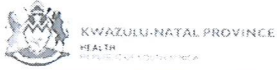


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KZN HEALTH

KZN Health Intranet

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KZN Health > Components > Supply Chain Management

AdvertQuote



Quotation Advert

Opening Date: 2022-05-30

Closing Date: 2022-06-06

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: G.J. Crookes hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: GJ CROOKES HOSPITAL

Date Submitted: 2022-05-27

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: GJC 117/22/23

Item Category: Services

Item Description: SERVICE & PRODUCE REPORT TO MEDICAL AIR POINTS & PLANT ROOMS COMPRESSORS

Quantity (if supplies)

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: KZN HEALTH TENDER WEBSITE

QUOTES SHOULD BE DELIVERED TO: GJ CROOKES HOSPITAL, NO.1 HOSPITAL RD, SCOTTBURGH, 4180. TENDER BOX

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: T.F DLAMINI

Email: -----

Contact Number: 039-9787158

Finance Manager Name: Ms SZINGUSE / P.S.K ZAMA

Finance Manager Signature:

No late quotes will be considered

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: GJ CROOKES HOSPITAL
DATE ADVERTISED: 30//05//2022 CLOSING DATE: 06//06//2022 CLOSING TIME: 11:00
FACSIMILE NUMBER: 0399781295 E-MAIL ADDRESS: - - - - -
PHYSICAL ADDRESS: NO.1 HOSPITAL ROAD,SCOTTBURGH,4180

QUOTE NUMBER: GJC117/22/23

DESCRIPTION: SERVICE TO MEDICAL AIR POINTS & PLANT ROOMS COMPRESSORS

CONTRACT PERIOD: ONCE OFF

VALIDITY PERIOD 60 Days

SARS PIN

(if applicable)

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.

Grid for CSD registration number

UNIQUE REGISTRATION REFERENCE

Grid for unique registration reference

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)

GJ CROOKES HOSPITAL, NO.1 HOSPITAL ROAD, SCOTTBURG, 4180.

TENDER BOX NEXT TO RECEPTION (EMAILED/FAXED TENDER DOCUMENTS WILL NOT BE ACCEPTED)

Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration.

The quote box is open from 08:00 to 15:30.

QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)

THIS QUOTE IS SUBJECT TO THE FOLLOWING EVALUATION PROCESS

- QUOTATIONS WILL BE EVALUATED FOR COMPLIANCE TO ADMINISTRATIVE AND SPECIFICATION REQUIREMENTS INCLUDING BUT NOT LIMITED TO BIDDER'S DISCLOSURE, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
PROPOSALS MAY ALSO BE EVALUATED ON FUNCTIONALITY IF APPLICABLE AND STATED IN THIS DOCUMENT.
QUALIFYING PROPOSALS WILL THEN BE EVALUATED ON PRICE ONLY

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODE.....NUMBER..... FACSIMILE NUMBER CODE.....NUMBER.....
CELLPHONE NUMBER
E-MAIL ADDRESS
VAT REGISTRATION NUMBER (If VAT vendor)



Enquires: Mr. M.S. HLOPHE Reference: ZNQ: Date:.....

MINUTES OF SITE MEETING HELD ON:

Date:

Venue:

1. Matter Discussed:

- 1.1. Signing of attendance register and site inspection briefing certificate.
- 1.2. Handing out of quotation documents.
- 1.3. Completion of quotation documents.
 - 1.3.1. SBD 4
 - 1.3.2. SBD 6.1
 - 1.3.3. Form 9
 - 1.3.4. Bill of Quantities
- 1.4. Submission of required information.
 - 1.4.1. Documents as per page 3 of the specification.
- 1.5. Site visit and deliberations on specifications and requirements.
- 1.6. Bidders are compelled to re-visit the site for one-on-one clarification of measurements and requirements. Post Site Inspection Briefing certificate to be signed on day of re-visit.
- 1.7. No part payments will be made and any stage of the project.
- 1.8. No payment will be made for incomplete or poor quality of work.
- 1.9. Material list page to be completed for all quotation documents. Failure to attach signed and completed document will render the quotation as not valid.
- 1.10. Past poor performance of contractors.
 - 1.10.1. Contractors that have performed poorly in the past will not be considered.
 - 1.10.2. Contractors that have not completed previous projects fully will not be considered.
 - 1.10.3. Contractors will be referred to National Treasury as a defaulter to be listed on the Database of Restricted Suppliers.**

I,, from do hereby
 (Print Name) (Name of Business)
 acknowledge that I have read and understand the items discussed as laid out above and will ensure that the quotation price submitted will address all the requirements as stipulated.

