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Tsalwaya Nkosiphendub v ?



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AdvertQuote



Quotation Advert

Opening Date: 2022-06-27

Closing Date: 2022-07-11

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: King Edward VIII hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: King Edward Hospital Physio Dept

Date Submitted: 2022-06-24

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:
KEV03/22 Re-Advertised

Item Category: Goods

Item Description: Collectin /Removal of Paper Cardboard boxes : Quotation attached to the advert. please print it and bring it with you for briefing session it can be stamped and signed , failer to do so will result to Disqualification

Quantity (if supplies)

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Briefing Session

Date : 2022-07-07

Time: 11H00

Venue: King Edward Hospital outside SCM

QUOTES CAN BE COLLECTED FROM: Quotation attached to the Advert

QUOTES SHOULD BE DELIVERED TO: King Edward Hospital Tender Box

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Mr N Tsalwaya / Ms N Ntsele

Email:

Contact Number: 031 360 3707/3225

Finance Manager Name: Mrs V Mtshali

Finance Manager Signature:

No late quotes will be considered

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? YES/NO

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

Full Name	Identity Number	Name of State Institution

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO

2.2.1. If so, furnish particulars:

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

2.3.1. If so, furnish particulars:

3. DECLARATION

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Name of Bidder	Signature	Position	Date

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

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

GENERAL CONDITIONS OF CONTRACT

1. AMENDMENT OF CONTRACT

- 1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

2. CHANGE OF ADDRESS

- 2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices, in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
- (i) *that the price(s), rate(s) quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk*
- (ii) *it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.*
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the price, is incomplete in any respect, the said supplier meets all specification requirements and offers the lowest price, the Department reserves the right to request the bidder to complete/ submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
- 4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.
- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

6. SAMPLES

- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
 - (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
 - (ii) If samples are not collected within two months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. **Samples must be made available when requested in writing or if stipulated on the document.**
 - (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

7.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.

(i) The institution has determined that a compulsory site meeting take place

(ii) Date / / Time : Place

Institution Stamp:	Institution Site Inspection / briefing session Official Full Name: Signature: Date:
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8. STATEMENT OF SUPPLIES AND SERVICES

8.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

9. TAX COMPLIANCE REQUIREMENTS

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

10. TAX INVOICE

10.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

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

11. PATENT RIGHTS

The supplier shall indemnify the **KZN Department of Health** (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

12. PENALTIES

- 12.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 12.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 12.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 12.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

13. TERMINATION FOR DEFAULT

- 13.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
 - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
 - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 13.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 13.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

14. THE DEPARTMENT RESERVES THE RIGHT TO DISQUALIFY ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

END-USER SPECIFICATION FORM

Quote Number: KEU 03/22
 Item Description: **Collection/removal of paper and cardboard boxes**
 Department/Section: **Systems (Waste)** Purpose of Item: **Recycling paper and cardboard boxes**

1. Pre-qualification criteria if any:

- 1.1. Is the item required to have a regulatory body certification (e.g. SABS, SANS, SANAS, ISO, CIDB, etc.)? Yes- accreditation certificate
- 1.2. Is a compulsory site inspection / briefing session required? Yes
if Yes, specify: Date 02/06/2022 Time 11:00 Place King Edward VIII Maintenance
- 1.3. Is local production and content part of the quote? Yes / No
if Yes, specify: _____
- 1.4. Provisions of section 4(1) (a) of the PPPFA Regulations, 2017 if applicable? Yes
if Yes, specify: _____
- 1.5. Liability Cover insurance? Yes / No
if Yes, specify: _____

2. What is the specification of the required item? 3

List specifications to be advertised	Comment
1.	
2. <u>SPECIFICATION ATTACHED</u>	
3.	
4.	
5.	
6.	

3. Does a sample need to be submitted? No (select option 3.1 or 3.2)

3.1. Deadline for submission if Yes: Date ___/___/___ Time ___:___ Place _____

4. Penalties to be noted by the suppliers:

4.1. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, **deduct from the contract price**, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

5. What is the evaluation criteria / special terms and conditions to be advertised?

List evaluation criteria / special terms and conditions to be advertised (if applicable)	
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Name of End-user (in full)	N Ntsele	Name of SCM Rep (in full)	<u>Xolile Dlamo</u>
Designation / Rank (in full)	Waste management officer	Designation/ Rank (in full)	<u>S.O</u>
Signature	<u>[Signature]</u>	Signature	<u>[Signature]</u>
Date	<u>25/10/2021</u>	Date	<u>25/10/21</u>



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

DIRECTORATE:

Private Bag X02, CONGELLA, 4013
Corner of Sydney & Rick Turner Road (Francois Road)
Email: Nontobeko.Ntsele@kznhealth.gov.za

Waste Management

Reference:

Enquiries :

Date :

3 YEAR CONTRACT FOR RECYCLING OF WASTE CARDBOARD, PAPER, PLASTIC, TINS AND GLASS AT KING EDWARD VIII HOSPITAL
PERIOD: 01 MARCH 2022 TO 28 FEBRUARY 2025

1. Terms and conditions

1.1 Specification

- The contractor shall provide the institution with boxes for paper, plastic, tins, glass which shall be stationed close to offices or designated areas. Cardboard are to be collected from central storage area behind gate 2.
- The contractor shall be responsible for placing and emptying these boxes.
- The contractor shall collect these boxes and pay for waste collected per kg.

1.2 Price

- The contractor shall pay for all waste collected as per quoted price immediately after weighing.
- Price will be fixed for the duration of the contract.

1.3 Duration of Agreement

- The provision of the contract shall be effective from 01 March 2022 and shall remain in force for the period of 36 months, period ending 28 February 2025, unless terminated earlier by mutual consent of parties and or unless contract is extended in writing on a month to month basis.

1.4 Obligations of this contract

- The contracted company manager to conduct monthly site inspection for monitoring of the project
- All recyclables from the institution must be done **3 times a week or when necessary** due to the volume of recyclables generated
- The contractor shall provide the institution with boxes for paper, plastic, tins, glass which will be stationed close to offices or designated areas.
- Cardboards are to be collected from the central storage space behind gate 2.

CONTRACT FOR RECYCLING OF WASTE

- The contractor shall be responsible for placing and emptying these boxes.
- Confidential or classified information must be shredded by the contractor with an accreditation certificate before being transported outside the hospital premises, **failure to produce the accreditation certificate will result to disqualification.**
- Must provide a **weighing scale** for recording of recyclables (papers & boxes) collected and waste shall be weighed in the presence of the institutions representative.
- The contractor shall pay at Revenue department for all waste collected as per quoted price immediately after weighing.
- Pick up must be done in all storage areas.
- It is the responsibility of the contracted company to ensure that recyclables are kept in storage areas and not all over the place.
- Ensure cleanliness in/around storage areas before and after collection.
- The contracted company must sort and remove the items that need to be recycled according to the planned schedule.
- The company must obtain a gate pass from the Waste Management Office and sign the register for record purposes upon collection.
- The collection, removal and recycling shall be done in a safe manner and in accordance with all environmental health requirements.
- The Service Provider shall give a one month notice for any decision to withdraw from the agreement.
- Failure to abide by the above set method, the tender will be disqualified and services terminated.
- *REVENUE SHOULD BE RATED IN PERCENTAGE NOT IN RAND VALUE.*

1.5 Obligation of King Edward VIII Hospital (the institution) under this contract

- Ensure that the site is in a serviceable condition.
- The institution will not offer the categorised waste service to any other Service Provider while this agreement is still in force.
- The institution will advise the company of any complaints and notifications that might affect the service.

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2. Agreement

2.1 King Edward VIII Hospital hereby enters into agreement with
At King Edward VIII Hospital under for the period of 36 months as stipulated above (1.3).

2.2 King Edward VIII Hospital reserves the rights to cancel this contract in cases of poor performance and or breach of any of the above clauses by

2.3 The agreement is entered into between King Edward VIII Hospital represented by **Dr. T Mayise** In his capacity as the **Chief Executive Officer** and
..... as presented byhis/her name capacity as

2.31 I hereby confirm that I am duly authorized to sign this contract on behalf of King Edward VIII Hospital.

SIGNED AT.....ON

NAME (PRINT)

CAPACITY

SIGNATURE

WITNESSES

1

2.....

DATE:

2.3.2 I hereby confirm that I am duly authorized to sign this contract on behalf of

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF COMPANY

WITNESSES

1

2.....

DATE: