



KZN HEALTH

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AdvertQuote



Quotation Advert

Opening Date: 2022-05-26

Closing Date: 2022-06-02

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: East Boom CHC

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required East Boom CHC

Date Submitted 2022-05-25

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: ESB 41/23

Item Category: Services

Item Description: Carry out replacement of the condemned airconditioning units in HAST room 1, SCM office 2, HR Office amd trainers office. Specification and requirement attached

Quantity (if supplies) 04 Units

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Briefing Session

Date : 2022-05-30

Time: 11H00

Venue: East Boom CHC (Patients waiting shelter) Boom street side

QUOTES CAN BE COLLECTED FROM: Quotes attached with advert

QUOTES SHOULD BE DELIVERED TO: 541 Boom street, PMB OR Email: Quotations.EastBoom@kznhealth.gov.za


ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Lindelwa Nxumalo

Email:

Contact Number: 033 264 4936

Finance Manager Name: MR J.D KHUMALO

Finance Manager Signature: 

No late quotes will be considered

GENERAL CONDITIONS OF CONTRACT

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, in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
- (i) *that the price(s), rate(s) quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk*
- (ii) *it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.*
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

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

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or 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, which does not affect the price, is incomplete in any respect, the said supplier meets all specification requirements and offers the lowest price, the Department reserves the right to request the bidder to complete/ submit such information.
- 4.5. Any alteration made by the bidder must be 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 two 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 30 / 05 / 2022 Time 11 : 00 Place East Boom CHC (Patients waiting area shelter) Boom street side

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

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

9. TAX COMPLIANCE REQUIREMENTS

- 9.1. 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.**
- 9.2. 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.**

10. TAX INVOICE

10.1. 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. |

11. 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.

12. PENALTIES

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.
- 12.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

13. TERMINATION FOR DEFAULT

- 13.1. 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.
- 13.2. 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.
- 13.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

14. THE DEPARTMENT RESERVES THE RIGHT TO DISQUALIFY ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

Quote Number: ZNQ

Item Description: Carry out replacement of the condemned airconditioning unit in the HR, Hast room 1, SCM office and Trainer's Office

Department/Section: East Boom CHC

Purpose of Item: INFRASTRUCTURE MAINTENANCE CAT A

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:

- A VALID COPY AND ACTIVE CIDB GRADE MINIMUM 1ME MUST BE ATTACHED TO 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: _____

1.5. **Liability Cover insurance? Yes / No**

if Yes, specify: A VALID DEPARTMENT OF LABOUR LETTER OF GOOD STANDING MUST BE ATTACHED TO THE BID.

2. What is the specification of the required item?

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

ZNQ

Carry out replacement of the condemned airconditioning unit in the HR, Hast room 1, SCM office and Trainer's Office

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

These drawings may be updated from time to time during the course of the Contract, and the Contractor must ensure at the time of the installation that he has the latest copy of all drawings. 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

One (1) calendar Week as the Contract Period for the completion of the Work from date of Site handover.

1.3.2 CONTRACT GUARANTEE:

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

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	13/05/2022	Date	13/05/2022

1.3.3 GUARANTEE PERIOD

The guarantee period for the completion of the **Airconditioning Installation** work indicated above and all materials must be a minimum of Twelve (12) Calendar Months from the date of final delivery.

1.3.4 PENALTY FOR NON-COMPLETION

Penalties at the rate of **7.75%** of the contract value per day shall apply.

1.3.5 DEFAULT BY CONTRACTOR

Penalties at the rate of **7.75%** of the contract value per day shall apply.

1.3.6 SITE AND MODE OF PROCEDURE

The work contained in this contract will be carried out on the site of the existing **East Boom CHC**. The Contractor 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 - Tenderers to note that any damages done or occurring to any of the buildings will be repaired at the expense of the contractor/ Tenderer.

The installation must be to the satisfaction of the Kwazulu- Natal Department of Health.

NB: Tenderers 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.

1.3.7 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, 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.

1.3.8 CERTIFICATE OF COMPLIANCE

On completion of the service, a copy of the "Certificate of Compliance for Electrical Installation" must be submitted to the project leader for Health: KwaZulu Natal Umgungundlovu district East Boom CHC.

1.3.9 GENERAL

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

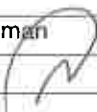

2. TECHNICAL SPECIFICATION

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.

2.1.1 SCOPE

The work to be carried out under this contract includes the supply, delivery, installation, connecting, testing, energising and leaving in service condition to the satisfaction of the project leader for Health – KwaZulu – Natal.

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	13/05/2022	Date	13/05/2022

PROVINCE OF KWAZULU-NATAL
DEPARTMENT OF HEALTH

3. SCHEDULE OF RATES

PREAMBLE TO SCHEDULE OF RATES

Items and Pricing

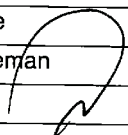
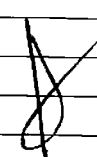
The Department reserves the right to place an order for any quantities of items included in the Schedules. The Schedule of Rates must also not be assumed to include and describe every detail of the supply requirement, but must be taken and read in conjunction with the other parts of the document. Thus 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.

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	13/05/2022	Date	13/05/2022

3.1 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>All rates for items contained in this Schedule of Prices must be computed excluding the applicable Sales Tax. The Administration reserves the right to Negotiate prices in the Bill of Quantities.</p>						
	<p>Carry out replacement of the condemned airconditioning unit in the HR, Hast room 1, SCM office and Trainer's Office at East Boom CHC</p>						
	<p>NOTES:</p> <p>a) All rates quoted shall be inclusive of transport, labour and profit. b) The Tenderer is advised that the buildings are Occupied and interruptions to the electrical installation must be kept to an absolute minimum. c) Where item quantity is provisional, it is subject to re-measure before or during or post installation.</p>						
	<p>PROPRIETARY ARTICLES:</p> <p>All equipment and material used in this contract is to be that which is specified or other approved.</p>						
1)	<p>Allow to remove the existing airconditioning units in HR, Hast Room 1, SCM Office and Trainer's office. Supply, install and commission quality and durable SABS approved "Samsung" or other approved by the department of health mid-wall split type airconditioning unit of 12000BTU including remote controls, manuals, insulated refrigerant interconnecting pipes, communication cables, galvanised mounting brackets, 10mm threaded bar with washers and nuts. The outside condensing unit must be mounted and any vibrations during operation must be mitigated, The new airconditioning unit must have a minimum 12month manufacturer guarantee. Final position to be determined on site.</p>	No	4				
2)	<p>Allow to connect electrical power supply into the existing electrical power supply isolators.</p>	Item					
3)	<p>Allow to remove the existing window wall type airconditioning unit, supply and install 6mm poly carbonate sheeting or Chromadek sheet laser cut to size over lapping the interior opening of the window wall unit and must be secured with 4 x 8/20 self-tapping screws on each side.</p>	No	2				
4)	<p>Allow to remove the existing window wall type airconditioning unit, supply and install bricks with motar mix 1:3 and plaster the interior finished to match existing wall surface. Allow to apply quality undercoat and apply 2 coats of quality non drip acrylic sheen paint to match existing. The face bricks must match existing.</p>	m ²	0.5				
Carried To Collection Summary			PS 1			R	

Name of End-user (in full)	Mr T Mkhize	Name of SCM Rep (in full)	Mr A Simba
Designation / Rank (in full)	Artisan Foreman	Designation/ Rank (in full)	SMO
Signature		Signature	
Date	13/05/2022	Date	13/05/2022

END-USER SPECIFICATION FORM

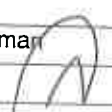

COLLECTION SUMMARY

Carry out replacement of the condemned airconditioning unit in the HR, Hast room 1, SCM office and Trainer's Office at East Boom CHC

NOTE:

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

Collection Summary	PS 1	R		
SUB-TOTAL "A"		R		
ADD Provision for Value Added Tax Allow 15% of SUB-TOTAL "A"		R		
TOTAL: CARRIED TO TENDER FORM		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	13/05/2022	Date	13/05/2022

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


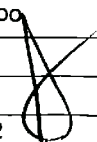
3.2. Specify that samples must be made available when requested in writing. Yes or No

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 Simboon
Designation / Rank (in full)	Artisan Foreman	Designation/ Rank (in full)	SMO
Signature		Signature	
Date	13/05/2022	Date	13/05/2022

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 E

Local Content Declaration - Supporting Schedule to Annex C

(E1) Tender No.	
(E2) Tender description:	
(E3) Designated products:	
(E4) Tender Authority:	
(E5) Tendering Entity names:	

Note: VAT to be excluded from all calculations

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

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

(E11) Factory overheads (Rental, deprecation & amortisation, utility costs, consumables etc.) R O

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

(E13) Total local content R O

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

Annex D

SATS 1296.2011

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: _____

(D14) VAT to be included from all calculations

CU \$ 7.00 GP \$ 12.00

A. Exempted imported content

Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of Import Value					Total landed cost incl VAT	Tender Qty	Exempted imported value
				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			
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
										(D19) Total exempted imported value	R 0

B. Imported directly by the Tenderer

Tender Item no's	Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of Import Value					Total landed cost incl VAT	Tender Qty	Total imported value
					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			
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)	(D32)
										(D33) Total imported value by tenderer	R 0	

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

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of Import Value					Total landed cost incl VAT	Quantity imported	Total imported value
				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			
(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)	(D45)
										(D46) Total imported value by 3rd party	R 0

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Local value of payments
			Foreign currency value paid	Tender Rate of Exchange	
(D47)	(D48)	(D49)	(D50)	(D51)	(D52)
					(D53) Total of foreign currency payments declared by tenderer and/or 3rd party
					(D54) Total of imported content & foreign currency payments - (D19), (D33) & (D46) above

Signature of tenderer from Annex B

Date: _____