



Quotation Advert

Opening Date: 21/11/2023
Closing Date: 24/11/2023
Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: EG & Usher Memorial Hospital
Province: KwaZulu-Natal
Department of entity: Department of Health
Division or section: Central Supply Chain Management
Place where goods/ EGG USHER MEMORIAL Hospital
Date Submitted: 21/11/2023

ITEM CATEGORY AND DETAILS

Quotation number: EGG 160/2023/2023
Item Category: Goods

Item Description: NURSES/PATIENT CALL SYSTEM

Quantity (if supplies):

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not applicable

Date: N/A

Time: N/A

Venue: N/A

QUOTES CAN BE COLLECTED FROM: KZN Health website

QUOTES SHOULD BE DELIVERED TO: SECURITY TENDER BOX

ENQUIRIES REGARDING ADVERT CAN BE DIRECTED TO:

Name: MARYA NONVULA

Email: egushermemorial@gnepi.com

Contact number: 039 797 8128

Finance Manager: MRS. Ndlobeni

Finance Manager Signature

BIDDERS DISCLOSURE

SBD 4

1 PURPOSE OF THE FORM

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

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

2 BIDDER'S DECLARATION

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

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

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

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

2.2.1. If so, furnish particulars: **YES / NO**

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: **YES / NO**

3 DECLARATION

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

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

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

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

NAME OF BIDDER _____ SIGNATURE _____ POSITION _____ DATE _____

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

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

1 Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7. "Day" means calendar day.
 - 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10. "Delivery into 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 markets 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. "Manufacturer" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
 - 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
 - 1.20. "Project site," where applicable, means the place indicated in bidding documents.
 - 1.21. "Purchaser" means the organization purchasing the goods.
 - 1.22. "Republic" means the Republic of South Africa.
 - 1.23. "SCC" means the Special Conditions of Contract.
 - 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
 - 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2 Application**
- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
 - 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
 - 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3 General**
- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
 - 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za



4. **Standards**
 - 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. **Use of contract documents and information; inspection.**
 - 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier for purposes of such performance. 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 goods 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**
 - 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, modifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. **Warranty**
 - 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
 - 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
 - 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
 - 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. **Payment**
 - 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
 - 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
 - 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
 - 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.
17. **Prices**
 - 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. **Contract amendments**
 - 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. **Assignment**
 - 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. **Subcontracts**
 - 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. **Delays in the supplier's performance**
 - 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
 - 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
 - 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
 - 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.
- 23.7. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 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 dumped 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

SCC

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;

3.7. (ii) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.

3.8. 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.

3.9. 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.

3.10. Offers must comply strictly with the specification.

3.11. Only offers that meet or are greater than the specification will be considered.

3.12. Late offers will not be considered.

3.13. Expired products will not be accepted. All products supplied must be valid for a minimum period of six months.

3.14. Used/ second-hand products will not be accepted.

3.15. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.

3.16. All delivery costs must be included in the quoted price for delivery at the prescribed destination.

3.17. 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.

3.18. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.

3.19. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.

3.20. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.

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 retranslated. 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.

4.5. 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.

4.6. Any alteration made by the bidder must be initialed; failure to do so may render the response invalid.

4.7. Use of correcting fluid is prohibited and may render the response invalid.

4.8. Quotations will be opened in public as soon as practicable after the closing time of quotation.

4.9. Where practical, prices are made public at the time of opening quotations.

4.10. 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.

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. **Samples must be made available when requested in writing or if stipulated on the document.**
- 6.2. If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

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

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

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

(ii) Date: ____ / ____ / ____ Time: ____ : ____ Place: _____

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

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/journal 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

SBD 6.1.

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:

PRICE	POINTS
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.

4. **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:

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

OR

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

OR

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2), 5(2), 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

Promotion of South African Owned Enterprises	The specific goals allocated points in terms of this tender	
	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
	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 property
 - 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:



NURSE/PATIENT CALL SYSTEM SPECIFICATION BY MR MAZIBUKO

Install Nurse/Patient call system software that simultaneously satisfies the German standard VDE0834 Part 1 and 2 or other recognized standard that needs Health Technical Memorandums (08-03) recommendations.

A modern Nurse Patient call system that satisfies the codes of practice and standards such as DVE 0834 that has a high standard of safety, which is security /safety based system.

The software should be easy to use, understand, operates, timesaving &increase efficiency (patient and staff) interfaces to communication system which will be connected to patient bed/ablation and the Nurses station/Duty room.

Power supply unit for nurse/patient call system, should be operating at 24volts,50-60 Hz supply ,24 Volts DC output, including amplifiers/logic, flashers and Equipment necessary for complete operation of the system.

Display units must be of antibacterial material (i.e. H20, water proof pull cord panel, call &rest panel, over door call light indicator, etc.) throughout and thus offer superior protection than comparable coated devices which are more resistance to scratches and wear.

ZVEI:

Die Elektroindustrie

Planning Brochure for Nurse Call Systems According to DIN VDE 0834

Notes on Planning, Installation, Operation and Maintenance of Nurse Call Systems according to DIN VDE 0834, e.g. in hospitals, residential homes for the elderly and senior citizens, care institutions, forensic clinics and prisons

Created by Members of the Committee of Experts for Nurse Call of the ZVEI Safety and Security Division

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1 Introduction

Call and communication systems – also known as ‚Nurse Call Systems‘ – are designed especially to help people in emergency situations, to save lives and to prevent dangers. The complexity of these systems ranges from simple call functionality to complex systems, which are oriented to the requirements of modern care services and which are subject to DIN VDE 0834. This standard has been brought into force by the Deutschen Elektrotechnischen Kommission (DKE) (German Electrical and Electronics Commission) in DIN and VDE in agreement with the European Standards Organisation.

Nurse call systems are call systems with the help of which persons can be summoned or sought or information can be forwarded. Typical for these systems is a variable degree of danger that can occur for the caller or other party if calls are not indicated as the result of a malfunction or malfunctions are not recognised in time. These requirements often exist in:

- hospitals
- homes for the elderly and senior citizens
- retirement homes
- care institutions
- forensic clinics
- prisons
- homes for the disabled
- accessible toilets for the disabled in public facilities

DIN VDE 0834 describes a human environment, in which a person seeking help summons assistance and is therefore applicable everywhere. The standard sets the framework conditions for technical boundary limits, for timing and function procedures and for the interface between humans and the system. Application areas such as hospitals, prisons or homes for the elderly are only listed in the DIN VDE 0834 as examples.

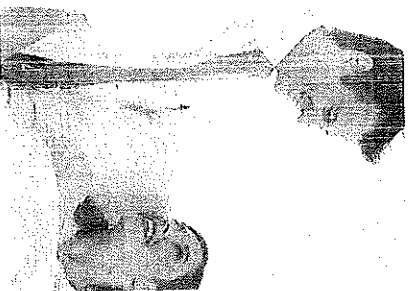
Call systems are independent systems. They possess their own supply or transmission network, independently of third-party systems, that must be controlled and monitored by the devices of the call system themselves. Call system devices may carry out telecommunications, media technology and information technology functions, in order to be able to offer the user (e.g. the patient) a complete, easy-to-use and perfectly matched service package. These functions are, for instance, light control, radio reception, remote control of TV equipment, multi-media, telephone connection and debt collection functions.

According to DIN VDE 0834, call functions must always have unlimited priority over all other services and emergency operation must be guaranteed.

The system must be protected by means of secure cut-off points against the transmission of impermissible higher voltages and must be functionally completely independent of third-party systems that are attached to the call system. The exchange of data with other security and communication systems may only take place via interfaces that are certified by the manufacturer of the call system.

So, for example, the switching off of the auxiliary telephone system, the failure of a TV or short-circuiting of a bed light must under no circumstances have an effect either on the functional capability of the call system or on its functional characteristics.

When using medical equipment or other intensive care devices, the use of the call system does not replace the rules and regulations for the personnel and the duty of care when operating such devices. The system can, however, additionally transmit messages to accelerate observance of calls and alarms.



- The time period between the call release and reaching the personnel responsible must not be longer than five seconds.
- The marking of the presence of personnel in the call area may be used for deleting the call.
- Rooms, which cannot be looked into from the installation location of the presence recognition, such as bathrooms, must be provided with a separate call cancellation.
- Call and operational equipment must not be mounted under a common cover plate together with devices belonging to high voltage units and must be clearly distinguishable from these on the outside.
- For call systems with speech communication, remote cancellation of the call must only take place if a speech connection has actually been established. For calls without speech possibility, remote cancellation must not be possible. These calls may, however, be acknowledged, in order to suppress acoustic call forwarding, as long as an optical indication still occurs.
- The power supply of the system must not exceed 30 V effective value or 60 V direct current. This low voltage must not be used for other systems or devices as well. Exceptions are electronic latching relays for reading light control and call system interfaces to other products. They must be securely connected and must be provided with their own overload protection. On the installer side suitable protective measures against impermissible voltage peaks must be provided.
- All call systems must be supplied with emergency power, which takes over within 15 seconds of the failure of the normal current supply and maintains the operation for a minimum of one hour. With a power failure, existing calls must remain stored as an interim measure for at least 30 seconds.
- Transmission paths of other systems must not be used for the call system.
- Conversely, transmission paths of the call system may be used by other systems if all input and output signals are used via their own interfaces or those approved by the manufacturer of the call system and malfunctions of the third-party system do not affect the call system, i.e. are non-interacting.
- All earth wires connected to the call system must be connected to the same main potential equalisation. If this is not possible, then the individual areas must be electrically isolated from each other.
- Cables that interconnect buildings must be provided with overvoltage protection or be electrically isolated at the exit points.

9



The operation of a call system conforming to standards gives a feeling of security

9

Use	Description	Project notes
Answerable calls	Call from a device with speech possibility by the bed or in the room	In systems with speech communication, calls with speech that have been answered may be remotely cancelled at the place where they were answered.
Non-answerable calls	Call from a device without speech possibility. The call location must be visited.	Calls without speech communication must not be cancelled remotely. Only call acknowledgement is permissible if the call response is monitored by the system.
Bed call	Call by a patient from the call equipment by the bed that can be selectively recognised	Malfunctions that can affect the release, transmission and indication of calls must be reported. The relevant Application Area should be taken into account.
Bathroom/WC call	Call from a bathroom or toilet that cannot be answered	The Protection Area should be taken into account.
Monitoring/diagnostic call	Automatically released emergency call from a monitoring device	The number of sockets per bed should be specified with the operator.
Telephone call	A call released from a telephone extension in the case of absence	Normally, a call to the duty room telephone is forwarded via the call system in the case of absence.
Call forwarding	Forwarding of a call to the location where presence has been marked by the care personnel. The call is acoustically indicated as a minimum. In addition, the call location and the call type can be indicated. Answerable calls may be cancelled after a speech connection (auxiliary answering).	Call forwarding is required when the call system is used in de-centralised mode.
Call cancellation	Termination of the call state by setting of marked presence by means of a cancel button or by remote answering within the framework of the permissible possibilities	The installation locations of the equipment with presence button and the cancel button should be specified.
Call answering	Reaction to a call through the setting up of speech communication to the caller	
Auxiliary answering	Call answering within the framework of call forwarding from locations with set presence marking in patient rooms or function rooms	It should be planned whether and where auxiliary answering is sensible, taking into account the possible forming of care groups.

Use	Description	Project notes
Plug connection	Multi-pin socket by the patient bed for attachment of mobile call devices	The plug connection or bed connection unit can be designed for wall mounting or installation in the medical supply unit (bed service rail).
Bed connection unit	Comprehensive operating and installation unit by the patient bed for attachment of mobile call and monitoring devices	
Corridor indicator lamp	A light with call lamp (red) and presence indicator (green) allocated to and in close proximity to the room (usually near or above the entrance door)	A corridor indicator lamp with a red luminous field (calls) and green luminous field (presence) should be provided in the corridor area above or next to the entrance to the room. Additional luminous fields (white, yellow) for further presences and for additional information are permissible.
Direction lamp	Lamp, which combines the displays of several corridor indicator lamps, in order to direct personnel to parts of the building that are not immediately visible	The call information of several rooms can additionally be indicated collectively in zone, care group and direction lamps.
Zone indicator lamp	Lamp allocated to a ward for collective indication of calls from this ward	The indication occurs thereby taking into account the call priorities in the same way as with the corridor indicator lamps. Instead of zone, care group and direction lamps, numerical or alpha-numerical displays can be used.
Display	Indicator board with alpha-numerically or numerically displayed call indication, usable as a rule instead of zone indicator lamps	All optical displays must conform to the standard DIN VDE 0834. The acoustic signal forms for calls, emergency calls and alarm calls must conform to the standard DIN VDE 0834.
Main answering unit	Device in the staff duty room for showing each call location and for differentiating between call types within a ward. As a rule, every room and every bed can be spoken to and answered calls can be cancelled from an answering unit. General announcements, zone linking and other operational procedures are mostly organised from here.	For each ward unit, a main answering unit should be provided in the duty room. Usually, calls to the telephone in the duty room are forwarded in the call system.
Area answering unit	Device similar to main answering unit, however, higher-ranking and responsible for several wards	Area answering can be necessary for specific types of organisation

Use	Description	Project notes
Zone circuit	Cable connection, which combines several wards with all connections necessary for zone forming	For the line network the standard DIN VDE 0834 applies. The possibility of a mix-up with lines of the low-voltage network or interference should be excluded through pre-defined measures.
Central circuit	<p>a) Cable connection, which combines all wards with all connections necessary for centralised operation</p> <p>b) Cable connection, which connects all wards with central control electronics (central control unit)</p>	
Control unit	<p>Manufacturer-specific central control device that administers and controls the processes of a call system and in which, as a rule, control programs are stored. As with power supplies, control units may only be placed in rooms or function rooms that are dry. They must be easily accessible. Adequate heat dissipation must be provided for. If necessary, forced ventilation should be provided. Functions should be maintained in emergency mode. (In practice, a mix-up with the central answering unit often occurs, since there are also systems by which the control unit is integrated into the central answering unit.)</p>	<p>Messages released in the call system (calls, emergency calls, alarm calls, diagnostic calls, faults) can be forwarded additionally to external communication systems, in order to fulfil organisational requirements, taking into account DIN VDE 0834. From experience, timely clarification of the responsibilities with mutual agreement about the type and scope of the forwarding is needed.</p> <p>Warning: With technical faults of these third-party systems, there is an unacceptable significant danger to the caller when such faults are not intercepted organisationally and technically.</p>
Communication interface	Manufacturer-specific interface between call system, pager, DECT or telecommunications systems	
Protocol interface	Manufacturer-specific interface between call system, pager, DECT or telecommunications systems	Logging of events for external evaluation, e.g. accounting or statistics. Use should be agreed with the operator.

3.2.1 Mounting Height, Mounting Location and Conditions

According to DIN VDE 0834, the devices of the call system must be mounted at the following heights above the floor:



Particularly important is the feel

On account of voltage drops, the power supply should be installed near the largest user where possible.

- **Operational devices (with or without indicator lamps)**
0.7 m to 1.5 m (e.g. call or cancel push-buttons). For call switches in bathrooms the special requirements of 'barrier-free living' should be taken into account. Pull cords must also be reachable here, for instance, by persons lying on the floor.

- **Others**
Presence buttons and call devices must be mounted where they are easy to reach and where confusion with devices from other systems is not possible.

- **Operational devices with text displays**
1.5 m to 1.8 m (e.g. terminals with displays). The mounting locations should be chosen so that they do not receive any direct sunlight.

Devices of the call system (presence buttons or call buttons) and devices of the low-voltage network (e.g. switches, sockets) must not be covered with a common cover plate and must be unmistakably different.

- **Devices in installation units**
1.6 m to 1.8 m (e.g. medical supply units)

- **Indicator lamps and large text displays**
1.5 m to 2.2 m

In WCs and bathrooms the special provisions of DIN VDE 0100 must be observed. In these rooms only those devices suitable for these rooms must be installed. For this the manufacturers' own notes must be taken into account, which particularly indicate the devices for installation in WCs and bathrooms. Call switches or similar in shower cubicles must be fitted a minimum of 20 cm above the highest possible position of the shower head. The pull cord should not be more than 20 cm from the top edge of the floor, so that persons lying on the floor can reach the pull cord.

Terminals with displays must be placed well within the field of vision.

Corridor indicator lamps are mandatory and must be clearly identifiable with the rooms (as near as possible to the door) and also clearly recognisable from a long distance.

For protection against electric shocks, Application Areas 1 and 2, the required protection measures for these rooms – according to VDE 0107 – must be used.

The central control unit may only be operated within an environmental temperature range of 0°C to 40°C. Here an air-conditioned room must be given preference in individual cases.

All optical indicator equipment must be mounted so that their detectability is not influenced by extraneous light. It is left up to the user whether to also place these corridor indicator lamps in design-oriented modules (e.g. door or nameplates), if the prescribed parameters are adhered to.

3.2.2 Handling

All devices must be protected from direct moisture.

The system components of electronic devices

are normally fitted with components that can

be destroyed through electrostatic charge.

Every direct contact with such components is

therefore to be avoided. Devices and resour-

ces of the call system must not be installed

in rooms with damaging effects on telecom-

munications equipment (e.g. bathrooms or

chemical laboratories). If devices are installed

in such rooms, they must be specially desig-

ned for these environmental conditions.

When exchanging fuses, only original fuses according to the specifications of the manufacturer must be used. The cause of the trigger must be ascertained.

When connecting the devices, the tool recommended by the manufacturer must be used, in order to avoid damage to the connection terminals.

Further notes about the installation and function checking can be found in the manufacturers' documentation and in DIN VDE 0834.

3.3 Recommended Installation Steps

Depending on the hospital/prison and on the requirements, call systems for centralised, decentralised or combined operation are used.

Installation sequence:

When a central control unit (central distributor) is installed, this should be done at the beginning of the installation work. After that, the installation of the call system takes place ward-by-ward. That is, each ward is installed and commissioned individually and successively.

The installation steps for a ward in overview:

1. Decide on the installation site
2. Position the flush-mounting boxes
3. Lay the cables
4. Connect up the plug and terminal connectors
5. Install power supply unit and check the current supply
6. Connect up the room terminals
7. Check the room installation
8. Connect up the control unit
9. Commission the main answering unit
10. Check the ward installation

3.4 Commissioning

Before commissioning of the call system, a final inspection according to the directives of DIN VDE 0834, Section Inspection, should be carried out by an expert for call systems. Acceptance inspections of sections of the call system may also be carried out in the course of the construction process.

An expert is a person who has trained specialist knowledge in order to set up and test a call system according to the valid standard and to certify its operational capability.

4 System Operation

4.1 Preliminary Notes on Operation

The operator of a call system in hospitals, care homes, care wards and similar institutions or in prisons must be 'a trained person' within the meaning of DIN VDE 0834 or must delegate a trained person.

The operator or the delegated person must autonomously take responsibility for ensuring that the personnel, in particular the care personnel, have adequate knowledge of the tasks, functions and operation of the call system. For this, regular training should be carried out and documented. The operator

must also ensure that indications of interference with the permanent state of readiness or functional irregularities are reported by the personnel and inspections are carried out.

The connection of devices and operating resources foreign to the system (e.g. electrical medical devices) may only be carried out by personnel specially trained for this. Pluggable devices for call release, e.g. patient handsets, must be checked for correct functioning of the call release every time they are plugged in.

4.2 Fault Reporting

The personnel (in particular the care personnel) must report functional irregularities as well as failures and malfunctions of individual components of the call system to the operator or the person delegated by the operator without delay, in order that the problem can be resolved immediately.

All incidents arising must be recorded successively by the operator or the person delegated by the operator in one of the log books available by the call system.

4.3 Rectification of Faults

When faults occur in a call system, these must be investigated and repaired without delay by the call system specialists. The repair work must start within 24 hours of reporting of the fault. The repair work must be carried out in such a way that the downtime for the functioning of the devices and system parts is kept as short as possible.

After completion of the work, a function test of the interference-suppressed, repaired or replaced device or system part must be carried out by a specialist.

All repair measures must be recorded in the log book of the call system by the specialist delegated to rectify the fault.

The timely and professionally carried out maintenance should be guaranteed through a service and maintenance contract between the operator of the call system and the maintenance contractor, in order to guarantee the fastest possible effective fault clearance.

5 Maintenance

5.1 Preliminary Notes on Maintenance

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The call systems dealt with in this information document support the effective and comprehensive care of the sick, residents in homes and prisoners. The distinctive indicator for the application is always the – subjective or objective – greater or lesser degree of danger to the caller or a third party at the time the call is initiated. These particular operating conditions require full availability of the call systems at all times of the day and night.

Modern call systems also form a complex and extensive network of microcomputers, whose reliability and proper maintenance can only be guaranteed by the use of specially trained experts.

The three components for maintenance: inspection – maintenance – repair guarantee the availability in an excellent way, since wear and tear, errors and faults in the system can be recognised early and suitable countermeasures can be undertaken immediately.

5.2 Responsibility for Maintenance

The responsibility for maintenance lies with the operator of a call system. The operator should guarantee the proper maintenance of the call system according to DIN VDE 0834 with respect to the time and expert fulfilment.

The operator can transfer the responsibility to a specialist company. Hereby the necessary replacement parts logistics and the availability must be taken into account. 1

5.3 Inspection of the System

The inspection of the system consists first of the inspection of the log book of the system to ascertain the maintenance history and possible existing defects. Then the functioning of the installed devices is checked, including a visual inspection for mechanical damage.

Inspections should be carried out at least four times a year at approximately regular intervals.

The following should be checked for the intended functionality:

- Call buttons and mobile devices for call release, which are provided for use by patients or prisoners
- Indicator lamps and acoustic noise generators
- Power supplies, adherence to parameters

At least once a year the following should also be checked for the intended functionality:

- All other devices for call release, call cancellation and presence indication
- All other indicator installations
- All installations for call answering including possible speech paths, volume, speech clarity

Attention should be paid to undocumented changes to the system.

The inspections carried out as well as their results should be documented in the log book of the system by the expert delegated to carry out the inspections. They form the basis for possible necessary repairs.