



**agriculture
& rural development**

Department:
agriculture
& rural development
PROVINCE OF KWAZULU-NATAL

INVITATION OF QUOTATION ABOVE R30, 000.00

THIS FORM SHOULD BE COMPLETED IN DETAIL AND SHOULD BE ACCOMPANIED BY A **VALID TAX COMPLIANCE STATUS PIN AND VALID BBBEE VERIFICATION CERTIFICATE/AFFIDAVIT**

QUOTATION NUMBER: R/S/1920/2593	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 20/02/2020	CLOSING TIME: 11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: SUPPLY, DELIVER AND CONSTRUCT OF DIP TANK AT MTHOLO WARD 19 MTUBATUBA LOCAL OFFICE	COMPANY NAME: _____ TEL NO: _____ FAX NO: _____ CONTACT PERSON: CSD REG NUMBER MAAA.....
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DELIVERY PERIOD AFTER INITIAL ORDER?	
IS THE PRICE FIRM	
WHERE ARE THE STOCK HELD? (PHYSICAL ADDRESS , PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R
COMPANY OFFICIAL STAMP (COMPULSORY) SIGNATURE OF BIDDER DATE
NUMBER OF PAGES FAXED BACK TO THE DEPARTMENT BY THE SUPPLIER(Supplier to complete)

NB: E-MAIL /FAX QUOTATION FOR THE ATTENTION OF: MANDLA NGCAMU @ TEL: 033 343 8567
E-MAIL ADDRESS: Mandlakayise.ngcamu@kzndard.gov.za FAX NUMBER: 086 205 3090

NB: ALL DOCUMENTS MUST BE SUBMITTED IN THE BID BOX LOCATED AT DEPARTMENT OF AGRICULTURE: 4 PIN OAK AVENUE, HILTON QUARRY, HILTON.

NB:
THE ATTACHED SBD4 & SBD9 FORMS MUST BE COMPLETED IN FULL.
THIS REQUEST FOR QUOTATION (RFQ) MUST BE COMPLETED AND RETURNED WITH ALL YOUR QUOTATION DOCUMENTS.

COMPANY NAME : _____
 ADDRESS : _____
 CONTACT PERSON : _____
 CONTACT NUMBER : _____
 FAX NUMBER : _____

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQU IRED QUAN TITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
1.	Construct dip tank at Mtholo ward 18 Mtubatuba Local Municipality					
* LABOUR (IF APPLICABLE)						
*DELIVERY (IF APPLICABLE)						
TOTAL						
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT						
TOTAL PRICE						

*VAT Registration No. (Supplier) -----

When Required (Requester): September 2019
 Where Required (Requester): Mtholo diptank (Mtubatuba Municipality, ward 19)
 Contact details of requester: B.G. Mncwango
 TEL : 082 085 2774

COMPANY STAMP



PRICES ARE VALID FOR 30 60 90 DAYS

Mark one Box (X)

SIGNATURE

DATE

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND CONSTRUCT OF MTHOLO DIP TANK (NEW) AND HANDLING FACILITY AT NSOLWENI AREA UNDER MTUBATUBA LOCAL MUNICIPALITY IN UMKHANYAKUDE DISTRICT

1. BACKGROUND

- 1.1 Achieving and maintaining high levels of growth in the agricultural sector is a key national policy objective that holds a high priority in the programmes of the KwaZulu-Natal Department of Agriculture and Rural Development (herein after referred to as Department). The Department endeavors to contribute to economic growth within the agricultural sector and in the process promote commercialization in the smallholder farm sector, increase opportunities for skilled and relatively unskilled employment, and increase food security. The Department has therefore prioritized the need to assist resource-poor and emerging farmers with dip tank and facility requirements.

2. OBJECTIVES

- 2.1 To appoint a suitably qualified Service Provider to supply, deliver and construct one dip tank with animal handling facility.
- 2.2 To ensure cost effective, timely and correct supply of layer unit to resource-poor and emerging farmers.
- 2.3 To create sustainable food production in poverty-stricken rural communities.

3. SCOPE OF SERVICES

- 3.1 The Department requires a Service Provider that shall supply, deliver and construct one dip tank structure with animal handling facility, test leaks and train beneficiaries at Nsolweni area in Mtubatuba local office.

