



Province of the
EASTERN CAPE
HEALTH

Eastern Cape Provincial Government – Invitation to bid

REQUEST FOR QUOTATION

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE NELSON MANDELA ACADEMIC HOSPITAL					
RFQ NUMBER:	SCMU3-P23/24-1323		CLOSING DATE: 13-February-2024	CLOSING TIME:	11:00 a.m.
DESCRIPTION	RENDERING OF PLUMBING REPAIRS AND MAINTENANCE OF FOR NELSON MANDELA ACADEMIC HOSPITAL FOR A PERIOD OF TWELVE (12) MONTHS				
BID RESPONSE DOCUMENTS MAY BE SCANNED AND SAVED IN A MEMORY STIC/ USB					
<p>The closing day/date/time and all other compliance requirements MUST be observed. No late submissions will be considered. <u>No briefing session, all enquiries and addition to be made via email before the closing date. Site visit can be arranged with the Project Manager</u></p>					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	N.Mfenguza		CONTACT PERSON	N.Mfenguza	
TELEPHONE NUMBER	047 502 4484		TELEPHONE NUMBER	047 502 4484	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	Procurement.nmah@gmail.com		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR QUOTE**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE QUOTE INVALID.

TERMS AND CONDITIONS FOR BIDDING

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

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RETURNABLE SCHEDULE 2: EVALUATION CRITERIA

Prospective QUOTE are required to submit the following documentation for quality for

RETURNABLE SCHEDULES

(All schedules must be completed and returned by the SUPPLIER)

SBD 1 (Part A and B)

Evaluation criteria

- Administrative compliance
- Compliance with Non-Negotiable Requirements
- Price & B-BBEE

Specification

Price Schedule

Declaration of Interest

Declaration of SUPPLIER's Past Supply Chain Management Practices

Certificate of Independent Quotation Determination

Preference points claim form

Administrative compliance;

#	<i>Requirement</i>	Please Tick /	
		Complied	Not Complied
A	Latest CSD report attached		
B	Invitation to QUOTE (SBD1) completed and signed		
C	Signed Pricing Schedule (SBD 3.1)		
D	Signed Declaration of Interest (SBD 4)		
E	Signed Preferential Points Claim (SBD 6.1)		
F	Declaration of Past SCM Practices (SBD 8)		
G	Certificate of Independent QUOTE Determination (SBD 9)		
H	Bank confirmation letter (Not older than 3 months)		

Stage 2: Non-Negotiable Requirements

Spec. Item No.	NON- NEGOTIABLE REQUIREMENTS	Compliance Yes / No	Comment
1	PIRB(plumbing industry regulatory board) registration to provide CoC		
2	Proof of previous employment must be attached with 3 contactable references of Plumbing work carried out (Name, contact no and amount to be written on the list)		
3	Certificate of CIDB-ISO grading (to be attached)		
4	Registration to IOPSA to be attached		
5	Letter of good standing with Workman's compensation.		

NB: Non-compliance to any of the above will result in the immediate disqualification of the bid

28. Stage 3: Price and Preference Evaluation

28.1. Responsive Suppliers which comply to the 2nd stage Non-negotiable evaluation will be evaluated on the 80/20-preference point system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Regulation 4 of the Procurement Regulations. The 80 points will be allocated for price and 20 points for attaining the B-BBEE status level contributor.

The QUOTE will be evaluated in terms of the 80/20-point system as stipulated in the Preferential Procurement Regulations, 2017. 80 points will be allocated for price and 20 points for attaining the B-BBEE status level of contributor.

28.2 In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Act (Act 5 of 2000), responsive QUOTES will be

adjudicated by the department on the 80/20- preference points system in terms of which points are awarded to QUOTE on the basis of:

- The QUOTE price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

The following formula will be used to calculate the points for price:

$$Ps = 80(1 - \frac{P - P_{min}}{P_{min}})$$

P_{min}

Where

P_s = Points scored for comparative price of QUOTE under consideration

P_t = Comparative price of QUOTE under consideration

P_{min} = Comparative price of lowest acceptable QUOTE

A maximum of 20 points may be allocated to QUOTE for attaining their B-BBEE status level of contributor 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

SPECIAL CONDITIONS:

- No price increase for the duration of the contract
- Suppliers MUST adhere to the specification throughout the contract.
- SUPPLIERS must fully complete a pricing schedule attached to the Quote document where applicable or provide a written quote complying with the pricing schedule.
- **Delivery/ Service is NOT subject to supplier's payment by the department or any client, all is required is delivery/ service according to the requirements of this engagement.**

SUPPLIER'S SIGNATURE OF COMPLIANCE.....

