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ø

KZN Health > Components > Supply Chain Management

AdvertQuote

HEALTH REPUBLIC OF SOUTH AFRICA	Quotation Advert	
Opening Date:	2022-11-01	)11
Closing Date:	2022-11-04	E
Closing Time:	11:00	
NSTITUTION DETAILS		
nstitution Name:	Dr Pixley ka Isaka Seme Memorial Hospital	·
Province:	KwaZulu-Natal	
Department or Entity:	Department of Health	
Division or section:	Central Supply Chain Management	
Place where goods / services is required	DR PIXLEY KA ISAKA SEME MEMORIAL HOSPITAL	
Date Submitted	2022-11-01	E
ITEM CATEGORY AND DETAILS	Leading the second seco	
Quotation Number:	ZNQ:	
	DPM59/22-23	
tem Category:	Goods	<b>~</b>
tem Description:	SCRUB SUITS DISPOSABLE	
Quantity (if supplies) COMPULSORY BRIEFING SESSION /	VARIOUS  SITE VISIT	**************************************
Select Type:	Not Applicable	~
Date :		
Time:		
Venue:		
QUOTES CAN BE COLLECTED FROM:	KZN HEALTH WEBSITE	
QUOTES SHOULD BE DELIVERED TO:	310 BHEJANE STREET, KWAMASHU 4360 GATE 3, DR PIXLEY KA ISAK MEMORIAL HOSPITAL	(A SEM
ENQUIRIES REGARDING THE ADVE	RT MAY BE DIRECTED TO:	
Name:	ZAMAMPEMBE DLADLA	
Email:	pixley.quotations@kznheath.gov.za	
Contact Number:	031 530 1487	
Finance Manager Name:	Mr 8M Ntombela (2)	

## STANDARD QUOTE DOCUMENTATION OVER R30 000.00

STANDARD QUOTE DOCUMENTATION OVER 100 000.00
YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: Dr Pixley Ka Isaka Seme Memorial Hospital
DATE ADVERTISED: 01/11/2022 CLOSING DATE: 04/11/2022 CLOSING TIME: 11:00
FACSIMILE NUMBER: NIMBER: E-MAIL ADDRESS: pixley.quotations@kznhealth.gov.za
PHYSICAL ADDRESS: 310 Bhejane Road, Kwamashu, 4360, Dr Pixley Ka Isaka Seme Memorial Hospital, Gate No.3
QUOTE NUMBER: ZNQ / DPM / 59 /22 -23
DESCRIPTION: DISPOSABLE SCRUB SUITS
CONTRACT PERIOD VALIDITY PERIOD 60 Days SARS PIN
CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.
UNIQUE REGISTRATION REFERENCE
DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)
310 Bhejane Road, Kwamashu, 4360, Dr Pixley Ka Isaka Seme Memorial Hospital
EMAIL: pixley.quotations@kznhealth.gov-za
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)  YES NO
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES& QSEs) MUST BE SUBMITTED TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

tem No Quantity		ntity Description	Brand &	Country of	Price	
		'	model	manufacture	R	C
		SUPPLY & DELIVER				
1	3Boxes of	DISPOSABLE SCRUB SUITS (MEDIUM)				
	100 Units					
2	3Boxes of	DISPOSABLE SCRUB SUITS (LARGE)				
	100 Units					
3	3Boxes of	DISPOSABLE SCRUB SUITS (X-LARGE)				
	100 Units					
		NB:				
		BIDDER TO COMPLY LOCAL CONTENT				
		DECLARATION AND ANNEXURE D				
		*NB:SPECIFICATION ATTACHED				
		*SAMPLE MUST BE SUBMITTED				
						-
		15% (Only if VAT Vendor) RICE (VALIDITY PERIOD 60 Days)				

	Does The Article Conform To The S.A.N.S. / S.A.B.S.	
Does This Offer Comply With The Specification?	Specification?	
Is The Price Firm?	State Delivery Period, e.g., 1day, 1week	

Enquiries regarding the <u>quote</u> may be directed to:	Enquiries regarding technical information may be directed to:
Contact Person, Zama Dladla Tel. 931 530 1457  E-Mail Address: pixley.quotations@kznhealth.gov.za	Contact Person: SENZO NGCAMUTel:Tel:

#### BIDDER'S DISCLOSURE

1	PURPOSE	OF THE	FORM

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.