SPECIAL TERMS AND CONDITIONS

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND CONSTRUCT OF MTHOLO DIP TANK (NEW) AND HANDLING FACILITY AT NSOLWENI AREA UNDER MTUBATUBA LOCAL MUNICIPALITY IN UMKHANYAKUDE DISTRICT

1. INTRODUCTION

- 1.1 Tenderers must ensure that they are fully aware of all the Terms and Conditions contained in this bid document.
- 1.2 Only tenderers that fully meet the prequalification shall be considered.

2. ACCEPTANCE OF BID

- 2.1 The Departmental Bid Adjudication Committee is under no obligation to accept any bid.

3. AMENDMENT OF CONTRACT

- 3.1 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, subject to the Departmental Bid Adjudication Committee approval.

4. AWARD

- 4.1 Bidders who meet the prequalification shall be scored on functionality and only bidders with a minimum score of 70 shall be evaluated on price and preference points.

5. BASIS OF QUANTITIES

- 5.1 Quantities are as reflected on the Bill of Quantities.

6. BBBEE CERTIFICATE

- 6.1 A bidder claiming BBBEE points must submit a valid BBBEE certificate or a sworn affidavit together with the bid.

7. CHANGE OF ADDRESS

- 7.1 Bidders must advise the Departmental Supply Chain Management, Contract Administration should their ownership or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

8. COMPETENCY OF THE SERVICE PROVIDER

- 8.1 CIDB 2 CE grading is a requirement for this bid.
- 8.2 For evaluation processes, the Department shall apply the evaluation criteria as outlined in the Bid Evaluation Criteria of this bid.
- 8.3 It shall be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute as per terms and conditions of the contract.

9. COMPULSORY SITE BRIEFING MEETING

- 9.1 A compulsory site briefing meeting will be held with prospective Bidders. Attendance at the meeting will be compulsory and non-attendance shall invalidate any bid. The date and time of the meeting will be published in the Bid Advertisement or, in the case of a quote, be communicated when the prospective service provider is invited to quote.

10. COUNTER OFFERS

- 10.1 Counter offers shall not be considered.

11. DELIVERY CONDITIONS

- 11.1 Delivery of services must be made in accordance with the instructions appearing on the official purchase order.
- 11.2 All deliveries or dispatches must be accompanied by a delivery note stating the official purchase order number against the delivery that has been affected.
- 11.3 In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.
- 11.4 The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 11.5 All invoices submitted must be original.
- 11.6 Deliveries not complying with the order form shall be returned to the contractor at the contractor's expense.
- 11.7 No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of the Departmental Bid Adjudication Committee.

12. DETAILS OF RELATED CONTRACTS AWARDED TO THE BIDDER PAST/CURRENT (ANNEXURE B)

- 12.1 The bidder must furnish the following details of all verifiable past and current contracts.
 - (a) Date of commencement of contract/s;
 - (b) Value per contract; and
 - (c) Contract details; that is, with whom held, phone number and address/s of the companies.

13. ENTERING OF DEPARTMENTAL OFFICES

- 13.1 No representative from a company shall be permitted to enter Departmental premises, buildings or containers where stores are kept unless he/ she is accompanied by the responsible official in charge of stores.

14. EQUAL BIDS

- 14.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.
- 14.2 If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for B-BBEE, the contract must be awarded to the tenderer that scored the highest points for functionality.
- 14.3 If two or more tenderers score equal total points in all respects, the award shall be decided by the drawing of lots.

15. INVOICES

- 15.1 All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.
- 15.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
 - (a) The name, address and registration number of the supplier;
 - (b) The name and address of the recipient;
 - (c) An individual serialized number and the date upon which the tax invoice is issued;
 - (d) A description of the goods or services supplied;
 - (e) The quantity or volume of the goods or services supplied
 - (f) The value of the supply, the amount of tax charged and the consideration for the supply; or
 - (g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged

16. IRREGULARITIES

- 16.1 Companies are encouraged to advise the Department timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

17. JOINT VENTURES

- 17.1 In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated BBEE Status Level Verification Certificate for every separate bid.
- 17.2 Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 17.3 The non-submission of a BBEE Certificate by a trust, consortium or joint venture shall result in zero (0) preference points being allocated for evaluation purposes.
- 17.4 Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.
- 17.5 The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.
- 17.6 The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

18. LATE BIDS

- 18.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 18.2 A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

19. NOTIFICATION OF AWARD OF BID

- 19.1 The successful tenderer shall be notified via an advert in the same media as the invitation to tender.

