



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 05/02/2025
Closing Date: 14/02/2025

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: St Apollinaris Hospital
Province: KwaZulu-Natal
Department of entity: Department of Health
Division or section: Central Supply Chain Management
Place where goods/ service is required: St Apollinaris Hospital
Date Submitted: 05/02/2025

ITEM CATEGORY AND DETAILS

Quotation number: SAP 147/2024/2025
Item Category: Goods
Item Description: Replacement of two calorifiers and do minor works
Quantity (if supplies): 04 units

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Complusory Briefing
Date: 11/02/2025
Time: 11:00
Venue: St apollinaris Hospital Lecture Hall

QUOTES CAN BE COLLECTED FROM: KZN Health website

QUOTES SHOULD BE DELIVERED TO: SECURITY TENDER BOX

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: KP Makhanya/MI Ntshangase

Email: N/A

Contact number: 039 833 9001

Finance Manager: MRS MB KHESWA

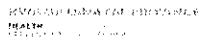
Finance Manager Signature



100

THE FOLLOWING PARTICULARS MUST BE FURNISHED
IF NOT KNOWN, MAY RESULT IN YOUR BID BEING DISQUALIFIED

[illegible]



DESCRIPTION: Replacement of two calorifiers 3300 litres and do minor work on 3 calorifiers as per attached specification

PREFERENCE POINTS WILL BE ALLOCATED ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOALS IN TERMS OF PPR 2022:	POINTS ALLOCATED
Promotion of Enterprises manufacturing in the Province of KwaZulu-Natal	20

[illegible]

YES / NO

YES / NO

YES / NO

NAME OF BIDDER: _____

[By signing this document, I hereby agree to all terms and conditions]

DATE: _____

BIDDER'S DISCLOSURE

1 PURPOSE OF THE FORM

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

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

2 BIDDER'S DECLARATION

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

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

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

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

2.2.1. If so, furnish particulars: _____

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

2.3.1. If so, furnish particulars: _____

3 DECLARATION

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF BIDDER

SIGNATURE

POSITION

DATE

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

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

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid/quotation documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

1 Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignee store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2 Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3 General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4 Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5 Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6 Patent rights

- 6.1. The supplier shall indemnify 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.

7 Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8 Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9 Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10 Delivery and documents

- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

11 Insurance

- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12 Transportation

- 12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13 Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14 Spare parts

- As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18 Contract amendments

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19 Assignment

- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20 Subcontracts

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21 Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22 Penalties**
- 22.1. Subject to GCC Clause 25, 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. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23 Termination for default**
- 23.1. 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:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. 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. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. 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.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24 Anti-dumping and countervailing duties and rights**
- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25 Force Majeure**
- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26 Termination for insolvency**
- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27 Settlement of Disputes**
- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.



- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28 Limitation of liability

- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29 Governing language

- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30 Applicable law

- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31 Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32 Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33 National Industrial Participation (NIP) Programme

- 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SPECIAL 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

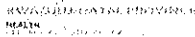
- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices 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.
- 4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfill 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.



- (i) The institution has determined that a compulsory site meeting will not take place.

(ii) **Date:** / / **Time:** : **Place:** .

Institution Stamp:	Institution Site Inspection / briefing session Official:
	Full Name: _____
	Signature: _____
	Date: _____

- 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.



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 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to invitations to tender:

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

1.2. The applicable preference point system for this tender is the 80/20 preference point system.

1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4. The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.5. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

DEFINITIONS

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

90/10

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

OR

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

90/10

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

OR

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Promotion of Enterprises manufacturing in the Province of KwaZulu-Natal	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm: _____

4.4. Company registration number: _____

4.5. TYPE OF COMPANY/ FIRM [tick applicable box]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

_____ SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	_____
DATE:	_____
ADDRESS:	_____



END-USER SPECIFICATION FORM

Quote Number: _____

Item Description: Replacement of two calorifiers

Department/Section: Maintenance

Purpose of Item: _____

1. Pre-qualification criteria if any:

1.1. Is the item required to have a regulatory body certification (e.g. SABS, SANS, SANAS, ISO, CIDB etc.)? Yes / No:
Regulatory Body / certification required if Yes: IME

1.2. Is a compulsory site inspection / briefing session required? Yes / No
if Yes, specify: Date 11/02/2025 Time 11:00 Place St. Agostin's Hospital Lecture Hall

1.3. Is local production and content part of the quote? Yes / No
if Yes, specify: _____

1.4. Provisions of section 4(1)(a) of the PPPFA Regulations, 2017 if applicable? Yes / No
if Yes, specify: _____

1.5. Liability Cover Insurance? Yes / No
if Yes, specify: _____

2. What is the specification of the required item?

List specifications to be advertised	Comment
1. <u>Replacement of two calorifiers 3300 litres</u>	
2.	
3.	
4.	
5.	

