

KZN Health Intranet

Search this site

HOME

CORPORATE INFORMATION

COMPONENTS

DIRECTORY

DISTRICT OFFICES

HEALTH FACILITIES

KZN Health > Components > Supply Chain Management

AdvertQuote

| KWAZULU-NATAL PROVING HEALTH REPUBLIC OF SOUTH AFRICA | с <u>в</u> Quotation Advert | |
|---|--|--|
| Opening Date: | 2022-05-18 | o |
| Closing Date: | 2022-05-25 | i D |
| Closing Time: | 11:00 | |
| INSTITUTION DETAILS | | |
| Institution Name: | Ekuhlengeni psychiatric hospital | ~ |
| Province: | KwaZulu-Natal | |
| Department or Entity: | Department of Health | |
| Division or section: | Central Supply Chain Management | |
| Place where goods / services is required | Ekuhlengeni Psychiatric Hospital | |
| Date Submitted | 2022-05-18 | io |
| ITEM CATEGORY AND DETAILS | | |
| Quotation Number: | ZNQ: ZNQEPH61/2022/23 |) |
| item Category: | Goods | ~ |
| Item Description: | TURUOISE BLUE TUNIC | The contract of the state of th |
| Quantity (if supplies) | 06 UNITS | |
| COMPULSORY BRIEFING SESSION / | SITE VISIT | |
| Select Type: | Not Applicable | • |
| Date: | | ip |
| Time: | | |
| Venue: | | |
| QUOTES CAN BE COLLECTED FROM: | MAIN SECURITY GATE @ EPH | |
| QUOTES SHOULD BE DELIVERED TO: | HAND EDELIVERED TO OLD SOUTH COAST ROAD, EKUHLENGENI PSYCHIATRIC HOSPITAL | |
| ENQUIRIES REGARDING THE ADVE | | |
| Name: | Ms F Maphumulo | |
| Email: | N/A | |
| Contact Number: | 031 - 905 4777/8 | .) |
| Finance Manager Name: | Mrs J Reddy | |
| Finance Manager Signature: | | |
| No | late quotes will be considered | |

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

| | STANDARD QUOTE DOCUMENTATION OVER RS0 000.00 |
|---|---|
| YOU ARE HEREBY INVIT | ED TO QUOTE FOR REQUIREMENTS AT EKUHLENGENI PSYCHIATRIC HOSPITAL 3 MAY 2022 CLOSING DATE: 25 MAY 2022 CLOSING TIME: 11:00 |
| DATE ADVERTISED: | CLOSING DATE: AND NIA CLOSING TIME: 11:00 |
| FACSIMILE NUMBER: | I/A E-MAIL ADDRESS; N/A DLD SOUTH COAST ROAD UMBOGINTWINI 4125 |
| PHYSICAL ADDRESS: | JED GOOTH GOAST NOAD SWID CITY VIIV |
| QUOTE NUMBER: ZNQE | IOISE BLUE DRESS x 6 UNITS |
| | JOISE BLUE DRESS x 6 UNITS |
| CONTRACT PERIOD | CE OFF VALIDITY PERIOD 60 Days SARS PIN. 114-14-14-14-14-14-14-14-14-14-14-14-14- |
| CENTRAL SUPPLIER DAT | ABASE REGISTRATION (CSD) NO. |
| UNIQUE REGISTRATION | REFERENCE |
| | |
| | TE BOX SITUATED AT (STREET ADDRESS) OAST ROAD UMBOGINTWINI 4125 |
| | |
| | |
| Bidders should ensure to consideration. | hat quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted fo |
| The quote box is open from | n 08:00 to 15:30. |
| QUOTATIONS MUST BE S | SUBMITTED ON THE OFFICIAL FORMS (NOT TO BE RETYPED) |
| | THIS QUOTE IS SUBJECT TO THE FOLLOWING EVALUATION PROCESS |
| INCLUDING BU APPLICABLE, AI | WILL BE EVALUATED FOR COMPLIANCE TO ADMINISTRATIVE AND SPECIFICATION REQUIREMENTS TO NOT LIMITED TO BIDDER'S DISCLOSURE, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IN OTHER SPECIAL CONDITIONS OF CONTRACT. |
| | AY ALSO BE EVALUATED ON FUNCTIONALITY IF APPLICABLE AND STATED IN THIS DOCUMENT. |
| O QUALIFYING PR | ROPOSALS WILL THEN BE EVALUATED ON PRICE ONLY |
| | THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED) |
| NAME OF BIDDER | |
| POSTAL ADDRESS | |
| STREET ADDRESS | |
| TELEPHONE NUMBER | CODENUMBER FACSIMILE NUMBER CODENUMBER |
| CELLPHONE NUMBER | |
| E-MAIL ADDRESS | |

VAT REGISTRATION NUMBER (If VAT vendor)

| | | FOR QUOTATIONS OVER REDUCISE BLUE DRES | | S | | _{BER:} ZNQEPH6 | | |
|-------------|---------------|--|----------------|---------------|----------------------|-----------------------------|---------------|----------|
| y signing t | this document | , I hereby agree to all terms ar | nd conditions] | | | | | |
| APACITY | ONDER WAIL | יון ועוס מחחוב וס פומובה. | | | | | , | |
| tem No | Quantity | Description | | | Brand & | Country of manufacture | Price | T |
| | 00 LINUTO | TUDONOIGE BLUE DE | FCC | | model | Inanulacture | R | C |
| | 06 UNITS | TURQUOISE BLUE DR | | · | | | | - |
| | | BANDED WASTE, 2 POC | | · A NAINIC | | | | _ |
| | | | | | | | | - |
| | | MOCK WRAP V NECK | | | | | | + |
| | | SIZES: MEDUIM x 3 & : | | | | | | + |
| | | SAMPLES WILL BE RE | | KOM | | | | +- |
| | | SHIRTLISTED COMPA | MES | | | | _ | - |
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| | | | | | | | | |
| VALUE A | DDED TAX @ | 15% (Only if VAT Vendor) | | | | | | |
| TOTAL Q | UOTATION F | RICE (VALIDITY PERIOD 60 | Days) | | | | | |
| | | | | | | | | |
| | | With The Specification? | ······ | | | .A.N.S. / S.A.B.S. Spec | cification? | |
| The Pric | e Firm? | | State De | livery Period | l, e.g., 1day, 1v | veek | | |
| | | | | | | | | |
| • | | ne <u>quote</u> may be directed to: | | Enquiries | regarding <u>tec</u> | <u>hnical information</u> m | ay be directo | ed to: |
| | | F Maphumulo _{Tel} 031 | | Contact P | erson: Ms F | Maphumulo _{Tel} | 031-905 4 | 775/6 |

BIDDER'S DISCLOSURE

| 4 | 0110000 | ~~ | T115 | CODM |
|----|---------|-------|------|--------|
| 1. | PURPOS | いに ひた | IHE | -UKIVI |

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

| 2.3. | Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a control | illing interest in |
|------|---|--------------------|
| | the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? | |

2.3.1. If so, furnish particulars:

2.2.1. If so, furnish particulars:

3. DECLARATION

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

| Name of Bidder | Signature | Position | Date |
|----------------|-----------|----------|------|
| | | | |

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person's having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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 disqua | lified from the e | evaluation process. |
|--------|--|-------------------|--|
| (i) | The institution has determined that a compulsory site meeting | | take place |
| (ii) | Date TimePlace | | |
| Instit | tution Stamp: | Institution Site | e Inspection / briefing session Official |
| | • | Full Name: | |
| | | Signature: | |
| | | Date: | |
| | | I | |

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

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,



DIRECTORATE:

Off Old South Coast Road P.O Box 3 UMBONGINTWINI 4125 Tel: (031) 9054775 Email: xolani.mnyandu@kznhealth.gov.za www.kznhealth.gov.za

EKUHLENGENI PSYCHIATRIC HOSPITAL

SPECIFICATION ON BOTTLE GREEN TUNIC

SECTION A - GENERAL

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

SECTION B TECHNICAL SPECIFICATIONS

| Features | Description | | | Bidder Remark |
|----------|---------------------------------|----------------------|---------------|---------------|
| 1. | Materiel: Polycotton twill | | | |
| 2. | Colour: Bottle green | | | |
| 3. | Asymmetrical front design with | | | |
| 4. | Short sleeves with concealed | metallic front v | vith top stud | |
| 5. | One breast pocket | | | |
| 6. | 2 front side pockets as found i | n medical scru | ıbs | |
| 7. | Size and Quantity per size: | | | |
| | Size of Bottle green Tunic | Quantity | Price in Rand | |
| | Small | ०३ ८०। | | |
| | Medium | DD03-1 | | |
| | Large | Am 04.2 | | |
| | XL | am 03-1 | | |
| | XXL | 200 03- 1 | | |
| | XXXL | no 03 1 | | |
| | | | | |
| 8. | NB: Sample will be requested | on Bid Evaluat | ion Stage | |

| Bidder Signature | Date |
|------------------|------|



SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

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

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

2. Definitions

- 2.1. "bid" includes written price quotations, advertised competitive bids or proposals;
- 2.2. "bid price" price offered by the bidder, excluding value added tax (VAT);
- 2.3. "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. "designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. "duly sign" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. "imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. "local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. "stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

| Description of services, works or goods | Stipulated minimum threshold |
|---|------------------------------|
| Bottle Green Tunic | <u>100 %</u> |

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

| have any imp (Tick applicat | orted content? ole box) | |
|--------------------------------|----------------------------|--|
| VES | NO | |

