

BID DOCUMENT NUMBER: **ZNB 5031/2022-H:**

PURCHASE 16 PORTABLE DISASTER MANAGEMENT GENERATOR SETS – SUPPLY, DELIVER AND PRE-COMMISSION OF DISASTER MANAGEMENT GENERATOR SETS - (WENTWORTH HOSPITAL)
MAINTENANCE AND TRANSPORTATION OF GENERATORS FOR A PERIOD OF 3 YEARS

Name of Bidder.....

Central Supplier's Database Registration Number.....

Income Tax Reference Number.....

BIDDER TO NOTE THE FOLLOWING

SITE DETAIL:

DATE : 12 DECEMBER 2022
TIME : 10H00
VENUE : WENTWORTH HOSPITAL – STRATEGIC SPARES STORES

CLOSING DETAILS:

DATE : 16 JANUARY 2023
TIME : 11: 00AM

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

**Central Supply Chain Management Directorate
Old Boys School, 310 Jabu Ndlovu Street
Pietermaritzburg
3201**

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SECTION A: INVITATION TO BID (SBD1)

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF HEALTH					
BID NUMBER:	ZNB 5031/2022-H:	CLOSING DATE:	16 JANUARY 2022	CLOSING TIME:	11: H 00 AM
DESCRIPTION	SUPPLY & DELIVERY OF 16 GENSET PORTABLE GENERATORS (WENTWORTH HOSPITAL) - MAINTENANCE AND TRANSPORTATION OF GENERATORS (AS AND WHEN REQUIRED) FOR A PERIOD OF 3 YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE					
OLD BOYS SCHOOL, 310 JABU NDLOVU STREET					
PIETERMARITZBURG					
3201					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VATREGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
[A STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	KZN Department of Health	DEPARTMENT	KZN Department of Health
CONTACT PERSON	Junitha Sookraj	CONTACT PERSON	Mr. J Pillay
TELEPHONE NUMBER	033 8158369	TELEPHONE NUMBER	082 708 2807
E-MAIL ADDRESS	Junitha.sookraj@kznhealth.gov.za	E-MAIL ADDRESS	justin.pillay@kznhealth.gov.za>

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). CERTIFICATE OR SWORN AFFIDAVIT FOR MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. CERTIFICATE OR SWORN AFFIDAVIT FOR MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT AND ANY AMENDMENTS THERETO.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE DEPARTMENT TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA/ JOINT VENTURES/ SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/ TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTERED AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SECTION B: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT. REFER TO THE GENERAL CONDITIONS OF CONTRACT AT THE FOLLOWING WEB ADDRESS:
<http://www.treasury.gov.za/divisions/ocpo/ostb/contracts/default.aspx>

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids 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 bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. 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.
17. The bidder must initial each and every page of the bid document.

SECTION C: AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the Board of Directors, personally signed by the Chairperson of the Board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20....., (Full name) (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of(Name of Company).

IN HIS/ HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY: (PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1 **DATE:**

2 **DATE:**

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... (Full name) hereby confirm that I am the sole owner of the business trading as:(Name of Business)

SIGNATURE..... **DATE**.....

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

FULL NAME OF PARTNER	RESIDENTIAL ADDRESS	SIGNATURE

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20.....

..... (full name) whose signature

appears below, has been authorised to sign all documents in connection with this bid on behalf of

.....(Name of cooperative

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/ HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

FULL NAME IN BLOCK LETTERS:

WITNESSES: 1

DATE:

2

DATE:

F. JOINT VENTURE

If a bidder is a Joint Venture, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of the entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and /or contract on behalf of the Joint Venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the Joint Venture partners on.....20.....

..... (Full name)

..... (Full name)

..... (Full name)

..... (Full name)

whose signatures appear below have been duly authorised to sign all documents in connection with this bid on behalf of:

..... (Name of Joint Venture)

IN HIS/ HER CAPACITY AS:

SIGNED ON BEHALF OF (ENTITY NAME):

SIGNATURE: **DATE:**

IN HIS/ HER CAPACITY AS:

SIGNED ON BEHALF OF (ENTITY NAME):

SIGNATURE: DATE:

IN HIS/ HER CAPACITY AS:

SIGNED ON BEHALF OF (ENTITY NAME):

SIGNATURE: DATE:

IN HIS/ HER CAPACITY AS:

SIGNED ON BEHALF OF (ENTITY NAME):

SIGNATURE: DATE:

IN HIS/ HER CAPACITY AS:

G. CONSORTIUM

If a bidder is a Consortium, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of concerned entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/ or contract on behalf of the Consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the Consortium on.....20.....
..... (full name)

whose signature appears below have been duly authorised to sign all documents in connection with this bid on behalf of:

..... (Name of Consortium)

IN HIS/ HER CAPACITY AS:

SIGNATURE: DATE:

SECTION D: BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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:
.....
.....

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.

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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 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.
- 3.6 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.

..... Signature Date
..... Position Name of bidder

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.

SECTION E: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5)

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

- 1.3 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful tenderers (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 TENDER SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF TENDERERS AND SUCCESSFUL TENDERERS (CONTRACTORS)

Tenderers are required to sign and submit this Standard Tendering Document (SBD 5) together with the Tender on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub- paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful Tenderers (contractors) are required, immediately after being officially notified about any successful Tender with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Tender / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful Tenderer (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful Tenderer (contractor) and, therefore, does not involve the purchasing institution.

Tender number:

Name of tenderer: _____ Closing date:

Postal address:

Signature:

Name (in print): _____

Date: _____

SECTION F: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE (To be completed by bidder)

This is to certify that I

.....
.....

(name of bidder/authorized representative)

who represents

.....
(state name of bidder)

am aware of the contents of the Central Supplier Database with respect to the bidder's details and registration information, and that the said information is correct and up to date as on the date of submitting this bid, and I am aware that incorrect or outdated information may be a cause for disqualification of this bid from the bidding process, and/ or possible cancellation of the contract that may be awarded on the basis of this bid.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

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

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

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

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
- 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 value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3. Points for this bid shall be awarded for:
- (a) Price; and
 - (b) Status Level of Contributor.
- 1.4. The maximum points for this bid are allocated as follows:
- | CATEGORY | POINTS |
|---|------------|
| PRICE | 80 |
| STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and must not exceed | 100 |
- 1.5. Failure on the part of a bidder to submit proof of Status level of contributor together with the bid will be interpreted to mean that preference points for Status level of contribution are not claimed.
- 1.6. The department reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the department.

2. DEFINITIONS

- a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- c) **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- d) **“Black Designated Groups”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- e) **“Black People”** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;

- f) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- g) **“Co-operative”** means a co-operative **registered** in terms of section 7 of the Cooperatives Act, 2005 (Act No. 14 of 2005);
- h) **“EME”** means an Exempted Micro **Enterprise** in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- i) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- j) **“Military Veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);
- k) **“prices” includes** all applicable taxes less all unconditional discounts;
- l) **“proof of status level of contributor” means:**
 - 1) Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the Act;
- m) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- n) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes; and
- o) **“stipulated minimum threshold”** means the minimum threshold stipulated in terms of regulation 8(1)(b).

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

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

4. POINTS AWARDED FOR STATUS LEVEL OF CONTRIBUTOR

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

STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (90/10 SYSTEM)	NUMBER OF POINTS (80/20 SYSTEM)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 Status Level of Contributor: = (maximum of 10 or 20 points) (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4 and must be substantiated by relevant proof of status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i. What percentage of the contract will be subcontracted.....%
- ii. The _____ name _____ of _____ the _____ sub-contractor.....
- iii. The status level of the sub-contractor.....
- iv. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

DESIGNATED GROUP: AN EME OR QSE WHICH IS AT LAST 51% OWNED BY:	EME	QSE
---	------------	------------

	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it

may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--

SECTION H : SITE INSPECTION MEETING CERTIFICATE

Project title: PURCHASE 16 PORTABLE DISASTER MANAGEMENT GENERATOR SETS – SUPPLY, DELIVER AND PRE-COMMISSION OF DISASTER MANAGEMENT GENERATOR SETS - (WENTWORTH HOSPITAL)
 MAINTENANCE AND TRANSPORTATION OF GENERATORS FOR A PERIOD OF 3 YEARS

Site Inspection Date: 12 December 2022 @ 10h00

This is to certify that I, _____
(Name of authorised Representative)
 representing _____
(Name of Enterprise)
 visited the site on: _____

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DOH Representative	Signature	Date

This form is only to be completed when applicable to the tender and if a Compulsory Briefing meeting has been called.



Departmental Stamp:

SECTION I : SPECIAL CONDITIONS

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 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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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21. Delays in the supplier's performance
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23. Termination for default
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25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. 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 supplied goods.

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

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without

prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping 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.
- 28.1 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) 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.

**28. Limitation of
liability**

- 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 Service

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 **I have read, understand and accept the General conditions of the contract which are binding upon me.**

.....
Signature

.....
Date

.....
Name of Bidder

SECTION J: SPECIAL CONDITIONS OF CONTRACT (SCC)

Note: The special conditions of contract referred as (SCC) are supplementary to that of the General Conditions of Contract (GCC). Where, however, the special conditions of contract are in conflict with the General Conditions of Contract, the special conditions of contract (SCC) shall prevail.

ADDITIONAL DEFINITIONS

In addition to the definitions contained in paragraph 1 of the GCC, the following terms shall be interpreted as indicated:

“Accounting Officer”: means a person described in Section 36 of the Public Finance Management Act, Act No. 1 of 1999 (As amended by Act 29 of 1999).

“Contract Duration”: means the period between the commencement and termination of the contract.

“Confidential Information”: means but is not limited to contents of the contract, or any provision thereof, or any specification, plan, know-how, drawing, pattern, sample, or information furnished by or on behalf of the Department in connection therewith, to any person other than a person employed by contractor or service provider in the performance of the contract.

“Department”: means the KwaZulu-Natal Department of Health.

“Head of Department”: means the Head of Department for KwaZulu-Natal Department of Health as defined in Schedule 2 Column 1 and 2 of the Public Service Act 1994 (Proclamation 103 of 3 June 1994, as amended).

“Health Facilities”: means Head Office, District Offices, Hospitals, Community Health Centres, Specialized centres and Clinics under the auspices of the Department of Health in the Province.

“ISO Standards”: means standards recognized by International Standard Organisation

“Parties”: means the KwaZulu-Natal Department of Health and Contractor or Service provider

“Province”: means the Province of KwaZulu-Natal.

“ROE”: means the Rate of Exchange.

“SABS”: means the South African Bureau of Standards.

“SANS”: means the South African National Standards.

“Vendor”: means **Contracted Supplier or Service Provider**

INTERPRETATIONS

In amplification of the provisions of paragraph 2 of the GCC, unless inconsistent with the context, an expression which denotes:

- 2.1 Any gender includes the other genders.
- 2.2 A natural person includes a juristic person and vice versa.
- 2.3 The singular includes the plural and vice versa.

- 2.4 When any number of days is prescribed in this Contract, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.5 Figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.6 Any reference in this contract to "goods" includes works and/or services.
- 2.7 The written and signed contract represents the final agreement between the parties and it supercedes any prior oral agreements or discussions of the Contract.
- 2.8 All annexures and appendices shall form part of the contract.
- 2.9 The headings used throughout the Contract do not have any special significance save to ensure the easy reading of the contract.
- 2.10 Words and phrases defined in this Contract shall bear the meaning assigned to them throughout this Contract.
- 2.11 Words and phrases used in this Contract which are defined or used in any statute or regulation which applies to the subject matter, professional person.
- 2.12 The bid is issued in accordance with Section 217 of the Constitution, The Public Finance Management Act, Treasury Regulations 16A and National Treasury regulations and guidelines.

3. ACCEPTANCE OF A BID

- 3.1 The Department of Health Bid Adjudication Committee is under no obligation to accept any bid.
- 3.2 The financial standing of a bidder and its ability to supply goods or render services may be examined before the bid is considered for acceptance.

4. CERTIFICATE OF COMPLIANCE

- 4.1 If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) or International Organisation for Standardisation (ISO) specifications, a Certificate of Compliance must be submitted with the bid document at the time of closing of the bid. SABS/SANS can be contacted for testing and conformity services at Tel: 031 203 2900/ Fax: 031 203 2907. SANS, SABS AND CKS specifications will be for the account of the prospective bidder. Failure to submit the certificate, where applicable, will result in the bid being disqualified. The Department reserves its rights to contact SABS/SANS/CKS for testing and conformity services.
- 4.2 Prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department or organization acting on its behalf. Any specification/s and conformity testing will be for the account of the prospective bidder.
- 4.3 In the event of the bidder not being the actual manufacturer and will be sourcing the product(s) from the manufacturer, a letter from the manufacturer confirming firm supply arrangement(s) including lead times in this regard, must accompany the bid at closing date and time. If the bidder is the manufacturer, a letter confirming that the bidder is the manufacturer should accompany the bid at the closing date and time.

5. COMPLIANCE WITH SPECIFICATION

- 5.1 Offers must comply strictly with the specification. Offers exceeding specification requirements will be deemed to comply with the specification.
- 5.2 The quality of services/ supply must not be less than what is specified.

6. PERFORMANCE STANDARDS

- 6.1 In amplification of paragraph 4 of the GCC, the preferred bidder shall supply the goods in accordance with performance standards set by the Department below:
- 6.1.1 The equipment to be supplied must meet all the general clauses and technical clauses as per specification issued for the tender. Failure to comply will lead to the award being cancelled.
- 6.1.2 Failure to comply with minimum specification or incorrect response will mean the contract be cancelled with no risk of financial loss to the department.
- 6.1.3 **Upon the scheduled date for FATs (Factory Acceptance Tests) if any machine/generator fails the tests outlined in Annexure 5 - DEPARTMENT OF HEALTH - GENERATOR PRE-DELIVERY SHEET REV 3.2 OCT 2020 more than ONCE, it will result in cancellation of the contract.**

7 QUALITY CONTROL /TESTING OF PRODUCTS AND GUARANTEE

- 7.1 The Department and/or Institution reserves the right to have any product tested with an accredited agent in the Republic of South Africa. The quality control testing administrative procedures will be undertaken by the Department's Supply Chain Management Contract Management section.
- 7.2 **If it is discovered that the product supplied is not in accordance with the specification the following will \ occur:**
Testing charges will be for the account of Contractor. Possible cancellation of the contract with Contractor.;
 Reporting such negligence to the Provincial and National Treasury for listing on the Restricted Suppliers Database.
- 7.3 All goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Department, as this is a change to the conditions of the contract.
- 7.4 Should the Department, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of Contractor or otherwise, which will be to the Department's advantage, such variation or alteration shall be performed to the Department's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Department and Contractor. The variation shall comply with thresholds as prescribed by National Treasury regulations.
- 7.5 Contractor shall not be relieved of its obligations with respect to the sufficiency of the materials and workmanship and the quality of the goods supplied by the reason of no objection having been taken thereto by the Department's Representative at the time the goods were delivered.
- 7.6 Contractor 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. Contractor, 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 Department's specifications) or from any act or omission of Contractor., that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 7.7 **This warranty shall remain valid for (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.**
- 7.8 The Department shall promptly notify Contractor in writing of any claims arising under this warranty. Contractor shall immediately remedy the said defect free of cost to the Department. Should Contractor delay remedial work in excess of time stipulated by the Department's representative, the Department may have such remedial work executed at Contractor expense. Should the Department decide that the defect is such that it cannot be remedied, the goods may be rejected, and such rejected goods shall be

held at the risk and expense of Contractor and shall, on request of the Department, be removed by Contractor immediately on receipt of notification of rejection. Contractor shall be responsible for any loss the Department may sustain by reason of such action as the Department may take, in terms of this clause.

- 7.9 The risk in respect of the goods purchased by the Department under the contract shall remain with Contractor, until such goods have been delivered to the Department.
- 7.10 The principle feature of the goods is described in the Specification, but the Specification does not purport to indicate every detail of supply, of Goods necessary to meet the requirements. Omission from the Specification of reference to any part or parts shall not relieve Contractor of their responsibility for carrying out the supply of goods as required under the Contract.
- 7.11 If any dispute arises between the Department and Contractor, in connection with the quality and guarantee of the goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

8. EQUAL BIDS

- 8.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.
- 8.2 If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality.
- 8.3 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

9. LATE BIDS

- 9.1 Bids are permissible to be submitted prior to closing date and time this is to avoid unfortunate or unplanned circumstances that could prevent the bidder from arriving on time during the closing date. If the bidder fail to arrive on time the department will not be held liable.
- 9.2 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

10. MORE THAN ONE OFFER/ COUNTER OFFERS

- 10.1 Should the bidder make more than one offer, where applicable, against any individual item, such offer/s must be detailed in the Schedule of Additional Offer/s. The Department reserves its rights in and to the consideration of any additional offer/s subject to compliance with specification and the bidding conditions.
- 10.2 Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Terms and Conditions will invalidate such bids.
- 10.3 Bidders are at liberty to bid for one, a number of items, or bid for all items. If a bidder is not bidding for all the items, the appropriate price page must reflect: 'nil quote'.

11. ONLY ONE OFFER RECEIVED

- 11.1 Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:
- (i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;
 - (ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
 - (iii) In all cases, comparison with previous bid prices where these are available.

12. AWARD OF BID (S)

- 12.1 The Department of Health Bid Adjudication Committee reserves the right to award the bid to one or more than one bidder, provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid. Bidders must ensure that they quote as per the stipulated price page failing which they will be disqualified.
- 12.2 Notification of the intention to award the bid shall be in the same media that the bid was advertised.
- 12.3 In terms of Provincial Treasury Practice Note Number: SCM-07 of 2006, Section 5: Appeal Procedure, 5.1 "A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or a delegate of an Accounting Officer may appeal to the Bid Appeals Tribunal in the prescribed manner" The bidder must, within five working days of the publication of the notice of intention to award, in the Government Tender Bulletin, deliver a written notification of an intention to appeal to Provincial Treasury, Secretariat, Bid Appeals Tribunal, Tel no: 033-897 4200. After all appeals, should they be lodged, have been dealt with by the Bid Appeals Tribunal, the successful bidder (s) shall be notified in writing by a duly authorised official of the Department of Health, Central Supply Chain Management Unit. A formal contract will then be entered into by parties, using service level agreement or Standard Bidding Document for formal contracts.

13. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

- 13.1 A bidder submitting an offer must be registered on the Central Supplier Database. A bidder who has submitted an offer and is not registered on the Central Supplier Database will not be considered.
- 13.2 Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

14. EMPLOYEES TRADING WITH THE ORGANS OF THE STATE

- 14.1 The Public Service Act 103 of 1994 indicates in section 30(1) that "No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department."
- 14.2 Furthermore, in terms of the Public Service Regulations paragraph 13(c), "An employee shall not conduct business with any organ of state or be a director of a public or private company conducting

business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act”

- 14.3 If a bidder is found to be employed by the state, through the verification of Central Supplier Database (CSD) Report, DPSA, the bid will be immediately disqualified. If it is discovered during other Computer Assisted Audit Technics, that the bidder is employed by the state, the award or contract will be immediately terminated.

15 TRUST, CONSORTIUM OR JOINT VENTURE

- 15.1 In terms of the Preferential Procurement Policy Framework Act and Regulations, as amended, a Trust, Consortium or Joint Venture must submit a consolidated Status Level Verification Certificate for every separate bid.
- 15.2 A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium or Joint Venture.
- 15.3 The non-submission of a B-BBEE Certificate by a Trust, Consortium or Joint Venture will result in zero (0) preference points being allocated for evaluation purposes.
- 15.4 Should this bid be submitted by a Joint Venture, the Joint Venture agreement must accompany the bid document.
- 15.5 The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 15.6 The Joint Venture/Consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the Joint Venture/ Consortium, nomination of an authorised person to represent the Joint Venture or Consortium in all matters relating to this bid and the details of the bank account for payments to be affected.
- 15.7 No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.
- 15.8 For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

16. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

- 16.1 The validity (binding) period for the bid will be **84 days** from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders? This request will be done before the expiry of the original validity (binding) period.

17. CHANGE OF ADDRESS

- 17.1 Bidders must advise the Department of Health's Central Supply Chain Management Unit, Contract Section, should their ownership and/or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

18. DELIVERY, MARKING AND PACKAGING

- 18.1 Basis of delivery of products must be made in accordance with the instruction appearing on the official Order form. The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 18.2 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against the delivery that has been affected.
- 18.3 In respect of goods and services awarded, the Contractors must adhere strictly to the delivery periods stipulated in the bid document or as agreed with the Department. In case of delays in the supplier's performance, the supplier must inform the department or institution of such delays and comply with conditions as stipulated on the GCC. Should the Contractor fail to supply the goods within the time stated in its bid, or within the extended time allowed to them, the department reserves the right, to cancel the contract and purchase the goods elsewhere and the Contractor shall refund to the department any extra cost incurred over and above the contract price.
- 18.4 All deliveries must take place from Monday to Friday between 08h00 and 14h00. In emergency cases, the department reserves the right to request the successful bidder/s to urgently effect deliveries at any given time including Saturdays, Sundays and public holidays.
- 18.5 Order details must be presented upon delivery on delivery notes. Deliveries not complying with the order form, specifications or samples submitted, will be returned to the Contractor at the Contractor's expense. Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Department. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- 18.6 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Department. It is the Contractor's responsibility to off load the delivery vehicle. Delivery packages should be of a durable quality that will allow stacking and for further transportation without breakage.
- 18.7 The following information must appear on the outer packaging of the carton/box:
- (a) Name of the manufacturer/supplier
 - (b) Description of item
 - (c) Date of manufacture
- 18.8 Where applicable each item in a carton must be individually labelled and the following information must appear on the outer packaging of the carton:
- a) Name of the manufacturer/supplier;
 - b) Description of item;
 - c) Item number code/catalogue number;
 - d) Date of manufacture;
 - e) Product expiry date;
 - f) Batch No.;
 - g) Lot No.

- 18.9 Random inspection and sampling of items will be conducted upon delivery to verify quantity and compare the item against the contract sample and any other quality accreditation or health standards that is prescribed.
- 18.10 No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of Contract Management at Central Supply Chain Management, Department of Health.

18.11 Delivery of the 16 gensets may take place over the contract duration and will be as follows:

First set of FOUR generators	Within 3 months of the Award Date
Second set of FOUR generators	Within 6 months of the Award Date
Third set of FOUR generators	Within 9 months of the Award Date
Final set of FOUR generators	Within 12 months of the Award Date

Final delivery of the gensets will be staggered and thus the duration of the contract will extend to a maximum of 48 months.