NAME:

DESIGNATION:

RETURNABLE SCHEDULE 3: CONDITIONS OF CONTRACT & OPERATIONAL REQUIREMENTS

1. CONTRACT

The contract for the rendering of the required Service in terms of this invitation to QUOTE shall come into being on the date of issue of the letter of acceptance of the QUOTE by the Eastern Cape Department of Health (Nelson Mandela Academic Hospital) and shall continue in force for a period of 12 months. The Supplier is further obliged for the future support while the contract is in force.

2. FEES AND CHARGES

2.1 Prices shall be firm for the first 2 months.

2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve contractor of any of its obligations under the contract.

2.3 To the extent that the Nelson Mandela Academic Hospital disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, Nelson Mandela Academic Hospital shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

3. GENERAL RESPONSIBILITIES OF THE CONTRACTOR

3.1 The contractor is expected to adhere to a service call as follows; -

3.1.1 Emergency within 3 hours

3.1.2 Normal preventative within 24 hours

3.2 **The Nelson Mandela Academic Hospital's operational requirements.** The contractor shall, in the provision of the required service, have due regard to the operational requirements of the Nelson Mandela Academic Hospital and other parties occupying or operating from the relevant institution, and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

3.3 **Problem identification and reporting.** The contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the Nelson Mandela Academic Hospital.

3.4 **Other Service Providers** The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the Nelson Mandela Academic Hospital, co-operate fully with such persons.

3.5 **Regulations and statutes** the contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.

- 3.6 Compliance with procedures.** It is recorded that during the currency of the contract the Nelson Mandela Academic Hospital may implement procedures and policies at the relevant Institution. The contractor shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.
- 3.7** The contractor shall ensure that it and its personnel shall at all times fully comply with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.
- 3.8** Should the Nelson Mandela Academic Hospital at any time believe that any member of contractor's personnel is failing to comply with any such procedures or policies, the Nelson Mandela Academic Hospital shall be entitled to deny such staff member access to the relevant premises and require contractor to replace such person without delay.
- 3.9 Contractor's procedures** The contractor shall, upon receipt of written request from the Nelson Mandela Academic Hospital or its appointed Technical Support Manager at the relevant Institution Provide the Nelson Mandela Academic Hospital with copies of all contractor's operating procedures and processes relating to the Services;
- 3.10 Provision of Services in clean and tidy manner.** The contractor shall ensure that the Services are provided in a clean and tidy manner.
- 3.11 Service reports:** The contractor shall, upon written request from the DOH or its appointed Nelson Mandela Academic Hospital Manager, provide the DOH with such reports relating to the Service as may be stipulated in the Specifications, or as may be reasonably required by the DOH or its appointed Nelson Mandela Academic Hospital Manager to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract.
- 4. HAZARDOUS MATERIALS**
The contractor will be held liable for any expenses that may be incurred by the NELSON MANDELA ACADEMIC HOSPITAL as a result of damage to property and injury to personnel as a result of poor quality products.
- 5. FIRE RISKS**
The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the Nelson Mandela Academic Hospital/Institution and take such remedial action as may be necessary.
- 6. ENERGY MANAGEMENT**
The contractor shall comply fully with the energy management strategy implemented at the relevant Institution from time to time and shall provide the Services in an energy efficient manner.
- 7. OCCUPATIONAL HEALTH AND SAFETY**
In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, no 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The contractor: -

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the Nelson Mandela Academic Hospital at the relevant Institution in covering letter relating to health and safety and will inform the Nelson Mandela Academic Hospital immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

8. SERVICE LEVEL AGREEMENT

It is recorded that the Nelson Mandela Academic Hospital and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

9. PERFORMANCE MEASUREMENT PROVISIONS

9.1 Introduction.

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications, QUOTE Conditions and the service level agreement (if any) contemplated in clause 11 of this document.

The provisions of Clause 10 document contain the manner in which contractor's performance will be measured throughout the term of the contract.

9.2 Compliance. For purposes of the contract the compliance by contractor with the stipulated responsibilities and service standards will be determined: -

- with reference to reports provided by contractor (inclusive of before and after photographs clearly indicating work performed);
- with reference to reports or complaints received from third parties;
- by means of user satisfaction surveys conducted by Nelson Mandela Academic Hospital
- by means of service reviews, inspections or any audit carried out by or on behalf of the Nelson Mandela Academic Hospital.

9.3 Records. Contractor shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. ***Upon termination of the contract such records must be provided to the Nelson Mandela Academic Hospital.***

9.4 Measurement of performance

- Periodic checks: Nelson Mandela Academic Hospital and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by Nelson Mandela Academic Hospital) the purpose of which shall be to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract if accepted by Nelson Mandela Academic Hospital.
- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to contractor by Nelson Mandela Academic Hospital, its appointed

facilities manager, or any other party shall be given proper and speedy consideration by contractor. The Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the Nelson Mandela Academic Hospital.

- **User satisfaction survey:** A user satisfaction survey shall be conducted by Nelson Mandela Academic Hospital at such intervals as Nelson Mandela Academic Hospital may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.

9.5 Results of checks, audits and surveys: Nelson Mandela Academic Hospital shall be entitled to utilize the findings of the surveys, checks, audits and reports contemplated above to determine compliance by contractor with the service standards and responsibilities stipulated in the contract. It is recorded that the results of the above checks shall, save to the extent that contractor can prove otherwise be binding on contractor and Nelson Mandela Academic Hospital shall be entitled to exercise its remedies stipulated in the contract based on such findings.

10. BREACH AND TERMINATION

QUOTE are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

11. LOSS AND DAMAGE

Contractor hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of/ or relating to any loss that the State or such third party may suffer as a result of/ or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

12. SUB-CONTRACTORS

Contractor may only sub-contract its obligations under the contract with the prior written consent of the Nelson Mandela Academic Hospital (or any other authorized authority) and then only to a person and to the extent approved by the Nelson Mandela Academic Hospital or such authority and upon such terms and conditions as the Nelson Mandela Academic Hospital or such authority require. It is recorded that where such consent is given contractor shall remain liable to Nelson Mandela Academic Hospital for the performance of the Services.

PART 3
STRATEGY

THE QUOTE CALLS FOR RENDERING OF MINOR PLUMBING REPAIRS AND MAINTENANCE AT NELSON MANDELA ACADEMIC HOSPITAL FOR A PERIOD OF TWELVE (12) MONTHS (WHEN & AS IS NEEDED)

- Nelson Mandela Academic Hospital under the Eastern Cape Department of Health (Nelson Mandela Academic Hospital) intends appoint a certified supplier to render minor plumbing repairs and maintenance for a period of 12 months.
- The QUOTE will be awarded to one supplier based on meeting maximum points scored and meeting all the requirements of this QUOTE.
- Suppliers will be called and issued with a Job Card when there is repairs. Completed job cards can be invoiced on a monthly basis for payment.

SCOPE OF WORK

- The suppliers will be required to render minor plumbing repairs and maintenance for 12 months and will be called when and as it is needed.
- Order will be generated for R1 000,000.00 (vat inclusive). Job cards will be issued for repairs needed and supplier must invoice Nelson Mandela Academic Hospital monthly for completed job cards. It must be noted that this contract is on a need basis and the contractor will have no claim if the work carried out under this contract is less than R 1 000,000.00

DECLARATION OF THE QUOTE ABILITY TO RENDERING OF MINOR PLUMBING REPAIRS AND MAINTENANCE AT NELSON MANDELA ACADEMIC HOSPITAL FOR A PERIOD OF TWELVE (12) MONTHS (WHEN & AS NEEDED)

- We hereby declare that we, _____ (name of the Supplier), have the capacity and capability to repair and maintain plumbing as specified.
- SIGNATURE OF THE SUPPLIER:
- Name (print):
- Date:

RETURNABLE SCHEDULE 4: SPECIFICATION

Standard Nelson Mandela Academic Hospital finishes and fittings to be used and installation to comply with SANS 101400