20. PAYMENT FOR SUPPLIES AND SERVICES

- 20.1 A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.
- 20.2 Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, the Department shall make every effort to take advantage of such discount.
- 20.3 Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
- (a) Contact must be made with the officer-in-charge of the District Office;
 - (b) If there is no response from the District Office, the Director: Finance must be contacted;
- 20.4 Information as contained on the Central Suppliers Database must be valid/correct. Non-compliance with Tax Requirements shall affect payment.

21. PERIOD OF CONTRACT

- 21.1 The contract is ad hoc / once off.

22. PREQUALIFICATION CRITERIA

- 22.1 Only tenderers who meet both of the following prequalification criteria may respond:-
- (a) BBBEE level 1 (as per the provisions of section 4(1)(a) of the PPPFA Regulations, 2017); and**
 - (b) EME (as per the provisions of section 4(1)(b) of the PPPFA Regulations, 2017)**
- 22.2 Tenderers must submit documentary proof of compliance with the above prequalification criteria.
- 22.3 Tenderers who fail to comply with the above-stipulated prequalification criteria or fail to submit documentary proof of the compliance with the prequalification criteria shall not be considered for this bid.

23. QUALITY CONTROL/ TESTING OF PRODUCTS

23.1 The Department reserves the right to inspect and verify the quality and specifications of the supplied dip tank material and equipment, as well as other items listed on the Bill of Quantities, **before** installation. In case of deviations in terms of dimensions, strength, numbers or otherwise, the Contractor shall replace these goods for the correct ones at his/her own expense.

23.2 The same replacement obligation to the Contractor would apply during installation and during and after commissioning. See also clause 2.15 of the PTS.

23.3 In the case of sustained or repeated non-adherence to the specifications of the materials and/or equipment, as well as in the case of general negligence during the implementation process, the contract may be cancelled. The Department will in such cases seek compensation from the contractor for the estimated costs for completion.

23.4 In cases of deliberate negligence or unwillingness to adhere to the Departmental specifications, the Service provider will be reported to the Provincial and/or National Treasury for listing on the Restricted section of the Central Suppliers database.

24. SPECIAL CONDITIONS OF CONTRACT

24.1 This invitation to register on the panel is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions shall prevail.

25. SUPPLIERS DATABASE REGISTRATION

25.1 A bidder submitting an offer must be registered on the Central Suppliers Database at National Treasury. A bidder who has submitted an offer and is not

registered on the Central Suppliers Database shall not be considered at the time of award. No pending registrations shall be considered.

- 25.2 A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

NB: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIERS DATABASE, THE BIDDER SHALL BE DISQUALIFIED.

26. TAX AND DUTIES

- 26.1 During quotation stage, prices offered and paid must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable at the current rate).

27. TAX COMPLIANCE PIN

- 27.1 The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.
- 27.2 Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.

28. UNSATISFACTORY PERFORMANCE

- 28.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 28.2 The Departmental official shall warn the contractor in writing that action shall be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning, the official shall:
- (a) Take action in terms of its his/her delegated powers; and
 - (b) Make a recommendation to the Accounting Officer for cancellation of the contract concerned.

28.3 When correspondence is addressed to the contractor, reference shall be made to the contract number/item number/s and an explanation of the complaint.

29. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

29.1 The validity (binding) period for the bid shall be 120 days from close of bid. However, circumstances may arise whereby the Department may request bidders to extend the validity (binding) period. Should this occur, the Department shall request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request shall be done before the expiry of the original validity (binding) period.

30. VALUE ADDED TAX (VAT)

30.1 Bid prices must be inclusive of 15% VAT.

30.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.

30.3 For the purposes of calculating preference points, VAT shall not be considered during quotation process.

31. SERVICE LEVEL AGREEMENT

31.1 The successful Bidder and the Department will sign a Service Level Agreement prior to commencement of works. A proposed schedule of works must be provided by the contractor for the approval of the Engineer within two weeks of receiving notification of a successful bid.

31.2 The General Conditions and Technical Specifications as listed in this bid document, as well as the Drawings, are deemed to form part of the SLA.

32. CONDITIONS OF CONTRACTS FOR CONSTRUCTION WORKS

- 32.1 The conditions of contract are the “General Conditions of Contract for Construction Works (2nd Edition 2010)” published by the South African Institute of Civil Engineering, Private Bag X200, Halfway House, 1685, Tel: 011 805 5947.
- 32.2 The amplifications of the Special Condition Conditions of Contract for Construction Works shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contracts for Construction Works.