..... / /
 Signature Date

2. General matters during site visit:

2.1. _____

2.2. _____

2.3. _____

2.4. _____

2.5. _____

2.6. _____

2.7. _____

2.8. _____

2.9. _____

2.10. _____



**CERTIFICATE OF BIDDERS ATTENDANCE AT COMPULSORY
 SITE INSPECTION BRIEFING MEETING
 G J CROOKES HOSPITAL**

QUOTATION NO.	DESCRIPTION	SITE INSPECTION DATE
ZNQ:	GJCROOKES HOSPITAL , MEDICAL AIR MAJOR SERVICE AND PRODUCE REPORT	

This is to certify that I _____

A representative of (Bidder) _____

of Address: _____

Telephone No: _____

Telefax No.: _____

Attended the Pre-Bid Site Briefing Meeting on (date) _____

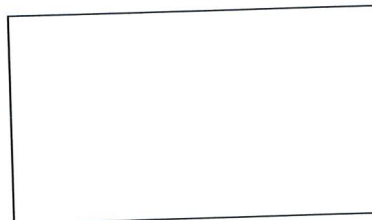
And at the following venue (mark in appropriate block):

**GJ CROOKES
 HOSPITAL**

BIDDERS REPRESENTATIVE _____

DEPARTMENT REPRESENTATIVE _____

DEPARTMENTAL STAMP:



ENQUIRIES:

REF:

CLOSING DATE:

CONTRACTOR: _____

1. On behalf of the KwaZulu-Natal Department of Health, we hereby invite you to quote for the above service
2. Your quotation must be submitted to the following address:

HAND DELIVERED	
	To be Placed in the Quotation Box

In a sealed envelope, the front of the envelope being clearly endorsed with the Quotation Number **ZNQ** and the service type as stated above, not later than **11h00** on

3. The quotation shall be fully detailed as follows:
 - 3.1 Itemised list of additional Material/Spare parts required by the Contractor, showing costs and contracts mark-up.
 - 3.2 Labour hours, rate and total travelling costs.
 - 3.3 Kilometres, Rate and Total Travelling Cost (specify number of trips).
 - 3.4 Subsistence: Number of Days, Rate and Total Subsistence Costs.
4. Kindly complete the attached document and return all pages as per paragraph two above, each page being initialled by the Contractor's authorized signatory.
5. The Contractor's attention is drawn to the following, which under no circumstances will be acceptable and will result in the automatic disqualification of the quotation.
 - 5.1 Use of correcting fluid i.e. Tippex on the quotation documents.
 - 5.2 Faxed quotations
 - 5.3 Photocopies of quotations
 - 5.4 Incomplete quotation document including Bill of Quantities.
6. Only the original document, duly signed and completed in its entirety will be given any consideration.
7. Bidder to sign and date every page in acknowledgment that he/she has read and understood all the requirements contained in this document. Failure to do so will render your offer as non-responsive.

DOCUMENTATION TO BE SUBMITTED

No.	Document Details	Doc. Type	Submitted	
			Yes	No
1.	Tax Clearance Certificate	Original		
2.	CIDB Registration ME1	Certified Copy of Original		
3.	Company Registration Documents (CK)	Certified Copy of Original		
4.	B-BBEE Status Verification Certificate	Certified Copy of Original		
5.	Fully Completed and Signed Quotation Document	Original		
6.	SBD 4 Document Declaration Of Interest (Fully completed and signed)	Original		
7.	Bill of Quantities (fully priced for each item as listed)	Original		
8.	Central Supplier Database (CSD)Registration			
9.	Registration with Department of Labour Letter of Good Standing.	Certified Copy of Original		

PLEASE NOTE: FAILURE TO SUBMIT ANY OF THE DOCUMENTS AS REQUIRED IN THE TABLE ABOVE WILL RESULT IN THE OFFER BEING REGARDED AS NON-RESPONSIVE.

A COVERING LETTER REFERRING TO THE DOCUMENT WHERE A SET OF THESE DOCUMENTS HAVE BEEN ATTACHED MUST BE ATTACHED TO EVERY OTHER QUOTATION DOCUMENT.

1. **NOTES TO BIDDERS**

1.1 **GENERAL CONDITIONS AND PROCEDURES FOR PROCUREMENT**

The KwaZulu-Natal Treasury's General Conditions and Procedures for Procurement (ZNT 6 – September 2002), copies of which are available from the offices of the Head: Works (as well as at <http://www.kzntreasury.gov.za>), will apply.

1.2 **VISIT TO SITE**

Bidders are advised to visit the site before quoting in order to satisfy themselves as to the nature and full extent of the work to be done and the conditions generally affecting the execution of the contract. Claims on the grounds of lack of knowledge in such respects or otherwise will not be entertained.

1.3 **SUPERVISION**

The work shall at all times, for the duration of the contract, be carried out under the supervision of a skilled and competent representative of the contractor, who will be able and authorized to receive and carry out instructions on behalf of the contractor. A sufficient number of workers shall be employed at all times to ensure satisfactory progress of the work.

1.4 **PROTECTING AND MAKING GOOD**

The contractor shall allow for covering up and protecting, as necessary, from time to time, throughout the performance of the contract, all work liable to suffer damage and on completion clear away and make good any damage caused to the works by his negligence and shall be liable for all costs incurred in making good any such damage, to the satisfaction of the Head: Works.

The contractor shall allow for making good in all surrounding trades, which have been disturbed during alterations, repairs and renovations.

1.5 **RECLAIMABLE MATERIAL**

Reclaimable material will become the property of the contractor and who must allow for any credit in the quotation.

