



Quotation Advert

Opening Date: 2019-11-13

Closing Date: 2019-11-26

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Harry Gwala district office

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: Kokstad Forensic Mortuary

Date Submitted: 2019-11-13

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: 1173/19/20-H

Item Category: Services

Item Description: Major service of the refrigeration system and splits units
3 Cold rooms units & 2 freezer room & 4 split units at kokstad
3 Cold rooms units & 4 splits units air conditioners at UMzimkhulu
3 Cold rooms cabinets & 1 freezer room cabinets at Ixopo MLM
4 Cold room cabinets at Bulwer MLM

Quantity (if supplies):

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: www.kznhealth.gov.za

QUOTES SHOULD BE DELIVERED TO: quotation.scmho@kznhealth.gov.za

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Londiwe Makhathini

Email: londiwe.makhathini@kznhealth.gov.za

Contact Number:

Contact Number:

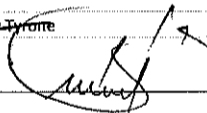
033 815 8407

Finance Manager Name:

Mr Ashby Tyrone

R Sibiyi

Finance Manager Signature:



No late quotes will be considered

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? **[IF YES ENCLOSE PROOF]**

OFFICIAL PRICE PAGE FOR QUOTATIONS

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

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

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
1		Major Servicing of the Refrigeration system and split units				
	9	3 Cold rooms units & 2 freezer room & 4 split units at kokstad				
	7	3 Cold rooms units & 4 splits unit airconditioners at Umzimkhulu MLM				
	4	3 Cold room cabinets and 1 Freezer room cabinet at Ixopo MLM				
	4	4 Cold room cabinets at Bulwer MLM				
		NB: Specification Attached				
		Original documents required in a sealed envelope with current CSD summary report reflecting banking details, certified copy of B-BBEE certificate by verified agency and accredited by SANAS, Tax Clearance certificate or SARS pin				
		Responses to be delivered: 310 Jabu Ndlovu street, old boys Model, Quotation tender box OR email to Melanie.Grewe@kznhealth.gov.za or quotations.scmho@kznhealth.gov.za				
VALUE ADDED TAX (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

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

Enquiries regarding the <u>quote</u> may be directed to: Contact Person: Londiwe Makhathini Tel: 033-8158407	Enquiries regarding <u>technical information</u> may be directed to: Contact Person: Mxolisi Myeza Tel: 033 940 2518
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DECLARATION OF INTEREST

- 1. Any legal person, including persons employed by the state...
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

- 2.1. Full Name of bidder/representative...
2.2. Identity Number:
2.3. Position occupied in the Company (director, trustee, shareholder)
2.4. Company Registration Number:
2.5. Tax Reference Number:
2.6. VAT Registration Number:

- 2.7. The names of all directors / trustees / shareholders / members...
2.8. Are you or any person connected with the bidder presently employed by the state?
2.8.1. If so, furnish the following particulars:
2.8.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

- 2.8.2.1. If yes, did you attach proof of such authority to the quote document?
2.8.2.2. If no, furnish reasons for non-submission of such proof:
2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?
2.9.1. If so, furnish particulars:
2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quote?
2.10.1. If so, furnish particulars:
2.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this quote?
2.11.1. If so, furnish particulars:
2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?
2.12.1. If so, furnish particulars:

3. Full details of directors / trustees / members / shareholders.

NB: The Department Of Health will validate details of directors / trustees / members / shareholders on CSD. It is the suppliers' responsibility to ensure that their details are up-to-date and verified on CSD. If the Department cannot validate the information on CSD, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

4 DECLARATION

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.

I ACCEPT THAT THE STATE MAY REJECT THE QUOTE OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name of bidder Signature Position Date

- "State" means -
a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
b) any municipality or municipal entity;
c) provincial legislature;
d) national Assembly or the national Council of provinces; or
e) Parliament.