33. AMPLIFICATIONS OF THE GENERAL CONDITIONS OF CONTRACT

COMMENCEMENT OF THE WORKS

- 33.1 The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants. The site shall only be accessible to contractor staff and Departmental representatives while work is in progress. The site will be handed back at works completion after a final inspection by the Engineer revealed no outstanding patent defects. Site establishment must start within two weeks, and the actual works within three weeks after hand-over of the site, provided that an official order has been issued and that no exceptional circumstance such as inclement weather or other outside the control of either party to the contract prevail. In the case the work has not commenced within three weeks of the hand-over and no attenuating circumstances for the delay can be provided, the Department reserves itself the right to cancel the contract and appoint the Contractor who would according to the outcome of the bid evaluation would be next in line for an appointment.

34. WATER AND POWER

- 34.1 If there is no power or piped water available on site. The Contractor shall make the necessary arrangements for the provision of any water and power. No payment will be made for the provision or use of these services and the cost of these shall be included in the Bid/quoted amount.

35. LOCATION OF CAMP

- 35.1 The Contractor's camps may be erected on the site of the works but must meet the approval of the Engineer, project beneficiaries and landowners. No persons other than a night watchman may sleep in the camp, without the approval of the local relevant Stakeholder.

36. HOUSING AND TRANSPORTING OF CONTRACTOR'S EMPLOYEES

- 36.1 No housing is available for the Contractor's employees and the Contractor shall make his own arrangement for housing his employees and transporting them to and from the site. However, it may be possible to arrange temporary local accommodation for the Contractor's staff with the participants. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

37. LOCAL LABOUR

- 37.1 The contractor is encouraged to source unskilled labour from the project participants or local community. The Contractor and the Departmental representative (Engineer or local Extension officer) may negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour. Nobody besides those directly involved with the project (i.e. the Contractor's workers and local labour) are allowed on site. The Contractor shall provide his own trained and skilled labour. The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the contract duration.

38. SECURITY & RISK

- 38.1 No one shall be allowed on the construction site after normal working hours except for the necessary security personnel. The Contractor shall be responsible for safeguarding plant, machinery, equipment and materials on site. The contractor shall also be responsible for any lost, damaged or stolen property or materials. Should any of these situations arise; no allocations will be made in terms of finances or time.

43. DAILY RAINFALL RECORDS

43.1 The Contractor shall keep daily rainfall records and submit them to the Department's representative at every site meeting, or fortnightly by electronically communication in the absence of such visit. No additional payment shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs must be included in the scheduled items. Submission of rainfall figures is required for the granting of permission of extending the contract period because of inclement weather.

44. INSPECTION OF WORK

44.1 The Departmental representative may at all reasonable times have access to the site where work is being executed for inspection purposes.

44.2 The Engineer may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.

45. COVERED/ BURIED SERVICES

45.1 The Contractor shall give due notice to the responsible engineer whenever any work or materials are intended to be covered/buried. This is necessary to ascertain the correctness of dimensions and quality of material being covered/buried.

45.2 In the event of any such work or materials being covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense.

46. LABOUR CAPACITY

46.1 The Contractor will be required to satisfy the Department that a sufficient and experienced labor force is employed or that sufficient experienced labour can be acquired to complete the services and produce an acceptable quality of workmanship.

47. PROTECTION OF THE PUBLIC

47.1 The Contractor shall be responsible for the protection of the public in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

48. PROTECTION OF THE PUBLIC

48.1 The Contractor will be required to pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the existing Occupational Health and Safety Act, 1993 (Act No.85 of 1993) as amended

49. DISAGREEMENTS

49.1 Notice of disagreement

49.1.1 The Contractor has the right by written notice to the Engineer to require him to consider any disagreement which he raises with the Engineer provided the said written notice shall be given within 14 days after the cause of disagreement has arisen.

49.2 Ruling on disagreements

The Engineer shall give a ruling on the disagreement in writing to the Contractor no later than 14 days after his receipt of a written request from the Contractor requiring him to do so. The Engineer shall provide such a ruling with as little delay as possible. During the response time the Contractor shall undertake no actions that directly concern the contested work.

50. FIXED PRICE CONTRACT

50.1 The contract shall not be subject to contract price adjustment. Proponents of Bids/Quotes must therefore allow for increase cost for the contract duration, including possible delays in awarding the Bid in accordance with the validity period.

51. PRICING - COMPLETENESS OF BID

51.1 Bidders are required to Bid for all services, products and commissioning as specified in this document and associated plans. This includes those optional items that will be pointed out as required at the bid briefing (e.g. VIP toilet(s),

fencing and others. If he/she does not bid on all items, his/her bid will be rejected.

- 51.2 All bid prices for separate items are to be in South African currency and must at item level exclude VAT.
- 51.3 All items as described in the project specification are to be priced in full.
- 51.4 Transport/ Delivery costs must be included in the pricing. It must not be a separate item.
- 51.5 VAT must be filled in as the sub total followed by the complete price for the entire project.
- 51.6 The Bid price page must be signed by an authorized person

52. QUANTITIES OF WORK

- 52.1 The pricing strategy is the re-measurable strategy. The Contractor shall receive payment only for the works actually executed and approved by the Engineer.

53. RETENTION

- 53.1 A 10% retention will be withheld on payment for duration of the construction. The Department will pay out half of this retention, or 5% of the bid value, at practical completion of the works. The remainder, 5%, will be paid out at final approval after expiry of the defect liability period (12 months after practical completion), the bidder having eliminated all defects.

54. DEFECT LIABILITY PERIOD

- 54.1 The defect liability period is 12 calendar months calculated from the date of the Certificate of Completion.
- 54.2 The expression "Defect Liability Period" In these conditions shall mean that period calculated from the date of the issue of the Certificate of Completion.

55. BID EVALUATION CRITERIA

All bids received shall be evaluated on the following:

55.1 Only bids that meet the Special Terms and Conditions in all aspects as stipulated in the bid document shall be considered.

55.2 Correctness of information:

All information required in the bid document must be accurate and duly completed including all the appropriate signatures. The Department reserves the right to verify all information submitted. Non-compliance with the above shall result in elimination from further processes.

55.3 Compulsory administrative compliance requirements that must be submitted with the bid:

- 55.3.1. Central Suppliers Database registration number;
- 55.3.2. Proof of valid and active CIDB registration where applicable;
- 55.3.3. Certified Copies of the Identity documents for company members/service providers;
- 55.3.4. A certified copy of a valid B-BBEE certificate or valid sworn affidavit for purposes of confirmation of the bidder being a Level 1 BEE;
- 55.3.5. Documentary proof of bidder being an EME;
- 55.3.6. Documentary proof of bidder's experience in support of Annexure B;
- 55.3.7. Documentary proof of credit facility with manufacturer and/or Registered Financial Institution or evidence of access to any legal funding instrument;

NB. Non-submission of any of the above documents shall result in disqualification.

Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies. Original certification should not be older than three (3) months. Failure to comply with this requirement shall invalidate the bid submitted.

56. FUNCTIONALITY EVALUATION CRITERIA

56.1 The bid documents shall be evaluated individually on score sheets, by a representative evaluation panel, according to the below mentioned evaluation criteria.

56.2 All service providers who score less than minimum functionality score of (70%) shall not be considered for placement on any of the panels.

	FUNCTIONALITY EVALUATION CRITERIA	Max Points	Evidence	Bidders Score
1.	Bidder's experience in construction of civil engineering works 1 – 5 projects = 15 points >3 projects = 25 points	25	Documentary proof of civil works/projects executed In support of Annexure B	
2.	Financial Capacity <i>Total Credit Facility (with financial institution and/or manufacturer of irrigation material)</i> <i>R250 000.00 - R500 000.00 = 15 points</i> <i>>R500 000.00 = 25 points</i>	25	Evidence of credit facility with manufacturer/supplier and/or Registered Financial Institution Or Evidence of access to any legal funding instrument	
3.	Access to LDV transportation facility	10	Letter of commitment from fleet company Or Confirmation from producer that delivery shall also be undertaken Or Documentary proof of transport or transportation facility (Log Books/ Letter of agreement supported by Log book)	
4.	Proof of Physical address <i>Office of Bidder outside borders of KZN = 5 points</i> <i>Office of Bidder within borders of KZN = 20 points</i>	20	Lease agreement; Municipal Utility Bill; or Copy of Bank Statement (first page only) with address	
5.	Company Ownership/ Business Or Shareholding <i>≥ 50% Women = 10 points</i> <i>≥ 50% Youth = 5 points</i> <i>≥ 50% People with disabilities = 5 points</i> <i>≥ 50% Military Veterans = 5 points</i>	20	CIPRO Registration (Ck documents or share certificates) Or Certificate issued by Department of Defence and Military Veterans	

