health Department Health Health	Quotation Advert			
Opening Date:	2022-09-21			
Closing Date:	2022-09-27			
Closing Time:	11:00			
INSTITUTION DETAILS Institution Name:	Church of Scotland Hospital			
Province:	KwaZulu-Natal			
Department or Entity:	Department of Health			
Division or section:	Central Supply Chain Management			
Place where goods / services is required	Church of Scotland			
Date Submitted	2022-09-20			
ITEM CATEGORY AND DETAILS Quotation Number:	Cos195/22-23			
Item Category:	Goods			
ItemDescription:	DISPOSABLE FACE SHIELD (SPLASH PROTECTION)			
	1200			
COMPULSORY BRIEFING SESSION Soloof Type:	N / SITE VISIT			
Date:				
Time: Venue:				
QUOTES CAN BE COLLECTED FROM:	Attached together with advert			
QUOTES SHOULD BE DELIVERED TO:	Cosh tender box /email to Noluthando.Mchunu@kznhealth.gov.za			
ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:				
Namo:	Lihle Sokhela			
Email:	Lihle.Bhengu@kznhealth.gov.za			
Contact				
Number:	033 493 1000 Finance Mar	ıager Name:		
Finance Manager	SI Pienaar			
Signature:	(As)			

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: CHURCH OF SCOTLAND HOSPITAL DATE ADVERTISED: 21/09/2022 CLOSING DATE: 27/09/2022 CLOSING TIME: 11:00 FACSIMILE NUMBER: 033 493 1124 E-MAIL ADDRESS: Noluthando.Mchunu@kznhealth.gov.za PHYSICAL ADDRESS: R33 DUNDEE MAIN ROAD, TUGELA FERRY 3010 QUOTE NUMBER: ZNQ / COS / 195 / 22 - 23				
DESCRIPTION: DISPOSABLE FACE SHIELD (SPLASH PROTECTION) CONTRACT PERIOD				
(if applicable)				
CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.				
UNIQUE REGISTRATION REFERENCE				
DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)				
Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration.				
The quote box is open from 08:00 to 15:30.				
QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)				
THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.				
THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO 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)				
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES& QSEs) MUST BE SUBMITTED TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				

OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R30 000 QUOTE NUMBER: ZNQ/COS 195 / 22 - 23						
DESCRIPTI	ON:DISPO	SABLE FACE SHIELD (SPLASH PROTECTION)				· · · · · · ·
SIGNATURI [By signing t	E OF BIDDE this docume	Rnt, I hereby agree to all terms and conditions]	DATE			.,,,,,,,
CAPACITY	UNDER WH	ICH THIS QUOTE IS SIGNED		***************************************		.,,,,,,,
Item No	Quantity	Description	Brand & model	Country of manufacture	Price R	С
	1200	DISPOSABLE FACE SHIELD (SPLASH PROTECTION)		and and the control of the control o		
·····	:					
	:					
		7.716.77.7474.000000000000000000000000000000			**	
······································			<u> </u>			
		CHURCH OF SCOTLAND HOPSITAL TENDER BOX/				
		EMAILED TO:Noluthando.Mchunu@kznheaith.gov.za				
		PLEASE ATTACH THE FOLLOWING				
		BEE CERTIFICATE /SWORN AFFIDAVIT TAX CERTIFICATE				
		SDB6.2 AND				
		LOCAL CONTENT ANNEX C.D AND E				<u> </u>
	:	ANNEX C.D AND E		*******		
				<u></u>		
		15% (Only if VAT Vendor)	I .			
TOTAL QUO	DIATION PH	RICE (VALIDITY PERIOD 60 Days)				
Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification? Is The Price Firm? State Delivery Period, e.g., 1day, 1week						
Contact Pers	son: LIHLE S	SOKHELA Tel: 033 493 1049		nical information may		to:

BIDDER'S DISCLOSURE

4	D	URPOS	SE OF	THE	FORM
-	- Р	いれをいる	コニ レチ	INC	CURIN

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 because

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
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

- 2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

 YES/NO
- 2.2.1. If so, furnish particulars:
- 2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO
- 2.3.1. If so, furnish particulars:

3. DECLARATION

- I, the undersigned,(name)...... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:
- 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
Name of Didder	Oignataro		

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 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 DECÍSIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.

3.4. The price quoted must include VAT (if VAT vencor).

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 andors 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) & 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 veceipt 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 80½0 points system, 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 frm 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 ontext, 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, whereit is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and prior, the Doartment 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 doso may ender 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 quotation

4.9. If it is desired to make more than one offer against any individual itell such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attacked.

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

11. TAX INVOICE

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

12. PATENT RIGHTS

The supplier shall indemnify the KZN Department of Health (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. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

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

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

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

1. GENERAL CONDITIONS

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

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

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

2. DEFINITIONS

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

POINTS AWARDED FOR PRICE 3.