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

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 institution is under no obligation to accept the lowest or any quote.
- 3.2. The price quoted must include VAT (if VAT vendor). However, it must be noted that the department reserves the right to evaluate all quotations excluding VAT as some bidders may not be VAT vendors.
- 3.3. The bidder must ensure the correctness & validity of quote:
 - (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*
- 3.4. 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.
- 3.5. This quotation will be evaluated based on the 80/20 points system, specification & correctness of information. All required documentation must be completed in full and submitted.
- 3.6. Offers must comply strictly with the specification.
- 3.7. Only offers that meet or are greater than the specification will be considered.
- 3.8. Late quotes will not be considered.
- 3.9. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.10. A bidder not registered on the Central Suppliers Database or verification has failed will not be considered.
- 3.11. All delivery costs must be included in the quote price, for delivery at the prescribed destination.
- 3.12. 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.
- 3.13. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.14. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered. Furthermore a verification will be done to identify if bidders have multiple companies and are quoting (cover-quoting) for this bid. In such instances only the cheapest bid according to specification will be considered.

4. SAMPLES

- 4.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
 - (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
 - (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 4.2. **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.

5. COMPULSORY SITE INSPECTION / BRIEFING SESSION

5.1. 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 will not take place
- (ii) Date ____/____/____ Time ____:____ Place _____

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

- 6.1. 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.

7. SUBMISSION AND COMPLETION OF SBD 6.1

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

8. TAX COMPLIANCE REQUIREMENTS

- 8.1. 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.*
- 8.2. 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.*

9. TAX INVOICE

- 9.1. 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;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice is issued;
- (iv) a description and quantity or volume of the goods or services supplied;
- (v) the official department order number issued to the supplier;
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words tax invoice in a prominent place.

10. PATENT RIGHTS

- 10.1. 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.

11. PENALTIES

- 11.1. 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. The purchaser may also consider termination of the contract.

12. TERMINATION FOR DEFAULT

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.

FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all quotes:

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

1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this quote shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this quote is allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

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

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

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

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

5. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

(Tick applicable box)

7.1 Will any portion of the contract be sub-contracted?

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

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]**

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

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....
.....

9.6 **COMPANY CLASSIFICATION [TICK APPLICABLE BOX]**

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

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
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<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>

DEPARTMENT OF HEALTH

PROVINCE OF KWAZULU-NATAL

**MAJOR SERVICE OF THE REFRIGERATION SYSTEM AT KOKSTAD, IXOPO, UMZIMKHULU
AND BULWER MLM
QUOTATION NUMBER:**

Project Leader: Mxolisi Myeza
Telephone No: 033 846 2518/083 408 4933
Email: Mxolisi.myeza@kznhealth.gov.za

Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		Total
				R	c	
	<p>NOTE:</p> <ol style="list-style-type: none"> All rates for items contained in this Schedule of Rates must have company stamped The Department of Health reserves the right to Negotiate rates in the Bill of Quantities. Remove rubble from site and disposed of accordingly. 					
	<p>INSTITUTIONS: HARRY GWALA DISTRICT MEDICO LEGAL MORTUARIES</p> <ol style="list-style-type: none"> All rates quoted shall be inclusive of transport, labour and profit. All relevant mark-ups for specialist shall be included. The Bidder is advised that the facilities are fully functional and occupied and disruptions to services are to be kept to the bare minimum. Each of the cold-room units/cabinets and freezer units/cabinets must have its own report. No work can commence without prior authorisation by the Facility manager 					
1	Isolate the plant before and ensure its safe before commencing with service and Service.	Job	1			
2	Inspection and calibrate all sensors, transmitters and controllers. This includes all Chiller Instrumentation and Control Devices: Capacity, Oil Pressure, Oil Level, Refrigerant High & Low Pressure, Freeze Protection	Job	1			
3	Note down compressor amperages before and after service	Job	1			
3	Eliminate any undue noise or vibration for each system. Check the entire system for loose components and tighten accordingly.	Job	1			
4	Test and note down oil leaks or refrigerant leaks for each systems. Repair all found leaks.	Job	1			
	Get the refrigerant level right by refilling if level has dropped for each system. Ensure that the refrigerant is dry	Job	1			
6	Bring HP up and ensure that HP cut-out trips at correct pressure, Note down the settings.	Job	1			
7	Bring LP down and ensure that LP cut-out at correct pressure, Note down the setting	Job	1			
8	Check and calibrate all transmitters, sensors and controllers	Job	1			
9	Note down compressor amperages before and after service	Job	1			
10	Eliminate any undue noise or vibration for each system. Check the entire system for loose components and tighten accordingly.	Job	1			
11	Clean out the panel (blow dry and wipe) and test operation of all power isolator, circuit breakers and contactors. Ensure that all electrical terminals are tightened.	Job	1			
12	Ensure that all protections are operational.	Job	1			
13	Correctly set the defrost intervals for the system.	Job	1			
14	Set defrost elements, door and drain heaters timers to correct	Job	1			