20 INVOICES AND PAYMENTS

- 20.1 All invoices must be submitted in the original format.
- 20.2 All invoices submitted by the Contractor must contain the word "INVOICE" for non-VAT vendors or "TAX INVOICE" for VAT vendors only. VAT number must be reflected for VAT vendors.
- 20.3 A tax invoice shall be in the currency of the republic of South Africa and shall contain the following particulars:
- (a) The name, address and registration number of the supplier;
 - (b) The name and address of the recipient;
 - (c) An individual serialized number and the date upon which the tax invoice is issued;
 - (d) A description of the goods or services supplied;
 - (e) The quantity or volume of the goods or services supplied
 - (f) The value of the supply, the amount of tax charged and the consideration for the supply; or
 - (g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.
- 20.4 A Contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered. The goods must be accepted and signed off by the relevant delegated official.
- 20.5 Should a Contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount. Where discounts or rebates received by the Department, the Contractor to provide credit note.
- 20.6 Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol will apply if accounts are queried:
- (i) Contact must be made with the officer-in-charge of Logistics and Accounts Payable;

- (ii) If there is no response from Logistics and Accounts Payable, the Finance Manager and the Chief Executive Officer of the institution must be contacted.
- (iii) Failing all of the above, the Contractor must contact the Chief Director: Accounting Services supplying the following details:
 - a) Name/s of person/s contacted at the Institution and dates; and
 - b) Details of outstanding account.
 - c) The Chief Director: Accounting Services will then take the appropriate action.

20.7 The Institutions shall not be responsible for payment of any statutory increases in tariffs or imports or any fluctuations in foreign exchange rate for any item required Contractor, to realise its obligations in terms of this Contract. The rate of exchange, as agreed upon in this Contract is subject to review if stipulated within this contract and as agreed consented by both Parties.

20.8 The contractor may claim a part payment as per 18.11 above, only when a set of four generators has been handed over to the KZN DOH Engineer

21. STATEMENT OF SUPPLIES AND SERVICES

21.1 The Contractor shall, monthly, furnish particulars of supplies delivered or services executed. Such information must be submitted to the Department of Health Supply Chain Management, Contract Management as follows:

- (i) Name of institution.
- (ii) Orders received per each institution, order number, catalogue number, quantity delivered and invoice amount all inclusive.

21.2 Historical value and volume reports may be requested by the Department of Health, Supply Chain Management, during the term of the contract for the following:

a) SUPPLIER MEASURES

- Delivery period adherence
- Quality adherence

Note: This information will be submitted at the expense of the Contractor.

22. FIRM PRICES AND ESCALATIONS

22.1 This bid requires that all bid prices offered are firm for the period of the contract. If a non-firm price is offered, the bidder shall be disqualified for not complying with the conditions of the bid.

22.2 It is the responsibility of the bidder to take necessary precautions or to cater or include cover for unfavourable rate of exchange. Therefore, a price adjustment in respect of a rate of exchange claim will not be considered.

23. VALUE ADDED TAX (VAT)

- 23.1 All bid prices must be inclusive of all applicable taxes, even if the bidder is not a vat vendor.
- 23.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but an entity may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12 month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of bid.
- 23.3 **VAT will not be included** after an award of the bid or during contract management period.

24. ENTERING OF HOSPITAL/CLINIC STORES

- 24.1 No representative from a company shall be permitted to enter the hospital/clinic premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores. Before entering the hospital/clinic premises, buildings or containers where stores are kept, the company representative must in writing, motivate why entry is necessary and written authority must be obtained to enter from the Head of the Institution or delegated official.

25. DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR

- 25.1 The Department's property supplied to a Contractor for the execution of a contract remains the property of the Department and shall at all times be available for inspection by the Department or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Department forthwith.
- 25.2 The Contractor shall be responsible at all times for any loss or damages to the Department's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Department may require.

26. IRREGULARITIES

- 26.1 Companies are encouraged to advise the Department of Health timeously of any possible irregularities which might come to their notice in connection with this or other contracts..

27. UNSATISFACTORY PERFORMANCE

In amplification of paragraph 21; 22 and 23 of the GCC, unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

- (i). The institution shall warn the Contractor by registered/certified mail or email that action will be taken in accordance with the contract conditions unless the Contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the Contractor does not perform satisfactorily despite the warning the institution will:
- (a) Take necessary and appropriate action such as termination of contract in terms of its delegated powers.

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

28 RESTRICTION OF BIDDING

The Accounting Officer or his/her delegate must:

- a) Notify the supplier and any other person of the intention to restrict it doing business with Department by registered mail or email. The letter of restriction must provide for:

- 35 The grounds for restriction;

- 36 The period of restriction which must not exceed 10 years;

- 37 A period of 14 calendar days for the supplier to provide reasons why the restriction should not be imposed.

- b) The Accounting Officer his/her delegate:

- i. May regard the intended penalty as not objected to and may impose such penalty on the supplier, should the supplier fail to respond within the 14 days; and

- ii. Must assess the reasons provided by the supplier and take the final decision.

- c) If the penalty is imposed, the Accounting Officer must inform National Treasury of the restriction within 7 calendar days and must furnish the following information:

- i. The name and address of the entity/ person to be restricted;

- ii. The identity number of individuals and the registration number of the entity; and

- iii. The period of restriction.

- d) National Treasury will load the details on the Database of Prohibited Vendors.

- e) The restriction period applicable will be based on the value of award/s made to the supplier over a financial year. The table below illustrates the restriction period that will be applicable per the award threshold:

29 CONTRACTOR'S LIABILITY

29.1 In the event of the contract being cancelled by the Department in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Department any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Department shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Department may suffer or may have suffered.

29.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as

a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

30 RIGHTS TO PROCURE OUTSIDE THE CONTRACT

- 30.1 The Department reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of State or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 30.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Department or local authority.
- 30.3 If contracted item/s become available from National Treasury transversal contract, the Department reserve a right to cancel the contract with a winning bidder by giving thirty (30) days' notice. If it in the advantage and interest of the department to participate.

31. PATENTS

- 31.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Department against any claims arising there from.

32 WAIVER

- 32.1 The granting by any party of any indulgence or postponement shall not be a waiver of its rights arising from this contract to demand full and specific performance of the contract.
- 32.2 No favour, delay or relaxation or indulgence on the part of any party in exercising any power or right conferred on each party in terms of this contract shall operate as a waiver of such power or right nor preclude any other or further exercises thereof or the exercise of any other power or right under this contract.

33 SUSPENSION

- 33.1 The Department may temporarily suspend whole or part of the supplied goods by providing no less than 5 days written notice to the Contractor, who shall on receipt of such written notice immediately cease the supply the goods. The Department will indicate the date on which the contract will be resumed in the aforementioned notice. No suspension shall exceed a total of 90 days unless otherwise agreed to by the parties in writing.
- 33.2 When the supply of the goods is suspended, the Contractor shall be entitled to pro-rata payment for the goods already delivered and reimbursement of all costs incidental to the prompt and orderly suspension of the contract.
- 33.3 Suspension of the contract shall not prejudice or affect the accrued rights and liabilities of the parties as at the date of suspension.

34 BREACH

- 34.1 Any termination notice referred to in GCC paragraph 23.1 shall be preceded by written notice requiring the defaulting party to remedy a breach of this contract within 14 days of the date of receipt of the notice.
- 34.2 If the defaulting party fails to remedy the breach within the 14 days, the aggrieved party shall be entitled without notice, in addition to any other remedy available to them at law or under this contract:
- 34.3 To claim specific performance of any obligation whether or not the due date for performance has arrived;
or
- 34.4 To terminate this contract in accordance with paragraph 23.1 of the GCC, against the defaulting party, in either event without prejudice to the aggrieved party's rights to claim damages.
- 34.5 The Contractor shall immediately advise the Department of the same, upon which the Department shall, in its sole and absolute discretion, decide whether to proceed with this contract or to terminate forthwith. Failure by the Contractor to advise the Department of a conflict of interest shall amount to a material breach of this contract.
- 34.6 A Party shall be deemed to be in breach of this Contract should the Party fail to comply with any material provisions of this Contract.
- 34.7 The aggrieved Party shall be obliged to first attempt to settle the matter by way of consultation with the defaulting Party. If the consultation fails, then the aggrieved Party shall promptly give the defaulting Party fourteen (14) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party may, without prejudice to any other's right at law:
- 34.7.1 Cancel this Contract in the event the defaulting Party committed a material breach.
- 34.7.2 Claim specific performance by the defaulting Party if such is a competent remedy in the circumstance.
- 34.7.3 Claim damages suffered, as limited under this Contract.

35. PREFERENCES

- 35.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Department may, at its own right:
- i. Recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the Contract; and/or
 - ii. Cancel the contract and claim any damages which the Department may suffer by having to make less favourable arrangements after such cancellation.
 - iii. The Department may impose penalties, however, only if provision therefore is made in the Special Conditions of Contract and Bid.

36. SEVERABILITY

- 36.1 The finding of any invalidity to any provision of the contract shall not render the whole contract a nullity. A court of law or arbitrator may sever the invalid provision and the remainder of the contract shall remain enforceable.

37. EXPORT LICENSES

- 37.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, Contractor shall:
- 37.1.1 Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before they have obtained such license;
- 37.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such license within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

38. INSURANCE

- 38.1 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.
- 38.2 Any insurance policies taken out by Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.
- 38.3 The Department and the Contractor must ensure that the insurance remains in force throughout the contract period.
- 38.4 In the event that the Department requests for such Certificate of Insurance, the Contractor shall submit such Certificate within 5 days, if this was not a mandatory requirement.

39. ESTIMATED QUANTITIES

- 39.1 The Department is under no obligation to purchase any stock, which is in excess of the indicated quantities of each item. Should there be quantities reflected in the bid forms these will be estimated figures and no guarantee is given or implied as to the actual quantity which will be ordered.

40. EXTENTION OF CONTRACT

- 40.1 This contract may be extended on a month-to-month basis for a period not exceeding six (6) months, provided that the procedures for the treatment of irregular expenditure are complied with in terms of the National Treasury regulations and the Departmental SCM Policy and delegations.
- 40.2 Further extension of the contract, authority will be granted by Head of Department: Health, subject to the provisions of National Treasury regulations and instruction notes.

41. CESSION OF CONTRACT

- 41.1 The Contract will be personal to the winning bidder, who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Department, and on such conditions as it may approve.
- 41.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of winning bidder for materials and minor components relating to the services supplied. The Department reserves the right to require winning bidder to submit, for noting, the names of such sub-contractors to ascertain their registration on the Central Suppliers Database and they must be legal entities.

42. CONTRACT AMENDMENTS / VARIATIONS

- 42.1 In amplification of paragraph 18 of the GCC, any amendments/variatioins, of the Contract shall come into effect in terms of the conditions contained in on “**Contract Amendments/Variations Register**”. This register must be signed by the duly authorised signatories of winning bidder and the Head of Department: Health or his/her delegated official.
- 42.2 Contracted winning bidder shall not, in performing its obligation, vary from the terms and conditions stated in this Contract whether by way of addition thereto or by way of omission therefrom, without the prior written consent from the Department (Accounting Officer/delegated official), and no claim on the part of winning bidder for any extra payments on the grounds of any alterations or extra work will be entertained.
- 42.3 If, after the commencement of the contract, the cost or duration of the services is altered as a result of changes in, or in additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter in respect of the contract, then the contract price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, winning bidder shall furnish the Department with a detailed justification for the adjustment to the contract price.