	FUNCTIONALITY EVALUATION CRITERIA	Max Points	Evidence	Bidders Score
	TOTAL	100		
	<i>Minimum Functionality Threshold</i>	70%		



ANNEXURE B

Previous/Current Experience (Documents and/or an extended list may be attached for further details)

Client Name	Project Description	Contract Value	Role (Self or Sub Contracted)	Contact (Work / Cell Number)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
TOTAL VALUE (Past 5 years)				
Signed on behalf of bidder:			Date:	

KINDLY COMPLETE PLEASE!!!

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 bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, 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 bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(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 bid.

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

- 2.1 Full Name of bidder or his or her representative:
- 2.2 Identity Number:
- 2.3 Position occupied in the Company (director, trustee, shareholder²):
- 2.4 Company Registration Number:
- 2.5 Tax Reference Number:
- 2.6 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, 1989 (Act No. 1 of 1989);
- (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.

KINDLY COMPLETE PLEASE!!!

- 2.7 Are you or any person connected with the bidder 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 bidder 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 attached proof of such authority to the bid document? **YES / NO**
- (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.
- 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 bidder, 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 bid? **YES / NO**

KINDLY COMPLETE PLEASE!!!

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? 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 bidding 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 Reference Number	Tax Number	State Number	Employee / Persal Number

KINDLY COMPLETE PLEASE!!!

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 BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ includes price quotations, advertised competitive bids, limited bids and proposals.

² bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

_____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

SBD 9

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

JeS14w2

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

Site/building/institution involved:

.....

Bid No:

Service:

THIS IS TO CERTIFY THAT (NAME):

ON BEHALF OF:

VISITED AND INSPECTED THE SITE ON..... (DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP:
(OPTIONAL)

DATE:

Local Content

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: 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, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

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

1.6 A bid may be disqualified if –

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

2. Definitions

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

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

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

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER 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.thdti.gov.za/industrialdevelopment/ip.isp>. 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
- (ii) the declaration templates have been audited and certified to be correct.

(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 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No. _____

(C2) Tender description: _____

(C3) Designated product(s) _____

(C4) Tender Authority: _____

(C5) Tendering Entity name: _____

(C6) Tender Exchange Rate: _____

(C7) Specified local content % _____

Puls _____ EU _____ GBP _____

Note: VAT to be excluded from all calculations

Tender Item no's	List of Items	Calculation of local content						Tender summary			
		Tender price - each (excl VAT)	Exempted Imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B _____

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total imported content

(C24) Total local content

(C25) Average local content % of tender

Date: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	
(D2)	Tender description:	
(D3)	Designated Products:	
(D4)	Tender Authority:	
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	Pula

Note: VAT to be excluded from all calculations

EU R 9.00

GBP R 12.00

A. Exempted Imported content

Tender Item no's	Description of Imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted Imp value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											

This total must correspond with Annex C - C.21

B. Imported directly by the Tenderer

Tender Item no's	Description of Imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total Imported
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total Imported value by tenderer											

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

Description of Imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total Imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total Imported value by 3rd party											

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments	
			Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

(D53) Total of Imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C.23

Signature of tenderer from Annex B

Date: _____

Annex E**Local Content Declaration - Supporting Schedule to Annex C**

<i>(E1)</i>	Tender No.	<input type="text"/>
<i>(E2)</i>	Tender description:	<input type="text"/>
<i>(E3)</i>	Designated products:	<input type="text"/>
<i>(E4)</i>	Tender Authority:	<input type="text"/>
<i>(E5)</i>	Tendering Entity name:	<input type="text"/>

Note: VAT to be excluded from all calculations

Local Products {Goods, Services and Works}	Description of Items purchased	Local suppliers	Value
	<i>(E6)</i>	<i>(E7)</i>	<i>(E8)</i>
	<i>(E9)</i> Total local products (Goods, Services and Works)		

(E10) **Manpower costs** (Tenderer's manpower cost) *(E11)* **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) *(E12)* **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) ***(E13)* Total local content**

This total must correspond with Annex C - C24

Signature of tenderer from Annex BDate: