
| (D49) | (D50) | (D51) | (D52) | (D53) | (D54) |
| | | | | | |
| | | | | | |

Signature of Tenderer from Annex B

(D55) Total of foreign currency payment(s) declared by tenderer and/or 3rd party

(D56) Total of imported content & foreign currency payments - (D33), (D47) & (D55)

Date:

