



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 13/10/2023
Closing Date: 23/10/2023
Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: St Francis Hospital
Province: KwaZulu-Natal
Department of entity: Department of Health
Division or section: Central Supply Chain Management
**Place where goods/
service is required:** **ST Francis Hospital**
Date Submitted: 12/10/2023

ITEM CATEGORY AND DETAILS

Quotation number: ZNQ :STF50/2023/24
Item Category: Services
Item Description: Installation of cameras
Quantity (if supplies):

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Site Meeting
Date: 18/10/2023
Time: 10H00
Venue: Dinning hall

QUOTES CAN BE COLLECTED FROM: Departmental website.

QUOTES SHOULD BE DELIVERED TO: ST Francis at main gate

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: T. Mlaba

Email: N/A-

Contact number: 035 873 0203 x 1041

Finance Manager Name: M.P. Sithole

Finance Manager Signature 

BIDDER'S DISCLOSURE

1 PURPOSE OF THE FORM

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

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

2 BIDDER'S DECLARATION

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

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

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

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

2.2.1. If so, furnish particulars: _____

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

2.3.1. If so, furnish particulars: _____

3 DECLARATION

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

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

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

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

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

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

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

1 Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into 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

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:
- 14.1.
- (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: 2023 / 10 / 16 Time: 10 : 00 Place: DINNING HALL

<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.

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:

$$\begin{array}{ccc}
 \text{80/20} & & \text{90/10} \\
 \text{Ps} = 80 \left(1 - \frac{\text{Pt} - \text{Pmin}}{\text{Pmin}} \right) & \text{OR} & \text{Ps} = 90 \left(1 - \frac{\text{Pt} - \text{Pmin}}{\text{Pmin}} \right)
 \end{array}$$

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:

$$\begin{array}{ccc}
 \text{80/20} & & \text{90/10} \\
 \text{Ps} = 80 \left(1 + \frac{\text{Pt} - \text{Pmax}}{\text{Pmax}} \right) & \text{OR} & \text{Ps} = 90 \left(1 + \frac{\text{Pt} - \text{Pmax}}{\text{Pmax}} \right)
 \end{array}$$

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: _____



PARTICULARS OF QUOTATION

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: ST FRANCIS HOSPITAL

FACSIMILE NUMBER: N/A E-MAIL ADDRESS: N/A

PHYSICAL ADDRESS: MASHONA RESERVE , MAHLABATHINI

QUOTE NUMBER: ZNQ / STF / 48 / 2023 . 24 VALIDITY PERIOD: 90 DAYS

DATE ADVERTISED: 13/10/2023 CLOSING DATE: 18/10/2023 CLOSING TIME: 11:00

DESCRIPTION: REPLACEMENT OF FLOOD LIGHTS

CONTRACT PERIOD (IF APPLICABLE): ONCE-OFF

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS):
ST FRANCIS HOSPITAL AT MAIN GATE

ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO:

CONTACT PERSON: T.MLABA TELEPHONE NUMBER: 035-873 0203 X 1042

E-MAIL ADDRESS: N/A

ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: M.P. ZIBANE TELEPHONE NUMBER: 035 - 873 02 03 X 1024

E-MAIL ADDRESS: _____

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

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

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

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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

NAME OF BIDDER: _____

E-MAIL ADDRESS: _____

POSTAL ADDRESS: _____

STREET ADDRESS: _____

TELEPHONE NUMBER: _____ FACSIMILE NUMBER: _____

CELLPHONE NUMBER: _____ SARS PIN: _____

VAT REGISTRATION NUMBER (if VAT vendor): _____

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. _____

M	A	A	A						
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UNIQUE REGISTRATION REFERENCE:

						-						-											
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OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01

QUOTE NUMBER: ZNQ / STF / 48 / 2023 24

DESCRIPTION: REPLACEMENT OF FLOOD LIGHTS

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 MANUFACTUR E	PRICE		
						R	C	
	ONCE-OFF		REPLACEMENT OF DAMAGED FLOOD LIGHTS AND POLES					
			SPECIFICATION ATTACHED					
			DUE TO NETWORK CHALLENGE PLEASE DO NOT FAX/ EMAIL QUOTATIONS ONLY HAND DELIVER IS ALLOWED					
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 interest¹ in the enterprise, employed by the state? YES / NO

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

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

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

2.2.1. If so, furnish particulars: _____

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

2.3.1. If so, furnish particulars: _____

3 DECLARATION

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

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

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

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

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

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

1 Definitions

The following terms shall be interpreted as indicated:

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

2 Application

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

3 General

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



4 Standards

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

5 Use of contract documents and information; inspection.

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

6 Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7 Performance security

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

8 Inspections, tests and analyses

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

9 Packing

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

10 Delivery and documents

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

11 Insurance

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

12 Transportation

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

13 Incidental services

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

14 Spare parts

- As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 14.1.
- (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: 2023 / 10 / 18 Time: 10 : 00 Place: DINNING HALL

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

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:

$$\begin{array}{ccc}
 \text{80/20} & & \text{90/10} \\
 \hline
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{OR} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

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:

$$\begin{array}{ccc}
 \text{80/20} & & \text{90/10} \\
 \hline
 P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{OR} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

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



4. POINTS AWARDED FOR SPECIFIC GOALS

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

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.**

The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
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.

<p>_____</p> <p>SIGNATURE(S) OF TENDERER(S)</p> <p>SURNAME AND NAME: _____</p> <p>DATE: _____</p> <p>ADDRESS: _____</p> <p>_____</p> <p>_____</p>



KWAZULU-NATAL PROVINCE

**HEALTH
REPUBLIC OF SOUTH AFRICA**

TERMS OF REFERENCE

APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO SUPPLY&INSTALL AN INTEGRATED IP CCTV SYSTEM AT ST FRANCIS HOSPITAL, KZN DEPARTMENT OF HEALTH.

1. PURPOSE

The purposes of this specification are to get a suitable service provider to supply and install an Integrated High Definition, Internet Protocol Close Circuit Television System at St Francis Hospital, KZN Department of Health.

2. PROJECT IMPLEMENTATION TABLE

PROJECT PHASE	PROJECT PERIOD
Installation of a HD; IP CCTV system(supply, installation, commissioning and training)	2 weeks/14 days calendar period
Guarantee period on the Installed integrated IP CCTV which includes (repairs and workmanship on breakdowns at no additional cost) 3 years warranty on cameras will commence from the installation date)	12 months/1 year
Maintenance (after guarantee period) NB! KZN Health reserve the right to exclude the maintenance contract on awarding to the successful bidder)	24 months
Project life span (inclusive of installation, guarantee and maintenance contract)	36 months

3. BACKGROUND

The scope of work is summarised as follows:

- I. To Supply, Install and commission IP CCTV systems;
- II. To Integrate existing analogue CCTV system where applicable,
- III. Train the operator to use the new CCTV systems; and
- IV. Repair; replace fixtures (eg cameras, cables, conduits, etc) and workmanship at no additional cost during the guarantee period from the date of commissioning and handing over to St Francis Hospital Maintain and repair the system for a period of 24 months after guarantee period(; and

V. KZN Department of Health reserve the right to extend the maintenance contract for an additional 24 months

4. GENERAL PROVISIONS APPLYING TO THE SYSTEM AND STANDARD SPECIFICATIONS

Although not bound in nor issued with this document, the latest issues of the following standards and specifications listed hereunder shall form part of the installation compliance of this Contract:

a) Occupational Health and Safety Act, ACT 85 OF 1993

SANS NUMBER	TITLE	ABSTRACT
SABS-0222-5-2	CCTV Installation Guidelines	Guidelines for the installation of CCTV systems
SANS 10222-5-1-1	Electrical security installations Part5-1-1: CCTV installations CCTV surveillance systems for use insecurity applications Operational requirements	Provides a method for analysing and documenting the needs of end users of CCTV surveillance systems. Contains a statement of needs based on a thorough and systematic assessment of the problems to be solved and the resultant desired solutions, provides guidance on writing information checklists and illustrates how these can be applied to the acquisition, installation and management of a CCTV surveillance system.
SANS 10222-5-1-2	Electrical security installations Part 5-1-2: CCTV installations CCTV surveillance systems for use in security applications System design requirements	Gives recommendations for the general design requirements for CCTV surveillance systems used in security applications.
SANS 10222-5-1-3	Electrical security installations Part 5-1-3: CCTV installations CCTV surveillance systems for use insecurity applications - Installation, planning and implementation requirements	Gives recommendations for the planning and installation of closed circuit television (CCTV) equipment comprising of camera(s) with monitor(s), video recorder(s), switching control and ancillary equipment for use in security applications.
SANS 10222-5-1-4	Electrical security installations Part5-1-4: CCTV installations - CCTV surveillance systems for use in security applications - Testing, commissioning and hand-over requirements	Gives recommendations for the testing, commissioning and hand-over of CCTV systems used in security applications.
SANS 10222-5-1-5	Electrical security installations Part 5-1-5: CCTV installations – CCTV surveillance systems for use insecurity applications – Maintenance requirements	Gives recommendations for the maintenance of closed circuit television (CCTV) equipment comprising cameras, monitors, video recorders, switching control and ancillary equipment for use in security applications
SANS 10400	The application of the National Building Regulations	To provide guidelines and compliance with the building regulations

4.1 GUARANTEE

- a) The Contractor shall fully guarantee and provide fully comprehensive guarantee list per each component of the system from the date of notice of the completion of installations.
- b) The guarantee shall cover all costs for Warranty Service, e.g. including parts which are readily available in South Africa and delivery etc.
- c) Maintenance plan and licence fees must be supplied (renewable) e.g. service technician, turn-around response, pick-up, transportation etc.

4.2 DELIVERABLES

Please note the following deliverables:

- a) Supply, install and commission a HD IP CCTV System;
- b) Integrate existing analogue CCTV system where applicable;
- c) The functionality and reliability of all communications, cables, batteries, surge protection; settings, adjustments, equipment, etc. shall be installing correctly; and
- d) Training shall be provided to the operators and managers. Exceptions shall be explained and rectified.

5. GENERAL INSTALLATION REQUIREMENTS OF THE CCTV CAMERAS

NB: All installations must be mapped on an electronic and paper solution plan, including the wiring colour and marking used on the wires and specifications of all systems used. The electronic plan must be compatible with Microsoft products and these records will be the client's property, and must be editable to update any future changes and installations. The service provider must update the plans every time any updates and/or changes are made. All systems must have redundancy system in place including wiring. All systems used must be accessible on South African open market and of high quality and SANS approved.

All security system data reports must be compatible with Microsoft products. The client may use security specialist to verify the submitted proposals, and may verify hardware/software and security system used. The client also may conduct site visits of the proposed service provider.

NB: The CCTV system must be designed to allow for future expansion and integration of other electronic security systems (adding additional cameras, monitors, NVRs, etc.)

5.1 Security Systems

All hardware and software must be supplied by a service provider, including back-ups and redundancy systems. All computer systems installed must be new and the service provider must provide an acceptable maintenance and repair/replacement plan for the computer systems for the maintenance period, including a software restoration plan. The security system must have a data backup system in place, and backups must be done on a daily basis.

5.2 Equipment

- a) All equipment and components shall be new, of high quality, the most recent models and

suitable for the application. Special attention shall be given to the availability of spare parts and support for at least 5 years.

- b) Power over Ethernet (PoE). Plug-to power supplies will only be allowed if it is not possible to feed a unit from a fixed power supply. Plug adaptors will not be allowed.
- c) Fast, accurate, reliable, high quality image capture.
- d) All cameras installed at access points to the buildings must allow for facial recognition both on entry and exit.
- e) Avoid installing cameras too high above the subject thus preventing 'tip-of-head' video images

5.3 Environment

- a) Ensure that all components are properly protected against possible environmental conditions and tampering by patients.
- b) Waterproof, anti-dust protection.
- c) Operating temperature shall be -10 to 60 C and -5 -95% none condensing.
- d) Operate in low light 0.5 Lux with colour picture
- e) All galvanising shall be heavy, hot dipped galvanising suitable for high corrosive areas. Painting and finishes shall also be suitable for high corrosive areas.
- f) All screws, bolts, supports and other components shall be galvanised, stainless steel or shall be protected by another suitable method against the corrosive environment.

5.4 Competent Persons

It is definite requirements that competent technicians and engineers be used to install the systems. A second person (as a standby) with similar qualifications and experience shall be identified in case the preferred person cannot attend to a problem. The names, qualifications and experience of the persons shall be submitted to the Department for approval.

The systems require competent persons with in-depth experience of the following fields:

- a) Electronic systems.
- b) CCTV Security systems.
- c) Hardware and software setup and configuration.

6. LABELLING & SIGNAGE

6.1 Labels

All equipment shall have a unique number on a permanent label and fixed to the equipment, design and operating information.

The following information shall be indicated at each piece of equipment:

- a) The battery type and size. (next to the batteries)
- b) The sizes of all the fuses. (next to the fuses)
- c) The service provider must provide Nkandla Hospital with a comprehensive inventory list (including the serial number and area installed) of all cameras, switches, monitors, NVR, computers, etc.
- d) Complete schematic, wiring diagrams and operating instructions shall be laminated and fixed on the inside of all enclosures, kiosks and cabinets or on the wall next to a system.

6.2 Cable numbers

All cables shall be marked and neatly enclosed in conduit. At least the following requirements shall be met: Cables shall be numbered as follows:

- a) Cables shall be numbered with permanent labels fixed to the cables.
- b) Cables numbers shall be installed at each end of the cable, in each manhole and on each side of sleeves or other penetrations.
- c) A detailed cable schedule must be drawn up and submitted to the Department.

7. SYSTEM FEATURES

7.1 Cable Sleeves, wire ways, conduits and fixings

- a) All cable sleeves, wire ways, cable trays and conduits required by the security installation form part of the contract.
- b) The Contractor shall be responsible to ensure that the requirements of the security installation with regard to the cable sleeves, raceways and conduits shall be met.
- c) The Contractor shall provide detail layout drawings for the all cable sleeves, raceways, cable trays and conduits required by the security system for acceptance by the Department.
- d) The cable sleeves, raceways and conduits must conform to the current cable sleeves, raceways and conduits installed in the buildings.
- e) Protect cable ends at all times with acceptable end caps except during actual termination.
- f) Cable layout shall not be integrated with the Departments Information Technology (IT) cable layout infrastructure.

7.2 Sleeves

- a) PVC sleeves shall not be accepted. Only corrugated cable sleeves shall be used.
- b) The Contractor shall seal the ends of all sleeves with a non-hardening watertight and fireproof compound after the installation of cables. All sleeves intended for future use shall likewise be sealed.
- c) The position of sleeves shall be permanently marked on curbs, paving or other suitable surface.

7.3 Conduits

- a) Concealed conduits may be PVC, but exposed conduits shall be heavy galvanised steel. Only spacer saddles shall be used to fix conduit.
- b) The Contractor shall provide draw boxes in all conduits runs exceeding 25m, every 25 metres and after every two bends.
- c) Outdoor cable runs should be housed in UV-proof conduit.