	operational (Freezer rooms only). Also check element amperage and resistance.					
15	During normal cold room and freezer operation, check the electrical panel of hot spots (by performing thermography)	Job	1			
16	Clean out the panel (blow dry and wipe) and test operation of all power isolator, circuit breakers and contactors. Ensure that all electrical terminals are tightened.	Job	1			
17	Ensure that all protections are operational.	Job	1			
18	Set TX valve for correct operation and superheat setting. Re set if necessary	Job	1			
19	Adjust all system temperatures to correct operational range.	Job	1			
20	Clean condenser and evaporator coil with proprietary coil cleaner	Job	1			
21	Scrape, treat and paint rust on the evaporator and condenser	Job	1			
22	Calibrate dial thermometers.	Job	1			
23	Test (vibration analysis and temperature) bearings for condenser fan and evaporator fans for each system.	Job	1			
24	Leak test on both lines (suction and discharge) for the whole system and repair any leak	Job	1			
	Clean evaporator drainage system.	Job	1			
26	Check drainage system on the condenser.	Job	1			
27	Check the solenoid valve operation on defrost and ensure correct functionality.	Job	1			
28	Check and calibrate all transmitters, gauges, sensors and controllers	Job	1			
29	Set TX valve for correct operation and superheat setting. Re set if necessary	Job	1			
30	Adjust all system temperatures to correct operational range.	Job	1			
31	Clean condenser and evaporator coil with proprietary coil cleaner	Job	1			
32	Scrape, treat and paint rust on the evaporator and condenser	Job	1			
33	Calibrate dial thermometers.	Job	1			
34	Test (vibration analysis and temperature) bearings for condenser fan and evaporator fans for each system.	Job	1			
35	Leak test on both lines (suction and discharge) for the whole system and repair any leak	Job	1			
	Clean evaporator drainage system.	Job	1			
37	Check drainage system on the condenser.	Job	1			
38	Check the solenoid valve operation on defrost and ensure correct functionality.	Job	1			
39	Check and calibrate all transmitters, gauges, sensors and controllers	Job	1			
40	Ensure that cold and freezer room walls, floors, ceiling for deterioration all clear from ice build up	Job	1			
41	Clean and remove loose paint and scale and repaint as required.	Job	1			
42	Clean plant room area	Job	1			
43	Ensure that cold and freezer room walls, floors, ceiling are all clear from ice build-up.	Job	1			
44	Detect leaks and regas.	Job	1			
45	Replace 24 body cabinets hinges (6 Umzi, 12 Ixopo, 6 Bul)	Item	6			
47	Install 20 light bulbs in the cold rooms and autopsy areas	Job	1			

48	Replace door insulation (Bulwer MLM)	Job	1			
49	Reinstall 24 door seals (9 Umzi, 12 Ixopo, 3 Bulw)	Item	24			
50	Replace 12 door handles complete with their latching (Ixopo)	Item	12			
51	Kokstad – replace evaporator fan motor (coil 1) coldroom	Item	1			
52	Kokstad – replace evaporator fan motor (coil 3) coldroom	Item	2			
53	Kokstad – replace defrost heaters (coil 1) freezer room	Item	1			
54	Kokstad – replace evaporator fan motor (coil 1) freezer room	Item	2			
55	Replace door locking mechanism with new mechanism and paint door. (See annexure A)					
56	Replace window pane. (See annexure A)					
Carried To Collection Summary		PS1		R		

Item	DESCRIPTION	UNIT	QTY	RATE/ UNIT		Total
2.	Labour, Travelling and Accommodation			R	c	
2.1	Labour	hours				
2.2	Travelling	km				
Carried To Collection Summary		PS2		R		