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

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

or

3.2. Specify that samples must be made available when requested in writing. Yes ☐ or No ☐

4. Penalties to be noted by the suppliers:

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

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

List evaluation criteria / special terms and conditions to be advertised (if applicable)		
1.	Pre-qualification criteria	Does the offer meet the pre-qualification criteria?
2.	Administrative	Does the offer comply to stipulated administrative requirements?
3.	Conformance:	Was the product made or service performed to specifications?
4.	Performance:	Will/does the product/service fulfil its performance obligation, in a manner that releases the supplier from all liabilities under the contract?
5.	Features:	What characteristics does the product or service have?
6.	Reliability:	How long can a product go between failures and the need for maintenance? (guarantee)
7.	Durability:	What is the useful life for the product? How will the product hold up under extended use?
8.	Serviceability:	How easy is it to repair, maintain or support the product or service? (customer support)
9.	Ability & Capacity	The ability and capacity of the vendor to execute the contract
10.	Preference points	Preferential Procurement System (80/20) if applicable

Name of End-user (in full)	<u>Mr. M. M. M. M. M.</u>	Name of SCM Rep (in full)	<u>Mr. N. N. N. N. N.</u>
Designation / Rank (in full)	<u>AIF</u>	Designation / Rank (in full)	<u>SCC</u>
Signature	<u>[Signature]</u>	Signature	<u>[Signature]</u>
Date	<u>05-02-2025</u>	Date	<u>05/02/2025</u>

[illegible]

SANITARY AND SEWAGE DISPOSAL

ॐ नमो भगवते वासुदेवाय

DATE: 11/11/2011 TIME: 11:24:10

www.pearsoned.com/au/education

- Public liability
- Tax clearance
- Letter of good standing
- UIF registration
- Task Specific risk assessment
- Valid Medical surveillance
- ID copies of employees and contact details
- PPE issue register

Mr. Bhengu

Safety Officer (St Apollinaris Hospital)



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

KWAZULU-NATAL
DEPARTMENT OF HEALTH
INFRASTRUCTURE DEVELOPMENT

03 FEB 2025

PRIVATE BAG X9051 DIRECTORATE:
INFRASTRUCTURE DEVELOPMENT

Physical Address: 35 Hyslop Road, Town Hill Office Park, Pietermaritzburg 3200
Physical Address: Private Bag x 9051, Pietermaritzburg, 3201
Tel: 033 940 2513 Fax: NA Email: mandla.mazibuko@kznhealth.gov.za
www.kznhealth.gov.za

REPORT

Date: 03 FEBRUARY 2025	File No.:
TO: MR K THABETHE ACTING DIRECTOR: PMB MANAGEMENT HUB - INFRASTRUCTURE DEVELOPMENT	FROM: MR. MM MAZIBUKO DEPUTY DIRECTOR: OPERATIONS PMB MANAGEMENT HUB - INFRASTRUCTURE DEVELOPMENT
SUBJECT: ST APOLLINARIS HOSPITAL MALFUNCTIONING WATER HEATING SYSTEM PLANTS ASSESSMENT REPORT	

1. PURPOSE

To communicate findings to the Office of Acting Director: PMB Management Hub - Infrastructure Development, for malfunctioning water heating system at St Apollinaris Hospital.

2. BACKGROUND

On the 24th of January 2025, St Apollinaris Hospital CEO sent an email to PMB HUB Director's Office requesting assistance on hot water plants as five out of six calorifiers were dysfunctional, which created a situation where some sections of the hospital were without hot water. The request emanated as the facility encountered maintenance issues due to not having a chief artisan and lacking expertise from the current existing maintenance staff. As a result, the institution requested assistance from PMB Management Hub as Harry Gwala District Office and other facilities within Harry Gwala District also lacked the knowhow.

Running hot water supply to a medical or surgical area, is the requirement in terms of supporting IPC compliance and curbing the risk of using containers with possible injuries during the need of hot water to the patients.

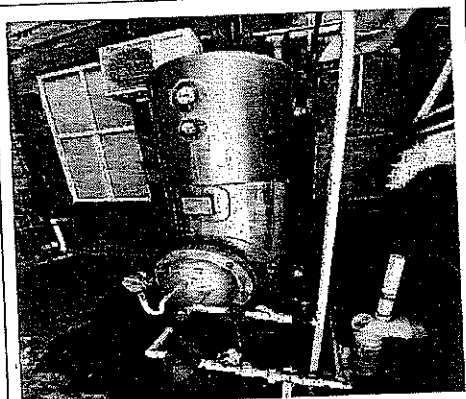
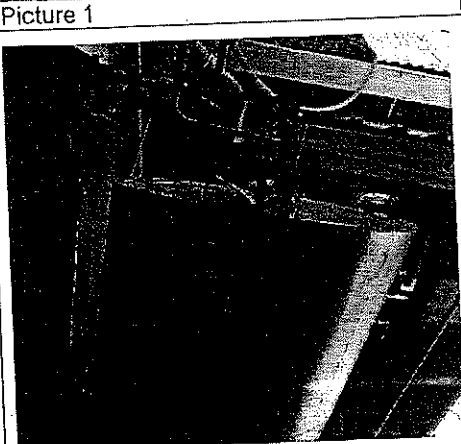
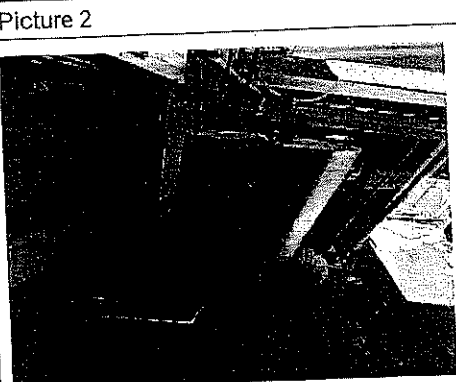
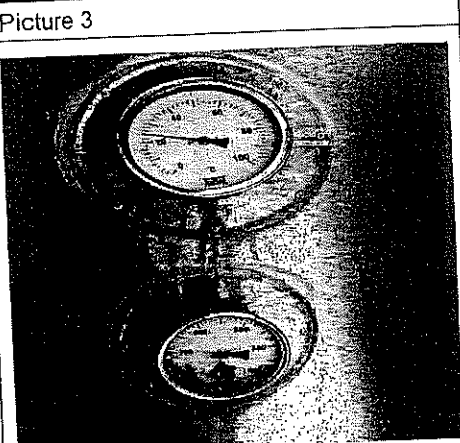
The PMB HUB Director's Office urgently seconded Mr L Madlala and Mr MM Mazibuko to conduct an assessment for possible repair or replacement. The assessment was conducted on 28 January 2025.

3. FINDINGS

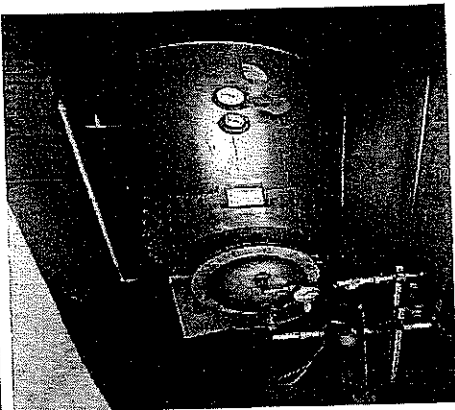
The hospital management indicated that their hot water plants had different challenges, but the major one was the leaking vessels, where leak repairs were attended several times but in vain as new leaks appeared again. The hospital management also indicated that they lack technical specification especially on servicing of the equipment, which may have had impact to the proper functioning of the equipment. The Management also mentioned that calorifiers had not been serviced during the 2023/24 financial year but had recently completed servicing in quarter four (4) of the 2024/25 financial year.

The facility has five water heating plants, each plant has one calorifier except the fifth plant that has two calorifiers. All five water heating plants were not in operation as the boiler plant was down due to different issues (Boiler 1 under repairs and Boiler 2 had a flame problem). The Assessment was conducted and pictures were taken as condition evidence.