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Ps

Points scored for price of bid under consideration

Pt

Price of bid under consideration

Pmin

price of lowest acceptable bid

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

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

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

5.	RIN	DECL	.ARAT	ION
J.				1011

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

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

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

(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	(Tick			
	applicable box)		YES	NO	
71	Will any portion of the contract be sub-contracted?				

- will any p
- 7.1.1 If yes, indicate:
 - What percentage of the contract will be subcontracted.....%

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of

- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE 8.

(Tick applicable box)

YES

Preferential Procurement Regulations, 2017: QSE Designated Group: An EME or QSE which is at last 51% owned by: **EME** V 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

NO

€.	DECLAR	ATION WITH REGARD TO COMPANY/FIRM			
) .1	Name of company/firm:				
9.2	VAT registration number:				
9.3	Company registration number:				
9.4	TYPE	OF COMPANY/ FIRM [TICK APPLICABLE BC)X]		
	0 9 0	Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation Company (Pty) Limited			
9.5	DESC	RIBE PRINCIPAL BUSINESS ACTIVITIES			
•			DOM		
9.6		PANY CLASSIFICATION [TICK APPLICABLE Manufacturer Supplier Professional service provider Other service providers, e.g. transporter, etc.			
9.7		number of years the company/firm has been in			
9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, q the preference(s) shown and I / we acknowledge that:			ragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ tirm for		
	i) T	The information furnished is true and correct;			
	ii) T	The preference points claimed are in accordan	ce with the General Conditions as indicated in paragraph 1 of this form;		
	iii) li t	n the event of a contract being awarded as a lose required to furnish documentary proof to the	result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may e satisfaction of the purchaser that the claims are correct;		
	iv) li	f the B-BBEE status level of contributor has contract have not been fulfilled, the purchaser	been claimed or obtained on a fraudulent basis or any of the conditions of may, in addition to any other remedy it may have —		
	(a)	disqualify the person from the bidding proc	ess;		
	(b)	recover costs, losses or damages it has inc	curred or suffered as a result of that person's conduct;		
	(c)	arrangements due to such cancellation;	es which it has suffered as a result of having to make less favourable		
	(d)	who acted on a fraudulent basis, be restric	its shareholders and directors, or only the shareholders and directors sted by the National Treasury from obtaining business from any organ are, after the audi alteram partem (hear the other side) rule has been		
	(e)	forward the matter for criminal prosecution	,		
		VEC-0-0			
	WITI	NESSES	SIGNATURE(S) OF BIDDERS(S)		
	1.		DATE:		
	2.		ADDRESS		
	1				

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 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 good	ds Stipulated minimum threshold
		%
		%
		%
4.	Does any portion of the services, w have any imported content? (Tick applicable box) YES NO	orks or goods offered
4.1	prescribed in paragraph 1.5 of the	e used in this bid to calculate the local content as general conditions must be the rate(s) published by 2:00 on the date of advertisement of the bid.
The	elevant rates of exchange information	n is accessible on <u>www.reservebank.co.za</u> .
	ate the rate(s) of exchange against the x A of SATS 1286:2011):	e appropriate currency in the table below (refer to
Curr		Rates of exchange
US D		
	d Sterling	
Euro		
Yen		
Othe	r .	
NB: E	Bidders must submit proof of the SARI	B rate (s) of exchange used.
5.	Were the Local Content Declaration as correct? (Tick applicable box) YES NO	n Templates (Annex C, D and E) audited and certified
	120	
5.1. 1	f yes, provide the following particulars	:
(k (c) Telephone and cell number:	
	(Documentary proof regarding the c satisfaction of the Accounting Office	declaration will, when required, be submitted to the er / Accounting Authority)
6. V	Vhere, after the award of a bid, ch	allenges 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.

3

LOCAL CONTENT DECLARATION (REFER TO ANNEX B OF SATS 1286:2011)

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

N RESPECT OF BID NO.	
	••••
SSUED BY: (Procurement Authority / Name of Institution):	
NB	
1 The obligation to complete, duly sign and submit this declaration cannot to an external authorized representative, auditor or any other third party actiche bidder.	
Guidance on the Calculation of Local Content together with Local Content Templates (Annex C, D and E) is accessible on http://www.thdti.gdevelopment/ip.jsp . Bidders should first complete Declaration D. Aft Declaration D, bidders should complete Declaration E and then consolidate on Declaration C. Declaration C should be submitted with the bid doc the closing date and time of the bid in order to substantiate the declar paragraph (c) below. Declarations D and E should be kept by the bidders ourposes for a period of at least 5 years. The successful bidder is required update Declarations C, D and E with the actual values for the duration of the	ov.za/industrial ter completing the information umentation at ration made in for verification to continuously
, the undersigned,do hereby declare, in my capacity as	
(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 abid comply with the minimum local content requirements as speciand as measured in terms of SATS 1286:2011; and (ii) the declaration templates have been audited and certified to 	cified in the bid,
c) The local content percentage (%) indicated below has been calculated ormula given in clause 3 of SATS 1286:2011, the rates of exchang paragraph 4.1 above and the information contained in Declaration D and E vectors of the consolidated in Declaration C:	e indicated in
Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	
f the bid is for more than one product, the local content percenta	ides for each