1.6 **COMPLIANCE**

All work must comply with the Local Authority regulations and National Building Regulations, as well as SABS specifications applicable to the work to be executed.

1.7 **LEAVE PERFECT**

The contractor shall at all times keep the site in a clean and tidy condition and on completion, remove all superfluous materials, debris, etc. and leave the premises in a thoroughly clean and perfect state, fit for occupation.

1.8 **ARRANGEMENT WITH OCCUPANTS**

The contractor shall arrange with the occupants of the buildings for access to the site/building to render the service and put the work in hand within twenty four (24) hours after being notified, telephonically or otherwise, of acceptance of the contractor's quotation.

1.9 **PRECAUTIONS TO PROTECT**

The contractor shall take all necessary precautions and steps to protect furniture and fittings in the building and on the site against damage and/or contamination.

1.10 **INDEMNITIES**

- (a) The contractor shall indemnify the Head: Works against any claims of whatever nature arising from the contractor's activities and accept responsibility for all damage caused to property and persons as a result of such activities.
- (b) The contractor shall indemnify his workers in terms of the Compensation for Occupational Injuries and Diseases Act.

1.11 OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

By the submission of a quotation, any Tenderer will, if awarded the contract to which this quotation document relates, be deemed to be a mandatory as envisaged by Section 37(2) of the Act. As a mandatory the successful Tenderer will be deemed to be an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the project to which this quotation document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the successful Tenderer, for whatever reason be unable to perform as required by the Act, the successful Tenderer undertakes to inform the Employer accordingly.

1.12 ESCALATION

Bidders are advised that the contract with the successful tenderer will not be subject to the Contract Price Adjustment Provisions (CPAP) or any other escalation formula, and they are therefore to allow for any increases in the costs of labor, material, transport, etc. However, any statutory increase or decrease in Value-Added Tax will be for the account of the Province.

1.13 GUARANTEE

The successful tenderer shall guarantee that no faulty material or workmanship was used in the execution of services. Should the guarantee not be complied with, the State may, without prejudice to any other rights it may have, demand that the services be repaired without cost to the State.

1.14 PENALTIES

If the contractor fails to render the service within the period stipulated in the contract, the State shall have the right, in its sole discretion either to deduct as a penalty from the value of the contract sum an amount of one-fourteenth percent thereof per calendar day for the period of delay or to claim any damages or loss suffered in lieu of such penalty: provided that where beneficial use of the completed portion is enjoyed, penalty shall be applied to the value of the outstanding portion only.

1.15 ALTERATIONS TO QUOTATION DOCUMENTS

Any amendment or correction in the quotation document of a quoted amount/sum/rate or other entry must be effected only by deleting the incorrect entry and writing the correct amount/sum/rate entry just above it in **INK**. Each and every amendment/correction must be initialed by the signatory to the quotation.

The use of "TIPPEX" or any other similar substances to make corrections and/or alterations **ANYWHERE** in the quotation is **NOT** permitted and any quotation altered/amended in such a manner may be declared invalid or be disregarded.

1.16 REGISTRATION ON THE PROVINCIAL SUPPLIERS DATABASE

1. In terms of the KwaZulu-Natal Procurement Regulations promulgated in terms of Section 47 of the KwaZulu-Natal Procurement Act, all suppliers of goods and services to the Province of KwaZulu-Natal are required to register on the Provincial Suppliers Database.
2. If you wish to apply for registration, forms may be downloaded from the website, <http://www.kzntreasury.gov.za> or obtained by phoning the toll free number **0800 201 049**. This number is also available for general enquiries relating to Provincial procurement.
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Province may, without prejudice to any other legal rights or remedies it may have:
 - 3.1 de-register the supplier from the Database,
 - 3.2 cancel a tender or a contract awarded to such supplier,and the supplier would become liable for any damages if a less favorable quotation is accepted or less favorable arrangements are made.
4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Provincial Suppliers Database, relating to changed circumstances.

1.17 VALIDITY

This quotation shall be valid for a period of sixty (60) calendar days calculated from the closing time specified.

1.18 CONTRACT PERIOD

The work shall be completed within **Fourteen Days (14)** from the date of the official order/letter of acceptance.

1.19 PROPRIETARY MATERIALS

Where the term "or other approved" is used in connection with proprietary materials or articles it is to be understood that approval shall at the sole discretion of the Head: Works.

Where brand or trade names are referred to in the extent of work/specification these shall indicate the quality and type of material or fitting required and no substitution of materials so specified will be permitted unless the authority of the Head: Works has been obtained *before tenders close*.

In all cases where the contractor takes delivery of, handles, stores, uses, applies and/or fixes any proprietary product he shall do so in strict accordance with the manufacturer's instructions after consultation with the manufacturer or his duly authorized representative.

1.20 DEFINITION OF APPROVED, ETC.

The term "approved" or "specified" where used in these extent of work/specifications shall mean approved or specified by the Head: Works. This term shall apply equally to the Head: Health.



G J CROOKES HOSPITAL HEALTH AND SAFETY SPECIFICATION

OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993

EXTRACT FROM THE CONSTRUCTION REGULATIONS

1. **Scope:** This specification details the health and safety requirement with the Works.
2. **Interpretations :** Construction work is defined as: any work in connection with: -
 - a) The erection, maintenance, alteration, repair, demolition or dismantling of or addition to a building or any similar structure;
 - b) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling; or
 - c) The moving of earth, clearing of land, the making of an excavation, piling or any similar type of work.
3. **General:** The Employer will take reasonable steps to ensure that the contractor's health and safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

Should the Contractor at any stage in the execution of the work-

- a) Fail to implement or maintain contractors' health and safety plan;
- b) Execute construction work which is not in accordance with contractors' health and safety plan; or
- c) Act in any way which may poses a threat to the health and safety of any person/s, **the Employer or employers' representative/agent will stop the Contractor from executing construction work.**

4. General Requirements

- 4.1. **First Aid Equipment:** The Contractor shall provide for its employees an approved first aid box. The first aid box to be checked weekly by a responsible person, who shall be appointed by the Contractor.
- 4.2. **Reporting of incidents and /or injuries:**
 - 4.2.1. All incidents in respect of damage to Works, property or machinery or injury to persons, shall be reported by the Contractors Safety Officer or Site Representative to the Representative/agent by the quickest means possible.

- 4.2.2. A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the representative/agent within (24) hours of the occurrence of the incident.
- 4.2.3. The representative/agent shall have the right to make all or any enquiries as to the cause and result of any such incident. The Contractor shall provide the representative/agent with full facilities for carrying out such enquiries.
- 4.3. **Danger Areas:** All danger areas shall be demarcated by the Contractor with appropriate tape and hazard notices to prevent unauthorized person/s entering the danger area.
- 4.4. **Hazard Notices:** The Contractor shall display hazard notices in all areas identified in the risk assessment as potentially hazardous.
-

- 4.5. **Personal Protective Clothing:** The Contractor shall provide the necessary personal protective clothing for his employees in hazardous areas, appropriate to the nature of the hazard identified in the risk assessment.

a) **Hard Hats:**

All employees of the Contractor shall wear hard hats in areas where appropriate hazard notices are displayed. Hard hats shall not be painted or otherwise defaced.

b) **Eye Protection:**

Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, arc welding, cutting with oxyacetylene equipment of similar activities are taking place.

c) **Hearing Protection:**

Suitable hearing protection shall be worn in areas where appropriate hazard notices are placed.

d) **Foot Wear:**

All employees of the Contractor shall wear undamaged, laced-up safety boots or safety shoes, suitable for the intended purpose, in prescribed areas where appropriate hazard notices are displayed.

e) **Gloves:**

All employees of the Contractors shall wear suitable gloves in all areas where appropriate hazard notices are displayed or when handling hot or hazardous materials or chemicals.

- 4.6. **Machine Guarding:** All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.
-

4.7. Ladders:

4.7.1. Every ladder shall be:

- Of good construction, sound material and adequate strength and suitable to the purpose for which it is used (e.g. electricians shall use suitable insulated ladders),
- Fitted with non-skid devices at the bottom of the stiles or with hooks or similar devices at the tops of the stiles.

4.7.2. Except for extension ladders, no ladder shall be used which is longer than 4,5m and no ladder shall have its reach extended by tying together two or more ladders.

4.7.3. All ladders shall be inspected weekly and a log shall be kept of the inspections.

4.8. Scaffold Framework:

4.8.1. Scaffold standards shall be firmly supported and secured against displacement and shall be kept vertical.

4.8.2. No Contractor shall use, or cause to be used, any scaffold unless it is inspected by a competent person at least once a week and after inclement weather.

4.9. Prevention of Uncontrolled Collapse: The Contractor shall ensure that no structure or part of a structure is loaded in a manner that would render it unsafe.

4.10. Electrical Equipment and Procedures Used by the Contractor:

4.10.1. All electrical equipment to be inspected regularly by a qualified electrician, who shall be appointed by the Contractor and inspections to be logged.

4.10.2. The Contractor shall ensure that all his electrical equipment conforms to the operational and safety requirements.

4.10.3. All earth leakage units shall be tested at intervals of not more than one month and signed for by a qualified electrician.

4.11. Indemnity of the Employer and his agents: The annexure to this Contract Document contain a "Mandatory Form of Authority and Agreement in terms of Section 37 (2) of the Occupational Health and Safety Act, No, 85 of 1993 which agreement shall be entered into and duly signed by both the Employer and Contractor prior to the commencement with work. A copy of the signed agreement shall be included in the Contractors health and safety plan.