#### **BIDDER'S DECLARATION**

- Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?
- If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ 2.1.1 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

- Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring 2.2. YES/NO institution?
- 2.2.1. If so, furnish particulars: .....
- 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?
- 2.3.1. If so, furnish particulars: .....

#### DECLARATION 3.

- 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:
- I have read and I understand the contents of this disclosure; 3.1.
- I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect; 3.2.
- The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or 3.3. arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
- In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the 3.4. 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.
- The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any 3.5. competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the 3.6. 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.
- I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids 3.7. 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

<sup>1</sup> 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

<sup>2</sup> 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 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) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk
  - (ii) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.
- 3.7. 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 80/20 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 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 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 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 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

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

#### 11. TAX INVOICE

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

#### 12. PATENT RIGHTS

The supplier shall indemnify the KZN Department of Health (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.

#### DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Ps

=

Points scored for price of bid under consideration

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

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

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

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

E	DID	DECL	AD/	TION
3.		LIEUL	мпи	

8,

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
- 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1
- 6.1 B-BBEE Status Level of Contributor: = .......(maximum of 20 points)

Whether the sub-contractor is an EME or QSE

(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 R-BBFF status level of contributor.

1010 vali	proof of b-bble status level of contributor.			
7.	SUB-CONTRACTING (Tick			
	applicable box)	YES	NO	
7.1	Will any portion of the contract be sub-contracted?			
7.1.1	If yes, indicate:			
	i) What percentage of the contract will be subcontracted% ii) The name of the sub-contractor			

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME V	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

(Tick applicable box)

9.	DECLAR	ATION WITH REGARD TO COMPANY/FIRM	
9.1	Name	of company/firm:	
9.2	VAT re	gistration number:	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
9.3	Compa	any registration number:	
9.4	TYPE	OF COMPANY/ FIRM [TICK APPLICABLE BOX]	l
	0 0 0 0	Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation Company (Pty) Limited	
9.5	DESC	RIBE PRINCIPAL BUSINESS ACTIVITIES	
9.6	COMP	ANY CLASSIFICATION [TICK APPLICABLE BC	)X]
	0 0 0	Manufacturer Supplier Professional service provider Other service providers, e.g. transporter, etc.	
9.7	Total n	number of years the company/firm has been in bu	usiness:
9.8	the B-I		to so on behalf of the company/firm, certify that the points claimed, based on graphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for
	i) T	he information furnished is true and correct;	
	ii) T	he preference points claimed are in accordance	with the General Conditions as indicated in paragraph 1 of this form;
			ult of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may atisfaction of the purchaser that the claims are correct;
		the B-BBEE status level of contributor has be ontract have not been fulfilled, the purchaser ma	een claimed or obtained on a fraudulent basis or any of the conditions of y, in addition to any other remedy it may have –
	(a)	disqualify the person from the bidding process	s;
	(b)	recover costs, losses or damages it has incur	red or suffered as a result of that person's conduct;
	(c)	cancel the contract and claim any damages warrangements due to such cancellation;	which it has suffered as a result of having to make less favourable
	(d)	who acted on a fraudulent basis, be restricted	shareholders and directors, or only the shareholders and directors by the National Treasury from obtaining business from any organ after the audi alteram partem (hear the other side) rule has been
	(e)	forward the matter for criminal prosecution.	
	WITN	IESSES	
	1, .		SIGNATURE(S) OF BIDDERS(S)
			DATE:
	2		ADDRESS

# Department: Health PROVINCE OF KWAZULU-NATAL

Quot	e Number:					•
Item	Description:	GLAUB G. CM	SHITS	DISPOSABLE	······································	005
Depa	rtment/Section:	6 cm		Purpose of Item	ı;     .	PPE
1.	Pre-qualification criteria	if any:				
	I.1. Is the item required Regulatory Body / certifica	to have a regultion required if `	ulatory body certific Yes:	ation (e.g. SASS, SAI	NS, SANA	S, ISO, CIDB, etc.)? Yes / No:
	i.2. Is a compulsory sit if Yes, specify: Date	e inspection / b	oriefing session req TimePla	uired? Yes / No		
	1.3. Is local production f Yes, specify:					_
	1.4. Provisions of section f Yes, specify:	on 4(1)(a) of the	e PPPFA Regulation	ns,2017 if applicable?	Yes / No	)
	1.5. Liability Cover insuf Yes, specify:	rance? Yes /(N	9			
2.	What is the specification		ed item?	a total agricultura.		
	specifications to be adve		. 0: 1055		Commen	<u> </u>
1.	ScarB 54		POSABEE			
2. 3.	NAVY IN CO	OKA RO			· · ·	
4.	200 0011.5	for poo				· · · · · · · · · · · · · · · · · · ·
5.		*****				
or 4.	the purchaser shall,	sion if Yes: Date s must be made the suppliers: deliver any or a without prejudi	available when request all of the goods or to ice to its other reme	TimePlace  uested in writing. Yes   perform the services we dies under the contract	or N	
	interest rate calculat	ed for each day	of the delay until ac	tual delivery or perform	ance.	
5.	What is the evaluation o	riteria / specia	I terms and condition	ons to be advertised?	•	
Lis	evaluation criteria / spec	ial terms and co	onditions to be advert	tised (if applicable)		
1.	Pre-qualification criteria		meet the pre-qualifi			
2.	Administrative			d administrative require		
3.	Conformance:			performed to specificati		anner that releases the
4.	Performance:		product/service fulfil all liabilities under the		.юн, нга п	diffici that releases the
5.	Features:	What characte	eristics does the prod	duct or service have?		
6.	Reliability:			en failures and the nee		
7.	Durability:	What is the us	seful life for the produ	uct? How will the produ	ct hold up	under extended use?
8.	Serviceability:			or support the product of		(customer support)
9.	Ability & Capacity	· · · · · · · · · · · · · · · · · · ·		dor to execute the cont	ract	
10.	Preference points	Preferential P	rocurement System	(80/20) if applicable		
Na	me of End-user (in full)	Ne Dlad	1/0	Name of SCM Rep (in	n full)	Sun Maple
	signation / Rank (in full)	ECMP	(10) /	Designation/ Rank (in		Sign Masio

Signature

Page 1 of 1

Date

Signature

Date Of 06 1200 Standard End-User Specification Form

## ANNEXURE D – Target Local

PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT IN COMPLIANCE WITH PROCUREMENT REGULATION 2017

Ter	nder Number	Quote No :ZNQ/ DPM DPM 59/22-23	Description of Serv	ic
			DISPOSABLE SCRUB SUITS	
Nam	e of Tenderer (B	idder):		
Note imm	: The tenderer ( ediately be disq	bidder) who fail to meet the following pre ualified:	-qualification criteria will be regarded as non-re	sponsive and will
		PRE-QUALIFICATION C	RITERIA	Does it qualify? Yes / No/ NA
1.	A Tenderer (Bide Database (CSD)	der) having a stipulated minimum B-BBEE st	tatus level 1 contributor on Central Supplier	
2.	least 51% own indicate that the	ed by black people who are youth, wo	% to an EME or QSE which on CSD is at man, military veterans, whose address a of the hospital which is PINK ( Phoenix,	
		Or		
3.	address indica	dder) on CSD which is at least 100% ov ite that they are living within the catchn ida,Ntuzuma, Kwamashu)	wned by black people who are local, whose nent area of the hospital which is <b>PINK (</b>	
	Note: Tenderer	r (Bidder) failing either of the two criterion a disqualified	n will be regarded as non-responsive and	
4.	If the Tenderer valid proof of jo	(Bidder) opted to subcontract a minimum of int venture agreement endorsed with South	30% to an EME or QSE per above, there must be African Police (SAPS) affidavit.	,
	Note. We reser contracting bu disqualified	rve the right to check for validity of the jo It failing this criteria will be regarded as n	int venture agreement. Tenderer (Bidder) sub- on-responsive and will immediately be	
5.	clearance certif	QSE subcontracted must be registered with of icate on Central Supplier Database (CSD). In will be checked and verified with SARS via	Central Supplier Database (CSD), have valid tax If expired there must be proof of tax clearance a pin number.	
6.	Does the tende	rer (bidder) comply with pre-qualification crit	teria? If No what is/are the reason/s?	
Eva	luation will be bas	ed on mandatory requirements and specificati	on , technical compliant, pre-qualifying criteria, and pr	eferential points
<b>5</b> {11	L NAME .	. SIGI	NATURE OF THE BIDDER REPRESENTATIVE.	

