



## Quotation Advert

**Opening Date:** 03/02/2023

**Closing Date:** 10/02/2023

**Closing Time:** 11:00

### INSTITUTION DETAILS

**Institution Name:** RK Khan Hospital

**Province:** KwaZulu-Natal

**Department of entity:** Department of Health

**Division or section:** Central Supply Chain Management

**Place where goods/  
service is required:** RK Khan Hospital

**Date Submitted:** 02/02/2023

### ITEM CATEGORY AND DETAILS

**Quotation number:** Zmq: 845/22-23

**Item Category:** Goods

**Item Description:** Sale Of Condemned, Redundant and obsolete Assets

**Quantity (if supplies):** As per att list

### COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Choose an item.

**Date:** Click here to enter a date.

**Time:** Click here to enter text.

**Venue:**

**QUOTES CAN BE COLLECTED FROM:** Website

**QUOTES SHOULD BE DELIVERED TO:** Rk Khan Hospital Tender Box Next To Main Gate

**ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:**

**Name:** Maud Khumalo

**Email:** maud.khumalo@kznhealth.gov.za

**Contact number:** 031 459 6300

**Finance Manager Name:** Mr ID Myeza Finance Manager Signature



DESCRIPTION: SALE OF CONDEMNED, REDUNDANT AND OBSOLETE ASSETS

SIGNATURE OF BIDDER ..... DATE.....  
 [By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED.....

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
1	AS PER LIST	SALE OF CONDEMNED, REDUNDANT AND OBSOLETE ASSETS				
		ITEM TO BE VIEWED DURING WORKING HOURS ONLY ( MONDAY TO FRIDAY )				
		08:00 A.M TO 12:00 P.M				
		CONTACT : Ms T.P Mabaso				
		031 459-6109				
		Mrs R.C Naicker ( 031 459 - 6532 )				
		AS PER ATTACHED SPEC				
		N.B : DECLARATION FORMS,CSD NO.,UNIQUE REG SUBMIT BBBEE VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT,THE CERTIFICATE MUST BE SANAS APPROVED, MUST BE SUBMITTED WITH QUOTATION				
		N.B : SAMPLE TO BE PROVIDED UPON REQUEST BY INSTITUTION VIA EMAIL UPON REQUEST THE SAMPLE MUST BE DROPPED WITHIN 5 WORKING DAYS, FAILUER TO SUBMIT UPON REQUEST PERIOD THE SUPPLIER WILL BE DUSQUALIFIED				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

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

<p><b>Enquiries regarding the quote may be directed to:</b></p> <p>Contact Person: N MAKHAYE ..... Tel: 031 459 6301</p> <p>E-Mail Address: nomsa.makhaye@kznhealth.gov.za</p>	<p><b>Enquiries regarding technical information may be directed to:</b></p> <p>Contact Person: T MABASO ..... Tel: 031 459-6109</p>
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**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 interest<sup>1</sup> 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 consortium<sup>2</sup> 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
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<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

## GENERAL CONDITIONS OF CONTRACT

**1. AMENDMENT OF CONTRACT**

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

**2. CHANGE OF ADDRESS**

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

**3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION**

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:  
(i) *that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk*  
(ii) *it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.*
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

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

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

No.	Parent Barcode	Item Description	Make	Model	Serial No.	Location	Disposal Method
1	DOH646562	INFUSION PUMP	ALARIS	GW	135095230	M2N	To be sold as scrap
2	DOH646574	SYRINGE PUMP	CAREFUSION	ALARIS CC	135095211	M2N	To be sold as scrap
3	AA784481	INFUSION PUMP	CAREFUSION	ALARIS CC	250416573	M2N	To be sold as scrap
4	DOH776320	SUCTION MACHINE	SMAF	JX 820 D	N/A	M2N	To be sold as scrap
5	N/A	OXYGEN REGULATOR	ULTRA	512-44T	19032134	ICU	To be sold as scrap
6	DOH932230	SUCTION MACHINE	GABLER	FSE-200	11689.11.12	P5	To be sold as scrap
7	DOH741710	SUCTION MACHINE	N/A	H003	N/A	P5	To be sold as scrap
8	DOH932221	SUCTION MACHINE	GABLER	FSE-200	11673.11.12	M2N	To be sold as scrap
9	AA150437	DEFIBRILATOR	HELLIGE SERVO	SCP 840	36497	M2PN	To be sold as scrap
10	DOH653342	PATIENT MONITOR	MINDRAY	IMEC 12	EV-2800345	P5	To be sold as scrap
11	AA420604	PATIENT MONITOR	MINDRAY	IMEC 12	EV19000090	P5	To be sold as scrap
12	DOH009392	DEFIBRILATOR	NIHON KOHDEN	TEC 55221K	3994	OT	To be sold as scrap
13	AA784201	SPOT VITAL SIGN	WELCH ALLYN	4200-84	20104286	M2N	To be sold as scrap
14	DOH1497496	SUCTION MACHINE	ASKIR	C30BR	2563	OT	To be sold as scrap
15	DOH646560	SYRINGE PUMP	CAREFUSION	ALARIS CC	135094565	M2N	To be sold as scrap
16	DOH086344	SYRINGE PUMP	CAREFUSION	ALARIS CC	135104219	M2N	To be sold as scrap
17	AA784204	SPOT VITAL SIGN	WELCH ALLYN	4200-48	201104291	4	To be sold as scrap
18	NO BARCODE	BP MACHINE	N/A	N/A	N/A	ARV	To be sold as scrap
19	NO BARCODE	OXYGEN FLOW METER	N/A	N/A	N/A	M2N	To be sold as scrap
20	NO BARCODE	SPHYGMOMANOMETER	N/A	N/A	N/A	ARV	To be sold as scrap
21	N/A	OXYGEN FLOW METER DOUBLE	N/A	N/A	N/A	M1LW	To be sold as scrap
22	N/A	ANTONOX REGULATORS	N/A	N/A	N/A	M1LW	To be sold as scrap
23	DOH1308685	ECG MACHINE	MINDRAY	BENEHEAD3	FN-81010558	CASUALTY	To be sold as scrap
24	DOH061686	INFUSION PUMP	CAREFUSION	ALARIC GW	135093188	P5	To be sold as scrap
25	DOH061706	INFUSION PUMP	CAREFUSION	ALARIC GW	135094037	P5	To be sold as scrap
26	DOH061700	INFUSION PUMP	CAREFUSION	ALARIC GW	135093376	P5	To be sold as scrap
27	DOH1495059	INFUSION PUMP	CAREFUSION	ALARIC GW	135045969	P5	To be sold as scrap
28	DOH061689	INFUSION PUMP	CAREFUSION	ALARIC GW	135094075	P5	To be sold as scrap
29	AA424567	INFUSION PUMP	B BRAUN	INFUSOMAT FMS	65623	CASUALTY	To be sold as scrap
30	N/B	LOCKER CAGE				M1	To be sold as scrap
31	AA420390	CHAIR				M1	To be sold as scrap
32	AA499305	CHAIR				M1	To be sold as scrap
33	AA499485	CUPBOARD				M1	To be sold as scrap
34	DOH1572559	DRAWER UNIT ONLY				ASSET BASEMENT	To be sold as scrap
35	DOH1572560	DRAWER UNIT ONLY				ASSET BASEMENT	To be sold as scrap
36	DOH1572561	DRAWER UNIT ONLY				ASSET BASEMENT	To be sold as scrap
37	DOH1572562	DRAWER UNIT ONLY				ASSET BASEMENT	To be sold as scrap

38	DOH1572563	DRAWER UNIT ONLY	ASSET BASEMENT	To be sold as scrap
39	DOH1572564	DRAWER UNIT ONLY	ASSET BASEMENT	To be sold as scrap
40	DOH1572565	DRAWER UNIT ONLY	ASSET BASEMENT	To be sold as scrap
41	DOH1572566	DRAWER UNIT ONLY	ASSET BASEMENT	To be sold as scrap
42	DOH1572568	DRAWER CHUBB FIREPROOF	ASSET BASEMENT	To be sold as scrap
43	DOH1572580	CHAIR DRAUGHTMAN	ASSET BASEMENT	To be sold as scrap
44	DOH1572581	CHAIR DRAUGHTMAN	ASSET BASEMENT	To be sold as scrap
45	DOH1572538	TABLE LARGE WITHOUT DRAWERS	ASSET BASEMENT	To be sold as scrap
46	DOH005368	BENCH WOODEN	E3	To be sold as scrap
47	DOH1495018	LOCKER BEDSIDE	E3	To be sold as scrap
48	DOH1433814	LOCKER BEDSIDE	E3	To be sold as scrap
49	DOH1434722	LOCKER BEDSIDE	E3	To be sold as scrap
50	N/B	CHAIR PLASTIC	E3	To be sold as scrap
51	N/B	CHAIR PLASTIC	E3	To be sold as scrap
52	N/B	CHAIR PLASTIC	E3	To be sold as scrap
53	N/B	CHAIR PLASTIC	E3	To be sold as scrap
54	N/B	CHAIR PLASTIC	E3	To be sold as scrap
55	N/B	CHAIR PLASTIC	E3	To be sold as scrap
56	N/B	TROLEY STAND B.P	E3	To be sold as scrap
57	N/B	TROLEY STAND B.P	E3	To be sold as scrap
58	N/B	TROLEY STAND B.P	E3	To be sold as scrap
59	N/B	TROLEY STAND B.P	E3	To be sold as scrap
60	N/B	TROLEY DOUBLE BOWL	E3	To be sold as scrap
61	DOH1434709	LOCKER BEDSIDE	D3	To be sold as scrap
62	DOH1495018	LOCKER BEDSIDE	D3	To be sold as scrap
63	DOH1434736	LOCKER BEDSIDE	D3	To be sold as scrap
64	N/B	CHAIR WOODEN	D3	To be sold as scrap
65	AA959418	CHAIR OFFICE	D3	To be sold as scrap
66	N/B	SCREENS PATIENT	D3	To be sold as scrap
67	N/B	SCREENS PATIENT	D3	To be sold as scrap
68	AA128615	OVERHEAD PROJECTORS	COLLEGE	To be sold as scrap
69	DOH006737	OVERHEAD PROJECTORS	COLLEGE	To be sold as scrap
70	DOH1493986	BOOKSHELVES	COLLEGE	To be sold as scrap
71	DOH1368870/AA150127/AA78 2722	BOOKSHELVES	COLLEGE	To be sold as scrap
72	DOH009113	BOOKSHELVES	COLLEGE	To be sold as scrap
73	DOH1071019	BOOKSHELVES	COLLEGE	To be sold as scrap
74	DOH1071014	BOOKSHELVES	COLLEGE	To be sold as scrap

75	DOH1443774/DOH1443775	CHAIR RICKSTACKER		COMPOUND	To be sold as scrap
76	AA396991	DESKS CLASSROOM		CETU	To be sold as scrap
77	DOH941440	TROLLEY BASINETTE		M2 POST NATAL	To be sold as scrap
78	AA499770	TROLLEY BASINETTE		M2 POST NATAL	To be sold as scrap
79	N/B	TROLLEY DRESSING		M2 POST NATAL	To be sold as scrap
80	AA151039	BED DIVAN		AB1	To be sold as scrap
81	AA422496	CHAIR OFFICE		O.THEATRE	To be sold as scrap
82	AA150412	CHAIR OFFICE		O.THEATRE	To be sold as scrap
83	AA424414	CHAIR OFFICE		O.THEATRE	To be sold as scrap
84	DOH062382	CHAIR OFFICE		O.THEATRE	To be sold as scrap
85	DOH1126456	CHAIR OFFICE		O.THEATRE	To be sold as scrap
86	DOH653369	CHAIR OFFICE		O.THEATRE	To be sold as scrap
87	DOH718114	CHAIR OFFICE		O.THEATRE	To be sold as scrap
88	DOH1331460	STAND ROLLER TOWEL		O.THEATRE	To be sold as scrap
89	AA129378	LOCKERS		DOCTORS QUARTERS	To be sold as scrap
90	DOH008229	LOCKERS		DOCTORS QUARTERS	To be sold as scrap
91	AA959465	CHAIR SWIVEL		DOCTORS QUARTERS	To be sold as scrap
92	DOH1117179	CHAIR SWIVEL		DOCTORS QUARTERS	To be sold as scrap
93	AA422628	CHAIR SWIVEL		DOCTORS QUARTERS	To be sold as scrap
94	DOH719151	CHAIR OCCASIONAL		NURSES RESIDENCE	To be sold as scrap
95	DOH062508	CHAIR SWIVEL		NURSES RESIDENCE	To be sold as scrap
96	DOH1135634	CHAIR		NURSES RESIDENCE	To be sold as scrap
97	DOH062385	CHAIR		NURSES RESIDENCE	To be sold as scrap
98	DOH740296	CHAIR STACKING		NURSES RESIDENCE	To be sold as scrap
99	DOH718757	CHAIR STACKING		NURSES RESIDENCE	To be sold as scrap
100	DOH740818	CHAIR STACKING		NURSES RESIDENCE	To be sold as scrap
101	DOH719177	CHAIR STACKING		NURSES RESIDENCE	To be sold as scrap
102	DOH1135611	CHAIR SWIVEL		NURSES RESIDENCE	To be sold as scrap
103	DOH1020010	CHAIR SWIVEL		NURSES RESIDENCE	To be sold as scrap
104	DOH008008	CHAIR OCCASIONAL		NURSES RESIDENCE	To be sold as scrap
105	DOH005059	CHAIR OCCASIONAL		NURSES RESIDENCE	To be sold as scrap
106	DOH1433647	CHAIR SWIVEL		NURSES RESIDENCE	To be sold as scrap
107	AA780754	BED WOODEN		NURSES RESIDENCE	To be sold as scrap
108	DOH1117519	TABLE		NURSES RESIDENCE	To be sold as scrap
109	AA396583	BAR STOOL		NURSES RESIDENCE	To be sold as scrap
110	AA781879	URN		NURSES RESIDENCE	To be sold as scrap
111	AA151371	CHAIRS		MAIN KITCHEN	To be sold as scrap
112	AA151384	CHAIRS		MAIN KITCHEN	To be sold as scrap



113	DOH086416	URN				MAIN KITCHEN	To be sold as scrap
114	AA150699	SCALE				MAIN KITCHEN	To be sold as scrap
115	DOH007886	URN				MAIN KITCHEN	To be sold as scrap
116	DOH1345330	BEDS				D2	To be sold as scrap
117	DOH1493876	BEDS				D2	To be sold as scrap
118	AA499121/DOH941381	BEDS				D2	To be sold as scrap
119	DOH1086767	CHAIR				SCM	To be sold as scrap
120	DOH1433675	CHAIR				SCM	To be sold as scrap
121	DOH1099366	CHAIR				SCM	To be sold as scrap
122	DOH008131	CHAIR				SCM	To be sold as scrap
123	DOH1327498	CHAIR				SCM	To be sold as scrap
124	DOH007101	CHAIR				SCM	To be sold as scrap
125	DOH1433620	CHAIR				SCM	To be sold as scrap
126	AA150629	CHAIR				SCM	To be sold as scrap
127	DOH007830	CHAIR				SCM	To be sold as scrap
128	AA057538	CHAIR				SCM	To be sold as scrap
129	AA421786	CHAIR				SCM	To be sold as scrap
130	AA150365	CUPBOARD				SCM	To be sold as scrap
131	AA422708	TABLE TEA				SCM	To be sold as scrap
132	AA150380	TABLE TEACHERS				SCM	To be sold as scrap
133	AA150984	LOCKER				SCM	To be sold as scrap
134	AA422384	TROLLEY BASINETTE				SCM	To be sold as scrap
135	DOH087560	WATER COOLER				SCM	To be sold as scrap
136	N/B	WHEELCHAIR				SCM	To be sold as scrap
137	N/B	PRINTER				SCM	To be sold as scrap
138	AA422384	TROLLEY BASINETTE				SCM	To be sold as scrap
139	DOH087414	TROLLEY BASINETTE				SCM	To be sold as scrap
140	N/B	CHAIR RICKSTACKER				SCM	To be sold as scrap
141	N/B	TROLLEY 3 TIER				SCM	To be sold as scrap
142	AA959479	CHAIR OFFICE				AB1	To be sold as scrap
143	AA422433	CHAIR OFFICE				AB1	To be sold as scrap
144	AA780947	CHAIR OFFICE				AB1	To be sold as scrap

4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

**5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS**

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

**6. SAMPLES**

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

**7. COMPULSORY SITE INSPECTION / BRIEFING SESSION**

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

- (i) 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. SUBMISSION AND COMPLETION OF SBD 6.1**

9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

**10. TAX COMPLIANCE REQUIREMENTS**

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

## 11. TAX INVOICE

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

- |  |  |
|--|--|
| (i) the name, address and registration number of the supplier;                           | (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.                            |

## 12. PATENT RIGHTS

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

## 13. PENALTIES

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

## 14. TERMINATION FOR DEFAULT

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

## 15. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

**2. DEFINITIONS**

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

**3. POINTS AWARDED FOR PRICE**

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

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

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

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = price of lowest acceptable bid

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

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

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

**5. BID DECLARATION**

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

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

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

(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 applicable box)**

(Tick

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1 Will any portion of the contract be sub-contracted?

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

8. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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Designated Group: An EME or QSE which is at least 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		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

9.8 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 bidding 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 bidder 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..... ..... .....