G J CROOKES HOSPITAL TECHNICAL SPECIFICATION

1. GENERAL

- 1.1. This TECHNICAL SPECIFICATION shall be read in conjunction with all other sections of the SPECIFICATION, including the National Building Regulations SABS 0400 of 1990 as amended and the Occupational Health and Safety Act and Regulations, 85 of 1993.
 - 1.2. Cognisance shall be taken of the clauses relevant to this particular installation, whether any specific clauses are referred to or not.
-

2. SCOPE

- 2.1. The work to be carried out under this contract includes the supply, delivery, installation, connecting, testing and leaving in good service condition to the satisfaction of the Head of Department or his or her designee, the building maintenance, renovations, repairs and minor new works to KwaZulu-Natal Health Institutions as specified by the Head of Department or his or her designee.
 - 2.2. Work to be done as per drawing.
 - 2.3. Material as specified below.
 - 2.4. Work to be done according to Standard preambles of Trade of the Department of Health.
 - 2.5. No jack hammers to be used unless cleared by Maintenance Manager.
 - 2.6. If unsure please contact Maintenance Manager before commencing with the work.
 - 2.7. No cutting off cables (electrical or network) if not cleared by Maintenance Manager. Contractor will be responsible if any cables are cut without permission.
-

3. REFERENCES

- 3.1. Where references have been made to specific brand names, these are read as **“OR OTHER APPROVED BY DEPARTMENT OF HEALTH, FACILITIES MANAGEMENT.”**

4. SPECIFICATION: G J Crookes Hospital, MEDICAL AIR SERVICE

4.1 STANDARD SPECIFICATION FOR MEDICAL GAS AND VACUUM INSTALLATIONS

1. INTRODUCTION

1.1 General

This specification contains standard technical requirements for medical gas and vacuum installations and anesthetic mask scavenging systems.

1.2 Project Specification

This standard specification and drawings will at times have to be read in conjunction with project specification and drawings in which the specific requirements, scope and layout of the installation are set out.

Where contradictions arise between such project specifications and drawings and this standard specification and standard drawings, the project drawings and project specification will take precedence.

1.3 Queries

Where queries or disputes in interpretation of this specification and standard drawings vis-à-vis project specifications and drawings arise, the matter must be referred to the Secretary for Health or his duly appointed representative, whose decision will be final and binding.

1.4 Competence of Installation Technicians

It is a requirement that all pipe fitters employed in medical gas and vacuum installations are able to show proof of knowledge of, and experience in such installations before commencing work on a medical gas and vacuum system.

1.5 Permit to Work

Prior to any person working on or isolating any medical gas system, a Permit to Work, as described below, and as per form B15, will be required.

1.5.1 General

The Permit to Work system is applicable to the servicing, repair, alteration and extension of existing installations within a Hospital, or any action, such as the closure of an isolating valve, which restricts the supply. This means that Permits shall also be obtained before any major item of central plant, e.g. manifold, control panel, compressor, or vacuum pump (including and standby plant), is isolated prior to servicing, repair or overhaul. The system is applicable to work on installations already in service.

1.5.2 Routine Changing of Cylinders

Permits are not necessary for the routine replacement of cylinders on manifolds nor for the recharging of liquid oxygen vessels, provided there is no danger of the supply being disrupted when these tasks are undertaken.

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1.5.3 Planned Preventive Maintenance (PPM) Work

Permits will not be required for routine daily or weekly inspections (where the service is not interrupted), but follow-up work will usually involve the issue of a Permit.

1.5.4 Substantial Alterations, Extensions to, or Overhaul of Existing Installations

Work described on the Permit should normally be completed in one day, though provision is made for some carryover. Work likely to take more than one day may be initiated on the Permit, but should be carried out under normal procedures for engineering work of this nature and commissioned in accordance with the requirements of part 2 of this specification.

1.5.5 Capital Works

Capital works undertaken by the Province's Works Department and other similar new work should be connected to an existing system only after a break point has been established. The new capital work should be tested and commissioned in the normal manner as provided for in part 2 of this specification.

1.6 Standard Drawings

The standard drawings listed here form part of this specification and must be read in conjunction with it: -

M040101 Key to Symbols

M040102 Typical Operating Theatre Layout

M040103 Typical Layout of Medical Gas and Vacuum Outlet Points at Bed Head

M040104 Vacuum Pipe Take-off Details

M040201 Diagrammatic Layout – Medical Compressed Air Piping and Equipment

M040202 Typical Oxygen and Gas Bank Layout

M040203 Diagrammatic Layout of Vacuum Plant Pipe Work and Equipment

M040204 Typical Nitrous Oxide Gas Bank Arrangement

M040301 Medical Gas and Vacuum Isolating Valve Cabinet

M040302 Theatre Pendant Details

M040303 High Pressure Compressed Air Outlets

M040305 Anesthetic Scavenging System for Operating Theatres

M040401 Concrete Base for Air Compressors and Vacuum Pumps

M040403 Gas Evaporator Enclosure Details

M040404 Details of Gas Cylinder Connections

M040501 Wiring Diagram for Vacuum and Compressed Air Plants

M040502 Typical Wiring Diagram for Medical Gas and Vacuum Warning Light Panels

M040503 Typical Warning Light Panel Layout
M040504 Alternate Compressor and Vacuum Plant Wiring Detail
M040505 Wiring Diagram for Anesthetic Mask Exhaust Fan

1.7 Other Standards and Publications

The following publications must be read in conjunction with this specification: -

1.7.1 Occupation Health and Safety Act (Act No. 85 of 1994) As amended.

1.7.2 Standard Specification for Electrical Installations Pertaining to Mechanical Equipment.

1.7.3 SABS 099 – 1974 The construction of air receivers.

1.7.4 SABS 460 – 1975 Copper and copper alloy tubing.

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1.7.5 SABS 763 – 1977 Hot-dip (galvanised) zinc coatings.