ITEM	DISCRIPTION	Compliance Yes / No	Comment
Manholes	All manholes to be pre-cast concrete rings (not smaller than 1m) with heavy duty lid for sewerage.		
Underground sewer piping	All underground sewer piping must be 110mm PVC – UG where needs be as pair requirement.		
Underground sewer piping	All underground sewer piping must be 160mm PVC – UG where needs be as pair requirement.		
Toilets (General)	All toilets must be close couple pan and cistern Vaal, (or similar) with heavy duty deluxe toilet seat, including 15mm isolating angle valve.		
Toilets (Vandal Proof)	All Vandal proof toilets shall be Vaal Sanitary ware vitreous china "Hibiscus Elite Vandal Proof "low level cistern_(code 7116LV),_complete_with_front_push button, lid, filments and low level flush pipe or equally approved		
Taps	All taps, mixers and shower stop-cocks to be Cobra heavy duty taps (or similar). In clinical areas, the elbow action type must be installed		
Hand basins	All hand basins must be Vaal (or similar) with 15mm isolating valves		
Scrub sinks	All scrub sinks must be Franke 2120125 (or similar) stainless steel wall mounted with 400mm splashback, with elbow soap dispenser. Mixer must be Cobra EL-508 (or similar) under thermostatic underarm mixer.		
Hydro-boil	15 lt, 2400-watt hydro-boil (220v) with isolating valves.		
Geyser installation 150	150lt Kwik Hot geyser complete installation with all fittings, eg. Vacuum breaker, safety valve, pressure		

ITEM	DISCRIPTION	Compliance Yes / No	Comment
	reducing valve, isolation valves, drain cocks, etc. including electrical connection.		
Geyser installation 200	200 lt Kwik Hot geyser complete installation with all fittings, eg. Vacuum breaker, safety valve, pressure reducing valve, isolation valves, drain cocks, etc. including electrical connection.		
Water Fountain	Maintain water fountains by filter replacements and leak repairs.		
Gulley	Installation of 110mm concrete dish		
Building rubble	All building rubble must be removed from site and project area kept safe and clean at all times.		

SCOPE OF WORK:

Plumbing Maintenance to Nelson Mandela Academic Hospital Building Bedford Orthopedic Hospital and Doctor's Accommodation for a period of 12 months or to a maximum of R1000,000.00, whichever comes first.

RATES TABLE:

Nb	DESCRIPTION	UNIT	QTY	RATE
1.	Supply and Install 150L Geyser complete with fittings (Labour inclusive)	each	1	
2.	Replace Basin complete with fittings (Labour inclusive)	each	1	
3.	Replace Elbow-Action Mixer Cobra 515/055H-21 (Labour inclusive)	each	1	
4.	Replace blue and red headpart complete on Elbow-Action Mixer Cobra 515/055H-21 (Labour inclusive)	each	1	
5.	Replace Elbow-Action Mixer Cobra 508 (Labour inclusive)	each	1	
6.	Replace blue and red headpart complete on Elbow-Action Mixer Cobra 508 (Labour inclusive)	each	1	
7.	Replace Toilet complete with Vaal Sanitary ware vitreous china "Hibiscus-Elite-Vandal Proof" low-level cistern (code 7116LV), complete with front push button, lid, fittings and low level flush pipe or equally approved (labour inclusive)	Each	1	
8.	Replace Toilet complete (Labour inclusive)	each	1	
9.	Replace Ceramic Hand washbasin with Vaal Hygia medical ceramic basin - VL-703600WH (Labour inclusive)	each	1	
10	Replace Bottle trap Cobra 365-40 complete (Labour inclusive)	each	1	
11	Unblock Sewer Pipes with High Pressure Jet Machine (Labour inclusive)	Per hour	1	
12	Remove existing and supply and build new manhole cover complete with heavy duty lid (Labour inclusive)	each	1	
13	Supply and Build Manhole complete with heavy duty lid cover (Labour inclusive)	each	1	
14	Replace Bowl Urinal complete with flush unit and waste. (Labour inclusive)	each	1	
15	Supply and Install 15 Litre Hydro-Boil (Labour inclusive)	each	1	
16	Servicing of Water Fountains (Labour inclusive)	each	1	
17	PVC Pipe 150 mm diameter Class "C"	6m	1	
18	PVC Pipe 150 mm 90 degree bend	each	1	