Note: Prospective tenderer (bidder) is obliged to comply with pre-qualification criteria as prescribed on Preferential Procurement Regulation 2017, any tenderer (bidder) who fail to comply with this, will be regarded as non-responsive and be disqualified.

# DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This standard document must form part of all tender. 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, tenderers 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 tenders local production and content is of critical importance, such tenders must be advertised with the specific tendering 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 tender 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 tenders referred to in paragraphs 1.2 and 1.3 above, a two stage tendering 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 tender price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{xc}{3r}\right) \times 100$$

## Where

x imported content

y tender 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 tender as indicated in paragraph 4.1 below.

1.7. A tenderer will be disqualified if:

- the tender 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 tender documentation.
- 2. Definitions

4.

- 2.1. "tender" includes advertised competitive offers, written price quotations or proposals;
- 2.2. "tender price" price offered by the tenderer, excluding value added tax (VAT);
- 2.3. "contract" means the agreement that results from the acceptance of a tender 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 tender 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 tender 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 tender is/are as follows:

Description of services, works or goods	Stipulated minim	<u>um thres</u>	<u>hold</u>
			%
	,	<b></b>	%
			%
Does any portion of the services, works or have any imported content?	goods offered		YES / NO

4.1 If yes, the rate(s) of exchange to be used in this tender 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 tender.

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

3 above)

ND. LEIK	delets thas subtin proof of the of the fate (e) of extending		
LEC	AL CONTENT DECLARATION BY CHIEF FINANCIAL OFFI BALLY RESPONSIBLE PERSON NOMINATED IN WRITING FIVE OR SENIOR MEMBER/PERSON WITH MANAGEMEN (CLOSE CORPORATION, PARTNERSHIP OR INDIVII	BY THE CHI T RESPONSI	EF
ISSUED	BY: (Procurement Authority / Name of Institution):		
transferr	The obligation to complete, duly sign and submit this de ed to an external authorized representative, auditor or any of f of the tenderer.	eclaration cal ther third part	nnot be y acting
do hereb	dersigned,		
(a) The	facts contained herein are within my own personal knowledge	ę <sub>.</sub>	÷
ahove-si	ve satisfied myself that the goods/services/works to be deli becified tender comply with the minimum local content requinder, and as measured in terms of SATS 1286.	vered in term irements as s	s of the specified
(c) The 1286, th	local content has been calculated using the formula given e rates of exchange indicated in paragraph 4.1 above and the	in clause 3 of following fig	of SATS ures:
	Tender price, excluding VAT (y)	R	
	Imported content (x)	R	
	Stipulated minimum threshold for Local content (paragraph		

Local content %, as calculated in terms of SATS 1286

If the tender is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that Eskom has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the tender 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, 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 Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

Signature of tenderer from Annex B	Tender item no's	Tender No. Tender description: Designated product(s) Tender Authority: Tendering Entity name: Tender Exchange Rate: Specified local content X
rer from Annex B	List of items .	
-	Tender price - each (exd VAT)	Pula
	Exempted imported value	Local
	Tender value net of exempted Imported content (C12)	Annex C  Local Content Declaration - Summary Sche  EU  Calculation of local content
	Imported value (C13)	Annex C eclaration - S  68P
(C22) Tota	Local value	- Summar
(C20) Total t (C21) If Tender value	Local content % (per item)	y Schedule
Total tender value (C21) Total Exemp value net of exemp	Tender, Qty	्रेस स्थाप
(C20) Total tender value  (C21) Total Exempt Imported content (C22) Total Tender value net of exempt Imported content (C23) Tot (C24) Total (C25) Average local	Total tender value	
t Imported content t Imported content (C23) Total Imported content (C24) Total local content (C25) Average local content % of tender	Total exempted imported content	Note: VAT to be excluded from all calculations
	Total imported content	cluded from all

					Ar	nex D					•		9419 TEREZULI
			•	Imported Co	intent Declaration	ı - Suppor	ting Sched	lule to Ann	ех С	•			
(01) (02) (03)	Tender No. Tender descripti Designated Prod						:		Note: VAT to be e all calculations	ecluded from			
(D4) (D5)	Tender Authority							·					
(06)	Tender Exchange		Pula		£0[	R 9.00	GBP	R 12.00					
	A. Exemple	ed imported cor	ntent		1			Calculation of	emported conten	ıl			Summary
				•		Forign	<b>-</b>			Alliocalty			•
	Tenderikam no's	Description of im	ported content	Focal anables	Oversees Supplier	currency value as per Communicial Involve	Tander Exchange Rafe	Local value of Imports	Freight costs to post of entry	incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exampted imported value
	(07)	(OX	a)	(D9)	(D10)	(011)	(012)	(013)	(014)	(015)	(D16)	(017)	(D18)
		<u>L</u>							L	<u> </u>	) Total exempt ir	sported value	
							•					This total mi	ist correspondività iox C - C 21
()											-	200	ies C · E ZI
٠.,,٠	B. Importer	d directly by the	e Tenderer					Calculation of	Imported conter	at			Summary
						Forign currency		<u> </u>		All locally			
	Tender item no's	Description of in	ported content	Unit of maisure	Overseas Suppiler	velpë usper Commercial Involce	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	incurred lending costs & duties	Total landed cost exciVAT	Tender Qty	Total imported value
	(1220)	(DZ	ii)	(DZ2)	(023)	(D24)	(025)	(026)	(027)	(028)	(029)	(030)	(D31)
					•			<del> </del>					
		-											
		<u> </u>		<u> </u>	<u> </u>	<u> </u>	l,	Ļ	L	(D32)Te	tal imported valu	te by tenderer	
	c 1		4111_4					fotenistien ei	imported toriter				
	C. unported	d by a 3rd party	/ and supplied	to the rent	16161	Forign	Ì	Cassoran D	породия сони				Summary
	Description o	· i imported content	Unit of measure	Local supplier	Oversens Supplier	currency value as per Commercial Invoice	Tandar Rate of Exchange		Freight costs to port of entry	AB locally incurred binding costs & duties	Total landed cost excl VAT	Quantity Imported	Total imported value
		(D33)	(034)	(035)	(D36)	(037)	(D38)	(D39)	(040)	(041)	(D42)	(043)	(044)
								<u> </u>					
~``			-										
)	L		<u>.</u>	L.,		I	J	_	I	(D45) To	i tal imported vak	e by 3rd party	
	D. Other fo	reign currency:	payments	•	Calculation or foreign payment		٠		•				abitoting, it Lautot d
	Түрөз	of payment	Local supplier making the	Oversess beneficiary	Foreign currency value paid	Tender flate of Exchange	;	•					healusura Focaj Asine oj
		(046)	(047)	(048)	(049) `	(050)	] '						(051)
						-	1 .	••					
							·						
•			<u> </u>	<u> </u>			-	(052) Total of (	preign currency pt	yments declar	ed by tenderer an	d/or 3rd party	
	Simulture of tend	Serer from Annex B					(D53) Tot	al of imported to	ontent & foreign ti	тепсу рауте:	its - (D32), (D45)	This folutio	ust correspond with
	Date:											ДБ	ne / C - C 73
													***************************************

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4

SATS 1286.2011

#### Annex E

ender No.		Note: VAT to be excluded fro	om all calculations
ender description: esignated products:		7.755.	
ender Authority:		•	•
endering Entity name:			
Local Products	1		
(Goods, Services and Works)	Description of Items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
,			
	•		
	<u>, , , , , , , , , , , , , , , , , , , </u>		
		,	
	(E9) Total local produ	cts (Goods, Services and Works)	
(E10) Manpower costs (Ter	nderer's manpower cost)		
(E11) Factory overheads (Ren	tal, depreciation & amortisation, utility costs,	consumables etc.)	
(E12) Administration overheads	and mark-up (Marketing, insurance, finar	ncing, Interest etc.)	
		(E13) Total local content	,
		This total must correspond	with Annex C - C24
ignature of tenderer from Annex B			
•	. γ. γ. Σ	<b>\</b> .	