1.7.6 SABS 948 – 1978 Three phase induction motors part 1 low voltage standard motors.

1.7.7 SABS 1091 – 1975 National colour standard for paint.

1.7.8 SABS 1189 – 1978 Single phase induction motors.

1.7.9 SABS 1062 – 1985 Vacuum and pressure gauges.

1.7.10 SABS 1409 – 1986 Outlet sockets and probes for medical services used in hospitals.

1.7.11 SABS 0224 Non flammable medical gas pipeline systems.

1.7.12 SABS 0142 Wiring of Premises

1.7.13 CKS 64 – 1967 Compressed Air for breathing.

1.7.14 CKS 332 – 1977 Industrial V-belts.

1.7.15 CKS 605 – 1987 Medical gas regulators.

1.7.16 R158 Regulation Hospital norms.



G J CROOKES HOSPITAL SCOPE OF WORK

1. GENERAL

GJ CROOKES HOSPITAL, MEDICAL AIR MAJOR SERVICES

2. SCOPE OF WORK

- a. The work to be carried out in terms of this section of the project comprises the supply and installation of all the materials necessary, as per the Bill of Quantities and Drawings.
- b. All work must be checked and approved by the Chief Works Inspector.
- c. All workmanship will be done fully in accordance of the Occupational Health and Safety Act 85/1993, as amended.
- d. All work to be carried out as per Department of Health - Standard Preambles to all trades, Rev 3- January 2009.
- e. Contractors are advised to visit the site to acquaint themselves fully with the nature and full extent of the work involved. Claims on the grounds of insufficient information will not be entertained.
- f. Site to be cleared daily of building rubble and work area kept clean at all times.

**PLEASE NOTE THAT THIS CONTRACT PERIOD IS FOR TWO (2) WEEKS.
CONTRACTOR IS TO ENSURE THAT THEY HAVE STAFF IN PLACE TO COMPLETE
THIS CONTRACT WITHIN THE STATED PERIOD.**

Time required for completion of this contract as specified from receipt of official order: -

Lead Time: One (1) Week

Site Time: One (1) Weeks

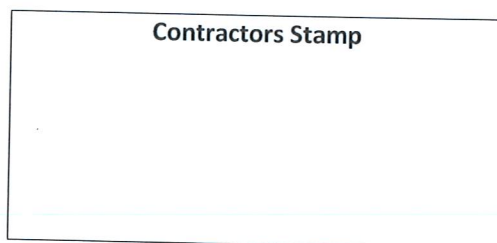
Total Time: Two (2) Weeks

Signature of Contractor

Name of Contractors

Contractor Name in block letters

Date



**BILLS OF QUANTITIES
GJ CROOKES HOSPITAL, MEDICAL AIR MAJOR SERVICES**

Notes to Bidders: All items to be priced fully inclusive of all charges, e.g. labour, scaffolding, materials,

Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		TOTAL	
				R	c	R	c
	NOTE: All rates for items contained in this Schedule of Prices must be computed excluding the applicable Value Added Tax.						
	ZNQ Reference No.: ZNQ: INSTITUTION: GJ CROOKES HOSPITAL, Service of MEDICAL AIR All rates quoted shall be inclusive of transport, labour and profit.						
	PROPRIETARY ARTICLES:						
	All equipment and material used in this contract shall be that which is specified or other approved by the Department of Health.						
	Main Medical air plant						
1	Service equipment according to 12months service schedule REF: MG, CODE: MG2-002, attached three (3x) pages, to be completed attached to invoice on completion, All old used spares to be handed over to workshop Chief Artisan,	Each	1				
2	Major Services 2x Compressors , Oil Filters, Compressor Oil and Clean Coil, Compressor service kits, replacement of inline filter cartridges, dryers for medical air compressors.	Item					
8	Services medical air points connections, complete list to be drawn up by the Contractor and a condition report on each unit, KPA Pressure test. Passed or not passed and signed off.	Each	60				
9	Check receiver tank status	Each	1				
10	Full after service report on all faults on completion,	Each	1				
11	Service to medical air receiver tanks gauge	Each	1				
12	Leakage into Total medical air System Test Form B4 (Sheet of Sheets) see page 20, below	Each	1				
13	Proof of Medical Gas (SAQCC, GAS) Cards attached to tender Document to be certified copies. "Competence of Installation Technician details It is a requirement that all pipe fitters employed in medical gas and vacuum installations are able to show proof of knowledge of, and experience in such installations before commencing work on a medical gas and vacuum system."	Each	1				
Carried To Collection Summary		PS 1		R			

COLLECTION SUMMARY

INSTITUTION: GJ CROOKES HOSPITAL,
ADDRESS:
PROJECT DESCRIPTION: ZNQ:
MEDICAL AIR SERVICES
INSPECTION SERVICES

NOTE:

THIS COLLECTION SUMMARY MUST BE COMPLETED IN FULL BY THE CONTRACTOR AND RETURNED TOGETHER WITH THE QUOTATION FORM.