7.4 Wire ways

- a) All wiring used must be clearly marked, where it connects, and on the inside of the control box where it connects, indicating at minimum the purpose, and to what system the wire is connected to.
- b) All control boxes installed must be lockable and have locks and keys.
- c) Concealed trunking may be PVC but exposed trunking shall be painted steel or heavy galvanised steel.
- d) Small PVC trunking may be used for short runs close to installed equipment.

7.5 Cabling and Cable Trays

- a) Heavy galvanised wire mesh cable trays may be installed in equipment rooms and other

concealed areas.

- b) All cabling to be neat and enclosed in conduit.
- c) Fibre optic cable shall not be subjected to any bend of less than an eight (8) inch radius.
- d) Avoid cable joins and avoid over-tightening cable-ties.
- e) Outdoor cable runs should be housed in UV-proof conduit.
- f) In lighting prone areas, install surge protection devices.
- g) Under no circumstances shall double sided tape be used anywhere on this installation for whatever purpose.

7.6 Fixings

- a) All conduit, wire ways and equipment shall be fixed with suitable screws. No glue or double sided tape fixing shall be acceptable.
- b) All fixings shall be according to the fixing supplier's recommendations for the type of surface that items are fixed to.

8. SYSTEMS FEATURES AND STANDARDS

8.1 Cameras

- a) Only high quality static, HD IP dome/swivel dome and/or Bullet type cameras and lenses must be installed (auto-iris and auto-focus lenses only).
- b) All cameras must be infrared and provided with motion detection to prevent unnecessary recording.
- c) FHD & HD and smooth picture, 1080p@30fps
- d) Composite monitoring, (Designing of the Optimum Viewing Distance where necessary)
- e) Low illumination, 0,05 with colour picture
- f) The cameras must allow for the cabling to exit from the rear end of the camera housing to prevent tampering of the cabling.
- g) Resolution generated by cameras must not be compromised.
- h) The system should be vandal resistance.
- i) All cameras must come with a **3 year warranty**
- j) The IP Camera must be compatible to support advanced analytics software.
- k) The IP Camera must support redundant recording by streaming to multiple recorders at the same time.
- l) Should be able to detect motion based on localized area, object size & direction
- m) It must be possible to reset a unit back to Factory Default configuration without losing IP address information.

8.2 Network Video Recorder (NVR)

- a) Each NVR must be able to accommodate a minimum for 32 Cameras and minimum external hard Drive storage of 8TB.
- b) The NVR must be able to store images for a period of at least three weeks/21 days on the external Hard Drive
- c) The monitoring image quality must be minimum of 1080P (1920x1080).
- d) The NVR should allow for analytic view.
- e) Digital time lapse/real time recorders
- f) The NVR must allow for rotation of cameras view at 5 to 8 seconds per frame and be able to enlarge a specific frame for full viewing.
- g) All NVR must come with a **3 year warranty**
- h)

8.3 Monitors

- a) The LED HD monitors/Screen should not be less than 32" and must be wall mounted for easy viewing.
- b) The maximum frames on the monitor must not exceed 16 cameras
- c) 2 Monitor will be used for static view of critical/high risk areas.
- d) 1 Monitor for displaying of maps, graphs and floor plan.
- e) All monitors/screens must come with a **3 year warranty**

8.4 Switches

The switches must comply with the following:

- 50% spare port capacity.
- The switch should not be less than 12Gb/s for a 24 port switch and 17 GB/s for a 48 port switch.
- The forwarding rate shall at least be 9Mbps for a 24 port and 13Mbps for a 48 port switch.
- Operating temperature of 0°C to 50°C.
- Suitable for 24h full capacity duty cycle.

8.5 Operator/Client Workstation

- CPU: Intel i7 4790
- RAM: 8GB
- Network: Ethernet (1000Base-T)
- Graphics card: 2GB Graphics Card
- Disk: 120 GB SSD
- OS: Windows 10 64 bit

8.6 Operating Temperature/humidity

-10 to 60 C

-5– 95% non- condensing

8.7 Housings

- a) Location indoor and outdoor.
- b) Vandalism resistant and total weight to be considered.
- c) Sufficient physical space for the camera, lens, electrical wiring and enough room to make the connections and allow for the future maintenance.
- d) Aluminium or rustproof and mounted onto load bearing points.
- e) Variation in temperature and washer camera housing.
- f) Intrinsically safe and highly corrosive.
- g) Cabling must exit from the rear of the cameras with protective housing.
- h) The CCTV-camera system must be maintained regularly during the guarantee period at least once quarterly.

8.8 Mounting

- a) Flat surface;
- b) Mounting plate must accept not less than four screws or bolts;
- c) Outdoor applications shall be in a weather-proof, ultra violet resistant housing.

8.9 Dry wall

Plugs or butterfly nuts may be used.

8.10 Brick wall

Expansion bolts or chemical bolts are acceptable

9. TRAINING

- 9.1 The service provider shall supply personnel to train identified Departmental employees on the operation of the system installed.
- 9.2 A training program shall be designed to provide a comprehensive understanding and the basic level competency with the system. It shall be sufficiently detailed to allow Departmental personnel to operate the system independent without any outside assistance and the training information should be inclusive in the system manual.
- 9.3 There must be a 24 hour call centre to provide technical support to the operator/end user of the CCTV system and/or a technician is available twice a week for a period of (6) six months to assist the ender user with any operational challenges. This should not be any additional call out cost for this purpose to KZN Health.

10. EARTHING, BONDING AND LIGHTNING PROTECTION

- a) The Contractor will be responsible for all earthing and bonding of the equipment supplied under this contract.
- b) The earthing and bonding of equipment is to be carried out strictly as described in the standard specifications and to the satisfaction of the Department.
- c) The Contractor shall provide high quality lightning protection equipment to protect the security equipment. The earthing and bonding shall be suitable for the lightning protection.
- d) The cost of earthing and bonding shall be included in other rates.
- e) All equipment must be guaranteed against lightning damage, and where damaged by lightning, maintenance and repairs will be for the cost of and the responsibility of the Contractor during the **guarantee/warranty period**.

11. OTHER WORK

- a) Construction and electrical works required for the contract should be carried out by persons registered with the CIDB or relevant regulatory bodies. The Contractor is however responsible to identify the work to be done by others and to inform the appropriate parties that the work needs to be done. The Contractor shall also follow up on the progress of the work and expedite the work if necessary.
- b) It is the responsibility of the Contractor to confirm that the quality of the work by others is acceptable for the security contract.

11.1 Builder's work

- a) Builder's work, holes, painting, making good, etc. required for this work forms part of this specification and must be allowed for in the rates.
- b) No cutting of structural concrete will be permitted unless the permission of the Department has been obtained beforehand in writing.
- c) The Contractor shall take care that all pipes, other electrical equipment and accessories to be chased, are firmly fixed in position in a manner acceptable to the Department.
- d) The Contractor shall be responsible for the making good (including painting, plastering and patching) of all chases and openings in building work after equipment has been positioned.