No	DESCRIPTION	UNIT	QTY	RATE
19	PVC Pipe 150 mm Cascade Clamp	each	1	
20	PVC Pipe 110 mm diameter Class "C"	6m	1	
21	PVC Pipe 110 mm 90 degree bend	each	1	
22	PVC Pipe 110 mm Cascade Clamp	each	1	
23	PVC Pipe 75 mm diameter Class "C"	6m	1	
24	PVC Pipe 75 mm 90 degree bend	each	1	
25	PVC Pipe 75 mm Cascade Clamp	each	1	
26	PVC Pipe 50 mm diameter Class "C"	6m	1	
27	PVC Pipe 50 mm 90 degree bend	each	1	
28	PVC Pipe 50 mm Cascade Clamp	each	1	
29	PVC Pipe 40 mm diameter Class "C"	6m	1	
30	PVC Pipe 40 mm 90 degree bend	each	1	
31	PVC Pipe 40 mm Cascade Clamp	each	1`	
32	Copper pipe 15 mm ϕ Class 0	5.5m	1	
33	Copper 15 mm ϕ 90 degree bend	each	1	
34	Copper straight connector 15 mm ϕ Class 0	Each	1	
35	Copper 15 mm ϕ Cascade Clamp	each	1	
36	Copper pipe 22 mm ϕ Class 0	5.5m	1	
37	Copper 22 mm ϕ 90 degree bend	each	1	
38	Copper straight connector 22 mm ϕ Class 0	Each	1	
39	Copper 22 mm ϕ Cascade Clamp	each	1	
40	Copper pipe 28 mm ϕ Class 0	5.5m	1`	
41	Copper 28 mm ϕ 90 degree bend	each	1	
42	Copper straight connector 28 mm ϕ Class 0	Each	1	
43	Copper 28 mm ϕ Cascade Clamp	each	1	
44	Copper pipe 35 mm ϕ Class 0	5.5m	1	
45	Copper 35 mm ϕ 90 degree bend	each	1	
46	Copper straight connector 35mm ϕ Class 0	Each	1	
47	Copper 35 mm ϕ Cascade Clamp	each	1	
48	Copper pipe 54 mm ϕ Class 0	5.5m	1	
49	Copper 54 mm ϕ 90 degree bend	each	1	
50	Copper straight connector 54mm ϕ Class 0	Each	1	
51	Copper 54 mm ϕ Cascade Clamp	each	1	
52	Copper pipe 67 mm ϕ Class 0	5.5m	1	
53	Copper 67 mm ϕ 90 degree bend	each	1	
54	Copper straight connector 67mm ϕ Class 0	Each	1	
55	Copper 67 mm ϕ Cascade Clamp	each	1	
56	Copper pipe 76 mm ϕ Class 0	5.5m	1	
57	Copper 76 mm ϕ 90 degree bend	each	1	
58	Copper straight connector 76mm ϕ Class 0	Each	1	

No	DESCRIPTION	UNIT	QTY	RATE
59	Copper 76 mm ø Cascade Clamp	each	1	
60	Galv Iron Pipe 110 mm diameter Class "C"	6m	1	
61	Galv Iron Pipe 110 mm 90 degree bend	each	1	
62	Galv Iron Pipe 110 mm Cascade Clamp	each	1	
63	Cherry Picker hire	Per Day	1	
64	Install new Bermad 720 pressure reducing valve (Labour inclusive)	Each	1	
65	Service and Install service kit for Bermad 720 pressure reducing valve by authorized agent	Each	1	
66	Service and Mastertherm II thermostatic controlled mixing valve	Each	1	
67	Honey-sucking and disposal of septic tank contents with a capacity of 6000 liter to an authorized drop off point	Each	1	
68	Removal and poisoning of duckweed on sewer ponds	Each	1	
69	HTH Pace Chlorine Pills or equally approved, 1.5 kg	Each	1	
70	Percentage added for administration fee applied to proven costs in the event of unspecified items	Each	1	%
71	Normal Working Hours (Monday to Friday 07H00-17H00)			
71.1	Artisan Labour Rate	Per Hour	1	
71.2	Trade Assistant	Per Hour	1	
72	After Hour Call out (Monday to Friday 17H00-07H00)			
72.1	Artisan Labour Rate	Per Hour	1	
72.2	Trade Assistant	Per Hour	1	
73	Weekend Call-Out(Friday 17H00 to Monday 07H00)			
73.1	Artisan Labour Rate	Per Hour	1	
73.2	Trade Assistant	Per hour	1	
74	Travelling			
74.1	Travelling with light delivery vehicle (in access of radius of 50 km per trip from base)	Per km	1	
74.2	Travelling with 3 ton truck (in access of radius of 50 km per trip from base)	Per km	1	