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

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

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

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

| YES | NO |
|-----|----|
| 1 | |

| 51 | If ves. | provide | the | following | particulars: |
|----|---------|---------|-----|-----------|--------------|
|----|---------|---------|-----|-----------|--------------|

| (a) | Full name of auditor: |
|-----|----------------------------|
| • ′ | Practice number: |
| ٠, | Telephone and cell number: |
| (d) | Email address: |

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

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

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

| LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER O | |
|--|---|
| IN RESPECT OF BID NO. | |
| ISSUED BY: Ekuhlengeni Psychiatric Hospital | |
| NB | |
| 1 The obligation to complete, duly sign and submit this declaration cannot be to an external authorized representative, auditor or any other third party acting the bidder. | |
| 2 Guidance on the Calculation of Local Content together with Local Conter Templates (Annex C, D and E) is accessible on http://www.thdti.go development/ip.isp. Bidders should first complete Declaration D. After Declaration D, bidders should complete Declaration E and then consolidate the on Declaration C. Declaration C should be submitted with the bid document closing date and time of the bid in order to substantiate the declarated paragraph (c) below. Declarations D and E should be kept by the bidders of purposes for a period of at least 5 years. The successful bidder is required to update Declarations C, D and E with the actual values for the duration of the content | completing ne information at the tion made in for verification continuously ntract. |
| I, the undersigned, | (full names), |
| do hereby declare, in my capacity as | |
| of(name entity), the following: | |
| (a) The facts contained herein are within my own personal knowledge. | |
| (b) I have satisfied myself that: | |
| (i) the goods/services/works to be delivered in terms of the above comply with the minimum local content requirements as specified as measured in terms of SATS 1286:2011; and the declaration templates have been audited and certified to be | e correct. |
| (c) The local content percentage (%) indicated below has been calculated using given in clause 3 of SATS 1286:2011, the rates of exchange indicated in above and the information contained in Declaration D and E which has been in Declaration C: | |
| Bid price, excluding VAT (y) | R |
| Imported content (x), as calculated in terms of SATS 1286:2011 | R |
| Stipulated minimum threshold for local content (paragraph 3 above) | 100% |
| Local content %, as calculated in terms of SATS 1286:2011 | |
| | |

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

| SIGNATURE: | DATE: |
|---------------|-------|
| WITNESS No. 1 | DATE: |
| WITNESS No. 2 | DATE: |

Annex D

| | | | | | Aseussons | Exempted Imported | 10101 | | Tale tarb inest correspond roth paper <- C21 | Assuments | Testal imported value | 1140 | 722 | | | | Control of the Contro | and the state of t | Summing . | | Total inspected value | (000) | | and the second s | | | Strong Commence of | 1.0541 V#but Of | payments | A. A. Sanda Control Control | | | | | |
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(1952) Total of foreign currency payments declared by tenderer and for est (1953), (1945) & (1953), (1953)

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CATE

This total must correspond with Annex C - C24 Note: VAT to be excluded from all calculations SATS 1286.2011 Valuo (£13) Total local content (E9) Total local products (Goods, Services and Worles) Local Content Declaration - Supporting Schedule to Annex C tocal suppliers (E7) (E11) [arterdion/overhands (Rental, depreciation & amortisation, utility costs, consumables etc.) (E12) Administration overheads and mark up. . . (Marketing, insurance, financing, interest atc.) Description of Items purchased Annex E (Tenderer's manpower cost) (Eb) Local Products
(Goods, Services and Works) (ELO) : Manpower costs: Signature of tenderer from Annex B Designated products: Tender Authority: Tendering Entity name: render No. Tender description: Date: (E2) (E3) (E3)

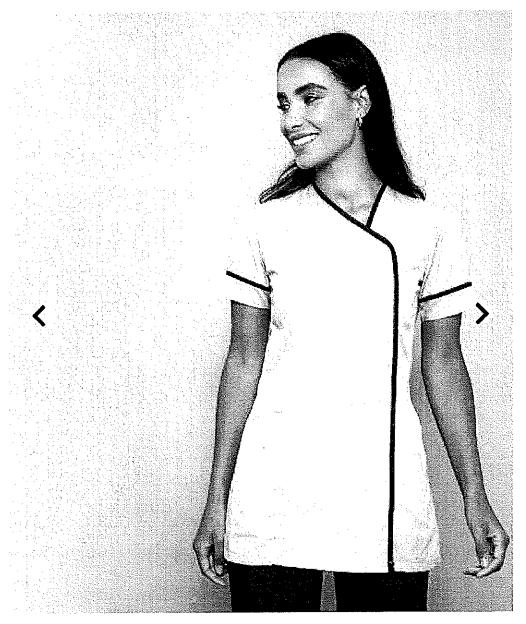
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Delamere Asymmetric Contrast Trim Tunic

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