<i>Collection Summary PS 1</i>		
<u>SUB-TOTAL: CARRIED TO QUOTATION FORM</u>	R	

1. SPECIFICATIONS

a. Notes to Bidders:

- i. All work to be priced fully inclusive of all charges: VAT, labour, plant, profit, etc...
- ii. The Department reserves the right to negotiate prices in the Bill of Quantities.
- iii. All materials used in this contract shall be that which is specified. All material must be SABS approved. All material must be cleared by maintenance supervisor before installation.
- iv. Contractors are advised to visit site to acquaint themselves with the site and the layout of the Institution as no claims on the grounds of ignorance of the locality/siting of the Institution will be entertained later. Measurements given must be treated as a guide.
- v. Final measurements are the responsibility of the contractor and any discrepancy must be addressed with the Facility Manager prior to the submission of the quotation.
- vi. Contractors are informed that living on the Institutions premises during the contract is not allowed and arrangements for accommodation will have to be allowed for by the contractor.
- vii. Site will be kept clean at all times. Building rubble must be removed from site daily.
- viii. Removal of redundant items must be done by the contractor and removal thereof must be approved by the Facility Manager.

STRUCTURAL SPECIFICATION AS PER STANDARD PREAMBLES TO ALL TRADES: Rev 3
January 2009

PROVINCE OF KWAZULU-NATAL

DEPARTMENT OF HEALTH

STANDARD SPECIFICATION AND DRAWINGS FOR MEDICAL GAS AND VACUUM SERVICES

SPECIFICATION MG

JULY 2001

Page 31 of 55

9. MEDICAL AIR SYSTEMS

9.1 General

The vacuum shall be provided by two vacuum pumps driven by electric motors, with receiver and one set of controls. The pumps shall be of the reciprocating type, silent running, suitable for the purpose and be of a capacity as stated in the project specification. The vacuum shall not rise above 50 kPa absolute when the system is in full operation. The vacuum pump's electric motors shall be connected to the standby generator.

9.2 Operating Range

The pumps must each be capable of maintaining a vacuum of 60% of peak demand and will normally cycle between the range 20 kPa absolute maximum and 50 kPa absolute minimum. Diversity factors in accordance with good standard practice shall be applied in the sizing of the vacuum pump and piping.

A terminal point flow rate of 15 litres per minute with a diversity factor, varying from 20% to 100%, can be used for pipe sizing, depending on the location of the Hospital.

9.3 Installation

If required, the vacuum pump shall be fitted with a silencer of the expansion vessel type. The vacuum pump shall be mounted as specified in paragraph 8.7. The pipe connections to the receiver shall be resilient. A bacterial filter is not required.

9.4 Pipe Connections to Vacuum Receiver and Distribution Network

The connections to the piping system shall be below the outlet of the receiver and placed on the side of the receiver. A test cock shall be provided on the receiver so that vacuum pump controls can be checked.

9.5 Vacuum Plant

The pumps must be suitable for drawing a vacuum down to 20 kPa absolute (-80 kPa gauge) and of a capacity as specified in the project specification.

The vacuum pumps must be air-cooled. A soft seated check valve shall be fitted in the line between the pump and the vacuum tank to prevent the possibility of leak back through the pump when not running. Exhaust gases shall be safely piped to the outside of the building and above the nearest adjacent building and away from any air intakes (not less than 6m).

9.6 Vacuum Tank

The vacuum tank, of the capacity specified in the project specification shall be of all welded construction and equipped with pump connections at the top. The tank shall be painted with a suitable metal primer, under coat and in all enamel coat in a yellow colour to S.A.B.S. 1091 colour number C67. The tank shall be fitted with a 100 kPa rupture disc in place of a safety valve.

9.7 Vacuum Bottle Traps

These shall be of the Afrox single valve, or other approved, type. Bottle traps are to be located in visible positions in service areas, as close as possible to the area(s) being served.

2.3 TESTS ON THE PIPELINE SYSTEM

2.3.1 Leakage from Compressed Medical Gas Systems

- The leakage test described above should have been completed satisfactorily. All terminal unit valves and other devices such as safety valves and pressure sensors should be fitted. The supply system should be isolated from the pipeline. There should be no links between the pipeline systems. The test may be carried out on sections of each pipeline, provided no section is omitted. Different sections and pipelines may be tested at the same time.

2.3.1.1 Procedure

- Connect a suitable pressure-measuring device to the pipeline. Fill the pipeline (or section of pipeline) with test gas at pipeline distribution pressure. This filling

procedure may also be used to measure the volume of the pipeline. Disconnect and remove the gas supply. Note the pressure and temperature initially and again at the end of the test period.

2.3.1.2 Results

- The rate of pressure drop during the test period should not exceed the value specified by the formula given in paragraph 2.2.3, after allowing for pressure changes due to temperature variation. Record the results on Form B3.