COLLECTION SUMMARY

Preventative Maintenance: COLDROOM UNITS AND FREEZER ROOM UNITS

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

Collection Summary PS 1	R		
Collection Summary PS 2	R		
SUB-TOTAL	R		
ADD Provision for Value Added Tax of SUB-TOTAL	R		
<u>TOTAL: CARRIED TO TENDER FORM</u>	R		

**PROVINCE OF KWAZULU-NATAL
DEPARTMENT OF HEALTH
PREVENTIVE MAINTENANCE SCHEDULE**

TYPE OF SERVICE : REFRIGERATION MAINTENANCE **REF** : ACA
SCHEDULE FOR : REFRIGERATION SYSTEM **CODE** : AHUCW
SCHEDULE FREQUENCY : MAJOR - 12 month

FACILITY NAME : HARRY HWALA DISTRICT MORTUARIES **REF** :

SERVICE PROVIDER : **ORDER No.** :

Preventative Maintenance Service		Defects Noted for Further or Urgent Attention:		QTY REQ
ITEM	INSTRUCTION LIST: SERVICE, ADJUST, CLEAN AS REQUIRED <u>IF SERVICE WILL BE INTERRUPTED PLEASE OBTAIN PERMISSION BEFORE PROCEEDING</u>	CONDITION (good, bad, to be replaced) BEFORE SERVICE	NATURE OF WORK AFTER SERVICE	
1.	Note down coldroom or freezer room temperatures before the service. Also remember to note down temperatures after the service			
2.	Check unit is running			
3.	Check for undue noise and vibration			
4.	Check cabinet temperature			
5.	Check door seals, door catches			
6.	Clean plant and plant area			
7.	Check oil level			
8.	Check condensate drain is clear			
9.	Check tray rollers and tracks			
10.	Check and clean condenser coil and fins			
11.	Check and clean evaporator coil and fins			

12.	Test for refrigerant leaks			
13.	Check refrigerant level			
14.	Check pressure switch settings			
15.	Check and log all pressure and amperage readings			
16.	Check overload settings on starter contactors & circuit breakers			
17.	Check evaporator fans			
18.	Check temperature settings			
19.	Check cabinet walls and insulation for damage			
20.	Clean and remove loose paint, rust, scale & paint as required			
36	Ensure the whole system is operating within its design operating parameters and as per the design operation philosophy.			
37	Ensure that the access doors open and close easily			
	Ensure that there are no leaks and system regassed.			

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):

NAME OF RESPONSIBLE OFFICIAL ON SITE:

TIME IN:	TIME OUT:	TIME ON SITE:	DATE:		
FROM:	TO:	KM:	TO:	KM:	TOTAL KM:

SIGNATURE:

PART 4
SPECIAL TERMS AND CONDITIONS

INTRODUCTION

- (a) Bidder/s must ensure that they are fully aware of the Conditions contained in this bid document as they shall become the Conditions of Contract once the bid is awarded.
- (b) Only bidders that fully meet the specifications shall be accepted.

1. AMENDMENT OF CONTRACT

Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to Bid Adjudication Commit approval.

2. CHANGE OF ADDRESS

Bidders must advise Supply Chain Management should their address details change from the time of bidding to the expiry of the contract.

3. CIDB RATING REQUIRED

The CIDB Rating 1ME or above.

4. COMPLIANCE WITH SPECIFICATION REGULATIONS AND STANDARD REGULATIONS (INCLUDING SABS SPECIFICATIONS)

4.1 Offers must comply strictly with the specification. Offers exceeding specification requirements are deemed to comply with the specification. The quality of products must not be less than what is specified.

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

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

The contractor should fully familiarize himself with this document and the site prior to quoting.

5. EQUAL BIDS

In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

6. EXECUTION PLAN

The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully.

7. EXECUTION PERIOD

The work shall be completed within two (2) weeks from the date of the official order/letter of acceptance, failure to meet the time frame the MORTUARY reserve a right to cancel the order.

8. EXTENSION OF CONTRACT

An extension of contract may only be considered if the Department alters a scope of the original contract.

9. FIRM PRICES

This bid requires that all prices offered are firm. If a non-firm price is offered then the bidder may be disqualified for not complying with the Conditions of the Bid.

10. GENERAL REQUIREMENTS

Bidders are to make special note of the following:

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 3 (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.

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 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.

Allow for any anti-vibration equipment required to ensure that the installation is completely acceptable to.

