



## Quotation Advert

**Opening Date:** 24/08/2023

**Closing Date:** 01/09/2023

**Closing Time:** 11:00

### INSTITUTION DETAILS

**Institution Name:** Head Office Quotations

**Province:** KwaZulu-Natal

**Department of entity:** Department of Health

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

**Place where goods/  
service is required:** Prince Mshiyeni Hospital

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

### ITEM CATEGORY AND DETAILS

**Quotation number:** ZNQ: HOH1006/23/24

**Item Category:** Goods

**Item Description:** Replacement of a 400L autoclave unit and refurbishment to the CSSD plant room at Prince Mshiyeni Hospital CIDB 2ME or Above

**Quantity (if supplies):** 01

### COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Compulsory Site Meeting

**Date:** 29/08/2023

**Time:** 11:00 AM

**Venue:** Prince Mshiyeni Hosiptal

**QUOTES CAN BE COLLECTED FROM:** [www.kznhealth.gov.za](http://www.kznhealth.gov.za)

**QUOTES SHOULD BE DELIVERED TO:** [Quotations.scmho@kznhealth.gov.za](mailto:Quotations.scmho@kznhealth.gov.za)

### ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

**Name:** Kwazikwakhe Cele

**Email:** [Kwazikwakhe.cele@kznhealth.gov.za](mailto:Kwazikwakhe.cele@kznhealth.gov.za)

**Contact number:** 033 815 8338

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**Finance Manager Name:** Mrs E.N Maphumulo **Finance Manager Signature** \_\_\_\_\_



OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01

QUOTE NUMBER: ZNQ ,HOH , 1006 ,23 \_24

DESCRIPTION: Replacement of a 400L autoclave unit and refurbishment to the CSSD plant room at Prince Mshiyei Hospital

PREFERENCE POINTS WILL BE ALLOCATED ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOALS IN TERMS OF PPR 2022:	POINTS ALLOCATED
Race – Full/partial/combination of points allocated to companies at least 51% owned by Black People	20

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTURE	PRICE	
						R	C
	01		Replacement of a 400L autoclave unit and refurbishment to the CSSD plant at Prince Mshiyei Hospital				
			Compulsory Site Visit				
			Date: 29 August 2023				
			Time: 11:00 PM				
			Venue: Prince MshiyeniHospital				
			CIDB: 2 ME or Above				
			NB: SPECIFICATION ATTACHED				
			Hand Deliver : 310 Jabu Ndlovu street, SCM Offices, Quotation Tender Box.				
			Proof of CSD summary with banking details				
			Tax Clearance Certificate must be attached OR email to Quotations.scmho@kznhealth.gov.za				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)							
TOTAL QUOTATION PRICE (VALIDITY PERIOD 90 Days)							

DOES THIS OFFER COMPLY WITH THE SPECIFICATION? YES / NO  
 IS THE PRICE FIRM? YES / NO  
 DOES THE ARTICLE CONFORM TO THE S.A.N.S. / S.A.B.S. SPECIFICATION? YES / NO

STATE DELIVERY PERIOD (E.G. 3 DAYS, 1 WEEK) \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_  
 [By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED: \_\_\_\_\_

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 interest<sup>1</sup> in the enterprise, employed by the state? **YES / NO**

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

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

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

2.2.1. If so, furnish particulars: \_\_\_\_\_

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

2.3.1. If so, furnish particulars: \_\_\_\_\_

**3 DECLARATION**

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

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

NAME OF BIDDER	SIGNATURE	POSITION	DATE
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<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.  
<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

GENERAL CONDITIONS OF CONTRACT

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 consignees 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](http://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 contracts 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 fulfil their obligation.

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

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

5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

**6. SAMPLES**

6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.

(i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.

(ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.

6.2. **Samples must be made available when requested in writing or if stipulated on the document.**

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

(i) testing will be for the account of the bidder.

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

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

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

(ii) Date: 29 / August / 2023 Time: 11:00 : AM Place: Prince Mshiyeni Hospital

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

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

**9. SUBMISSION AND COMPLETION OF SBD 6.1**

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

**10. TAX COMPLIANCE REQUIREMENTS**

10.1. In the event that the tax compliance status has failed on CSD, it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.

10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

**11. TAX INVOICE**

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

- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice
- (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.

**12. PATENT RIGHTS**

12.1. 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.

**13. PENALTIES**

13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.

13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.

13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.

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

**14. TERMINATION FOR DEFAULT**

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

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

**2. 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:

$$\text{Ps} = 80 \left( 1 - \frac{\text{Pt} - \text{Pmin}}{\text{Pmin}} \right) \quad \text{OR} \quad \text{Ps} = 90 \left( 1 - \frac{\text{Pt} - \text{Pmin}}{\text{Pmin}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = 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:

$$\text{Ps} = 80 \left( 1 + \frac{\text{Pt} - \text{Pmax}}{\text{Pmax}} \right) \quad \text{OR} \quad \text{Ps} = 90 \left( 1 + \frac{\text{Pt} - \text{Pmax}}{\text{Pmax}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = 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)
Race – Full/partial/combination of points allocated to companies at least 51% owned by Black People	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:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROVINCE OF KWAZULU-NATAL**

**DEPARTMENT OF HEALTH**

**PRINCE MSHIYENI MEMORIAL HOSPITAL  
REPLACEMENT OF A 400L AUTOCLAVE UNIT AND  
REFURBISHMENT TO THE CSSD PLANT ROOM**

**QUOTATION NUMBER:**

<b>REQUIRED CIDB GRADING</b>	<b>2ME or Above</b>
<b>FACILITY NAME</b>	PRINCE MSHIYENI MEMORIAL HOSPITAL
<b>PROJECT DESCRIPTION</b>	REPLACEMENT OF A 400L AUTOCLAVE UNIT AND REFURBISHMENT TO THE CSSD PLANT ROOM

**QUOTATION DOCUMENT**

**DEPARTMENT OF HEALTH**  
**Project Leader: Lunga Dlamini**

**Telephone : 033-940 2600**

## 1 PURPOSE, SCOPE AND DEFINITIONS OF CONTRACT WORK CATEGORIES

The purpose of this contract specification is to procure the services of a reputable, competent and accredited original equipment manufacturer of Autoclaves to manufacture as per Department of Health KZN's approved specification, deliver, install a 400L Autoclave unit and do minor refurbishments to the CSSD plantroom at Prince Mshiyeni Memorial Hospital.

## 2 DEFINITIONS OF WORK CATEGORIES

The work categories are as under:

- Installation and Refurbishments- The installation of a 400L Autoclave Unit and refurbishments to the CSSD plantroom.

## 3 CONDITIONS OF CONTRACT

### 3.1 NOTICE TO BIDDERS

- 3.1.1 The institutions will remain open and operational at all times therefore the Contractor shall make the necessary arrangements with the Institutional Management and maintenance staff for any power outages that may be required. The CSSD must be notified before any work is carried out.
- 3.1.2 The Administration reserves the right to negotiate prices in the Schedule of Prices.
- 3.1.3 All redundant material and rubble shall to be removed from the institution's property immediately. The old Autoclave unit must be removed to the designated area to be determined by the maintenance personnel.
- 3.1.4 The Contractor is advised to visit the site prior to tendering to acquaint him/herself with the nature of the work to be done and access to the siting of the existing buildings etc., as no claim will be allowed on the grounds of ignorance of the conditions under which the work will be executed.
- 3.1.5 All items quantities in the Schedule of equipment are PROVISIONAL and subject to re-measure after Site visit
- 3.1.6 The Schedule of equipment shall be read in conjunction with the Scope of Work.
- 3.1.7 Any discrepancies or omissions shall be brought to the attention of the Project Leader immediately.
- 3.1.8 Preference will be given to Bidders who are **Original Equipment Manufacturers** of Autoclave units, who manufacturer Autoclaves in line with the Department of Health KZN's approved specification, with all relevant accreditation.
- 3.1.9 The Contractor must be registered with CIDB and must have minimum grading of **2ME**.
- 3.1.10 The autoclave must be a **proudly South African product: fully manufactured in SA**. It is required that the manufacturer has a quality management system in place, as per SAHPRA regulations. Without the above the manufacturer **MUST** be disqualified.

## 4 EXECUTION PERIOD

Six (6) Months is the specified maximum completion period for the installation of a 400L Autoclave unit and refurbishments to the CSSD Plantroom from the date of receiving official purchase order.



## 5 TECHNICAL SPECIFICATION

### 5.1 COMPLIANCE WITH REGULATIONS AND STANDARD SPECIFICATIONS

- a) These works are to be carried out in accordance with the Regulations relating to Medical Devices & IVDS, published in the government Gazette No40480 on 9 December 2016. Medicines and Related Substances Act, 1965 (Act 101 of 1965)
- b) SANS 347:2019
- c) SANS 3834-2 & 1(Welding)
- d) SANS 982:2009: High –Pressure High-Vacuum Steam Sterilizers (Autoclaves)
- e) SANS 13485 – Quality Management System
- f) SANS 982-1990 –Loading carriages & Transfer Trolleys
- g) EN 285
- h) ISO9001 Quality Management System
- i) ISO3834
- j) An Electrical Certificate of Compliance, in accordance with the OHS Act as amended, will be required for all Electrical Works.
- k) The latest version of ISO13485
- l) The OEM shall provide a 5-year guarantee, on the chamber and jacket.
- m) The contractor shall fully familiarise himself with these documents prior to quoting.

## 6 PARTICULAR SPECIFICATION

### 6.1 TECHNICAL SPECIFICATION

#### 6.1.1 GENERAL

This Technical Specification shall be read in conjunction with all other sections of the specification.

#### 6.1.2 GENERAL REQUIREMENTS

Tenderers are to make special note of the following:

- a) This particular specification must be read with, and shall form part of, Part 5 of this document (Technical Specification).
- b) 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 6 (Particular Specification).
- c) The whole installation activity 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.
- d) 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.
- e) 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.
- f) 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.
- g) Rates are to include for testing of the complete system upon completion of installation and handing over to the Client in working order ready for use.
- h) 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. Any discrepancies or omissions shall be brought to the attention of the Project Leader immediately

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

## 7 SCOPE OF CONTRACT

- a) Remove existing 400L Autoclave No. 3 and the make shift steam generator/boiler
- b) Install new 400L single door Autoclave unit with water treatment plant.
- c) Label the front of the Autoclave with the number 3.
- d) Programme Autoclave unit for all programmes as per attached specification (Annexure A) :
  - Flash cycle
  - Rubber
  - Plastic
  - Milk Bottles
  - Full Cycle
  - Bowie and Dick test cycle and etc
- e) Provide an electrical Certificate of Compliance.
- f) Terminate steam supply
- g) Replace existing lights with energy saving lights.
- h) Refurbish the plantroom, i.e:
  - Repaint the floor with epoxy
  - Clean and repaint doors
  - Clean wire mesh with steel brush and repaint for corrosion protection.
  - Replace existing drains with stainless steel drains.
  - Repaint the walls with moist resistant paint in the plantroom.
  - Service extractor fans.
- i) Commission installed Autoclave unit
- j) Provide training to CSSD staff and Maintenance staff.
- k) Provide two sets of maintenance manuals
- l) Provide two sets of electrical wiring drawings, one to be mounted on the inside of the electrical panel and one to be kept by maintenance.
- m) Provide 12 months maintenance free period.
- n) Provide defect free warranty in the first 3 months.
- o) Pressure test boiler and jacket and issue AIA report.
- p) Provide spares:
  - Gasket
  - Silicon spray
  - Printer ribbons

## 8 THE SITE

The site is at the Prince Mshiyeni Memorial Hospital's Central Sterile Services Department, KwaZulu-Natal.

Tenderers are encouraged to visit the site to ensure successful installation of the work required. Arrangements in this regard can be made with the representative from the department of health, i.e Chief Artisan.

## 8.1 PROGRAM OF WORKS

Programme of works must be submitted one (1) month prior to carrying out any work.

The contractor shall notify the facility seven (7) days prior to carrying out any installation. 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 disturbance.

## 8.2 MANDATORY DOCUMENTS REQUIRED

- Provision of proof that the Autoclave is a proudly a South African product.
- Provision of an OEM letter
- SAHPRA Medical Device Establishment Licence
- ISO 13485 Certificate
- Completed Annexure B
- SANS 347 Certificate
- SANS 3834 Certificate

## 8.3 TECHNICAL EVALUATION DOCUMENTS REQUIRED

1. Provision of proof company's past experience
2. Provision of tenderer's project team organogram.
3. Provision of safety plan and first aid training certificate.

## 9 ELECTRICAL

- 9.1 While maintaining electrical works, the Contractor shall take the following into account
- a) The Code of Practice for the Wiring of Premises as issued by the South African Bureau of standards (SANS 10142-1).
  - b) The KwaZulu-Natal Department of Health General Electrical Policy.
  - c) The Machinery and Occupational Safety Act - Act No.85 of 1993.
  - d) The Municipal By-laws and any special requirements of the Supply Authorities of the area or district concerned.
  - e) Local Fire Regulations.
  - f) Electrical Installation Regulations.
  - g) Electrical Machinery Regulations

### 9.2 Certificate of Compliance

The contractor shall submit a mandatory Electrical Certificate of Compliance should any new electrical installation be done while conducting maintenance. All electrical work carried out will be neat and best class materials must be used. All wiring shall conform to the SANS 10142.

The autoclave unit is to be supplied with nameplates mounted on the chamber and on the integral boiler, showing the Technical Information as well as all the information as contemplated by the Occupational Health and Safety Act, 85 of 1993, as amended and its regulations, showing particularly the following information

- i) Name of manufacturer
- ii) Country of origin
- iii) Year of manufacture
- iv) Manufacturer's name, serial number and model number

### 9.3 MAINTENANCE MANUALS

OEM installation and maintenance and operating manuals are required for all newly installed Autoclave unit.

## 10 MECHANICAL

- a) Driven Machinery Regulations.
- b) General Machinery Regulations
- c) Pressure Equipment Regulations

## 11 SCHEDULE OF PRICES

### PREAMBLE TO THE SCHEDULE OF PRICES

- 11.1 The Tenderer shall enter a price against each item in the schedule of prices. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost of such item shall be regarded as being covered by other prices in the schedule of prices.
- 11.2 The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.
- 11.3 The prices quoted for the maintenance of plant and equipment shall include for all handling, loading, transporting and off-loading required for the delivery of the plant and equipment to the site, including in the case of off-site storage for double handling at the store.
- 11.4 The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Summary of Schedule of Prices for the purpose of VAT.
- 11.5 Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Department of Health's "Representative".

The Schedule of Prices shall be completed and signed in **black ink**. Corrections must be done by deleting, re-writing and initialling next to the amendment.

REPLACEMENT OF A 400L AUTOCLAVE UNIT AND REFURBISHMENT TO THE CSSD PLANT ROOM

Item No	Description	UOM	Qty	Rate	Amount
	<b><u>BILL NO.1</u></b>				
	<b><u>AUTOCLAVE INSTALLATION</u></b>				
	- The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles.				
	<b><u>Removal of existing Autoclave</u></b>				
1	Terminate steam supply to Autoclave 3 and put a blank	Item	1		R
	-				
2	Remove existing 400L Autoclave Unit and its make shift steam generator from the plant room	Item	1		R -
	<b><u>Install new Autoclave</u></b>				
	-				
1	Supply and install a 400L litre Autoclave Unit with an intergral boiler and a water treatment plant	Item	1		R -
	<b><u>Commissioning</u></b>				
2	Commission installed Autoclave Unit with its water treatment plant.				R
	<b><u>Training</u></b>				
3	Provide training to CSSD and Maintenance Personnel				R
	<b><u>Deliverables</u></b>				
4	Allow for a 12 months maintenance free period .				
5	Provide internal loading carriage with external transfer trolley as specified.	Item	1		R
6	Provide spare door gaskets	No	3		
7	Provide silicon spray canisters	No	3		R -
8	50kg brine salt	No	3		R -
9	Provide printer ribbons	No	3		R -
10	Provide operating and maintenance manuals	Item	1		R -
11	Provide two sets of electrical wiring drawings	Item	1		R -
12	Provide an Electrical Certificate of Compliance	Item	1		R -
	<b>Carried to summary</b>				R -

REPLACEMENT OF A 400L AUTOCLAVE UNIT AND REFURBISHMENT TO THE CSSD PLANT ROOM

Item No	Description	UOM	Qty	Rate	Amount
-	<b><u>BILL NO.2</u></b>				
-	<b><u>REFURBISHMENTS</u></b>				
-	The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles.				
-	<b><u>Floor Drain</u></b>				
1	Replace existing drain with stainlees steel drain .	m2	1.5		R
	<b><u>Painting</u></b>				
2	Repaint the plantroom floor with epoxy	Item	1		R -
3	Srape and repaint the ceiling and walls with latex based rubber paint	Item	1		R -
	<b><u>Lighting</u></b>				
	Replace existing 6 foot flourescent light fittings	Item	1		R -
	<b><u>Extractor Fans</u></b>				
4	Service Existing Extractor Fans	No	4		R
	<b><u>Safety File</u></b>				
6	Provide safety file	No	1		R
	<b>Carried to summary</b>				R -

REPLACEMENT OF A 400L AUTOCLAVE UNIT AND REFURBISHMENT TO THE CSSD PLANT ROOM

Bill No	Description			Amount
	<b><u>SUMMARY PAGE</u></b>			
1	- BILL NO 1			R
2	BILL NO 2			R
	Sub-total			R
	Add 15% VAT			R
	-			
	-			
	<b>TOTAL AMOUNT CARRIED TO FORM OF QUOTATION</b>			<b>R</b>
	-			
	-			

## ANNEXURE A: AUTOCLAVE SPECIFICATION

**Single door 400ℓ** The sterilizer shall have a chamber capacity of not less than 0,396 m<sup>3</sup> and the internal dimensions of the chamber shall not be less than 600mm wide x 600mm high x 1100mm deep.

### STERILIZING CHAMBER AND JACKET

- a) The sterilizing chamber shall be constructed from, grade 430A mild steel OR entirely from grade 316/304 ℓ Stainless Steel. Minimum plate thickness shall be 10mm for mild steel and 6mm for stainless steel.
- b) A solid head-ring shall be welded to the open end of the autoclave. The head-ring shall support the clamps, which hold the door, and have machined into it a groove, which accommodates a silicone gasket. The depth of the groove shall be sufficient to ensure that the gasket can be fully retracted when a vacuum is drawn behind it.
- c) The chamber shall be constructed in such a way as to facilitate the fitting of internal shelves and the use of internal and external loading equipment.
- d) One end of the sterilizing chamber shall be closed by a suitably reinforced flat end, which shall be of the same material as the chamber and shall be welded thereto.
- e) The jacket of the sterilizer shall be manufactured from 430A mild steel OR entirely from grade 316/304 ℓ Stainless Steel and be designed for a maximum design pressure of 480 kPa (gauge)/150°C and the sterilizing chamber shall be designed at a similar pressure alternating with absolute vacuum.
- f) Note: The designed safe working pressure shall be such that the safety valve shall reset, once operated, at a pressure greater than the required operating pressure, to ensure that the safety valve does not "weep".
- g) On completion of manufacture, the chamber and jacket shall each be subjected to a hydraulic test, in accordance with the Code of Construction and Safety Act No.85 of 1993 and Regulations.
- h) Steam shall be admitted to the chamber behind a baffle plate, which will prevent direct steam contact with the load.
- i) NOTE: - The Manufacturer shall provide a written 5-year guarantee for the chamber and jacket, in respect of any stress-related failure, which arises from faulty manufacture.

### STERILIZER DOOR

- a) The sterilizer door shall be of the automatic vertical sliding, counter balanced type. The door shall be fabricated from the same material as the chamber.

Means shall be provided, in respect of automatic doors, to stop the vertical travel of the door should it come in contact with any obstruction such as a protruding tray, pack or



the operator's hand. Suitable provision must be made to limit the vertical travel to the fully open or fully closed position in the form of limit switches.

The door shall be sealed by means of a steam inflated gasket, which when deflated shall be retracted by vacuum to a position free from contact with the door. The gasket must be capable of ensuring a steam and vacuum tight joint and be designed to withstand a pressure in the chamber of 480 kPa g, 150°C, and absolute vacuum - 100Pa.

b) Means shall be provided so that :-

- i) The rise of pressure inside the chamber is prevented, prior to the door being completely closed and locked in position.
- ii) The sterilizing cycle cannot be commenced until the door is fully closed and locked in position.
- iii) The release of the door from the closed and locked position is prevented unless the pressure inside the chamber has been reduced to atmospheric pressure.
- iv) The door cannot be opened either automatically or manually until the sterilizing cycle has been fully completed.
- v) The chamber is effectively vented to atmosphere before the door opening mechanism is released.

## 2.5 CONTROL SYSTEM

- a) The control system shall be automatic and shall be either:
  - i) Programmable logic control (PLC); or
  - ii) Microprocessor/(PC) type.
- b) Control systems shall be installed in such a way as to prevent electro-magnetic interference. The controller shall be properly protected against lightning hazards, power surges, mains-borne and other noise interference to prevent malfunctioning of the system.
- c) A cycle counting facility of the non-cancelable type shall be provided, which must be displayed on the front facia and be mounted in the control panel.
- d) The function of all contactors shall be clearly marked. All wiring terminations shall be numbered in accordance with the wiring diagram.
- e) Control panels shall incorporate a suitably rated lockable electrical isolating switch.
- f) Mains power supply failures of up to 60 seconds shall not abort the sterilizing cycle process.
- g) The following protection devices shall be installed:
  - i) all contactors are to be fitted with overloads.

- ii) over/under voltage and phase rotation cut-out.

## 2.6 OPERATION

### 2.6.1 INSTRUMENT PACKS AND POROUS LOADS CYCLE

- a) The removal of air from the loaded chamber shall be by means of a pulsing system as hereafter specified. The sequence of operation shall be affected automatically and without manual interference once each cycle is commenced.
- b) To commence the cycle, the chamber is loaded and the door is closed and locked by means of a push button. When the start button is pressed the following sequence of stages shall commence:

#### 2.6.1.1 STAGE 1: AIR REMOVAL

- a) Sufficient air shall be removed from the loaded chamber to permit achievement of the temperature-time relationship during Stage 2.
- b) The automatic control shall be capable of providing the following sequence of events during Stage 1:
  - i) Reduction of pressure within the loaded chamber to a reduced pressure of – 80Pa (g).
  - ii) Admit steam to restore pressure within the chamber to a positive pressure of + 30kPa (g).
  - iii) Close off steam. Reduction of pressure within the loaded chamber to a reduced pressure of – 80Pa (g).
  - iv) The conditions specified under (ii) and (iii) shall be repeated a further three times to give a total of four pulses.

The automatic control shall then change to Stage 2. The vacuum pump (or ejector) shall continue to run throughout the following stages.

#### 2.6.1.2 STAGE 2: STERILIZATION

- a) Steam shall be admitted to the chamber to provide sterilizing conditions within the chamber load. The temperature shall be sensed and indicated from the chamber drain and shall accord with the following time-temperature relationship. Within the total stage a temperature of 135°C shall be maintained for not less than four minutes.
- b) If at any time during the timed sterilizing period of four minutes the temperature should fall below 135°C, the timer shall automatically reset to starting point and shall only start timing again when the correct temperature has been restored in order to guarantee that, at the end of the sterilizing period, the load in the chamber has been continuously subjected to steam at a temperature of 135°C for a period of four minutes.

- c) The automatic control shall then change the process to Stage 3. Visual indication that the sterilizing period is in operation must be provided.

#### 2.6.1.3 **STAGE 3: EXHAUST AND DRYING**

- a) The automatic control shall close the steam to the chamber valve and open the exhaust to condenser and water to condenser valves. Visual indication that the exhaust and drying stage is in progress shall be provided.
- b) When the chamber pressure has been reduced to -80Pa (g) the drying timer shall start and run for 6 minutes after which the process shall change to Stage 4.

#### 2.6.1.4 **STAGE 4: AIR ADMISSION**

- a) Means shall be provided for the drying vacuum, specified in Clause 2.6.1.3 above, to be broken via a bacteriological air filter.

#### 2.6.1.5 **STAGE 5: CYCLE COMPLETE**

- a) Visual indication that the full sterilizing cycle has been successfully completed shall be provided, after which the door can be opened.

#### 2.6.1.6 **CYCLE ABORT**

- a) The control circuit shall include a facility to monitor the time taken to attain the required pressure, vacuum and temperature conditions. Should any of the required conditions not be met (within a period which shall be adjustable up to 15 minutes) per stage, the cycle shall abort by proceeding through stages 3, 4 and 5 after which an audible alarm and indicator lamp shall indicate an unsterile cycle, at which point it shall be possible to open the sterilizer door.

#### 2.6.2 **BOWIE AND DICK TEST CYCLE**

- a) All vacuum sterilizers which process porous loads shall be provided with a dedicated Bowie and Dick test cycle. The Bowie and Dick test cycle shall be as specified in 4.6.1 except that the sterilizing temperature shall be 134°C and the sterilizing time shall be 3.5 minutes.

#### 2.6.3 **FLUIDS CYCLE**

- a) When specified (in the particular specification) the sterilizer shall be supplied with a fluids cycle.
- b) A selector switch shall be provided which when turned to fluids and the start button is pressed the following sequence of stages shall commence: -

##### 2.6.3.1 **STAGE 1: AIR REMOVAL**

- a) The pressure within the loaded chamber shall be reduced to -80Pa (g). The automatic control shall then change to Stage 2.

### **2.6.3.2 STAGE 2: STEAM TO CHAMBER**

- a) Steam shall be admitted to the chamber via the down draught method until a temperature of 121°C is reached. The automatic control shall then change to Stage 3.

### **2.6.3.3 STAGE 3: STERILIZATION**

- a) Within the total stage a temperature of 121°C shall be maintained for not less than thirty minutes. The automatic control shall then change the process to Stage 4.

### **2.6.3.4 STAGE 4: SLOW EXHAUST**

- a) The steam shall be slowly exhausted via a needle (slow exhaust) valve, which shall be set in such a way that the period in which the pressure shall be reduced, from the sterilizing pressure of 105kPa g to a pressure of 14kPa g, shall not be less than twenty minutes in a loaded chamber. The automatic control shall then change to stage 5.

### **2.6.3.5 STAGE 5: AIR FLUSH**

- a) Air shall be drawn through the chamber via the filter, the open-air valve, chamber drain needle valve and vacuum pump OR water ejector. When the chamber pressure has been reduced to 15kPa g the vacuum pump OR water ejector shall continue to run for ten minutes with the air valve open.

### **2.6.3.6 STAGE 6: CYCLE COMPLETE**

- a) Visual indication that the full sterilizing cycle is complete shall be provided, after which the door can be opened.

### **2.6.3.7 CYCLE ABORT**

- a) The control circuit shall include a facility to monitor the sterilizing temperature. Should the temperature of 121°C not be reached and maintained for thirty minutes within a period of one hour, the cycle shall abort by proceeding through Stage 3, 4 and 5 after which an audible alarm and indicator light shall indicate an un-sterile cycle, at which point it shall be possible to open the sterilizer door.

### **2.6.4 MILK BOTTLE STERILIZATION**

- a) An Autoclave shall be programmed and will have a cycle to sterilize milk bottles, and other material such as linen, plastics and rubber at a maximum temperature of 121°C and maximum time of 10 minutes.

### **2.7 STEAM JACKET DISCHARGE**

- a) When the condensate discharge is connected to the condensate return line the jacket condensate discharge line shall be provided with a balanced pressure thermostatic steam trap, non-return valve and strainer.

## **2.8 CONDENSATE DISCHARGE TO DRAIN**

- a) The condensate discharge line from the jacket and chamber shall be provided with a suitable air break before discharging into the drain. A means shall be provided to prevent the emission of steam and vapour from the air break.

## **2.9 DRAIN DISCHARGE**

- a) The temperature of water, which is discharged to drain, shall not exceed 70°C.

## **2.10 EXHAUST DISCHARGE**

- a) The sterilizer shall be provided and fitted with a condenser of sufficient capacity to condense the exhaust steam. The water supply to the condenser shall be automatically controlled.
- b) A water feed tank, with ball valve and overflow outlet, piped to drain shall be incorporated via which the waste water from the condenser system shall be partially recycled in such a way as to conserve water, but to avoid loss of efficiency.

## **2.11 SAFETY VALVES**

- a) The sterilizer shall be fitted with a bronze safety valve of the vertical, direct spring-loaded type, the spring and seat of which shall be stainless steel, with screwed side discharge, directly connected to the steam space at the top of the jacket by a pipe of minimum length.
- b) The safety valve shall be capable of being set and locked by means of a lock and key.
- c) The safety valve shall be drained by means of a tail pipe, connected via a "T" piece to form a drain pocket, located so as to drain at the valve discharge connection point.
- d) All safety valves shall be piped separately to a safe, but visible point outside of the plant room building. Wherever practicable the safety valve pipeline shall be graded to ensure that condensate flow is away from the safety valve.

## **2.12 AIR ADMISSION**

- a) Air admission to the sterilizer to break the chamber vacuum shall be through a bacteriological filter, which shall be manufactured in accordance with BS 3970. The filter shall be located at least 1220mm above floor level. The filter element shall be easily replaceable. The filter shall be attached by means of a threaded or compression type fitting.

## **2.13 VACUUM PRODUCTION**

- The vacuum shall be produced by either:
- a) water ejector and centrifugal water feed pump which shall be capable of producing and maintaining a reduced pressure of -80Pa (g), at sea level, or
  - b) Approved liquid ring vacuum pumps, capable of drawing -80Pa (g).

## **2.14 THERMAL INSULATION AND CLADDING**

- a) The sterilizer jacket shall be insulated externally however, where the autoclave jacket is manufactured from stainless steel fiberglass wool type insulation will not be acceptable. Insulation cladding of aluminum sheet of 0.9mm thickness, or composite insulation board with a bonded aluminum foil finish, will be acceptable. The cladding surface temperature shall not exceed 50°C while in operation.

## 2.15 STERILIZER FASCIA AND FITTINGS

- a) The sterilizer shall be provided with a 0,9 mm thick, grade 304 ℓ, number 3 finish (satin) front fascia and architrave, sized to overlap the sterilizer opening after the removal of the existing old unit. The fascia shall have no sharp edges and when fixed in position shall fit tight against the wall opening. The fascia shall be as described under section 5 hereinafter.
- b) The following instruments and fittings shall be provided on the front panel:
- i) One pressure gauge calibrated 0-400 kPa g to register jacket pressure and with the maximum working pressure marked on the dial in red.
  - ii) One compound pressure gauge calibrated -100 to 400-kPa g to register chamber pressure. The maximum working pressure shall be marked on the dial in red. The minimum chamber vacuum shall be marked on the dial in green.
  - iii) A temperature-sensing device calibrated 0 to 150°C to indicate the temperature to an accuracy of within 1°C at 136°C.
  - iv) Gauges shall be 100mm diameter or approximately 72mm x 72mm or other approved
  - v) Indicator lamps or LCD indication of cycle status, temperature and pressure as applicable.
  - vi) A cycle counter shall be provided  
A printer of the ribbon cassette/paper roll type shall be provided and shall record a minimum of:
    - Cycle stages: time, temperature, pressure.
    - Cycle number and date.
    - Cycle status e.g. "Non Sterile "
    - Cycle water consumption in liters,
    - Autoclave idling time and water consumed during idling,
  - vii) Main control switch.
    - The autoclave number (e.g. 1 or 2 or 3 etc.) shall be screen printed, or etched, onto stainless steel, or aluminum plate, of approximately 50mm x 50mm and attached to the fascia, or where otherwise indicated; or as otherwise approved.
    - A suitably wide protective rubber, or PVC, strip shall be fitted to the autoclave fascia, or as otherwise specified, to prevent, proprietary loading equipment impact damage.
    - All gauges shall be vapour proof with non-ferrous metal casings.
    - All the above mentioned instruments and fittings shall be flush mounted.

## 2.16 VALVES AND PIPING

All control valves shall be electrically activated. Steam valves shall be fitted with Teflon discs.

The following specified valves, or other approved, shall be installed for:

- |    |  |        |                       |
|----|--|--------|-----------------------|
| a) | Steam to jacket and to steam to chamber    | 20mm Ø | Asco SCE 222 A049     |
| b) | Exhaust valve and blowdown valve           | 20mm Ø | Asco SCX E220 A5      |
| c) | Chamber bleed valve and boiler water valve | 15mm Ø | Asco SCX E220 A3      |
| d) | Steam to gasket valve                      | 8mm Ø  | Asco SCH TX B320 A184 |
| e) | TDS valve                                  | 8mm Ø  | Birket 13018P         |
- f) The main cycle control valves, namely: steam to jacket; steam to chamber; exhaust; vacuum break, shall be electrically activated. Steam valves shall be fitted with Teflon discs.
- g) Copper piping used, shall be to SANS 460: 2003- Class 2.
- h) Compression fittings shall only be used for connections to fittings, which require removal for servicing.

## 2.17 PRESSURE CONTROL

### 2.17.2 Integral Steam Generator Autoclave.

- a) The sterilizer shall be provided with an integral steam generator, manufactured from Grade 430A mild steel OR 316 stainless steel (for which materials Compliance Certificate shall be provided). A certificate issued by the inspection authority under whose supervision the pressure vessel is manufactured shall be provided.
- b) The steam generator vessel shall be connected to the sterilizer jacket via a globe type isolation valve. The steam generator shall be fitted with a correctly sized and rated safety valve and pressure gauge.
- c) The steam generator shall be fitted with a steam separator.
- d) At least one end of the steam generator shall be flanged, to which an inspection cover shall be bolted and sealed with a gasket of suitably rated material.
- e) To monitor the electrical load per phase, an ammeter connected via current transformers and selector switch shall be provided. The normal working amps shall be marked in red on the ammeter faceplate.
- f) Electric heating elements of the sheathed wire immersion; Incaloy type shall be fitted in a manner, which will facilitate removal, inspection and replacement. Wiring shall be continuously rated. The element kW rating shall be stamped on the manufacturer's plate.
- g) A pressure switch shall control the steam pressure to a maximum of 240kPa gauge.
- h) A 20mm Ø motorized automatic blow down valve shall be provided (to drain). Blow down pipework shall be installed in such a way that there is no pressurization of the water feed tank under blowdown conditions.

- i) The automatic blow down shall be programmed in order that:
  - i) The blow down time shall be adjustable from 5 to 60 seconds.
  - ii) Blow down will not take place during a cycle.
  - iii) Blow down frequency shall be adjustable from 1-7 days.
  - iv) Blow down shall take place at full operating pressure.
  - v) Elements and water feed shall be de-energized during blow down
- j) One floatless type level switch shall control the operating water level. A second floatless type switch shall protect the elements against low water level conditions. A water level gauge glass shall be provided. The maximum and minimum water levels shall be indelibly marked in red on the water level gauge.
- k) The water supply shall be connected to the steam generator via a valve and a non-return valve. Where the mains water supply pressure is less than 300 kPa g, a break/pressure water supply tank, with ball valve and overflow piped to drain and a centrifugal type water feed pump shall be incorporated.

A digital water flow meter shall be install on the water supply line to the steam generator water supply tank. This shall be incorporated into the autoclave controller (or PLC/PC/Microprocessor) to record water consumption per cycle, water consumed when idling as well as the idling period. This shall be printed on the cycle information as per section 2.15 Vii).
- l) The pump shall be protected against low water conditions.
- m) **Note** - The steam generator shall be provided with (in **addition** to the manual blow down valve) a suitably rated, normally closed, TDS control, bleed valve of 6mm nominal bore.
- n) The take off point for the TDS bleed shall be from a point above the elements and below the low water level.
- o) Prior to the TDS bleed valve, a 15mm globe type isolating valve and strainer shall be provided.
- p) The TDS bleed valve shall be programmed to open at the end of each cycle. It shall be possible to manually adjust the valve open time from 0 to 20 seconds.
- q) The bleed valve shall be piped to drain.



## **2.18 FRAME AND BASE**

The frame and base shall be of either:

- i) Robust mild steel construction. The steelwork shall be de-burred, degreased and painted with:
  - Primer Coat: Plascon Strathclyde PA 10.
  - Undercoat: SABS 681 Type II Plascon Universal.
  - Enamel Finishing Coat: SABS 630 Type Plascon Universal Enamel or other approved, or
- ii) 304  $\frac{1}{2}$  Grade stainless steel.
- iii) Support frames and bases shall be leveled so that there is a minimum of 10mm clearance between the frame/base and the finished floor level. Front facia shall be flush with the finished floor level.

## **2.19 LEVELING SCREWS**

A minimum of four stainless steel levelling screws shall be provided together with stainless steel base pads of a minimum of 50mm diameter, 5mm thick.

## **2.20 LOADING EQUIPMENT**

- a) Supply stainless steel loading trolley, shelves (with wheels) and linen basket,
- b) General Features: Shall be as per SANS 982-1990, Clause 5.8.1.
- c) Shelves: Shall be as per SANS 982-1990, Clause 5.8.2 and shall be fabricated from grade 304  $\frac{1}{2}$  Stainless Steel round bar.
- d) Loading Carriage and Transfer Trolley shall be as per SANS 982-1990, Clause 5.8.3, 5.8.3.1 and 5.8.3.2.

## **2.21 SIDE COVERS**

- a) When it is required that the sterilizer shall be installed in a free standing position (not recessed) easily removable side covers shall be provided.
- b) Where required, side covers shall be ventilated and be manufactured from mild steel 1.2mm thick which shall be, deburred degreased and coated with an epoxy powder coated finish or equal and approved.

## **2.23 SERVICES**

- a) Where practicable all services i.e., steam, condensate, water and electrical supplies, shall be routed overhead and connected to the autoclave.
- b) All services are to be colour coded.

**2.24 TESTING**

- a) The supplier/installer shall supply all instrumentation and materials necessary for the installation, testing and validation of each autoclave in accordance with standard EN285 of 1996 as amended. (European Standard : Sterilization – Steam Sterilizers – Large Sterilizers).

**2.25 SPARES**

The following spares are to be provided with each machine:

- i) 3 cans of silicone spray
- ii) 3 printer ribbons
- iii) 3 pre-cut and glued door gaskets
- iv) 3 x 50kg brine salt

### 13. EVALUATION CRITERIA AND SCORING

The threshold score, below which tenderers are eliminated from further consideration, should be 60 points

The weighting for Quality and functionality out of 100 sub-points is as follows:

Evaluation Criteria	Deliverables	Points		Sub-Points	Sub-Criteria	Sub-Points Scoring	
		60	Points			60	
Company's Past Experience	Provision of proof of company's past experience in supply and installation of 400l Autoclave units with water treatment plant	60	Points	60	Contractor should submit at least three (3) works orders and corresponding completion certificates	60	Submission of three(3) work orders and corresponding completion certificates
						40	Submission of two (2) work orders and corresponding completion certificates.
						20	Submission of one (1) work order and corresponding completion certificate.
						0	No submission
Experience of Resources Proposed for the Project	Provision of the tenderer's project team organogram.	20	Points	20	Tenderer to submit a detailed project organogram showing a Trade tested fitter, electrician and semi-skilled artisan which is backed up by their curriculum vitae that demonstrates extensive experience	20	Provision of a detailed project organogram coupled with trade test certificates of a fitter , electrician and semi-skilled backed up by their curriculum vitae that demonstrates extensive experience
						0	No submission

REPLACEMENT OF A 400L AUTOCLAVE UNIT AND REFURBISHMENT TO THE CSSD PLANT ROOM

Safety	Submission of the tenderer's 1.) Health and Safety Plan 2.) Basic First Aid Training Certificate that will give confidence to the Department that safety will be prioritised.	20	Points	20	Sub- points	Submission of the tenderer's 1.) Basic Health and Safety Plan 2.) Basic First Aid Training Certificate	10	Submission of the tenderer's Health and Safety Plan
							10	Submission of the tenderer's Health and Safety Plan
							10	Submission of the tenderer's First Aid Training Certificate for either Artisan or Unskilled Labourer that is on the organogram
							0	No submission
							0	No submission or irrelevant qualifications