RETURNABLE SCHEDULE 5: PRICING SCHEDULE

SBD 3.1

RFQ number: **SCMU3-???????**

QUOTATION VALIDITY PERIOD: _____ (minimum of 60 days) _____

Company name:

Please complete the table below or your meaningful/clearly detailed quotation in your company's letterhead:

ITEM	DESCRIPTION	UNIT	Estimated QTY	RATE	AMOUNT
1.	Supply and Install 150L Geyser complete with fittings (Labour inclusive)	each	1		
2.	Supply and Install 200L Geyser complete with fittings (Labour inclusive)	each	1		
3.	Replace Basin complete with fittings (Labour inclusive)	each	1		
4.	Replace Elbow-Action Mixer (Labour inclusive)	each	1		
5.	Replace blue and red headpart complete Elbow-Action Mixer Cobra 515/055H-21 (Labour inclusive)	each	1		
6.	Replace Elbow-Action Mixer Cobra 508 (Labour inclusive)	each	1		
7.	Replace headpart Elbow-Action Mixer Cobra 508(Labour inclusive)	each	1		
8.	Replace Toilet complete. (Labour inclusive)	each	1		
9.	Replace Toilet Complete Vandal proof cistern and pan. (Labour inclusive)	each	1		
10	Replace Ceramic Scrub Sink with Stainless Steel unit (Labour inclusive)	each	1		
11	Replace bottle trap Cobra 365-40 complete (Labour inclusive)	Per hour	1		
12	Unblock Sewer Pipes with High Pressure Machine (Labour inclusive)	Per hour	1		
13	Remove existing and supply and build new manhole cover complete with heavy duty lid (Labour inclusive)	each	1		

ITEM	DESCRIPTION	UNIT	Estimated QTY	RATE	AMOUNT
14	Supply and Build Manhole complete with heavy duty cover (Labour inclusive)	each	1		
15	Replace Bowl Urinal complete with flush unit and waste. (Labour inclusive)	each	1		
16	Supply and Install 15 Litre Hydro-Boil (Labour inclusive)	each	1		
17	Servicing of Water Fountains (Labour inclusive)	each	1		
18	PVC Pipe 150 mm diameter Class "C"	6m	1		
19	PVC Pipe 150 mm 90 degree bend	each	1		
20	PVC Pipe 150 mm Cascade Clamp	each	1		
21	PVC Pipe 110 mm diameter Class "C"	6m	1		
22	PVC Pipe 110 mm 90 degree bend	each	1		
23	PVC Pipe 110 mm Cascade Clamp	each	1		
24	PVC Pipe 75 mm diameter Class "C"	6m	1		
25	PVC Pipe 75 mm 90 degree bend	each	1		
26	PVC Pipe 75 mm Cascade Clamp	each	1		
27	PVC Pipe 50 mm diameter Class "C"	6m	1		
28	PVC Pipe 50 mm 90 degree bend	each	1		
29	PVC Pipe 50 mm Cascade Clamp	each	1		
30	PVC Pipe 40 mm diameter Class "C"	6m	1		
31	PVC Pipe 40 mm 90 degree bend	each	1		
32	PVC Pipe 40 mm Cascade Clamp	each	1		
33	Copper pipe 15 mm ϕ Class 0	5.5m	1		
34	Copper 15 mm ϕ 90 degree bend	each	1		
35	Copper straight connector 15 mm ϕ Class 0	Each	1		
36	Copper 15 mm ϕ Cascade Clamp	each	1		
37	Copper pipe 22 mm ϕ Class 0	5.5m	1		
38	Copper 22 mm ϕ 90 degree bend	each	1		
39	Copper straight connector 22 mm ϕ Class 0	Each	1		
40	Copper 22 mm ϕ Cascade Clamp	each	1		
41	Copper pipe 28 mm ϕ Class 0	5.5m	1		
42	Copper 28 mm ϕ 90 degree bend	each	1		
43	Copper straight connector 28 mm ϕ Class 0	Each	1		
44	Copper 28 mm ϕ Cascade Clamp	each	1		
45	Copper pipe 35 mm ϕ Class 0	5.5m	1		
46	Copper 35 mm ϕ 90 degree bend	each	1		
47	Copper straight connector 35mm ϕ Class 0	Each	1		
48	Copper 35 mm ϕ Cascade Clamp	each	1		
49	Copper pipe 54 mm ϕ Class 0	5.5m	1		