The complete installation shall be maintained for a period of twelve months after acceptance in writing by 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 month 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.

Bidders 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 MORTUARY.

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

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11. GUARANTEE

All equipment, material, mechanical work and workmanship provided under the Contract must be guaranteed for a minimum period of twelve (12) months from the date of handing over. The Successful bidder must arrange with the both before installing and commissioning the equipment. The bidder to note that the Guarantee period must only take effect upon successful handing over and successful test and acceptance by the Department of Health.

12. INJURIES TO STAFF

If equipment or any other object within the SERVICING causes injury to staff, the contractor will, under the supervision of the MORTUARY, execute the required safety plan performance. The contractor will subsequently be required to draft a detailed report incorporating inter alia, reasons for such injury/injuries.

13. LATE BIDS

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

14. NOTES TO BIDDERS

14.1 Contractors are urged to ensure that safety measures as per the Occupational Health and Safety (OHS) Act are in place before any work is undertaken.

14.2 All dimensions and sizes shall be checked and confirmed before any work is undertaken or materials ordered.

14.3 All work is to be carried out as per the specification issued with this document, no alterations will be allowed unless the project leader grants prior authority during the site meeting.

14.4 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 or access to

the institution will be entertained later.

14.5 Contractors are informed that living on the institutions premises during the contract is not allowed and arrangements or accommodation will have to be made.

14.6 All rates quoted shall be inclusive of transport, labour and profit but exclude VAT.

15. NOTIFICATION OF AWARD OF BID

- 15.1 Notification of the award of bid shall be in writing by a duly authorized official of Department of Health, Supply Chain Management. The written acceptance of an offer constitutes a legal and binding contract if no appeals are lodged.
- 15.2 The intentions of award of bid will be advertised in the same media as the invitation.

16. PAYMENT FOR SUPPLIES AND SERVICES

- 16.1 A contractor shall be paid by the Department of Health – Infrastructure Unit in accordance with supplies delivered and services rendered.
- 16.2 Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount.
- 16.3 Any query concerning the non-payment of accounts must be directed to the Department of Health. The following protocol will apply if accounts are queried:
 - (i) Contact must be made with the officer-in-charge of the department;
 - (ii) If there is no response from facility, the Department of Health Infrastructure responsible Engineer must be contacted;

17. PENALTY CLAUSE

In the event that the contract is not completed on scheduled completion date, penalty amount of 0.04% of contract sum will be charged per day for extra days taken after scheduled completion date. The amount shall be deducted from outstanding payments.

18. PROVINCIAL SUPPLIERS DATABASE

A bidder submitting an offer must be registered on the Provincial Suppliers Database. A bidder who has submitted an offer is not registered on the Provincial Suppliers Database will not be considered.

19. SPECIAL CONDITIONS OF CONTRACT

The bid is issued in accordance with the provisions of the Public Financial Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

20. TAX AND DUTIES

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

21. UNSATISFACTORY PERFORMANCE

Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

(a) Before any action is taken, the MORTUARY shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the institution will:

- (i) take action in terms of its delegated powers
- (ii) make a recommendation to its Head Office for cancellation of the contract concerned.

(b) When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

22. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

The validity (binding) period for the bid must be 90 days from close of bid. However, circumstances may arise whereby this MORTUARY may request the bidders to extend the validity (binding) period. Should this occur, the MORTUARY will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

23. VAT

23.1 Bid prices must be inclusive of VAT.

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

- (a) The name, address and registration number of the supplier;
- (b) The name and address of the recipient;
- (c) An individual serialized number and the date upon which the tax invoice is issued;
- (d) A description of the goods or services supplied;
- (e) The quantity or volume of the goods or services supplied;
- (f) Either –

(i) the value of the supply, the amount of tax charged and the consideration for the supply; or

(ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

NOTE:

The Department of Health reserves the right to verify the veracity of all information submitted.

PART 5

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS: The following terms shall be interpreted as indicated:

- (a) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- (b) "Contract" means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (e) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) "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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) "Day" means calendar day.
- (h) "Delivery" means delivery in compliance with the conditions of the contract or order.
- (i) "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- (j) "Delivery into consignees store or to his site" means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) "Dumping" occurs when a private enterprise abroad market its goods and services 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.
- (l) "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- (m) "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.
- (n) "GCC" means the General Conditions of Contract.
- (o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (p) "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 Contractor 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 supplies covered by the bid will be manufactured.
- (q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) "Project site" where applicable, means the place indicated in bidding documents.
- (u) "Province" means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
- (v) "Republic" means the Republic of South Africa.
- (w) "SCC" means the Special Conditions of Contract.
- (x) "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 Contractor covered under the contract.
- (y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

1. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

- 1.2 Should the contractor fail to comply with any of the conditions of the contract, MORTUARY shall be entitled, without prejudice to any of its other rights, to cancel t

contract.

2. PAYMENT

- 2.1 The Contractor shall furnish MORTUARY with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.
- 2.2 Payments shall be made promptly by the MORTUARY, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- 3.3 Payments will be made in Rand unless otherwise stipulated.
- 4.4 Payments for goods will made by the MORTUARY. Any disputes regarding late or delayed payments must be taken up with the Management, Supply Cha Management can be requested to investigate the delays.

3. INVOICES

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount. Tax invoice must be accompanied by work completion certificate.

4. OFFERING OF COMMISSION OR GRATUITY

If the Contractor or any Contractor representative is found to have either directly or indirectly offered or promised any commission, gratuity, or gift to any office bearer of the Department of Health. The Department of Health shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

5. ORDERS

- 5.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the MORTUARY, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.
- 5.2 The MORTUARY reserves the right to call upon any Contractor during the contract period to make known the following details:
 - 5.2.1 Name of Institution placing order;
 - 5.2.2 Provincial official order number;
 - 5.2.3 Quantity ordered; and
 - 5.2.4 List of items ordered.

6. INSPECTION, TESTS AND ANALYSES

- 6.1 In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the Department inviting the bid, or person specially appointed by the MORTUARY to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.
- 6.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of organisation acting on its behalf.
- 6.3 Inspections tests and analyses may be carried out prior to despatch in regard to such contract goods as may be deemed necessary by the MORTUARY. The Contractor shall provide, if required, all the required equipment for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.
- 6.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the MORTUARY shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.
- 6.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the MORTUARY calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the MORTUARY shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.
- 6.6 Goods and services which do not comply with the contract requirements may be rejected.
- 6.7 Any goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the MORTUARY may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.
- 6.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.
- 6.9 Provisions contained in sub-clause 6.1 and 6.8 shall not prejudice the right of the MORTUARY to cancel the contract on account of a breach of the conditions thereof.

7. CONTRACTOR'S LIABILITY

In the event of the contract being cancelled by the MORTUARY in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the MORTUARY any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the MORTUARY have the right to recover such losses, damages or additional costs

The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

8. PRICE LISTS

Price lists which are part of the contract shall not be amended without the approval of the Department of Health Infrastructure Development Unit

9. SUBMISSION OF CLAIMS

9.1 Claims must be submitted within 180 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.

9.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 180 days after the contract period expired, will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.

9.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR

25.1 Facility's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Department of Health Infrastructure Development Unit or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the MORTUARY forthwith.

25.2 The Contractor shall be responsible at all times for any loss or damages to the MORTUARY's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the MORTUARY may require.

26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

The MORTUARY reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of MORTUARY or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.

27. AMENDMENT OF CONTRACT

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

28. NOTICES

Every written acceptance of a bid shall be posted to the supplier/bidder concerned by registered or certified mail and any other notice to him/her/it shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him/her/it in writing and such posting shall be deemed to be proper service of such notice.

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 such notice.

29. INCIDENTAL SERVICES

29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:

(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 Contractor of any warranty obligations under this contract; and

(e) training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

29.2 Prices charged by the Contractor 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 Contractor for similar services.

30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

30.1 The Contractor shall not without the MORTUARY'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 MORTUARY in connection therewith, to any person other than a person employed by the Contractor 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.

30.2 The Contractor shall not without the MORTUARY's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for

purposes of performing the contract.

- 30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Department of Health – Infrastructure development Unit on completion of the Contractor's performance under the contract of so required by the MORTUARY.
- 30.4 The Contractor shall permit the MORTUARY to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

31. SPARE PARTS

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

32. GOVERNING LANGUAGE

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.