11.2 Electrical work electrical requirement

- a) The electrical supply to the components of the system shall be supplied by others at 240V AC \pm . Any electrical cabling and wiring from electrical supply to the equipment forms part of this contract. **The contractor must appoint a qualified and licenced electrician to perform any electrical work which must be inclusive in the pricing.**
- b) The power supply should comply with the Electrical Regulations and the SANS
- c) All electrical equipment shall be provided with a substantial earth terminal to which all metal parts are connected.
- d) All cabling must be housed in the existing trunking in the buildings. Where it is not possible for cabling to be routed in the existing trunking it shall be routed in YT 2 trunking where only machine bends will be acceptable.
- e) Any trunking shall be secured to walls by means round head brass screws and the correct inserts shall be installed at intervals of not more than 350mm.
- f) A UPS back up must be installed as part of the system and must be able to ensure that the system will work for at least 60 minutes during a power failure.
- g) Bidders must follow installation electrics in accordance with SANS 0142, certificate of compliance for electrical installations.
- h) All electrical equipment shall comply with the compulsory specification for the safety of electrical appliances as published in Government Gazette no 7464 under notice 466 of 1981.
- i) All electrical work is to be effected by, or under the direct supervision of, a licensed electrician.
- j) Ensure proper cooling or ventilation for power supplies

11.3 The bidder must submit the following requirements with the bid:

- a) Certificate of compliance with respect to safety requirements and quality assurance of the compulsory specification
- b) Submit the PSIRA registration certificate of the company and the project team members
- c) Submit the CIDB registration certificate of the company (General Building-GB, Civil Engineering-CE and Electrical Engineering-EB)
- d) The business must have minimum (3)three relevant experience in installation of electronic security systems(IP& analogue CCTV systems, Security alarms, Biometric access controls systems and security software configuration)
- e) The project team utilised must have a minimum of (3) three years' experience in installation of CCTV systems, software set-up and configuration.
- f) The Curriculum Vitae including certified qualifications and certificates of the directors and the project team members that will be utilised for the project must be submitted with the proposal.
- g) References and contact details relevant to similar CCTV systems projects.
- h) A comprehensive project plan must form part of the bid which must outline the following:
 - should provide for how the service provider will submit the layout plans of the electronic security system
 - timeframes for reporting on progress and dealing with shortcoming,
 - the type of equipment/product that will be utilised,
 - the capabilities and skill of its Human Resources,
 - the testing and commissioning of the CCTV systems,
 - the training strategy of KZN Health personnel,
 - Minimum disruption of Health Care Services during installation, and
 - A comprehensive maintenance plan strategy.

NB: Failure to submit the above documents with the bid will result in being disqualified.

11.4 Mechanical work

Fans and air conditioning units will be supplied by the contractor according to the requirements of the control room where applicable.

11.5 Civil work

The security contractor is however responsible to repair areas immediately around the areas that he works. The cost for this should be included in the contract rates.

12. VOLTAGE SURGES

- a) All damage caused by voltage surges must be fixed under this contract at no additional cost. No claims for voltage surge damage will be considered.
- b) Please note that the installation areas may have high incidences of lightning and voltage surges must therefore be expected.
- c) The Contractor is advised to check the surge protection and earthing and install or replace the surge protection equipment on the systems and to regularly check the surge protection equipment for proper operation.
- d) The Contractor shall use the services of a surge protection specialist to determine what surge protection is required and to what standard the surge protection should be installed.
- e) The Contractor will be responsible for all earthing and bonding of the equipment supplied under this contract.
- f) The earthing and bonding of equipment is to be carried out strictly as described in the standard specifications and to the satisfaction of the Departments representative.
- g) Back-up emergency power supply should be provided

13. SOFTWARE & HARDWARE

All software supplied shall comply with the following:

- a) Software shall be supplied with installation CDs. Copies of the installation CDs shall be in the manuals and shall kept in the control room.
- b) The licensed of software must not be limited for the required number of users.
- c) Software and hardware licenses shall be permanent i.e. the licenses shall not expire, stop working after a period or attract an annual fee.**
- d) Any annual maintenance fees should be included as part of the maintenance rates.
- e) Setup and configuration information of the operating systems and application software shall be properly documented in the manuals so that it will be easy for another person to set up and configure the system.
- f) Software must be updated/upgraded should a new version become available however it must not interfere with the systems operations.
- g) The system shall provide a graphical user interface (GUI) which enables users to easily see all resources (Cameras, Audio components, databases, Inputs, Outputs, Layouts etc.) on a complete site, and shall not be limited to specific I.P Network Video Servers
- h) The user shall be able to customise the monitors so that they can view different components (e.g. maps, cameras, integration data etc. on different monitors, or on window "tabs" on the same monitor.

14. SECURITY MEASURES

- a) All software programs, computers, networks and associated equipment shall be protected by suitable encryption and password structures to ensure that only authorised persons have access to the systems and software.
- b) Firewalls, passwords, keys and data encryption shall be used on all possible external links to

the computer systems and networks. External links include WLAN, GSM, Internet, telephone systems, etc.

- c) A suitable password structure shall be put in place to limit the functions that a person can perform on the systems. At least the following structure shall be implemented:
- d) **Administrator level:** Software and system maintenance including configuration i.e. no restrictions.
- e) **Supervisor level:** This level will allow a supervisor to change some settings, create reports, make backups, etc.
- f) **Operator level:** This level will allow viewing, writing DVDs, printing reports and other operator functions.
- g) **Viewing level:** This is the default level and only allows basic viewing functions.
- h) Damage caused by negligence of a KZN Health employee performing unauthorised functions such as games, videos and music shall be repaired by the contractor at the cost of KZN Health.

15. SPECIAL TESTING OF AN INSTALLATION

- a) The Department may at any time inspect any part of the entire installation at his discretion order special tests to be carried out on complete installations, to verify the satisfactory functional condition of the installation.
- b) The Department reserves the right to select at random equipment and trade practices to be tested for compliance with specifications as specified in this Contract document.
- c) The Contractor shall provide all equipment, tools and instruments required for testing.
- d) The Contractor shall respond to a breakdown registration by travelling to Site to evaluate the breakdown (scope of repair work), estimate the realistic downtime and provide feedback to the Department.
- e) The delivery time of a new component/subassembly/machine or spares required for the repair of the defective component/subassembly does not enable the Contractor to successfully complete the repair work within the maximum breakdown down-time allowed

16. COMMUNICATION PLAN DURING THE GAURANTEE PERIOD

- a) The plan will provide, after agreement between the Contractor and the Department, including a communication and complaint logging procedure.
- b) The Contractor must be available 24 hours a day 24/7 365 days a year, with a max turnover of 1 hour for calls and a 8 hour max repair time.
- c) The Contractor shall establish a telephone and fax line and a cellular telephone connection to ensure that he/she can be reached at any time.

17. SPECIAL CONDITIONS OF CONTRACT(BY THE END-USER)

- a) The General Conditions of Contract issued by National Treasury as part of Supply Chain Practice Note 1 of 2003 will apply. No amendment to the General Conditions of Contract is allowed. The successful bidder (s) contracts will, in addition, enter into a Service Level Agreement, which will include the following conditions:
 - Quarterly assessment of the performance;
 - Penalties for poor performance;
 - Provisions for Penalties;
 - Communication with the appointed **KZN Health** contract officer;
- b) The Department reserves the right not to award the bid.