2.3.2 Leakage into Vacuum Systems

- The leakage test described above should have been completed satisfactorily. All terminal unit valves and other devices such as pressure sensors should be fitted.

The vacuum supply should be connected to the system under test.

2.3.2.1 Procedure

- Connect a vacuum gauge to the system. Run the vacuum supply system to maintain pipeline distribution pressure until the pipeline system is dried out. With the system at pipeline distribution pressure, isolate the vacuum supply system. Note the vacuum initially and again after one hour.

2.3.2.2 Results

- **Record the results on Form B4.** The pressure increase after one hour should not exceed 10 kPa. There is no additional allowance for temperature variation in this test.

PROVINCE OF KWAZULU-NATAL
DEPARTMENT OF HEALTH
PREVENTIVE MAINTENANCE SCHEDULE

MEDICAL AIR
MEDICAL GAS
SCHEDULE FOR : ~~VACUUM SERVICES~~
SCHEDULE FREQUENCY : 12 MONTHS

REF : MG
CODE : MG2-002

INSTALLATION NAME : Mundo Arnold Lushaba CHC PLANT ROOM PUMPS, PIPES & OUTLETS

REF :

P.M. SERVICE		RUNNING REPAIRS (Apply for V.O. as Applicable)				OTHER REPAIRS REQUIRED SUBMIT QUOTATION			
ITEM	DESCRIPTION/CHECK ADJUST CLEAN AS REQUIRED	NO. OF DAYS	TIME TAKEN	DESCRIPTION OF SPARES USED	QUANTITY BY SITE STOCK	EST. TIME REQUIRED	DESCRIPTION OF SPARES REQUIRED	EST. TIME REQUIRED	DESCRIPTION OF SPARES REQUIRED
1	Check plantroom lowers and screens and clean								
2	Check vacuum pump oil. Replace oil as per manufactures specification. Drain oil and include Oil Dispose Certificate No.								
3	Check and clean filter								
4	Check all mountings								
5	Check vacuum pump pulley								
6	Check motor pulley bearings and alignment								
7	Check belt drive and adjust								
8	Check safety guards in position and secure								
9	Check all bolts, nuts, screws, etc for tightness								
10	Check motor starter and auxiliaries								
11	Check and note motor amperage								
12	Check pilot lights								
13	Check all outlet points								
14	Check all pipes, joints and seals for leaks								

MAJOR VACUUM PLANT SERVICE

ITEM	P.M. SERVICE	N ORDER	RUNNING REPAIRS (Apply for V.O. as applicable)				OTHER REPAIRS REQUIRED SUBMIT QUOTATION					
			OTHER WORK SPECIFIED RUNNING REPAIRS DONE	TIME TAKEN	DESCRIPTION OF SPARES USED	QUANTITY EX SITE STOCK	QUANTITY EX FIRMS STOCK	DESCRIPTION OF OTHER REPAIRS REQUIRED	EST TIME REQD	DESCRIPTION OF SPARES REQUIRED	QTY REQD	
15	Check operation and cycling of plant and adjust if necessary (approx. 500mm Hg) Note cut-in and cut-out pressures											
16	Clean plant and planroom											
17	Change over leading units											
18	Check and clean vacuum moisture traps											
19	Check operation of warning light system											
20	Clean rust spots and patch with paint											
21	Tighten all electrical terminals											
22	Clean out air ways of motors											
23	Lubricate motor bearings, if required											
24	Check setting of warning light pressure switches, adjust if necessary											
25	Clean, remove loose paint and re-paint											
26	Check calibration of all pressure gauges, etc. Re-calibrate as required											
27	Complete plant log book											
28	Check receiver internally and externally for corrosion pit marks 12 months per test program											

MALDEN VACUUM PLANT SERVICE

I CERTIFY THAT THE SPECIFIED SERVICE WAS CARRIED OUT										OFFICIAL STAMP:									
NAME OF SERVICEMAN (BLOCK LETTERS):										SIGNATURE:									
NAME/S OF ASSISTANT/S: SEMI SKILLED:																			
NAME/S OF ASSISTANT/S: UNSKILLED:																			
COMPANY NAME (BLOCK LETTERS):																			
TIME IN:		TIME OUT:		TIME ON SITE:		DATE:				NAME OF RESPONSIBLE OFFICIAL ON SITE:				SIGNATURE:					
FROM:		TO:		KM:		TO:		KM:		TOTAL KM:									

CONTRACTORS STAFF AND SUPPLIERS INFORMATION FORM

Supplier information

<u>Company name</u>	<u>Contact person</u>	<u>Telephone No.</u>	<u>Supplier of</u>

Sup contractor information

<u>Company name</u>	<u>Contact person</u>	<u>Telephone No.</u>	<u>Sub contract for</u>	<u>Name of responsible person on site</u>

Contractor staff information as per registration with Department of Labour

<u>Name</u>	<u>ID Number</u>	<u>Salary number</u>	<u>Rank</u>	<u>Qualification</u>

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.