ITEM	DESCRIPTION	UNIT	Estimated QTY	RATE	AMOUNT
50	Copper 54 mm ø 90 degree bend	each	1		
51	Copper straight connector 54mm ø Class 0	Each	1		
52	Copper 54 mm ø Cascade Clamp	each	1		
53	Copper pipe 67 mm ø Class 0	5.5m	1		
54	Copper 67 mm ø 90 degree bend	each	1		
55	Copper straight connector 67mm ø Class 0	Each	1		
56	Copper 67 mm ø Cascade Clamp	each	1		
57	Copper pipe 76 mm ø Class 0	5.5m	1		
58	Copper 76 mm ø 90 degree bend	each	1		
59	Copper straight connector 76mm ø Class 0	Each	1		
60	Copper 76 mm ø Cascade Clamp	each	1		
61	Galv Iron Pipe 110 mm diameter Class 'C'	6m	1		
62	Galv Iron Pipe 110 mm 90 degree bend	each	1		
63	Galv Iron Pipe 110 mm Cascade Clamp	each	1		
64	Cherry Picker hire	Per Day	1		
65	Install new Bermad 720 pressure reducing valve (Labour inclusive)	Each	1		
66	Service and Install service kit for Bermad 720 pressure reducing valve by authorized agent	Each	1		
67	Service and Mastertherm II thermostatic controlled mixing valve	Each	1		
68	Honey-sucking and disposal of septic tank contents with a capacity of 6000 liter to an authorized drop off point	Each	1		
69	Removal and poisoning of duckweed on sewer ponds	Each	1		
70	HTH Pace Chlorine Pills or equally approved, 1.5 kg	Each	1		
71	Normal Working Hours (Monday to Friday 07H00-17H00)				
71.1	Artisan Labour Rate	Per Hour	1		
71.2	Trade Assistant	Per Hour	1		
72	After Hour Call out (Monday to Friday 17H00-07H00)				
72.1	Artisan Labour Rate	Per Hour	1		

ITEM	DESCRIPTION	UNIT	Estimated QTY	RATE	AMOUNT
72.2	Trade Assistant	Per Hour	1		
73	Weekend Call-Out(Friday 17H00 to Monday 07H00)				
73.1	Artisan Labour Rate	Per Hour	1		
73.2	Trade Assistant	Per Hour	1		
Sub total					
VAT					
TOTAL					
Unspecified parts:					
Unspecified parts can be claimed on proven cost plus agreed % mark-up.				% mark-up on proven cost 15 %	

Signature			
Company Representative			
Company Director / Manager	Initial and surname	Signature	Date

Company official stamp

RETURNABLE SCHEDULE 6: DECLARATION OF INTEREST

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes an advertised competitive RFQ, a limited RFQ, a RFQ or written price quotation). In view of possible allegations of favouritism, should the resulting RFQ, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Supplier or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the Supplier is employed by the state; and/or
- the legal person on whose behalf the RFQ document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the RFQ(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the RFQ.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the RFQ.

2.1 Full Name of Supplier or his or her representative:

.....

2.2 Identity

Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):

2.4

2.5 Registration number of company, enterprise, close corporation, partnership agreement or trust:

.....

2.6 Tax Reference Number:

.....