- c) Staffing requirements will be identified at the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the **KZN Health**.
- d) No material or information derived from the provision of the services under the contract may be used for any other purpose except for those of the, except where duly authorized to do so in writing by the **KZN Health**.
- e) Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in **KZN Health**.
- f) The successful Service Provider agrees to keep confidential all records and information of, or related to the project and not disclose such records or information to any third party without the prior written consent of **KZN Health**.
- g) The contractor is responsible to provide a shed to store all his equipment and tools. The KZN Health will not be held liable to safeguard the property of the contractor while such property is on KZN Health premises.
- h) Registration on the KZN Suppliers' Database.
- i) Over and above the awarding of preference points, the following activities will be regarded as a contribution towards achieving the goals of the Reconstruction and Development Programme. (Published in the Government Gazette No 16085 dated 23 November 1994) and will be taken into consideration during the evaluation and awarding process.
 - a) the promotion of enterprises located in the Province of KZN; or
 - b) the promotion of companies located in the District the bid, or
 - c) the promotion of companies located in a municipal area for services to be rendered in that municipal area

18. **PRICING SCHEDULE**

EQUIPMENT	MAKE	COST PER UNIT	COST PER QUANTITY
34 x 2 MP Infrared IP Vandal Proof bullets cameras			
11 x 2 MP Infrared IP smoked dome cameras			
3 X 5 MP bullet Cameras			
2 x NVRs: minimum 32 channels (minimum 18 TB internal storage)			
2x 8TB external Hard Drive (storage for 30 days)			
2 x32" HD LED monitors			
2 x42" HD LED monitors			
1x UPS with minimum 60 mins standby time			
1x Work Station PC			
1 x 5 shelf lockable sever/NVR racks			
Switchers (to be determined by the service provider)			
CAT6e(krone) or Fibre Optic cabling			
Consumables and sundries (conduit, screws, etc.)			
Labor cost, travelling cost & profits			
VAT			
Total			
Maintenance cost for 24 months (quarterly intervals) inclusive of VAT			

- I. Total cost for supplying, installation, commissioning and warrant/guarantee inclusive of VAT: _____
- II. Total cost for maintenance for 24 months inclusive of VAT _____
- III. Total cost of suppling and installation with 24 Months maintenance inclusive of vat _____

BILL OF QUANTITIES: ST FRANCIS HOSPITAL

SUPPLY AND INSTALL AN INTEGRATED CCTV SYSTEM FOR ST FRANCIS HOSPITAL IN THE FOLLOWING IDENTIFIED AREAS AND SPECIFICATIONS:

Camera Positions & type:-

- All cameras must comply with the specifications in paragraph 8.1 above and installed to covered the areas listed here under:

QUANTITY	CAMERAS	AREA COVERED
1. KITCHEN		
01	2 MP Infrared IP smoked dome cameras	Main entrance
02	2 MP Infrared IP vandal proof bullet cameras	Dining Area
01	2 MP Infrared IP vandal proof bullet cameras	Cold Room area
01	2 MP Infrared IP smoked dome	Kitchen Store Room Interior
01	2 MP Infrared IP smoked dome	Receiving interior area
02	2 MP Infrared IP vandal proof bullet cameras	Perimeter Fence on receiving area
2. PHARMACY		
01	2 MP Infrared IP Vandal Proof Bullet	Medical Gas Area
04	2 MP Infrared IP smoked dome	Interior
01	2 MP Infrared IP Vandal Proof Bullet	Waiting area
3. ADMIN OFFICES		
02	2 MP Infrared IP vandal proof bullet cameras	Main passage
02	2 MP Infrared IP vandal proof bullet cameras	Entrance & Exit
02	2 MP Infrared IP smoked dome	Board Room
4. MORTUARY		
01	2 MP Infrared IP Vandal Proof Bullet	Entrance
01	2 MP Infrared IP Vandal Proof Bullet	Perimeter Fence
5. OPD		

01	2 MP Infrared IP vandal proof bullet cameras	Entrance Front
6. STORES BUILDING		
01	5 MP Infrared IP vandal proof bullet cameras	Emergency Gate
01	2 MP Infrared IP Vandal Proof Bullet	Supply Chain & Transport
7. NURSES HOME		
02	2 MP Infrared IP vandal proof bullet cameras	Entrances
02	2 MP Infrared IP vandal proof bullet cameras	Back Perimeter Fence
01	2 MP Infrared IP vandal proof bullet cameras	Plant Room Generator
8. STORES		
04	2 MP Infrared IP vandal proof bullet cameras	Store Room Interior
01	2 MP Infrared IP vandal proof bullet cameras	Stair Case
01	2 MP Infrared IP vandal proof bullet cameras	Entrance
9. PSYCHIATRIC & ISOLATION WARD		
02	2 MP Infrared IP vandal proof bullet cameras	Emergency Area/ Main Street
01	2 MP Infrared IP vandal proof bullet cameras	Psych Ward entrance
01	2 MP Infrared IP smoked dome cameras	Psych Ward Waiting Area
01	2 MP Infrared IP smoked dome	Isolation Ward Nurses Station
02	2 MP Infrared IP vandal proof bullet cameras	Isolation ward Main Passage
01	2 MP Infrared IP vandal proof bullet cameras	Stair Case to TB Ward
10. DOCTORS QUARTERS		
02	2 MP Infrared IP vandal proof bullet cameras	Perimeter Fence (Mounted on the available Pole)
11. MAIN GATE		
2	5 Megapixel bullet Cameras with eclipse mode to view the entrance for the number plate recognition.	
TOTAL NUMBER OF CAMERAS: 48		

COMPREHENSIVE MAINTENANCE

1. **COMPREHENSIVE MAINTENANCE AFTER THE GUARENTEE/WARRANTY PERIOD HAS EXPIRED**

The Contractor shall fully guarantee and provide fully comprehensive maintenance for a period until after completion of the repairs.

The maintenance shall consist of preventative and breakdown maintenance (As specified in the Maintenance Specification) with the purpose of keeping the complete installation in fully working condition as specified in the additional specifications.

Please note the following deliverables:

Allow for monthly, on-site maintenance inspections and for call outs.

The functionality and reliability of all communications, cables, batteries, surge protection, settings, adjustments, equipment, etc. shall be confirmed and repaired and corrected if necessary.

Training shall be provided to the operators and managers. Exceptions shall be explained and rectified.

Software settings and configurations shall be confirmed and rectified. The IP-integrity (dust and water) and locks of all enclosures equipment areas shall be confirmed and rectified.

The log books shall be updated and completed and a monthly report shall be issued and submitted to the Department.

2. **PART A**

3.1 **GENERAL EQUIPMENTS REQUIREMENTS**

All equipment and components shall be brand new, of highest quality, the most recent models and suitable for the application. Special attention shall be given to the availability of spare parts and support for at least 5 years, after delivery, installation and commissioning.

Plug-top power supplies will only be allowed if it is not possible to feed a unit from a fixed power supply. Plug adaptors, however, are to be disallowed.

3.2 **ENVIRONMENT**

Ensure that all components are properly protected against possible environmental conditions.

All galvanising shall be heavy, hot dipped galvanising suitable for high corrosive areas. Painting and finishes, similarly shall also be suitable for high corrosive areas.

All screws, bolts, supports and other components shall be galvanised, stainless steel or shall be protected by another suitable method against the corrosive environments.

3.3 COMPETENT PERSONS

It is definite requirements that competent technicians and engineers be used to test, service, maintain and repair the systems. A competent person shall inspect the systems and shall attend to any problems requiring his attention. A second person (as a standby) with similar qualifications and experience shall be identified in case the preferred person cannot attend to a problem. The names, qualifications and experience of the persons shall be submitted to the Department for approval.

The systems require competent persons with in-depth experience in the following fields:

- a) Electronic systems.
- b) Security systems.
- c) Analogue and IP CCTV.
- d) Hardware and software setup and configuration.

3.4 OPERATING AND MAINTENANCE MANUALS

An existing operation and maintenance manual is available and shall be extended if the type of equipment and functioning of any component or system is changed. All additions to the manual shall be provided in printed.

3.5 LABELLING & SIGNAGE

3.5.1 Labels

All equipment shall have a unique number on a permanent label and fixed to the equipment. These numbers shall correspond with that on the drawings and in the manuals.

3.5.2 Design and operating information

The following information shall be indicated on each piece of equipment:

- The battery type and size. (next to the batteries)
- The sizes of all the fuses. (next to the fuses)

Complete schematic, wiring diagrams and operating instructions shall be laminated and fixed on the inside of all enclosures, kiosks and cabinets or on the wall next to a system.

3.5.3 Cable numbers

All cables shall be marked. At least the following requirements shall be met:

Cables shall be numbered as follows:

Cables shall be numbered with permanent labels fixed to the cables.

Cables numbers shall be installed at each end of the cable, in each manhole and on each side of sleeves or other penetrations.

3. CABLE SLEEVES, WIRE WAYS, CONDUITS AND FIXINGS

All cable sleeves, wire ways, cable trays and conduits required by the security installation form

part of the contract.

The Contractor shall be responsible to ensure that the requirements of the security installation with regard to the cable sleeves, raceways and conduits shall be met. The Contractor shall check the security layout drawings and provide detail layout drawings for the all cable sleeves, raceways, cable trays and conduits required by the security system for acceptance by the Department.

3.1 Sleeves

PVC sleeves shall not be accepted. Only corrugated cable sleeves shall be used.

The Contractor shall seal the ends of all sleeves with a non-hardening watertight and fireproof compound after the installation of cables. All sleeves intended for future use shall likewise be sealed.

The position of sleeves shall be permanently marked on curbs, paving or other suitable surface.

3.2 Conduits

Concealed conduits may be PVC but exposed conduit shall be heavy galvanised steel. Only spacer saddles shall be used to fix conduit.

The Contractor shall provide draw boxes in all conduits runs exceeding 25m, every 25metres and after every two bends.

3.3 Wire ways

Concealed trunking may be PVC but exposed trunking shall be painted steel or heavy galvanised steel. Small PVC trunking may be used for short runs close to installed equipment.

3.4 Cable trays

Heavy galvanised wire mesh cable trays may be installed in equipment rooms and other concealed areas.

3.5 Fixings

All conduit, wire ways and equipment shall be fixed with suitable screws. No glue or double sided tape fixing shall be acceptable.

All fixings shall be according to the fixing supplier's recommendations for the type of surface that items are fixed to.

4. EARTHING, BONDING AND LIGHTNING PROTECTION

The Contractor will be responsible for all earthing and bonding of the equipment supplied under this contract.

The earthing and bonding of equipment is to be carried out strictly as described in the standard specifications and to the satisfaction of the Department.

The Contractor shall provide high quality lightning protection equipment to protect the security equipment. The earthing and bonding shall be suitable for the lightning protection.

The cost of earthing and bonding shall be included in other rates.

5. OTHER WORK

Builders work and electrical work form part of this contract but some work as described below may be done by others. The Contractor is, however, remains responsible to identify the work to

be done by others and to inform the appropriate parties that the work needs to be done. The Contractor shall, also, follow up on the progress of the work and expedite the work, if necessary.

It is the responsibility of the Contractor to confirm that the quality of the work by others is an acceptable standard for the security contract.

5.1 Builder's work

Builder's work, holes, painting, making good, etc. required for this work forms part of this specification and must be allowed for in the rates.

No cutting of structural concrete will be permitted unless the permission of the Department has been obtained beforehand in writing.

The Contractor shall take care that all pipes, other electrical equipment and accessories to be chased, are firmly fixed in position in a manner acceptable to the Department.

The Contractor shall be responsible for the making good (including painting, plastering and patching) of all chases and openings in building work after equipment has been positioned.

5.2 Electrical work

The electrical supply to the components of the system shall be supplied by others at 230V AC \pm 10% as close as possible to but within 10m of the indicated positions. The Contractor will have to specify at which points he will require a power supply. Any electrical cabling and wiring from electrical supply to the equipment forms part of this contract.

5.3 Mechanical work

Fans and air conditioning units will be supplied by others according to the requirements of the control room.

6 SOFTWARE & HARDWARE

All software supplied shall comply with the following:

- a) Software shall be supplied with installation CDs. Copies of the installation CDs shall be in the manuals and shall be kept in the control room.
- b) The licensed software must not be limited for the required number of users.
- c) Software and hardware licenses shall be permanent i.e. the licenses shall not expire, stop working after a period or attract an annual fee.
- d) Any annual maintenance fees should be included as part of the maintenance rates.
- e) Setup and configuration information of the operating systems and application software shall be properly documented in the manuals so that it will be easy for another person to set up and configure the system.
- f) Software must be updated/upgraded should a new version become available however it must not interfere with the systems operations.
- g) The system shall provide a graphical user interface (GUI) which enables users to easily see all resources (Cameras, Audio components, databases, Inputs, Outputs, Layouts etc.) on a complete site, and shall not be limited to specific I.P Network Video Servers
- h) The user shall be able to customise the monitors so that they can view different components

(e.g. maps, cameras, integration data etc. on different monitors, or on window "tabs" on the same monitor.

6.1 Security measures

- a) All software programs, computers, networks and associated equipment shall be protected by suitable encryption and password structures to ensure that only authorised persons have access to the systems and software.
- b) Firewalls, passwords, keys and data encryption shall be used on all possible external links to the computer systems and networks. External links include WLAN, GSM, Internet, telephone systems, etc.
- c) A suitable password structure shall be put in place to limit the functions that a person can perform on the systems. At least the following structure shall be implemented:
- d) Administrator level: Software and system maintenance including configuration i.e. no restrictions.
- e) Supervisor level: This level will allow a supervisor to change some settings, create reports, make backups, etc.
- f) Operator level: This level will allow viewing, writing DVDs, printing reports and other operator functions.
- g) Viewing level: This is the default level and only allows basic viewing functions.
- h) Damage caused by negligence of a KZN Health employee performing unauthorised functions such as games, videos and music shall be repaired by the contractor at the cost of KZN Health.

7. VOLTAGE SURGES

All damage caused by voltage surges must be fixed under this contract at no additional cost. No claims for voltage surge damage will be considered.

Please note that the installation areas may have high incidences of lightning and voltage surges must therefore be expected.

The Contractor is advised to check the surge protection and earthing and install or replace the surge protection equipment on the systems and to regularly check the surge protection equipment for proper operation.

The Contractor shall use the services of a surge protection specialist to determine what surge protection is required and to what standard the surge protection should be installed.

The Contractor will be responsible for all earthing and bonding of the equipment supplied under this contract.

The earthing and bonding of equipment is to be carried out strictly as described in the standard specifications and to the satisfaction of the Departments representative.

8. MEASUREMENTS & PAYMENTS

8.1 REPAIR PERIOD

Monthly payment will be made for work that have been completed and tested. New rates shall be submitted to the Department for approval before the equipment is ordered and the work is done.

8.2 GUARANTEE

The Supplier shall fully guarantee all products for a minimum period of one year.
Please note the following deliverables:

- a) Site Maintenance Administrator, Routine Housekeeping & regular Refresher training shall be provided to the operators and managers. Incident and Exceptions reports shall be explained and rectified.
- b) Software settings and configurations shall be confirmed and rectified.

PART B

1. COMPREHENSIVE MAINTENANCE SPECIFICATION

1.1 SCOPE

Maintenance of the specified systems, services and/or parts of buildings and infrastructure shall all be referred to as "Maintenance Control Plan of an Installation". Maintenance of all completed and commissioned installations shall ensure reliable functioning and optimum service life thereof.

Maintenance of an installation shall be performed in accordance with the Specifications, the Operating and Maintenance Manuals (where applicable) and the Maintenance Control Plan.

Remuneration for maintaining "installations" (systems, services and/or buildings and parts of the infrastructure) in good functional condition is provided for in the Bills of Quantities by means of regular service payment items.

This Additional Specification covers maintenance requirements, development of a maintenance control plan, identification of equipment, site maintenance administration, maintenance performance measurement, as well as the items for measurement of the Contractor's service level and resulting payment.

2. CONTRACTOR'S RESPONSIBILITIES

The Contractor shall maintain the complete installations for the maintenance period.

Maintenance implies and shall include regular preventative maintenance, corrective maintenance, as well as breakdown maintenance on all components of the specified installations.

The maintenance control plan will be developed by the Contractor, to schedule the frequency of routine inspections and format of reports. The Contractor shall carry out 3-monthly inspections

on the equipment as detailed in the maintenance control plan.

Each inspection, test or breakdown shall be recorded in an approved format and listed in the inspection report (part of the maintenance control plan).

The Contractor shall ensure through training that the operating and maintenance personnel are conversant with the instructions as presented in the Operating and Maintenance Manuals. Continued, on-going- regular refresher training shall be included in the scope of maintenance work for the duration of the maintenance contract period.

The Operating and Maintenance Manuals, as approved by the Department, shall be used as a basis of preventative maintenance. The Contractor shall perform all preventative and corrective maintenance as described in the Operating and Maintenance Manuals. This shall be in accordance with the Technical and Particular Specifications.

The Contractor shall, as part of his maintenance responsibilities repair or replace faulty equipment upon logging of a breakdown, within the specified down-time at the Contractor's cost.

The Contractor shall not claim additional establishment costs where repair work is to be carried out during the maintenance phase.

The Contractor shall rectify any faulty condition of which he becomes aware, even if it has not been logged. Such rectification shall also be logged and listed in the inspection report.

3. GUARANTEE & COMPREHENSIVE MAINTENANCE

The Contractor shall fully guarantee and provide fully comprehensive maintenance for a period until after completion of the expansion.

Please note the following deliverables:

Allow for monthly, on-site maintenance inspections and for call outs.

The functionality and reliability of all communications, cables, batteries, surge protection, settings, adjustments, equipment, etc. shall be confirmed and repaired and corrected if necessary.

Site Maintenance Administrator, Routine Housekeeping & regular.

Refresher training shall be provided to the operators and managers.

Incident and Exceptions reports shall be explained and rectified.

Software settings and configurations shall be confirmed and rectified.

The IP-integrity (dust and water) and locks of all enclosures equipment areas shall be confirmed and rectified.

The log books shall be completed and a monthly report shall be submitted to the Department.

4. CONDITIONS FOR EXCEEDING THE CONTRACTOR'S LIABILITY DUE TO OPERATIONAL DAMAGE BREAKDOWNS

Operational damage shall be defined for the purpose of this clause as being any damage caused on purpose, by accident or through negligence by the User Client's employees, associates (where applicable), suppliers, subcontractors, etc for any reason whatsoever. Where repair work is necessitated during the contract as a result of operational damage caused by User Clients or their associates, the Contractor will be requested to:

- (a) perform the work, using rates bid for the supply, delivery and installation of material forming part

- of the bills of quantities, within the maximum down-time allowed for operational damage, where the Department rules that the damage has been caused by incorrect operation;
- (b) submit one (1) quotation for repair and/or replacement of the damaged unit, where rates bid are not available and where the Department rules that the damage caused is operational;
 - (c) perform the work on receipt of an official order from the Department, within the time offered as part of the quotation,
 - (d) notify the Department well in advance of completion of the repair work [in order to] enable inspection , and
 - (e) Refrain from claiming additional establishment costs for such work. The responsibility of determining whether damage to the installation was caused by people, other than employees or associates of the Contractor, shall rest with the Department.
 - (f) Operational damage caused by the employees, associates, suppliers, subcontractors, etc of the Contractor, shall be repaired by the Contractor at his own cost.

5. CONDITIONS FOR EXCEEDING THE CONTRACTOR'S LIABILITY ABOVE MARGINAL BREAKDOWN COST

- a) The defective parts/components/subassemblies must be identifiable as the result of a single breakdown.
- b) The Contractor shall submit a written report to the Department for approval. This report shall contain the following information
- c) The make and model number of the item serviced/inspected/ repaired/replaced;
- d) A description or name and part number of the defective part/component or subassembly;
- e) A statement on whether the component could be repaired, together with a cost estimate;
- f) A quotation valid for a minimum period of 60 calendar days if the component/part/subassembly has to be replaced or repaired by an outside firm. If the sub-assembly/machine is to be repaired or replaced by an outside company, the Contractor shall supply one (1) quotation for such parts/repairs or a quotation from any sole supplier. Only an original quotation will be accepted.
- g) The expected urgency for the replacement or repairs, and
- h) The delivery time of a new component/subassembly/machine or delivery times on spares required to repair the defective component/ subassembly.
- i) A written approval to proceed with the work must be issued by the Department. Copies of the original VAT invoices from outside companies for all repairs or spare parts supplied must be attached to the Contractor's invoice.

6. COMPONENTS INCLUDED IN MAINTENANCE SCOPE

An installation is all the systems and all the components associated with the systems as set out below.

- Electronic systems:
 - CCTV surveillance system.
 - Complete electric system for the security systems including UPSs.

The following installations are excluded from the maintenance:

- All building work.
- The electrical installation except the sections that are specifically included above.

- Burglar proofing, gates & doors.
- Painting. (Where original painting has been spoiled due to the work done same paint should be used to retain wall to its initial state).

7. DEFINITIONS

7.1 Routine preventative maintenance

This entails the rendering of services and servicing of equipment according to a predetermined maintenance control plan to:

- replace and service components of equipment, units or parts thereof for each installation at prescheduled moments regardless of condition;
- re-adjust, reset, clean, corrosion protect all components of equipment, units or parts thereof for each installation, and
- Carry out all implied actions to maintain installations in their present functional condition.
- Preventative maintenance shall be aimed at minimisation of breakdowns.

7.2 Corrective maintenance

This entails regular observation of the equipment, identifying pending breakdowns, maladjustment or anomalies of equipment, units or parts of installations and subsequent action to restore installations to the functional condition as before the breakdown.

7.3 Breakdown maintenance

This entails repair and/or replacement of defective equipment, units or parts of installations following a breakdown that leaves the installation inoperable or unsafe, and subsequent action to restore installations to their normal functional

condition, within the maximum down-time allowed.

7.4 Emergency maintenance repairs

These repairs are defined as any work required rectifying an emergency breakdown that disables a complete installation and prevents it from functioning to its designed service level.

7.5 Ordinary maintenance repairs

These repairs are defined as all maintenance work required other than emergency maintenance repairs.

8. SITE MAINTENANCE RECORD KEEPING

The Contractor shall provide and maintain hard-cover A4 maintenance files for each installation for the duration of the Contract. All schedules, checklists, breakdown reports, preventative maintenance records, component replacement records and inspection reports shall be filed, together with information regarding repairs exceeding the Contractor's liability.

9. SUPPLY OF LABOUR, EQUIPMENT AND MATERIAL

(a) Labour

Competent personnel shall execute all maintenance work.

(b) Equipment

All tools and equipment and consumables required for maintenance work shall be supplied by the Contractor at his cost.

(c) **Material**

All material, spare parts, components, equipment and appurtenances necessary for the complete maintenance of each installation shall be supplied and installed by the Contractor at his cost.

The Contractor shall cede any supplier's or factory guarantee of repaired or replaced components to the Employer to ensure that such guarantees are not jeopardised in any way. All workmanship, materials and components used for breakdown repair shall be guaranteed for 12 months.

10. IDENTIFICATION OF EQUIPMENT

A unique identification number will be allocated to each piece of equipment forming part of the installation. This identification number will be allocated and administered in collaboration with the User Client and must be described in the maintenance control plan.

Reference shall be made to identification numbers in the maintenance control plan operating and maintenance manuals and during all maintenance activities, including the logging of breakdowns and other correspondence. Identification numbers shall also be indicated on as-built drawings.

11. MAINTENANCE CONTROL

11.1 SCOPE

Maintenance quality control shall be the responsibility of the Contractor who shall introduce a maintenance control plan to assist him in ensuring that preventative, corrective and breakdown maintenance are performed as described in the operating and maintenance manuals and Technical and Particular Specifications.

12. PRELIMINARY MAINTENANCE CONTROL PLAN

A preliminary version of the maintenance control plan shall be submitted with the programme and the framework of the preliminary version shall be as close as possible to that of the final maintenance control plan. Detail contained in this preliminary maintenance control plan shall include:

- (a) Actual time that a representative of the Contractor will be present on Site for the duration of the maintenance period;
- (b) The scope and frequency of routine inspections
- (c) Repair methodology

13. MAINTENANCE CONTROL PLAN

- (a) The maintenance control plan shall be based on the Contractor's preliminary maintenance control plan, and shall be bound in a neat, A4-sized, ring-bound document with a cover page and back cover. The contents of the document shall be indexed.
- (b) To ensure that the Department is satisfied that the Contractor understands the purpose and advantage of carrying out maintenance work according to a maintenance control plan he shall, as an introduction to the control plan document, set out his views as to what he believes the

implementation of a maintenance control plan will achieve

- (c) The maintenance control plan shall also contain the following:
- I. A summary of the repair and maintenance work to be carried out under the Contract giving details of the conditions of the various installations at the facility(ies) affected by the activities under the Contract.
 - II. Details of how the Contractor intends to carry out the various types of maintenance work especially breakdown maintenance should breakdowns occur.
 - III. A list of organisations and persons directly involved with the Contract or whose requirements have to be taken into account during the entire Contract Period such as, the User Client. Each person's position within his organisation as well as the applicable phone numbers shall be given
 - IV. Procedures to address complaints and logged breakdowns;
 - V. Details of inspection reports, summarising all inspections, together with inspection data such as nature of test, names of persons carrying out tests and inspection results. Detail of repairs and replacements, together with testing of repaired equipment shall also be reflected in this report, and
 - VI. Assistance to be given by the Department with decisions regarding material, equipment and other recommendations.
- (d) The maintenance control plan shall be upgraded when its contents are no longer representative of actual conditions.
- (f) The Contractor shall check the contents of existing Operating and Maintenance Manuals (if available) and shall update or modify them and then incorporate applicable data into his own manuals. Where no manuals exist, the Contractor shall draw up his own Operating and Maintenance Manuals.

Pertinent data contained in the Operating and Maintenance Manual may be transferred to the Maintenance control plan to make it a document which can be used as an independent handbook for maintenance work.

14. COMMUNICATION

The maintenance control plan will provide, after agreement between the Contractor and the Department, for the following communication and complaint logging procedure:

- (a) The Contractor shall establish a telephone and fax line and a cellular telephone connection to ensure that he can be reached at any time.
- (b) The Contractor shall primarily be responsible for determining the items requiring preventative, corrective and breakdown maintenance, and shall communicate this information directly to his maintenance workforce.
- (c) Should the Department or operating personnel of the User Client determine or suspect that preventative, corrective or breakdown maintenance is required, a call shall be logged through the call centre to reach the Contractor as soon as possible.
- (d) All complaints of the User Client shall be reported to the Department via the call centre, as set out in the maintenance control plan, and the Department shall issue instructions to the Contractor. The call centre logs the details of the Department's call and provides feedback to

the complainant.

15. PERFORMANCE MEASUREMENT

The performance measurement and associated penalties or payment reductions shall not be applicable in the defect liability period but shall be applicable to a follow-on maintenance contract. The Contractor's performance shall be measured against the following parameters:

16. SPECIAL TESTING OF AN INSTALLATION

The Department may at any time inspect any part of the entire installation. During Maintenance work, the Department may at his discretion order special tests to be carried out on complete installations, to verify the satisfactory functional condition of the installation.

The Department reserves the right to select at random equipment and trade practices to be tested for compliance with specifications as specified in this Contract document.

The Contractor shall provide all equipment, tools and instruments required for testing.

17. MAXIMUM MAINTENANCE DOWN-TIME

After a complaint has been logged and forwarded to the Contractor, the Contractor shall be expected to minimise the maintenance down-time until the system component is fully operational to the satisfaction of the Department. Should the Contractor not respond within the maximum down-time, the Department may arrange, at the cost of the Contractor, for the necessary repair work to be done by others.

The Contractor shall respond to a breakdown registration by travelling to Site to evaluate the breakdown (scope of repair work), estimate the realistic downtime and provide feedback to the Department.

Should the Contractor not be able to complete the required repair work within the maximum down-time period allowed, it shall be his responsibility to obtain extension of down-time from the Department. The written report shall clearly state the reasons for the extension, as well as the actual extension required.

Extension of down-time will only be granted by the Department if:

- (a) the maximum down-time is unreasonable in relation to the scope of the repair work required;
- (b) the delivery time of a new component/subassembly/machine or spares required for the repair of the defective component/subassembly does not enable the Contractor to successfully complete the repair work within the maximum breakdown down-time allowed.

Should the actual down-time exceed the maximum down-time the Contractor shall be liable to a payment reduction for the difference between actual down-time and maximum down-time. This is reflected in the table below:

REQUIRED MAINTENANCE	MAXIMUM DOWN-TIME ALLOWED	PAYMENT REDUCTION IF EXCEEDED
Emergency Breakdown	8 hours	R800/h

Ordinary Breakdown	5 days	R600/day
Operational damage repair	7 days	R500/day

"Maximum down-time" shall mean the period of time allowed to repair a breakdown, and "down-time" shall mean the measured period from the instant when the breakdown was logged with the Contractor until the installation has been repaired to its functional specification.

18. MEASUREMENT AND PAYMENT

Payments will be done after each site visit and on receiving the inspection report. The contractor shall receive fixed monthly payments. Note that the monthly payments may be reduced for pro-rata part payment settlement if the maintenance performed by the contractor does not measure up to the prescribed standard. **See the Maintenance Specification for more details.**

19. ESCALATION

Maintenance rates shall be increased according to the consumer price index

20. MAINTENANCE OF A COMPLETED INSTALLATION UNIT: MONTHS

The unit of measurement shall be the monthly maintenance cost. Allow for monthly site visits.

The payment may be reduced if the maintenance was not up to the expected standard. The reduction may be determined by deducting points for inadequate maintenance.

The tendered rate shall include full compensation for all liabilities and obligations described or implied in the Contract document and deemed by the Contractor to be applicable to the maintenance phase of the Contract, for the complete maintenance of an entire installation, and all appurtenant works deemed to form part thereof, as defined in the relevant Specifications.

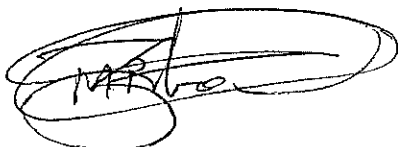
The tendered rate shall also include full compensation for training and complete preventative, corrective and breakdown maintenance, including full compensation for all costs related to resetting, repair, procurement, supply, delivery, replacement, protecting, furnishing, installing, testing and commissioning of all items and material required to maintain the complete installation in a perfect functional condition.

Remuneration for all preliminary and general charges shall be deemed included in the maintenance payments for the various installations.

21. PAYMENT REDUCTION DUE TO EXCEEDING OF MAXIMUM ALLOWABLE DOWN-TIME

The unit of measurement shall be the number of hours or days, in excess of permitted downtime, during which a component of an installation was in a dysfunctional condition.

The negative fixed rate shall include full compensation for the User Client's loss in productivity and, multiplied by the number of days or days measured, shall be deducted from the certified amount due to the Contractor.



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