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

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

SATS 1286.2011 **Total Imported** Note: VAT to be excluded from all calculations content (C19) (C24) Total local content (C25) Average local content % of tender Total exempted imported content (C23) Total Imported content (C18) Total tender value (C22) Total Exempt imported content (C22) Total Tender value net of exempt imported content (217) (C20) Total tender value Tender (35) ģ Local Content Declaration - Summary Schedule content % (per item) (25) Local value Annex C GBP GBP Imported value Calculation of local exempted imported content (C12) Tender value net of 끏 Exempted imported value Tender price -each (excl VAT) Pula List of items Signature of tenderer from Annex B 60) Tender Exchange Rate: Specified local content % Tendering Entity name: Designated product(s) Tender Authority: Tender description: Tender item Tender No. no's 8 Date:

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Annex D

					A	nnex D							
				Imported Co	ontent Declaratio	n - Suppoi	ting Scheo	lule to Ann	ex C				
(01) (02) (03) (04)	Tender No, Tender descripti Designated Prod Tender Authorit	lucts:							Note; VAT to be e all calculations	xcluded from			
(DS) (D6)	Tendering Entity Tender Exchange	rame:	Puła		Eυ	R 9,60	GBP	R 12.00]				
	A. Exempte	ed imported cor	ntent					Calculation of	Imported conter	nt			Summary
	Tender item no's	Description of im	ported content	Łocal supplier	Overseas Supplier	Forign currency value as per Commercial	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost exci VAT	Tender Qty	Exempted imported value
	(07)	(DE	ıj	(09)	(010)	Invoice (D11)	(012)	(D13)	(D14)	(015)	(016)	(D17)	(D18)
,	L.	L							<u> </u>	(019) Total exempt in	This total m	ust correspond with nex C - C 21
,	B. Importe	d directly by the	e Tenderer				***	Calculation of	imported conte	nt			Summary
	Tender item	Description of Im		Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports		All locally incurred landing costs & duties	Total landed cost excl VAT		Total imported value
	(D20)	(D2	1)	(022)	(D23)	(D24)	(D25)	(D26)	(027)	(D28)	(029)	(D30)	(031)
									<u> </u>				
										(0221Ye	tal Imported valu	by tendere	
											to mported van	e by (endere)	
	C. Imported	d by a 3rd party	and supplied	to the Tend	lerer	Foriga		Calculation of	imported conte	All locally			Summary
		f imported content	Unit of measure	Local supplier	Overseas Suppiler	currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	part of entry	Incurred landing costs & dutles	Total landed cost excl VAT	Quantity imported	Total imported value
		(D33)	(034)	(D35)	(D36)	(D37)	(D38)	(039)	(040)	{041}	(D42)	(043)	(D44)
,												-	
2										(D45) Tp	tal Imported valu	e by 3rd party	
	D. Other fo	reign currency	payments	•	Calculation of foreign						·		Summary of payments
	Туре	of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange							Local value of payments
		(046)	(D47)	(D48)	(049)	(050)							(051)
							1	(NE3) Te1-1 - * 2	oreign currency pa	tumanhe Jest	nd bue to a douce	d for 2sd un-	
	Signature of ten	derer from Annex 8						•	_ ,,				
	Data						(DS3) Tota	of imported co	ontent & foreign co	stlency paymei	sts • (D32), (D45)	This total m	sust correspond with nex C - C23
	Date:			-							J		

SATS 1286.2011

Annex E

ender No. ender description:		Note: VAT to be excluded fro	om all calculations
esignated products:			
ender Authority: endering Entity name:			
	MANAGER TO THE TOTAL TO THE TOTAL TO		
Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
and the state of t			
	(F9) Total local produ	icts (Goods, Services and Works)	
		,	
(E10) Manpower costs (Ter	derer's manpower cost)		<u></u>
(E11) Factory overheads (Ren	tal, depreciation & amortisation, utility costs	, consumables etc.)	
(E12) Administration overheads	and mark-up (Marketing, insurance, fina	ncing, interest etc.)	
		(E13) Total local content	
		This total must correspond	with Annex C - C2
ignature of tenderer from Annex B	•		