2.7 VAT Registration Number:

.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the Supplier presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....
Name of state institution at which you or the person connected to the Supplier is employed:

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the RFQ document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the RFQ.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the Supplier, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this RFQ? YES / NO

2.9.1 If so, furnish particulars.

2.10 Are you, or any person connected with the Supplier, aware of any relationship (family, friend, other) between any other Supplier and any person employed by the state who may be involved with the evaluation and or adjudication of this RFQ? YES/NO

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are RFQing for this contract? YES/NO

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Number / Employee Number / Persal

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE RFQ OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

Position

Name of Supplier

RETURABLE SCHEDULE 9: QUALIFICATIONS AND EXPERIENCE

1. Details of the extent of the Suppliers activities and business, e.g. branches etc:

2. A list of existing /previous contracts relating to services which are similar to the Services:

Description of Contract	Period		Contract Value	Contact Person	Contact Number
	Start Date	End date			

3. The number of years that the Supplier has been in the business of providing services which are materially the same as the Services:

4. The name of the person who shall manage the Services:

5. Detail such person's qualifications and experience below :

.....
SIGNATURE OF (ON BEHALF OF) SUPPLIER

.....
NAME IN CAPITALS

In the presence of :

1.

2.

.....

RETURNABLE SCHEDULE 10 ORGANIZATIONAL TYPE

PARTNERSHIP/CLOSED CORPORATION/COMPANY
(delete which is not applicable)

The Supplier comprises of the following partners/members/directors:

1. NAME _____
ADDRESS : _____
ID NUMBER: _____
2. NAME : _____
ADDRESS : _____
ID NUMBER: _____
3. NAME : _____
ADDRESS : _____
ID NUMBER: _____
4. NAME : _____
ADDRESS : _____
ID NUMBER: _____
5. NAME : _____
ADDRESS : _____
ID NUMBER: _____

.....
SIGNATURE OF (ON BEHALF OF) SUPPLIER

.....
NAME IN CAPITALS

In the presence of :

1.

2.

RETURNABLE SCHEDULE 11: ORGANIZATIONAL STRUCTURE

1. Provide full details of the organizational structure which will be utilized in the provision of the Services (including where appropriate an organogram)

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

SIGNATURE OF (ON BEHALF OF) SUPPLIER

NAME IN CAPITALS

In the presence of :

1.
2.

RETURNABLE SCHEDULE 12: DETAILS OF SUPPLIER'S NEAREST OFFICE

1. Physical address of supplier's office

1 Telephone No of office: _____

3 Time period for which such office has been used by supplier: _____

.....
SIGNATURE OF (ON BEHALF OF) SUPPLIER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

RETURNABLE SCHEDULE 12: FINANCIAL PARTICULARS

This schedule must be completed by the Supplier and submitted together with the RFQ. **Documentary proof confirming availability of financial resources to execute the contract from the Supplier's financial institution.** If this requirement is not complied with in full the RFQ may be considered invalid.

Nature of Service : _____

Name of Supplier: _____

RFQ Number: _____

	<u>FINANCIAL POSITION OF SUPPLIER</u>
	I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the RFQ amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the ECDOH permission to contact the financial institution below to confirm the information provided.
	In the absence of the above, a letter confirming that the Supplier has applied for financial assistance from any financial institution and that the institution is willing to favourably consider such application in the event that the Supplier is successful, will also satisfy the Department.
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

.....
SIGNATURE OF (ON BEHALF OF) SUPPLIER

.....
NAME IN CAPITALS

In the presence of :

1.

2.

RETURNABLE SCHEDULE 13: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2017

SBD 6.1

This preference form must form part of all RFQs 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, SUPPLIERS 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 RFQs:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this RFQ is estimated **not to exceed** R1000 000.00 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this RFQ shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this RFQ are allocated as follows:

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

1.5 Failure on the part of a Supplier to submit proof of B-BBEE Status level of contributor together with the RFQ, 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 Supplier, either before a RFQ 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) **"RFQ"** 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 RFQding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of RFQ invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of RFQ under consideration

P_t = Price of RFQ under consideration

P_{\min} = Price of lowest acceptable RFQ

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 Supplier for attaining the B-BBEE status level of contribution in accordance with the table below:

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

Non-compliant contributor

0

5. RFQ DECLARATION

- 5.1 Suppliers 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 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES ☐ NO ☐

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
ii) The name of the sub-contractor.....
iii) The B-BBEE status level of the sub-contractor.....
iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES ☐ NO ☐

- v) 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 √	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		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
8.2 VAT registration number:.....
8.3 Company registration number:.....
8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation
Company

(Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

8.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the RFQing process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the Supplier or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

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, 2017, 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: Summary Schedule), D (Imported 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, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8. (2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development](http://www.thedti.gov.za/industrial%20development) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
	%
	%
	%

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

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) IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdli.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below 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 which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of 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 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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