3.1 WATER HEATING SYSTEM PLANT 1 (THEATRE & MATERNITY)

Site Evident Picture	Narrative
	<p>Picture 1 shows a cladded 3300L calorifier, which was manufactured in 2002</p> <p>The calorifier was heavily leaking. The leaks could not be identified due to the lagging and cladding. A recent service report dated 21 January 2025 states that the internal could become worse, thus the internal inspection was not carried out during the assessment.</p> <p>The calorifier also lacks a shelter, which could contribute to faster deterioration of the calorifier as it is exposed to all weather elements.</p>
	<p>Picture 2 Shows two highlighted issues narrated respectively below:</p> <p>Calorifier had no safety valve in place but had a ball valve instated, which is a safety hazard and violation of the Pressure Equipment Regulation (PER).</p> <p>A plugged hot water return line inlet which plays a huge role in the efficiency of the hot water reticulation system.</p>
	<p>Picture 3 indicates a second hot water supply line connected on the bottom of the calorifier. The water in this area where the line is connected will not be at the desired or set temperature. Additionally, this tank has a T piece connection on the main hot water outlet unsystematically casually running on the roof to supplement Ward (9 & 10) Plant.</p>
	<p>Picture 4 indicates a dial thermometer and pressure gauge. The thermometer appeared to be in working. The pressure gauge had a broken needle, thus no accurate pressure reading can be seen.</p>

3.2 WATER HEATING SYSTEM PLANT 2 (WARD 1, 2 & 7)



Picture 5

Picture 5 indicates 5000L calorifier inside the plant room, which supposed to supply Ward (1, 2 & 7). The after service report states that the unit had leaking steam bundle.

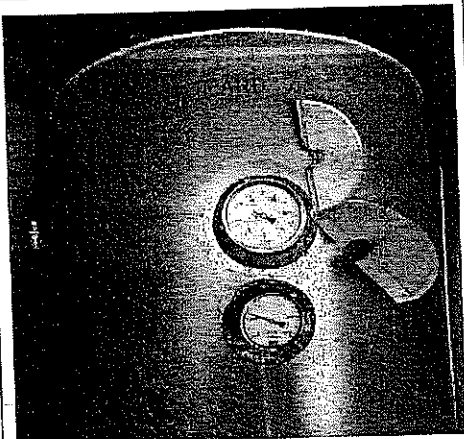
Calorifier has two hot water outlet (one on top and one at the bottom). The one at the bottom was directly opposite to the feed water pipe and improvised to supply hot water at required temperature.

The hot water return line has been cut and blanked off. The calorifier has no safety valve but has a shutoff valve instead.



Picture 6

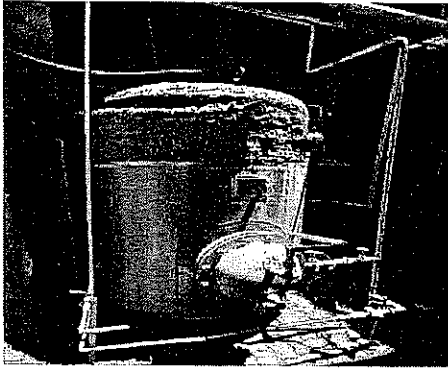
Picture 6 indicates the outlet of the makeshift hot water supply which is rusted but not leaking. According to the hospital maintenance staff, the calorifier had been repaired on the inside



Picture 7

Picture 7 indicates a working thermometer and pressure gauge. The readings assumed to be correct as there was no steam supply due to boiler plant was down.

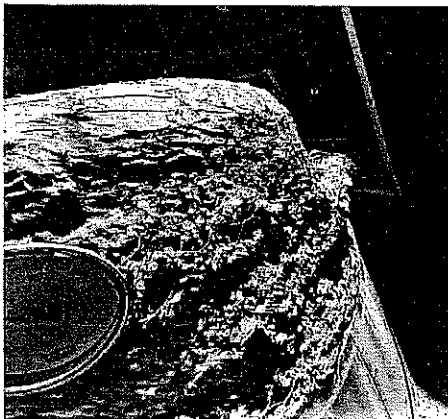
3.3 WATER HEATING SYSTEM PLANT 3 (WARD 9, 10 & MALE MEDICAL)



Picture 8

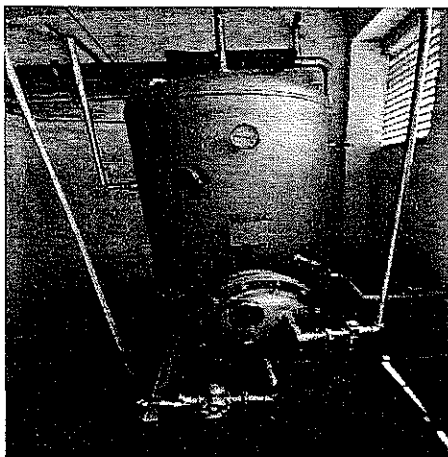
Picture 8 & 9 indicates 7800L calorifier badly with attempted steel epoxy/putty repairs to prevent leaks. The excessive wear on the calorifier could be attributed to a lack of a shelter to protect it from weather elements.

The calorifier is no longer connected to any water line and ward 9&10 are now supplied from plant 1 calorifier.



Picture 9

3.4 WATER HEATING SYSTEM PLANT 4 (LAUNDRY & KITCHEN)



Picture 10

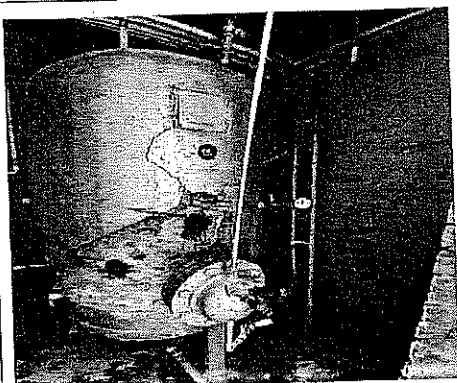
Picture 10 indicates a calorifier in good working condition with water lines correctly connected (feed water, return water and hot water supply) but safety valve was in the wrong position. The after service report states that the steam tube bundle was leaking and needs to be replaced.

3.5 WATER HEATING SYSTEM PLANT 4 (NURSES RESIDENCE)



Picture 11

Picture 11 shows two calorifiers that supply hot water at staff residence. Calorifier 1 was connected to the setup but Calorifier 2 was disconnected from the setup.



Picture 12

Picture 12 indicates Calorifier 2 with removed cladding and lagging exposing hidden corrosion. The vessel was badly corroded, trying to repair it will not be cost effective. The after service reports states the vessel is heavily scaled and failed pressure tests.

3.6 FINDINGS SUMMARY

Table 1: Findings summary

Plant	Findings	Recommendation
No. 1 (Theatre & Maternity)	Calorifier is heavily leaking and lacks a safety valve. There is also no return line and this reduces the plants efficiency. The tank also has a T-piece connection to supply Ward 9 & 10.	Replace the 3300L calorifier (like for like) including all ancillaries. The return line must also be connected correctly for better efficiency. The T piece connection supplying ward 9 & 10 must be removed and blanked off.
No. 2 (Ward 1, 2 & 7)	The steam tube bundle has a hole and thus making the heat transfer inefficient. The tank has a supply line connected at the bottom of the tank. There is also no safety valve installed on the vessel.	Replace the steam tube bundle and install a suitable safety valve. The ball valve of the hot water line connected at the bottom of the tank needs to be closed to increase the plants efficiency.
No. 3 (Ward 9, 10 & Male Medical)	The tank is corroded with signs of poor repairs. The tank is also exposed to weather elements which exacerbates the corrosion. This plant is also fed by plant No.2.	Replace the 7800L calorifier tank with a 3300L calorifier including all ancillaries. The hot water supply from Plant no.2 must also be disconnected.
No. 4 (Kitchen and Laundry)	This plant is in good working condition but the safety valve is connected in the wrong position. The steam bundle is damaged and reduces the plants efficiency.	Replace the existing tube bundle and install a hot water circulation pump.
No. 5 (Nurses home)	The plant has two calorifiers. One calorifier (No.2) is corroded and has no water or steam connections. The other calorifier (No.1) is connected properly and shows no sign of malfunction	Calorifier No.2 must be replaced as soon as possible in the next financial year 2025/26. The replacement tank must also be connected to the existing pipe work.

4. LESSON LEARNT

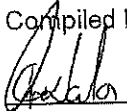
- a) Poor response to attending faulty equipment.
- b) Servicing of equipment not done as per interval requirements.
- c) Lack understanding functionality logic of water heating plant

5. RECOMMENDATION

Base on the above mentioned findings, it is recommended that:


- a) PMB HUB to assist with the required scope of work by 04 February 2025, for all water heating plants.
- b) Once the hospital receives the scope of work, the hospital must develop a NSI and invite quotations using available 2024/ 2025 allocated budget under Category C. See table 1 for recommendations.
- c) Mr. L Madlala or Mr. MM Mazibuko should attend quotation site briefing meeting and provide support to the hospital once the site has been handed over to the contractor.

Compiled by,


L. Madlala

03/02/2025
Date

Reviewed by,


M. Mazibuko

3/2/2025
Date

ST APOLLINARIS HOSPITAL: HOT WATER CALORIFIERS

TECHNICAL SPECIFICATION

1 TECHNICAL SPECIFICATION

1.1 COMPLIANCE WITH REGULATIONS AND STANDARD SPECIFICATIONS

These works are to be carried out in accordance with the KwaZulu-Natal Province Standard Specification for Refrigeration Services reference M-RCFM Issue 1: 1998 and the KZN Standard specification for Air-conditioning and ventilation Services 127 pages

The operation, construction, material and components of the equipment, as specified, shall comply with the latest requirements of:

The Occupational Health and Safety Act (Act 85, 1993) as amended

The control panel, associated components and wiring shall be installed in compliance with the Department of Public Works and Land Affairs Standard Specification for the Electrical equipment and Installation for Mechanical Services Issue VIII September 1984.

SANS 0142: Code of Practice for Wiring of Premises

SANS 60947-1: 2005/IEC 60947-1: 2004 to SANS 60947-8: 2004/IEC 60947-8: 2004: Low voltage switch gear and control gear.

An Electrical Certificate of Compliance, in accordance with the OHS Act as amended, will be required for all Electrical Works.

The Machinery and Occupational Safety Act - Act 6/1983

The Municipal By-laws and any special requirements of the Supply Authorities of the area or district concerned.

Local Fire Regulations.

All building works shall be in accordance with the Standard Preambles to All Trades.

The contractor should fully familiarise himself with these documents prior to quoting.

2. PARTICULAR SPECIFICATION

2.1. TECHNICAL SPECIFICATION

2.1.1 GENERAL

This Technical Specification shall be read in conjunction with all other sections of the Specification and cognisance shall be taken of the clauses relevant to this particular installation, whether any specific clauses are referred to or not.

2.1.2 GENERAL REQUIREMENTS

Tenderers are to make special note of the following:

This particular specification must be read with, and shall form part of, Part 4 of this document (Technical Specification).

In so far as the conditions contained herein are at variance with any obtained in the Technical Specifications, the contract shall be interpreted in terms of this Part 5 (Particular Specification).

The whole installation shall be in accordance with the Occupational Health and Safety Act 85/1993 and all regulations framed therein shall be carried out to the satisfaction of the Department of Health.

Competent workmen skilled in their trade shall carry out all work. Quality shall be of the best standard practice and all workmanship will be subject to the approval of the Department of Health.

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 workmen shall be employed at all times to ensure satisfactory progress of the work.

All apparatus, component parts, fittings and materials employed in the execution of the Contract shall be new and unused and shall be the latest type or pattern of the particular manufacture employed. S.A.B.S. mark bearing items shall be used wherever possible.

The complete installation shall be maintained for a period of twelve months after acceptance in writing by the Department of Health and shall allow for routine inspections not less frequently than two times a year.

The complete installation must be guaranteed against defective parts and workmanship for a period of twelve months after the date of issue of the Completion Certificate. This period shall run concurrently with the maintenance period.

Rates are to include for commissioning and testing of the complete installation and handing over in working order ready for use.

Tenderers are advised to visit the site and acquaint themselves fully with the site conditions and nature and full extent of work involved prior to submitting their tender. Claims on the grounds of insufficient information in such respects or otherwise will not be entertained by the Administration.

The Department of Health reserves the right to make emergency repairs to keep the equipment in operation without voiding the Contractor's Guarantee, nor relieving the Contractor of his responsibility during the guarantee period when, after proper notice, the Contractor fails to attend to such emergency repairs. All costs incurred by the Administration under these circumstances will be for the account of the Contractor.

2.2 SCOPE OF CONTRACT

- 2.2.1 Decommission and Removal of 1 x 3300L & 1 x 7800L existing calorifier tanks from site.
- 2.2.2 Supply, install and commission 2 x 3300L calorifier tank complete with fittings, manhole, safety valve, pipe work, pressure gauge, temperature gauge, auxiliaries. Installation must be in the existing Plant Room/Area.
- 2.2.3 Supply, install new steam tube bundle for 5000L and Kitchen & Laundry calorifier
- 2.2.4 Supply and erect 3.2m x 2.8m shelter with powder coated light steel pillars and IBR roof sheet

2.2.5 THE SITE

The site is at ST APOLLINARIS HOSPITAL, HARRY GWALA DISTRICT, KWAZULU-NATAL
Tenderers are encouraged to visit the site to ensure successful installation of the work required. Arrangements in this regard can be made **Chief Artisan / Systems Manager**.

2.4 PROGRAM OF WORKS

It is imperative that the installation be achieved with minimum interruption to the existing facility.

The contractor shall notify the institution seven (7) days prior to carrying out any site work. As the Facility is to remain in full operation for the duration of the works, **the works are to be planned and executed so as to cause minimum inconvenience to staff and visitors.**

Working program shall be submitted to Chief Artisan / Systems Manager, prior commencing of any work.

2.5 INSTALLATION DETAILS.

2.5.1 2 x NEW 3300 LITRES HOT WATER STORAGE TANK

Hot water storage tank shall be of the vertical type (based on available area). The tank shall be 8mm mild steel after forming, and the dish ends must be 8mm mild steel after forming.

The vessel shall be internally treated with at least three coats of epoxy.
Externally painted with primer two coats paint and heat resistance.

The working pressure shall be 400 kPa, maximum of 600kPa. The vessel shall be **Hydraulic Pressure** tested to a pressure not exceeding 600kPa for a minimum of 1 hour and issue a test certificate.

The vessel must be mounted on the plinth.

The vessel must be fitted with a man hole (inspection hole) held down by bolts and nuts.
When the vessel is pressurised (max pressure), no water must leak from the man hole.
The vessels must be fitted with a safety valve on top, which will blow off at pressure above 600kPa,

Fit temperature gauge (0 – 100°C), pressure gauge (0 – 1000kPa) and a
Fit drain copper pipe with a valve, to the drain.

Pop rivet the name plate on the vessel, showing the following details:

*Tank capacity in m³,
Working Pressure in kPa,
Maximum Pressure in kPa,
Test Pressure in kPa,
Installation date,
Hydraulic Pressure Testing date,
Manufactures Details,
Date of manufacture,
Maximum Allowable temperature in °C,
Vessel wall thickness in mm,*

ST APOLLINARIS HOSPITAL: HOT WATER CALORIFIERS

Hot Water Piping

Connect piping shall be copper to SANS 460 Class 2 with capillary soldered fittings.

All piping shall be colour coded to SANS 1091

The piping shall be arranged that normal servicing of the equipment is not obstructed.

Water strainers shall be of the angle type with bronze or stainless steel screens. Perforation size shall not be larger than 0.8mm.

Isolating valves shall comply with SANS 664 and SANS 776.

All hot water piping shall be hydraulically tested to a pressure equal to 3 times the working pressures but not less than 1000kPa held for 60 minutes or as long as it takes to inspect every joint in the section being tested, whichever is the greater.

Valves, gauges, name plate and controls are not to be insulated.

2.5.2 ELECTRICAL

Satisfactory Installation:

- i) The Code of Practice for the Wiring of Premises as issued by the South African Bureau of standards (SANS 10142-1).
- ii) The KwaZulu - Natal Department of Health General Electrical Specification.
- iii) The Machinery and Occupational Safety Act - Act 6/1983.
- iv) The Municipal By-laws and any special requirements of the Supply Authorities of the area or district concerned.
- v) Local Fire Regulations.

NOTE: All electrical equipment shall comply with NER Regulation of voltage.

Certificate of Compliance

The contractor shall submit the mandatory Certificate of Compliance. First delivery of this contract will not be taken until such time as this certificate is submitted to the Facility.

All necessary electrical power wiring and tubing between the distribution board and chiller and pumps shall be the responsibility of the Contractor.

2.6 TESTING AND COMMISSIONING

All new equipment shall be tested over 24 hours, commissioned, ready for use and be guaranteed for a period of twelve (12) months.

ST APOLLINARIS HOSPITAL: HOT WATER CALORIFIERS

2.7. SCHEDULE OF RATES:BOQ

Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		Total
				R	C	
1. INSTALLATION OF NEW CALORIFIER TANKS						
1.1	Supply, deliver and install all material and spares required for this particular work, material and must SABS approved.	Item	1			
1.2	Service provider must have all tools that will be required for this particular work.	Item	1			
1.3	Isolate Inlet and outlet valve. Disconnect the hot water tanks from cold water line and hot water line	Item	1			
1.4	Strip down rusted old calorifier and remove scrap metal or any rubble from site.	No.	2			
1.5	Mount 3300 litres Hot Water Tank, 8mm thick mild steel after forming, maximum work pressure 5 Bar, Test Pressure 10 Bar	No.	2			
1.6	Barrel / Tank leg mild steel 75 x 75mm angle iron, 1000mm long, 150mm below dish end.	Item	1			
1.7	Barrel manhole 8mm mild steel after forming, 200mm long of 400mm diameter with 10mm thick 8 holes (16mm) flange (ID 400mm and PCD 450mm).	Item	1			
1.8	8mm mild steel dish ends after forming. Semi-Ellipsoidal Dished ends 25% of ID	Item	1			
1.9	Fit 2" safety valves and set to blow at 600kPa	Item	1			
1.10	Cut holes on the tanks to the sizes of inlets outlets and Safety valves	Item	1			
1.11	Connect 2" class 2 copper drain pipe to the nearest drain with Drain Ball valve	Item	1			
1.12	Coat three Internal corrosion protection Glass flake epoxy lining.	Item	1			
1.13	External apply two coats of Red oxide anti-corrosion primer and heat resistance paint	Item	1			
1.14	Affix 10mm mild steel 18 hole (16mm) flanges PCD 450mm on the Manholes	Item	1			
1.15	Tighten M16 x 40mm Bolts, 16mm nuts 16mm spring washer and flat washers stainless steel	Item	1			