43. INTELLECTUAL PROPERTY

- 43.1 In amplification of paragraph 6 of the GCC, the intellectual property discovered or created as the direct or indirect result of this contract shall remain the property of the Department.

44. INSOLVENCY

- 44.1 In the event to winning bidder institutes insolvency proceedings or has insolvency proceedings involuntarily instituted against it, the Department may terminate this Contract immediately.
- 44.2 In the event of assets and monies issued to winning bidder in terms of this Contract, such assets and monies shall be excluded from the estate of winning bidder and shall be returned immediately upon clause 40.1 coming into effect.

45. DISPUTE RESOLUTION

- 45.1 In the event to winning bidder institutes insolvency proceedings or has insolvency proceedings involuntarily instituted against it, the Department may terminate this Contract immediately.
- 44.2 In the event of assets and monies issued to winning bidder in terms of this Contract, such assets and monies shall be excluded from the estate of winning bidder and shall be returned immediately.

45. DOMICILLIA CITANDI ET EXECUTANDI

For the purpose of this contract, the parties choose their respective domicilia citandi et executandi as follows :

The Department Physical and Postal Address:

Department Name	The KwaZulu-Department of Health
Physical Address	Natalia Building, 330 Langalibalele Street, Pietermaritzburg, 3201
Postal Address:	Private Bag X9051, Pietermaritzburg, 3200
Telephone numbers	033 – 395 2111
Telefax:	Nil

The Contractor or Bidder Physical and Postal Address:

Bidder/ Contractor Name	
Physical Address	
Postal Address:	
Telephone numbers	
Telefax:	
Email Address	

- 45.1 The parties hereby choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses given on the first page of this Contract. Any notice of any change in such address shall be given in writing by the parties concerned and delivered by hand or sent by registered mail to the other party, upon notification of which address so notified shall serve as the new citandi et executandi.
- 45.2 A party may at any time change that party's domicilium by notice in writing, provided that the new domicilium is in the Republic of South Africa and consists of, or includes, a physical address at which the process can be served.
- 45.3 Any notice to a party:
- 45.3.1 Sent by prepaid registered post in a correctly addressed envelope, to it, shall be deemed to have been received on the 7th (seventh) day after posting unless the contrary is proved);
- 45.3.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium, shall be deemed to have been received on the day of delivery; or
- 45.3.3 Sent by telefax or email to its chosen telefax or email number, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

39 PERIOD OF CONTRACT

- 39.1 The period of this contract is – 4 years (48 months)
- 39.1.1 The Contractor will have the first 12 months to manufacture and deliver all 16 gensets.
- 39.1.2 The remaining 36 months will be for the maintenance and repair of all gensets.

Section K : Specifications

INDEX

- PART ONE - PROJECT SPECIFICATION**
- PART TWO - TECHNICAL SPECIFICATION**
- PART THREE - PARTICULAR SPECIFICATION**
- PART FOUR - SCHEDULE OF EQUIPMENT**
- PART FIVE - SCHEDULE OF PRICES**

DUE TO THE CRITICAL NATURE OF THIS PROJECT, ONLY GENUINE AND ACCREDITED DIESEL GENERATOR SET MANUFACTURERS WITH LOCAL 24-HOUR SUPPORT AND IN HOUSE MAINTENANCE FACILITIES WILL BE CONSIDERED.

Preference will be given to Bidders who have registered offices / workshops within the borders of the Province of KwaZulu-Natal. This is in an effort to reduce response times to call outs for breakdowns in the more remote areas of the Province.

PURCHASE OF 16 PORTABLE STANDBY DISASTER MANAGEMENT GENSETS

PART ONE

PROJECT SPECIFICATIONS

1 NOTES TO BIDDERS

- 1.1 The institution (Wentworth Hospital) will remain open and operational at all times therefore the Contractor shall make the necessary arrangements with the Responsible Engineer, Institutional Management and maintenance staff for any issues with regard to storage and removal.
- 1.1.2 All items to be priced fully inclusive of all charges e.g. labour, transport, scaffolding, materials, profit, etc., but excluding Value Added Tax.
- 1.1.3 The Administration reserves the right to negotiate prices in the Schedule of Prices.
- 1.1.4 All redundant material and rubble shall to be removed from the institution's property immediately.

Material removed from site must have approval for site removal together with appropriate disposal certificate.
- 1.1.5 All equipment and materials used in this contract shall be that which is specified or **approved prior to submission and closure of the bid.**
- 1.1.6 The Contractor is advised to examine all the drawings (if any) and to visit the site prior to tendering to acquaint him/herself with the nature of the work to be done and access to the siting of the existing buildings etc., as no claim will be allowed on the grounds of ignorance of the conditions under which the work will be executed.
- 1.1.7 All items in the Schedule of Prices are **PROVISIONAL** and subject to re-measure after manufacturing.

- 1.1.8 The Schedule of Prices shall be read in conjunction with the Scope of Work. Any discrepancies or omissions shall be brought to the attention of the Project Leader immediately.
- 1.1.9 **Preference will be given to Bidders who have registered offices / workshops within the borders of the Province of KwaZulu-Natal. This is in an effort to reduce response times to call outs for breakdowns in the more remote areas of the Province.**
- 1.1.10 **Only Contractors who are registered with a CIDB Grading of 6 EB or 6 EP, or higher shall be considered.**

1.2 SCOPE OF CONTRACT

- 1.2.1 The Scope of the Contract is contained in Part Three (Particular Specification) contained hereunder.

1.3 PERIOD OF CONTRACT

Twelve (12) Months as the period for the Contractor to manufacture, supply and deliver all gensets.

Including a Thirty six (36) months service/maintenance, repair and transportation.

Therefore the total Period of the Contract is 48 months.

Total contract duration: 48 months.

1.4 SITE AND MODE OF PROCEDURE

The work contained in this contract will be carried out on the contractors/manufacturers premises and thereafter the generators are to be stored within the Wentworth Hospital generator strategic spares storage located in Durban in the Province of KwaZulu-Natal.

Damage to the existing buildings - Bidders to note that any damages done or occurring to any of the buildings will be repaired at the expense of the contractor/ Bidder.

The work undertaken shall be to the satisfaction of the KwaZulu-Natal Department of Health.

1.5 SATISFACTORY WORKS

All work shall be carried out according to the Department of Health's Standard Preambles to all Trades, the OHS Act, National Building Code of Practices and Regulations, the KZN DOH Policy Document for the Design of Electrical Installations and the SANS 10142-1 Wiring Code.

Copies of these documents are available from the office of the Manager, Infrastructure Development KwaZulu-Natal Department of Health, Townhill Office Park, 35 Hyslop Road, Pietermaritzburg and may be obtained on request.

PART TWO

TECHNICAL SPECIFICATION

1. GENERAL: OUTDOOR CANOPY TYPE STANDBY GENERATOR

FAILURE TO COMPLETE THE SCHEDULE OF INFORMATION IN ITS ENTIRITY SHALL LEAD TO THE DISQUALIFICATION OF THE BID.

FAILURE TO COMPLETE THE SCHEDULE OF INFORMATION IN ITS ENTIRITY SHALL LEAD TO THE DISQUALIFICATION OF THE BID.

The whole of the manufacturing shall be carried out in accordance with:

- The Department of Health Policy Document on the Design of Electrical Installations Revision 7 of 2013.
- All low voltage switchgear and control gear assemblies are to comply to SABS 1473 Part 1 - 1989 /IEC 439 - 1 1985.
- An Electrical Certificate of Compliance, in accordance with the SANS 10142-1 Wiring Code will be required for all Electrical Works.
- The Occupational Health and Safety Act and Regulations 85 of 1993.
- The Municipal By-laws and any special requirements of the Supply Authorities of the area or district concerned.
- Local Fire Regulations.
- The Contractor should fully familiarise himself with these documents prior to quoting.

The standby generators set herein specified is to be stored at Wentworth Hospital – Strategic Spares Stores in Durban in the Province of Kwa-Zulu Natal.

The ambient temperatures are 40°C maximum and 10°C minimum and +- 500m above mean sea level.

In order to best meet South Africa's employment targets, locally assembled generator sets will receive preference.

Due to the critical nature of this manufacture and supply, ONLY genuine and accredited DIESEL GENERATOR SET MANUFACTURERS with Local 24-hour support and IN HOUSE maintenance facilities will be considered.

When pricing this document, allowance must be made for the delivery to be carried out after hours and / or over a weekend at a time suitable to the KZN Department of Health's institution. The Tenderer must provide documented proof that they have the staff and capacity to carry out this type of works.

The Tenderer must provide documented proof that they have the staff and capacity to carry out this type of work.

2. SCOPE OF CONTRACT

The contract comprises the design, manufacture, assembly, pre-commissioning testing (Factory Acceptance Tests) delivery to site, off-loading at site, testing, on-site commissioning and handing over in first class working order of complete canopy type standby diesel generating sets and all ancillary equipment necessary to comply with the requirements of this specification.

The plant shall comprise a diesel engine coupled to an alternator mounted on a common base, a set of starting batteries, automatic charging unit, interconnecting cables, a control panel housing the generator M.C.C.B. and all necessary switchgear, including the change-over equipment and on-load bypass switch, together with a fuel system with 1000 liter day tank.

3. PLANT LOCATION

The standby diesel generating set shall to be installed as indicated under Part Two Particular Specification which forms part of this document.

Tenderers are advised to acquaint themselves with the site conditions including access, as no claim on the grounds of want of knowledge will be entertained.

The sets shall consist of an outdoor sound attenuated canopy type unit. The weather proof canopy shall be manufactured from galvanized sheet of **3CR12 for coastal locations**. It shall fit onto the set's base frame, making the entire unit self-contained. Lockable hinged doors (rust proof) shall allow access for maintenance purposes and louvres complete with vermin proofing shall be installed at both ends. The louvres shall be sized to suit the sets cooling and combustion air flow requirements. The canopy shall be painted with an etching primer, then finished with two coats of enamel paint or epoxy coated.

The standby diesel generating sets shall to be located as indicated under Part Two Particular Specification which forms part of this document.

Canopy Enclosure and Compartments

The canopy for each generator set should be constructed with compartments or ample space for trailing cables, fuel piping and anti-vibration pads to be stored within the canopy for ease of transportation.

Trailing cable sizes will differ for each genset and will depend on the size of each genset.

4. PLANT DUTIES

The diesel generating sets and its ancillary equipment shall normally operate as an automatic mains failure unit. It shall be capable of delivering its full rated output at any time and any ambient conditions likely to occur at the site. The generating set will not be required to be synchronized with the main supply.

5. SYSTEM

The system to which the plant is to be connected is 3 phase, 4 wire, 400 volt between phases and 230 volt between phase and neutral, with a frequency of 50 Hz.

6. RATING

Note: The units shall be capable of delivering:

- a. **3 x 630 kVA at 0.8 power factor at PRIME POWER.**
- b. **4 x 500 kVA at 0.8 power factor at PRIME POWER.**
- c. **2 x 300 kVA at 0.8 power factor at PRIME POWER.**
- d. **2 x 250 kVA at 0.8 power factor at PRIME POWER.**
- e. **1 x 150 kVA at 0.8 power factor at PRIME POWER.**
- f. **2 x 100 kVA at 0.8 power factor at PRIME POWER.**
- g. **2 x 60 kVA at 0.8 power factor at PRIME POWER.**

The unit shall deliver 60% of the initial load + - 15 sec after start up and the balance of load 40% shall be delivered after a further 10 sec.