ST APOLLINARIS HOSPITAL: HOT WATER CALORIFIERS

1.16	Put 3mm steam gasket (ID 400mm and OD 500mm) with 18 holes of 16mm diameter.	Item	1			
1.17	Affix dial temperature gauges (0-100°C), mark red maximum temperature (40/60°C)	Item	1			
1.18	Affix dial pressure gauges (0-1000kPa), mark RED maximum pressure	Item	1			
1.19	Hydraulic Pressure test the vessels	Item	1			
1.20	Connect New Class 2 Copper Pipes	Item	1			
1.21	Connect tanks back on line	Item	1			
1.22	Commission the vessel after passed the test and provide certificates and manual	Item	1			
Carried To Collection Summary PS 1					R	
2. INSTALLATION OF NEW SHELTER FOR NEW 3300L WARD 9&10 CALORIFIER						
2.1	Remove paving where shelter pillars will be mounted	Item	1			
2.2	Excavate 200mm x 200mm x 200mm for each pillar.	Item	1			
2.3	<u>Supply and Erect a 3.2m x 2.8m shelter with:</u> 75x75x2mm white powder coated square tube pillars fixed 200mm below ground with concrete	m	18			
2.4	Fill excavation with 25MPa/19mm stone concrete	m ³	0.04			
2.5	75x50x20x2mm powder coated Lipped channel fixed onto pillars using galvanised bolts	m	6			
2.6	100x50x20x2mm powder coated Lipped channel fixed onto pillars using galvanised bolts	m	6			
2.7	Fix IBR roof sheeting onto 100x50x20x2mm lip channel using self-tapping screws	m ²	9			
2.8	Reinstate paving around pillars	Item	1			
Carried To Collection Summary PS 2					R	

ST APOLLINARIS HOSPITAL: HOT WATER CALORIFIERS

3. MINOR REPAIRS AND ADDITIONS TO EXISTING CALORIFIERS						
3.1	Isolate Inlet and outlet valve. Disconnect the hot water tank from cold water line and hot water line	Item	1			
3.2	Remove manhole flange and steam tube bundle for two tanks (kitchen & laundry tank and Ward 1, 2 & 7 tank)	Item	1			
3.3	Replace all tubes as per existing two tanks (kitchen & laundry tank and Ward 1, 2 & 7 tank)	Item	1			
3.4	Reinstall steam tube bundle and new flange gasket	Item	1			
3.5	Fit 2" safety valve and set to blow at 600kPa for two tanks (kitchen & laundry tank and Ward 1, 2 & 7 tank)	No	2			
3.6	Hot water circulation pump for kitchen and laundry calorifier	Item	1			
3.7	Connect tanks back on line	Item	1			
Carried To Collection Summary PS 3					R	
4. Labour, Travelling and Accommodation						
4.1	Labour	Hours	QTY			
4.1.1	Skilled					
4.1.2	Semi-Skilled					
4.1.3	Un-Skilled					
4.2	Travelling	km				
4.3	Accommodation	days				
Carried To Collection Summary PS 4					R	
COLLECTION SUMMARY						
INSTITUTION: ST APOLLINARIS HOSPITAL						
SCOPE OF WORK FOR THE INSTALLATION OF 2 x 3300 LITRES HOT WATER STRAGE TANK, IBR SHELTER AND MINOR REPAIRS						
NOTE:						
THIS COLLECTION SUMMARY MUST BE COMPLETED IN FULL BY THE CONTRACTOR AND RETURNED TOGETHER WITH THE TENDER/QUOTATION FORM.						

SUMMARY COLLECTION	R	C
Collection Summary PS 1		
Collection Summary PS 2		
Collection Summary PS 3		
Collection Summary PS 4		
SUB-TOTAL		
ADD Provision for Value Added Tax(15%) of SUB-TOTAL		
TOTAL: CARRIED TO TENDER FORM		