The rating of the diesel generating sets shall be based on operation of the set when equipped with all necessary accessories such as radiator fan, air cleaners, lubricating oil pump, fuel transfer pump, fuel injection pump, water circulating pump, and battery charging alternator.

The generator sets shall be capable of delivering the specified output continuously under the site conditions without overheating. The engine shall be capable of delivering an output of

110% of the specified output for one hour in any period of 12 hours consecutive running in accordance with BS5514.

7. DIESEL ENGINE

7.1. Type

The engine shall be of the multi cylinder, four stroke cycle, cold starting, direct injection, compression ignition type, suitable for operation on diesel fuel.

Only genuine engines with full local Original Equipment Manufacturer (O.E.M.) backup will be accepted. Grey products and “copies” will under no circumstances be accepted and will lead to the Tender being rejected.

7.2. Cooling System

The engine shall be of the water cooled type and the cooling system shall be of sufficient capacity to cool the engine when the set is delivering its full rated load in the ambient conditions specified in Clause 1.

The engine shall be equipped with a heavy duty type radiator, complete with engine driven fan and centrifugal water circulating pump and a thermostat to maintain the engine at the makers recommended temperature level.

A thermostatically controlled immersion heater shall be provided and fitted in the engine cooling circuit to ensure easy starting of the engine at any ambient temperature.

The heater shall be so fitted that it can easily be withdrawn without having to drain the system. The heater shall be suitable for a 220 volt 50 Hz supply.

A low radiator level shutdown sensor switch shall be fitted in the radiator header tank. A separate temperature sensor must be fitted on the block for the normal high engine temperature shutdown and gauge.

The sight gauge shall be easily accessible for reading purposes and it shall be safe and easy to top up the coolant without having to climb inside or over the unit.

7.3. Speed

The engine speed shall not exceed 1500 R.P.M. at normal full load conditions.

7.4. Fuel

The engine shall be capable of satisfactory performance on a commercial grade of distilled petroleum fuel oil such as Number 2 fuel oil. (Commercial grade diesel fuel: **500ppm**).

7.5. Rating

The engine shall be suitable for continuous running at the specified speed, delivering its rated output at the specified site conditions.

In addition the engine shall be capable of delivering 110 % load for one hour, after the set has been running at full load for a period of six hours and shall, after the overload period of one hour be capable of maintaining the rated output continuously without any undue mechanical strain, overheating, incomplete fuel combustion or other ill effects.

The engine shall have sufficient capacity to start up and shall within 15 seconds from mains failure, supply the full rated load at the specified voltages and frequency.

7.6. Governor

The engine shall be of the latest electronic type, or controlled by a governor to maintain governed speed for 50 Hz operation. Class A1 governing in accordance with B.S. 5514 as amended is required.

7.7. Fuel System

The complete system including base tank shall be sized at 1000 liters.

An engraved label shall be installed in a conspicuous area on the generator control panel that indicates the following:

- Base tank capacity.
- Full load litres per hour consumption.

7.7.1 Base tank

The fuel tank shall be an integral part of the base frame of the generator set.

The base tank shall be a closed channel self-bunded/double-walled type that shall be of sufficient capacity to contain any spillage, equivalent to 80% in volume of the base tank. A float level alarm connected to the generator controller shall be incorporated into the bund area located such that the alarm will be activated when 50% of the volume of the bund area has been reached in the event of any diesel fuel leakage.

The base tank shall not exceed 1000 liters capacity, be fitted with a suitable filter, **breather pipe, visual** gauge, removable inspection cover, drain, filler cap, low level and extra low shutdown alarm sensors. These shall supply an audible and visible signal on the control panel.

The **base tank** shall be fitted with the following:

- A suitable fuel filter.
- Breather pipe
- Visual dial fuel level indicator
- Removable inspection cover
- Tamper proof drain plug
- Filler pipe & lockable cap
- Low level and extra low shutdown alarm sensors. These shall supply an audible alarm and visible indication on the control panel.
- Spillage containment sensor. It shall supply an audible alarm and visible indication on the control panel.

In addition, pump, solenoid valve start, stop sensors are required to control the automatic filling of the base tank from a remote free standing tank.

The set shall be supplied with a hand operated “wing pump” and a suitable length of oil resistant hose. The hose shall be of the “push lock” type and shall be sufficient in length to extend to the door for filling from 200 litre drums.

Drain plugs shall be constructed in such a manner that shall prevent the removal of such drain plug by conventional means i.e. shifting spanner, pliers etc.

7.7 Lubricating

The engine shall be provided with a forced feed lubricating system with a gear type lubricated oil pump for supplying oil under pressure to the main bearings, crank pin bearings, pistons, piston pins, timing gears, camshaft bearings, valve rocker mechanism and all other moving parts.

Full flow replaceable element type oil filters, conveniently located for servicing, shall be provided. Filters shall be provided with a spring loaded by-pass valve to ensure circulation if the filters become clogged.

7.8 Cylinder Liners

The engine shall be provided with removable wet or dry type cylinder liners of close grained alloy iron.

7.9 Air Cleaners

The engine shall be provided with one or more dry type air cleaners which shall provide positive air filtration.

7.11. Exhaust System

The engine shall be fitted with **Grade 304 stainless steel for coastal areas**. Flexible bellows shall be fitted between the exhaust outlet and the silencer. The flexible piping must on no account be used to form a bend or compensate for misalignment. The silencer shall be located within, or on top of the canopy. The silencer shall be of the highly efficient type suitable for use in residential areas and shall be capable of providing 20 to 30 decibels of suppression.

The silencer and discharge piping shall be suitably supported.

The exhaust pipe inside the canopy shall be **suitably lagged then clad in galvanized or polished stainless steel sheet.**

The end of the exhaust shall be cut to a 45 degree angle, in order to prevent rain ingress and mesh shall be welded into the end to prevent birds or rodents from entering the pipe and long enough to not present any exhaust residue onto the canopy.

7.12. Flywheel

The flywheel shall be designed to limit the cyclic irregularities to within the limits laid down in B.S. 5514 as amended.

7.13. Engine Starting

The engine shall be equipped with a 12/24 volt starting system of sufficient capacity to crank the engine at a speed, which will allow starting of the engine.

The starting equipment shall include a 12/24 volt D.C. starter motor engaging directly on the flywheel ring gear. A heavy duty battery charging alternator and maintenance free batteries of the Delco/Deltec type shall be supplied. The batteries shall be mounted in a lockable battery box. Battery technology to be used must be

The batteries shall be connected to the engine with suitably rated P.V.C. insulated flexible leads.

The batteries shall have sufficient capacity to provide three automatic attempts to start immediately followed by three manual attempts without any appreciable drop in voltage. The automatic attempts to start shall each be of not less than 10 seconds duration with 10 second intervals between and the manual attempts shall be based on the same cranking period.

A device shall be provided to limit the cranking time of each automatic attempt to start, to the 10 seconds specified above and to provide three automatic attempts after which the automatic starting mechanism will cut out until manually reset and at the same time sound an audible alarm and illuminate the L.E.D. on the generator controller. The engine driven battery charging alternator shall have sufficient capacity to recharge the batteries back to normal starting requirements in not more than six hours.

A battery charging unit of the trickle charge type shall be provided to maintain the batteries at full capacity when the set is at rest. The charging equipment shall be connected so that

the battery is normally charged from the mains, but is also charged under mains failure conditions from the diesel generating plant and if required via an inhibitor relay to prevent dual charging. The unit shall be complete with voltmeter, push button test, D.C. and A.C. protective gear. The charging unit shall be incorporated in the diesel generator control cabinet.

7.14. Engine Instruments

As per the Deep Sea DSE 7320 Controller fitted with DSE Webnet DSE890 Gateway complete with separate GPS and GSM antennae.

7.15. Safety Controls

The engine shall be equipped with the safety controls as specified in 11.4.

7.16. Engine/Alternator Coupling and Base

The engine and alternator shall be direct coupled and arranged for operation at 400/230 volt, 50Hz and 1500 RPM.

A 3CR12 stainless steel fabricated base-frame (incorporating the day fuel tank) with anti-vibration mounts between the engine / alternator combination and base shall be provided and must be able to be placed directly on a concrete plinth / slab.

The base frame shall incorporate the canopy mounting arrangement.

8. RADIATOR EXTRACT DUCTING

A galvanized duct shall be provided and installed between the radiator face and outlet louver to positively expel and duct the hot air out of the canopy and genset vicinity. A flexible section shall be fitted between the radiator face and duct in order to prevent the recirculation of hot discharged air.

9. A.C. GENERATOR

As per the engine requirements, only genuine and locally supported recognised Original Equipment Manufacturers (O.E.M.) alternators will be acceptable. Grey products and copies from the East are unacceptable and will result in the Tender being rejected.

9.1. Rating

The generator shall be a 400/230 volt, 3 phase, and 4 wire 50 Hz machine. The generator rating shall be applicable for continuous service application.

Note: The units shall be capable of delivering

- a. 3 x 630 kVA at 0.8 power factor at PRIME POWER.
- b. 4 x 500 kVA at 0.8 power factor at PRIME POWER.
- c. 2 x 300 kVA at 0.8 power factor at PRIME POWER.
- d. 2 x 250 kVA at 0.8 power factor at PRIME POWER.
- e. 1 x 150 kVA at 0.8 power factor at PRIME POWER.
- f. 2 x 100 kVA at 0.8 power factor at PRIME POWER.
- g. 2 x 60 kVA at 0.8 power factor at PRIME POWER.

The unit shall deliver 60% of initial load + - 15 sec after start up and the balance of load 40% shall be delivered after a further 10 sec.

9.2. Construction and Manufacture

The generator shall be a revolving field type, coupled directly to the engine flywheel through a flexible disc for positive alignment. The generator housing shall bolt directly to the engine flywheel housing and shall be equipped with a heavy duty ball bearing support for the rotor. The motor shall be dynamically balanced up to 25 % over speed.

The generator shall be of heavy duty compact design. Insulation shall be Class H as recognised by B.S.5514.

The generator field excitation shall be performed by a rotating exciter mounted on the generator motor shaft through a brushless rotating diode system. The voltage regulator shall be of the static-magnetic type with silicon diode control. It shall be mounted on the top or side of the generator and enclosed in a drip proof enclosure. A built in voltage adjusting rheostat shall provide 10 % voltage adjustment.

9.3. Performance

The generator shall be capable of continuously delivering the full rated load specified in Clause 9.1 and of providing a 10 % overload for the period and in the manner specified for the engine in Clause 7.5.

9.4. Wave Form

The shape for the voltage and current wave shall be within the limits laid down by B.S. 5000.

9.5. Voltage Regulation and Response

The alternator shall be self-regulated and shall incorporate an automatic voltage regulator.

The voltage regulation shall not exceed $\pm 2\frac{1}{2}\%$, from no load to full load, including cold to hot variations at any power factor between 0,8 lagging and unity and inclusive of speed variations within the limits stated in Clause 7.6.

Upon application of full load at a power factor of 0,8 lagging the alternator voltage shall recover to within $2\frac{1}{2}\%$ of the steady state value within approximately 300 milliseconds.

Upon application of any load specified in transient, maximum voltage dip shall not exceed 20% of the nominal voltage when measured at the alternator terminals.

9.6 Windings

The generator stator windings shall be star connected with the star point brought out and connected to the neutral terminal in the terminal box on the generator to provide a 400/230 volt supply.

9.7. Terminal Box

The terminal box shall be fitted to suit the cable route and it shall be large enough to allow for glanding and connecting the cables specified in Clause 13.1.

9.8. Radio and T.V. Interference

The generating set shall be suitably suppressed within the limits of B.S. 800 against radio and television interference.

10. DIESEL GENERATOR LV PANEL

10.1. Type and Construction

The control panel shall be designed for the control of the diesel generating set with instrumentation and protective devices to meet both manual and automatic mode requirements.

The control panel shall be of robust construction, totally enclosed and dustproof.

It shall be of folded 1,6 mm thick cold rolled sheet 3CR12 stainless steel construction, suitable for front entry through rust proof hinged doors. Internal chassis plates, circuit breaker pans and gland plates shall be provided. Special attention shall be given to vermin proofing and dust sealing.

Prior to painting, all steelwork must be thoroughly degreased and re-rusted and then primed with a zinc chromate primer. All internal steel chassis plates, gland plates and switchgear brackets shall be painted with white powder epoxy paint and all exterior steel surfaces shall be finished with red powder epoxy paint.

The control panel shall be built into three separate sections, with the controls, change-over and on load bypass switch each having its own section.

10.2 Bus-Bars, Wiring, Switchgear, etc.

All bus-bars and wiring shall be adequately rated and suitably supported, and control wiring shall be neatly laced and numbered with durable plastic ferrules, for easy tracing. Suitable terminals are to be provided for incoming and outgoing cables. Suitably sized holes shall be punched in the gland plates for the required number of cable terminations for both incoming and outgoing cables. The cables shall be secured to the gland plate by means of cable glands as Pratley, C.C.G. or other approved. The gland plate shall be suitably braced to prevent distortion after the cables are glanded thereto.

Circuit breakers are to be of moulded case construction and the 4 pole motorized change-over switch and "On Load" bypass switch shall be a reputable make, with full local representation.

All instrumentation shall be of 1.5% accuracy and their performance shall comply with B.S.89. The instruments shall be flush mounted and the dial dimensions shall be 96mm x 96mm.

Tenderers must give assurance with their tender that replacements for the equipment, switchgear and instruments used in the construction of the panel are readily available from stock held in the Republic of South Africa.

11. **CONTROL PANEL**

11.1 The change-over panel is to be situated inside the canopy.

11.2 The supply and installation of all cables and supports between the generator set and AMF control panel forms part of this contract.

11.3 Changeover Board and Bypass Switch

11.3.1 1 x T.P. Generator MCB. The MCB shall be rated to suit the generator offered and shall have both adjustable thermal and instantaneous overload elements.

11.3.2 1 x Set of Four Pole automatic changeover isolators with motor operated mechanisms (Minimum rating of 630amps) and with appropriate auxiliary and control contacts with electrical and mechanical interlocking arrangements to the approval of the Department. The units are to be Socomec, ABB or other approved prior to the close of the Tender.

11.3.3 Bypass – Switch

1 x On Load hand operated by pass switch (Minimum rating of 630amps) of the isolator type with three operating positions labelled "NORMAL", "OFF" and "BYPASS" to enable the changeover equipment and control circuitry to be by passed for maintenance purposes. The units are to be Socomec, ABB or other approved prior to the close of the Tender.

11.3.6 3 x Open ring CTs suitably scaled.

11.3.7 1 x Open ring VT

11.3.8 Load, neutral and earth bus-bars.

11.3.7 Control Section

- a) Automatic constant voltage battery charger.
- b) Electronic governor control (if required and not an electronic engine).
- c) Control C/B for instruments.
- d) Control relays for change over contacts.
- e) 12 / 24 Volt fuel relays.
- f) Terminal strips.

11.3.11 Door Mounted Components

NOTE: While the controller incorporates some of this equipment, the specified items as detailed below are STILL REQUIRED and shall be mounted on the door.

- a) As per the Deep Sea DSE 7320 Controller fitted with DSE Webnet DSE890 complete with separate GPS and GSM antennae 1 x Deep Sea DSE 7320 Generator Controller
- b) 3 x Flush mounted M.D.I. 96 x 96mm dial ammeters suitably scaled
- c) 1 x Flush mounted 96 x 96 mm dial voltmeter, 0 - 500VAC.
- d) 1 x Flush mounted voltmeter selector switch with off, phase to phase and phase to neutral positions.
- e) 1 x Flush mounted running hour meter.
- f) 1 x Emergency stop push button - "Latching type".
- g) 1 x Engine alternator charge indication.
- h) 1 x Key operated canopy light switch to **operate LED lighting inside the canopy area** – set of 2 LED lights required.

11.4 Control Equipment Requirement

Control systems may not consist of the electromagnetic relay type. Only the Deep Sea DSE 7320 fitted with Deep Sea Webnet DSE890 Gateway complete with separate GPS and GSM antennae or equivalent (Subject to approval by DoH prior to the closure of the Tender) solid state programmable systems will be accepted.

The solid state controller and associated systems wiring shall be to the control system manufacturer's guidelines and shall be adequately protected against transient over voltages arising from lightning effects, switching surges, power system surges or mains and alternator borne noise/interference. Full details of the suppression systems are to be provided at tender. Wiring to and from the solid state programmable controller is to be screened as necessary to prevent electrostatic and magnetic interference from adjacent wiring/systems.

SPECIFICATION FOR CONTROLLER

FRONT PANEL INDICATORS AND DISPLAYED MESSAGES

- a The controller status including Warning and Shutdown/ Critical alarms shall be indicated by combination of LCD and messages on the LCD display.

<u>CONDITION</u>	<u>LCD</u>	<u>DISPLAY MESSAGE</u>	<u>WARNING</u>	<u>SHUTDOWN</u>
HIGH ENGINE TEMPERATURE		X		X
LOW OIL PRESSURE		X		X
OVER SPEED		X		X
UNDER SPEED		X		X
LOW FUEL AT 30% OF CAPACITY	X	X	X	
NO FUEL AT 10% OF CAPACITY	X	X		X
LOW BULK TANK		X	X	
LOW WATER		X		X
START FAILS AFTER 3 CRANKS AT 10 SECOND INTERVALS.	X	X		X
EMERGENCY STOP	X	X		X
SHUTDOWN / CRITICAL	X	X		X
MAINS PHASE ROTATION FAULT		X		X
HIGH MAINS VOLTS		X		X
LOW MAINS VOLTS		X		X
MAINS ON	X	X		
MAINS ON LOAD	X	X		
ALTERNATOR ON	X	X		
ALTERNATOR ON LOAD	X	X		
ALTERNATOR PHASE ROTATION		X		X

HIGH ALTERNATOR VOLTS		X		X
LOW ALTERNATOR VOLTS		X		X
BATTERY VOLTS FAULT		X	X	
ALTERNATOR CHARGE FAULT		X	X	
AUTO	X			
TEST	X			
MANUAL	X			
MANUAL START	X			
MANUAL STOP	X			
MANUAL OR TEST (NOT IN AUTO)	X			
<u>TIME DELAYS IN SECONDS</u>				
MAIN FAILURE DELAY	10			
START-UP TIME	5			
MAINS RETURN DELAY	60			
COOL DOWN DELAY BEFORE SHUT DOWN.	120			

FRONT PANEL SWITCHES

As per the Deep Sea 7320 controller

PLANT OPERATION

The mode selector touch pad functions shall be as follows

OFF/RESET	Control system off and alarm condition reset.
AUTO	Automatic starting and stopping of the set dependent on the mains supply.
MANUAL	Starting and stopping activated manually. In this mode the load will not be transferred in the event of a mains failure.
TEST	The set will start automatically in this position. The load will be taken by the alternator in the event of a mains failure and will run off load.

LOGGING OF EVENTS

As per the Deep Sea DSE 7320 Controller fitted with DSE Webnet DSE890 Gateway complete with separate GPS and GSM antennae.

USER PROGRAMMABLE

As per the Deep Sea DSE 7320 Controller fitted with DSE Webnet DSE890 Gateway complete with separate GPS and GSM antennae.

12. ELECTRICAL

Cables between the generator set and control panel shall be supplied and installed in accordance with the requirements of the S.A.N.S. Wiring Code (S.A.N.S. 10142 – 1:2017 as amended).

12.2. Terminations

The cables are to be made off with suitable cable glands as C.C.G, Pratley or other approved. The cable glands at the control panel shall be secured to the gland plate in the base section of the panel and at the generator end to the terminal box.

The cable conductors shall be terminated with suitably rated pressure crimped cable lugs.

12.3. Earthing

The neutral point of the generator shall be solidly connected, by means of an appropriate size of insulated earth conductor, to the earth bar in the alternator and in the panel. All plant, ancillary equipment and steel work in the stand-by plant room shall be suitably bonded together with an appropriate size of bare copper tape which shall also be connected to the earth-bar.

A portable earthing kit of sufficiently low impedance to match the generator rating, must accompany each generator set and stored safely within the genset canopy or designated storage compartment.

12.4. Phase Rotation

The Contractor shall ensure that the mains and generator phase rotations are identical. The existing phase rotation shall be determined prior to the changeover shutdown to ensure that the new set is connected with the same phase rotation.

13. **PAINTING**

The engine and generator shall be painted **uniformly** with best quality enamel paint **in a colour approved by the Department.**

The control panel shall be painted with best quality powder coated signal red paint.

14. TESTING

14.1. Testing At Contractor's Premises

An acceptance test shall be carried out at the Contractor's site to establish that the diesel generating plant and its ancillary equipment meets with the requirements of the specification. The Contractor shall give the consultant at least seven days' notice prior to testing the plant. In the event of the plant failing the test and having to be re-tested, at some future date, all expenses (including travelling) incurred by the consultant in attending the second test will be to the Contractor's account. All fuel used for the test will be for the tenderers account.

- a) Simulate a mains failure to automatically start the plant from cold to test its ability to attain full rated speed and voltage and assume the full load in the specified time of ten seconds.
- b) Test run the plant at full load for a period of one hour.
- c) Immediately after the above specified run, without stopping the plant, run it for a further hour at 110 % load.
- d) Test the plant with regards to voltage dip, voltage and frequency recovery, with a sudden application of various loads.
- e) Test the plant for its ability to assume full rated load immediately on failure of the normal supply.
- f) Test and demonstrate (by simulation only where actual Conditions could damage the plant and its ancillary equipment) the correct operation of the engine safety controls and alarms together with other alarms as specified.
- g) Any other tests the client may consider necessary to establish that the diesel generator and its ancillary equipment as a whole is functioning correctly and in accordance with the specification.

- h) The aforementioned tests must be completed together with the pre-commissioning checksheets as per the attached Annexure – “DEPARTMENT OF HEALTH - GENERATOR PRE-DELIVERY SHEET REV 3.2 OCT 2020”.
- i) **The testing at Contractors facilities will include all accommodation, transportation and subsistence for the DOH Official; in the event of the manufacturer’s premises falling outside of the eThekweni District and shall be at the cost of the Contractor.**

NB The Contractor shall provide necessary instruments and equipment for carrying out the tests. The test equipment shall be capable of producing 100 % load for one hour and 110 % load for a further hour continuously without interruption. The test load shall be adjustable and balanced over three phases.

The instrumentation shall be capable of recording and producing printed data pertaining to transient voltage dips, recovery time, applied load, etc, as specified in Clause 9.5.

14.2. Tests On Site

On completion of the manufacture of the plant, the following test shall be carried out.

- a) Automatic starting and stopping with load change over. The load in this instance will be provided by the client.
- b) Test by simulation only of the operation of the engine protection and alarm devices.
- c) Any other tests which the Project Leader may require on site.
- d) The aforementioned tests must be completed together with the pre-commissioning checksheets as per the attached Annexure – “DEPARTMENT OF HEALTH - GENERATOR COMMISSIONING CHECK SHEET REV OCT 2020”.

15. NOTICES & LABELS

15.1. Warning Notice

The Contractor shall provide and install in a conspicuous position in the plant room a clearly legible and indelible notice 450 x 450mm made from non-deteriorating material, preferably plastic with red letters on a white background worded to read as follows:

DANGER

THIS ENGINE WILL START WITHOUT NOTICE. TURN THE CONTROLLER OFF AND PRESS THE EMERGENCY STOP BUTTON IN BEFORE WORKING ON THE PLANT.

- 15.2 All labels shall be RED engraved letters on WHITE Ivorene glued with super glue or pop riveted to cover plates where applicable. Letter size shall be a minimum of 3mm.

16. OPERATING AND MAINTENANCE MANUALS, ETC.

The Contractor shall supply three complete comprehensive sets of operating and maintenance manuals, complete with schematic control diagrams and complete spare parts list for both engine and generator.

The above manuals are to be handed to the authorized representative on completion of the delivery.

In addition a complete schematic diagram of the power and control circuitry is to be mounted in a **glass** fronted wooden or non-ferrous metal frame and fixed **to the canopy door adjacent to the generator control panel.**

The Contractor is to provide a schedule containing particulars and part numbers of all major components e.g. relays, timers etc. of the control circuitry to facilitate the ordering of spares.

NOTE: Under no circumstances will **Practical Completion** be taken of the plant and equipment unless these requirements have been completed.

17. DRAWINGS

Within one month of the receipt of order the successful Tenderer shall submit prints of each of the following drawings for approval:-

- a) General arrangement of the stand-by plant switchboard front panel.
- b) Schematic of the complete electrical systems, including starter motor, battery and automatic battery charger.

18. SPARE PARTS

Tenderers must **provide an assurance** with their Tender that spare parts for the plant offered by them as a whole are readily available within the Republic of South Africa and to state where these **spare parts** are available.

19. GUARANTEE AND MAINTENANCE

19.1. General

The Contractor shall guarantee and maintain the Contract Works for a period of twelve months (12) after **Practical Completion** of the plant. During the maintenance period the Contract Works shall be maintained as specified in Clause 21 by the Contractor and any defective material, equipment or workmanship (excepting proven, willful or accidental damage, or fair wear and tear) shall be made good with all possible speed at the Contractor's expense and to the satisfaction of the client.

19.2. Making Good

When called upon by the client the Contractor shall make good on site and shall bear all expense incidental thereto including making good of work by others, arising out of removal or replacement of equipment. All work arising from the implementation of the guarantee or maintenance of equipment shall be carried out at times which will not result in any undue inconvenience to users of the equipment or occupants of premises.

If any defects are not remedied within a reasonable time the client may proceed to do the work at the Contractor's risk and expense, but without prejudice to any other rights which the client may have against the Contractor.

19.3. Latent Defects and Failure to Comply with Specification

The client reserves the right to demand the replacement or making good by the Contractor at his own expense of any part of the Contract which is shown to have any latent defects or not to have complied with the Specification, notwithstanding that such work has been taken over or that the guarantee period has expired.

19.4. Qualification by Tenderer

Should any specified materials or equipment in the Tenderer's opinion be of inferior quality, or be unsuitably employed, rated or loaded, the Tenderer shall prior to the submission of his tender advise the consultant accordingly. His failure to do so shall mean that he guarantees the work including all materials or equipment as specified.

20. MAINTENANCE

At six monthly intervals (2) during the guarantee period of twelve months thereafter six-monthly intervals maintenance & repair period of 24 months, starting from the date of Practical Completion, the Contractor shall adjust and maintain the standby plant and its ancillary equipment in proper working order. As a minimum requirement the Contractor shall:

- a) Check and top-up if necessary, the fluid levels in the radiator, engine sump, fuel oil tank and batteries.
- b) Test run the standby plant and ancillary equipment for a period of 15 minutes.
- c) Wipe down the standby plant and its ancillary equipment and report on any evidence of any fluid leaks or other defects.
- d) Fill in the standby plant logbook.

The cost of such inspections, maintenance, adjustments, repairs, etc., shall be included in the tender price, but the cost of renewing any part which may become worn through fair wear and tear, or damaged beyond the control of the Contractor (provided this is not due to unsuitable design) shall be excluded.

If during the guarantee and maintenance period the standby plant is not in working order for any reason for which the Contractor can be held responsible, then the Contractor will be notified and immediate steps shall be taken by him to remedy the defects. Should the standby plant defects be so frequent as to become objectionable or should the equipment otherwise prove unsatisfactory during the guarantee period of twelve months, the Contractor shall, if called upon by the client, at his own expense replace the whole or such parts thereof as the client may deem necessary with equipment to be specified by the client. Approval - tacit or otherwise - of the equipment installed shall be considered as provisional only and shall not invalidate the client's right as indicated above.

PART THREE

PARTICULAR SPECIFICATION

3.1 GENERAL

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

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

The scope of the project are summarised below:

- Manufacture, supply, deliver and commission:
 - 3 x 630 kVA 400V, 50Hz, Diesel Standby Generator Set
 - 4 x 500 kVA 400V, 50Hz, Diesel Standby Generator Set
 - 2 x 300 kVA 400V, 50Hz, Diesel Standby Generator Set
 - 2 x 250 kVA 400V, 50Hz, Diesel Standby Generator Set
 - 1 x 150 kVA 400V, 50Hz, Diesel Standby Generator Set
 - 2 x 100 kVA 400V, 50Hz, Diesel Standby Generator Set
 - 2 x 60 kVA 400V, 50Hz, Diesel Standby Generator Set

- A **third** DSE Controller for use as paralleled synchronous generators in the event where increased capacity is needed:

Additional DSE Controller:	Resultant Generating capacity
1 x 630 kVA 400V, 50Hz, Diesel Standby Generator Set	1260kVA
2 x 500 kVA 400V, 50Hz, Diesel Standby Generator Set	1000kVA (2 off)
1 x 300 kVA 400V, 50Hz, Diesel Standby Generator Set	600kVA

- The tertiary DSE controller should be mounted within the control panel, next to the secondary DSE Controller.
 - A terminal box should be mounted on the secondary genset to allow for cables from the primary genset to allow for synchronous functionality.
- a. Manufacture, supply, deliver and store suitably rated **cables** within the canopy or within a designated compartment designed for the cables. Compartment must be large enough to store all cables without subjecting cables to the designed minimum bend radius of said cable.
 - b. Manufacture, supply, deliver and store suitably rated **diesel pipework** within the canopy or within a designated compartment designed for the cables. Pipes to include all fitting necessary to tie into any/all existing bulk or day tanks at any given location.
 - c. Provide suitable sound proof outdoor enclosure made from 3CR12 material. (Coastal Area); Sound attenuated **to <70dB**.
 - d. Manufacture, supply and store suitably rated portable earth kit within the canopy or within a designated compartment designed for the cables for each generator.
 - e. Manufacture, supply, deliver and store anti vibration pads within the canopy or within a designated compartment designed for the cables for each generator.
 - f. All cables, diesel fuel pipework, portable earth and anti-vibration pads **MUST** be stored in a lockable compartment or within genset canopy safely and without hindrance to genset components which could possibly be damaged during transportation/rigging.
 - g. The following generators to be placed/fixed onto suitably capable **licensed** trailers for ease of transportation:
 - h. 2 x 100 kVA 400V, 50Hz, Diesel Standby Generator Set
 - i. 2 x 60 kVA 400V, 50Hz, Diesel Standby Generator Set

Trailers must be able to withstand the weight of the gensets and fuel as well as ensure that the trailer abides by all state transportation laws for diesel generator sets. This would mean a total of FOUR generators for FOUR trailers.
 - j. Equip generator with KZN DoH approved standard controller with WebNet reporting module, to allow for remote monitoring of the generator set and diesel tank system.
 - k. As built drawings: standby plant arrangement, complete electrical system.
 - l. The Contractor is responsible for maintenance of the standby generator for a period of 36 months after practical completion. This contract will make provision for TWO services per annum per genset during this time. (One Minor service and One Major Service) Tender documentation is to include compulsory maintenance of THIRTY SIX (36) months.
 - m. Strip and assess all gensets stored within Wentworth Hospital Strategic Spares Stores.

- n. Provide report on all existing gensets with recommendations to:
 - o salvage spares,
 - o refurbish or
 - o dispose
 - Thereafter execute aforementioned works
- o. Project Leader to approve report and execute all recommendations as per the report.
- p. Fire suppression equipment to be supplied, delivered and installed/mounted within/onto genset canopy.

SECTION L: OBJECTIVE EVALUATION CRITERIA

Evaluation will be based on the following:

- Phase 1: Minimum Compulsory Requirements
- Phase 2: Technical Evaluation
- Phase 3: Price and Preference Points

Phase 1: Minimum Compulsory Requirements

The Bidder shall complete and submit the following returnable schedules and documents:

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON- SUBMISSION WILL RENDER BIDDERS NON- RESPONSIVE	COMPULSOR Y (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YE S	NO	N/A
Prospective Bidders MUST ensure that the following Sections of the bid document MUST be completed in ALL respects to qualify for the next stage of evaluation:						
1	Section A: Invitation To Bid (SBD1)	Yes				
2	Section B: Special Instructions And Notices	Yes				
3	Section C: Authority To Sign A Bid	Yes				
4	Section D: Bidder's Disclosure (SBD4)	Yes	Yes			
5	Section E: The National Industrial Participation Programme (SBD 5)	Yes				
6	Section F: Central Supplier Database	Yes				
7	Section G: Preference Points Claim	Yes				
8	Section H: Record Of Amendments	Yes				
9	Section I: General Conditions Of Contract	Yes				
10	Section J: Special Conditions Of Contract	Yes				

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON- SUBMISSION WILL RENDER BIDDERS NON- RESPONSIVE	COMPULSOR Y (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YE S	NO	N/A
11	Section K: Specifications	Yes	Yes			
12	Section L: Pricing Schedule: (SBD 3.1)	Yes	Yes			
Prospective Bidders Must Provide The Following As Per The Mandatory Requirements:						
1.	A Status Level Verification Certificate/Sworn Affidavit (For EMEs& QSEs) must be Submitted in order to qualify for Preference Points.	Yes If Applicable	Yes/If Applicable			
2.	Descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer	Yes	Yes			
3.	If the bidder is a supplier/distributor, not a manufacturer of the product offered for, he/she must submit a letter of undertaking from a manufacturer.	Yes	Yes			
4.	Annexure 9 - ZNB 5031 Service Rates	Yes	Yes			
5.	Annexure 10: Call-Outs & Breakdown rates ZNB 5031	Yes	Yes			

Phase 2: Technical Evaluation

The system, diesel generator set offered must comply fully with or exceed all of the minimum specification requirements as per the Clauses as contained in the Specification. This will be validated and approved at the FAT – Factory Acceptance Test. Failure of any machine during this instance will result in termination of the contract.

The prospective bidder is required to provide descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer (i.e. supporting information for all components of the system) for the Technical Evaluation.

If the product offered is unknown to the Department, the Department reserves the right to have the unit evaluated by a team of Technical and Clinical experts with regards to its functionality, performance and quality. The decision of this committee will be used as a motivation for the evaluation and recommendation of the bid. For this reason a demonstration unit should be readily available within 14 working days, or the bidder must make arrangements

for demonstration with representatives of the Department for the equipment offered at a site within South Africa where a same make and model of unit is installed and is in full clinical operation. The cost of this site visit is for the account of the bidder and it must therefore not place any obligation on the Department to procure from the bidder.

Phase 3: Price and Preference Points

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

Points for this bid shall be awarded for:

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

The maximum points for this bid are allocated as follows:

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

Failure on the part of a bidder to submit proof of Status level of contributor together with the bid will be interpreted to mean that preference points for Status level of contribution are not claimed.

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

SECTION M : BILL OF QUANTITIES

BILL OF QUANTITIES

PREAMBLE TO BILL OF QUANTITIES

Items and Pricing

The Department reserves the right to place an order for any quantities of items included in the Schedules. The Bill of Quantities must also not be assumed to include and describe every detail of the supply requirement, but must be taken and read in conjunction with the other parts of the document. Thus the supplier shall not have claim for further payment in respect of any order which may be described or implied in the contract, although apparently no corresponding items are given in the Bill of Quantities. The supplier shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the contract and of the rates and prices stated in the Bill of Quantities.

Tax and Duties

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

Rates

Except where provision is made in the Bill of Quantities, the rates and prices inserted shall be the full rates and prices for the service delivered described under the respective items and shall cover all labour, transport, overhead charges and profit, etc. as well as the general liabilities, obligations and risks arising out of the Conditions of Contract, the overhead charges and profit being spread proportionately over the rates of the relative items in the Bill of Quantities.

PURCHASE 16 PORTABLE STANDBY DISASTER MANAGEMENT GENERATOR SETS

BILLS OF QUANTITIES

The Quantities measured in the Bill are PROVISIONAL and are subject to remeasurement at completion of the works.

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
SUPPLY DELIVER & COMMISSION					
2.3.1	Supply, delivery to site a 630 kVA 400/230-volt outdoor canopy (3CR12) type generator set, including Deep Sea 7320 generator controller together with DSE WebNet DSE890 Gateway complete with a GPS antenna and GSM antenna installed within the generator set, complete with a data SIM card. Including 1000L self-bunded Base tank.	3	Each		
2.3.2	Supply, delivery to site a 500 kVA 400/230-volt outdoor canopy (3CR12) type generator set, including Deep Sea 7320 generator controller together with DSE WebNet DSE890 Gateway complete with a GPS antenna and GSM antenna installed within the generator set, complete with a data SIM card. . Including 1000L self-bunded Base tank.	4	Each		
2.3.3	Supply, delivery to site a 300 kVA 400/230-volt outdoor canopy (3CR12) type generator set, including Deep Sea 7320 generator controller together with DSE WebNet DSE890 Gateway complete with a GPS antenna and GSM antenna installed within the generator set, complete with a data SIM card. . Including 1000L self-bunded Base tank.	2	Each		
2.3.4	Supply, delivery to site a 250 kVA 400/230-volt outdoor canopy type (3CR12) generator set, including Deep Sea 7320 generator controller together with DSE WebNet DSE890 Gateway complete with a GPS antenna and GSM antenna installed within the generator set, complete with a data SIM card. . Including 1000L self-bunded Base tank.	2	Each		
2.3.5	Supply, delivery to site a 150 kVA 400/230-volt outdoor canopy type (3CR12) generator set, including Deep Sea 7320 generator controller together with DSE WebNet DSE890 Gateway complete with a GPS antenna and GSM antenna installed within the generator set, complete with a data SIM card. . Including 1000L self-bunded Base tank.	1	Each		
2.3.6	Supply, delivery to site a 100 kVA 400/230-volt outdoor canopy type (3CR12) generator set, including Deep Sea 7320 generator controller together with DSE WebNet DSE890 Gateway complete with a GPS antenna and GSM antenna installed within the generator set, complete with a data SIM card. . Including 1000L self-bunded Base tank.	2	Each		
2.3.6	Supply, delivery to site a 60 kVA 400/230-volt outdoor canopy type (3CR12) generator set, including Deep Sea 7320 generator controller together with DSE WebNet DSE890 Gateway complete with a GPS antenna and GSM antenna installed within the generator set, complete with a data SIM card. . Including 1000L self-bunded Base tank.	2	Each		
2.3.7	Supply, deliver and install suitable sound proof outdoor enclosure made from 3CR12 material. (Coastal Area); Sound attenuated to <70dB.	16	Each		
DEEP SEA CONTROLLER - SYNCHRONOUS FUNCTIONALITY					
2.3.8	Supply, delivery and install additional Deep Sea 7320 generator controller onto: - 1x 630kVA Genset - 2x 500kVA Gensets - 1x 300kVa Genset These controllers are to be wired and configured for synchronous capability to control each pair of gensets as stipulated in the specifications. This configuration is to include terminal boxes on each of the four generating sets to comply with the synchronous functionality . Termination points to be fixed within the control panel via busbars.	4	Each		
Carry over to Price Page - PS 1			R		0

CABLE WORKS					
ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
2.3.9	Manufacture, supply and deliver new suitably rated cables for each of the generators: *The quantity shown in this BoQ refers to the NUMBER OF SETS for each for each generator set and NOT the total length of cable required for each generator.				
	630 kVA 400V, 50Hz, Diesel Standby Generator Set. No less than 900A/phase. Set of 8 cables (20m)	3	Set		
	500kVA 400V, 50Hz, Diesel Standby Generator Set. No less than 700A/phase. Set of 8 cables. (20m)	4	Set		
	300kVA 400V, 50Hz, Diesel Standby Generator Set. No less than 450A/phase. Set of 8 cables. (20m)	2	Set		
	250kVA 400V, 50Hz, Diesel Standby Generator Set. No less than 400A/phase. Set of 8 cables. (20m)	2	Set		
	150kVA 400V, 50Hz, Diesel Standby Generator Set. No less than 250A/phase. Set of 8 cables. (20m)	1	Set		
	100kVA 400V, 50Hz, Diesel Standby Generator Set. No less than 175A/phase. Set of 8 cables. (20m)	2	Set		
	60kVA 400V, 50Hz, Diesel Standby Generator Set. No less than 100A/phase. Set of 8 cables. (20m)	2	Set		
	Provision for Cable compartment for generators	16	Each		
PURCHASE 16 PORTABLE STANDBY DISASTER MANAGEMENT GENERATOR SETS					
2.3.10	Manufacture, supply, deliver and store suitably rated diesel pipework within the canopy or within a designated compartment. *Each set to include all fittings necessary to tie into any/all existing bulk or day tanks	320	m		
2.3.11	Supply and delivery of portable 20/25 litre fuel cans ("jerry cans" designed to contain fuel) for testing of generator sets in the absence of bulk tanks. Fuel tanks/drums should be mounted and locked onto 5 (five) genset canopies)	5	Each		
2.3.12	Provision for fuel pipe compartment for generators	16	Each		
2.3.13	Manufacture, supply and store suitably rated portable earth kit within the canopy or within a designated compartment designed for the cables.	16	Each		
2.3.14	Provision for portable earth kit compartment for generators	16	Item		
2.3.15	Manufacture, supply, deliver and store anti vibration pads within the canopy or within a designated compartment designed for the cables.	96	Item		
2.3.16	Provision for set of anti-vibration pads compartment for generators	16	Each		
2.3.17	Supply, deliver and store fire suppression equipment within the canopy or within a designated compartment designed for the cables.	16	Each		
2.3.18	Provision for fire suppression equipment compartment for generators	16	Each		
Carry over to Price Page - PS 2			R		

TRAILERS - 60kVA & 100kVA					
2.3.19	The following generators to be placed/fixed onto suitably capable trailers for ease of transportation: 2 x 100 kVA 400V, 50Hz, Diesel Standby Generator Set 2 x 60 kVA 400V, 50Hz, Diesel Standby Generator Set Manufacture, supply, deliver trailers for aforementioned gensets.	4	Each		
2.3.20	Provision for specialized petrochemical installation Contractor in accordance with SABS 0131 Part 2/1979 and SABS 089 Part 3/1991 for diesel tanks construction.	1	Item		
2.3.21	Provide Trailer licensing for 36 months for FOUR trailers	16	Each		
Carry over to Price Page - PS 3			R		

PURCHASE 16 PORTABLE STANDBY DISASTER MANAGEMENT GENERATOR SETS

C2.3 BILLS OF QUANTITIES

The Quantities measured in the Bill are PROVISIONAL and are subject to remeasurement at completion of the works.

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
GENERAL					
2.3.22	Electrical compliance certificate	16	Each		
2.3.22	O & M manuals – 3 sets per unit.	16	Each		
2.3.23	Supply As built drawings: standby genset arrangement and wiring diagram. Displayed and mounted within transparent enclosure upon canopy control panel door.	16	Each		
2.3.23	Servicing of 16 diesel generators during the 36 month guarantee period including fuel remediation if necessary. Serving intervals shall be 6 months. Refer to Annexure 9.	1	Each		
2.3.24	Provision for repairs during the maintenance & repair period. Contractor to provide rates for bought out items, travel and subsistence, labour rates i.e. any /all rates applicable to the repair of the gensets in the event of a failure. (Rates to include after hours and weekends) Refer to and COMPLETE Annexure 10: Call-Outs & Breakdown rates ZNB 5031		Provisional Sum		3 000 000
2.3.25	Strip and assess all gensets stored within Wentworth Hospital Strategic Spares Stores. - Provide report on all existing gensets with recommendations to: a) salvage spares, b) refurbish or c) dispose	1	Item		
2.3.26	Relocate/Rearrange existing gensets in order of functionality/reliability & age so as to ensure sufficient space available for 16 new gensets. IN accordance with approved report above.	1	Item		
2.3.27	Supply and delivery of type HA1 padlocks with keys.	64	Each		
2.3.28	Supply and install new labelling in accordance with the DoH Policy document.	1	Item		
Carry over to Price Page - PS 4			R		

SECTION N : OFFICIAL PRICE

DESCRIPTION: SUPPLY AND DELIVERY OF 16 GENSET PORTABLE GENERATORS (WENTWORTH HOSPITAL)

MAINTENANCE AND TRANSPORTATION OF GENERATORS (AS AND WHEN REQUIRED) FOR A PERIOD OF 3 YEARS

PART 1 - SUPPLY AND DELIVERY OF 16 GENSET PORTABLE GENERATORS (WENTWORTH HOSPITAL)

PART 2 (1ST YEAR, 2ND YEAR, 3ND YEAR) MAINTENANCE AND DELIVERY

N.B.: This form must be completed in detail signed by the Bidder and bears the signature of a witness.

Failure to comply with these requirements may result in the bid being disregarded.

CLOSING DATE AND TIME: _____ at 11:00.
VALIDITY PERIOD: 12 WEEKS

BID/CONTRACT NO: ZNB ___ 5031/2022-H _____ PERIOD: ___ 84 DAYS _____

**PURCHASE 16 PORTABLE STANDBY DISASTER
MANAGEMENT GENERATOR SETS -**

**SERVICE & MAINTENANCE AND TRANSPORTATION OF GENSETS FOR 36
MONTHS**

**NAME AND ADDRESS OF
BIDDER(FIRM)**

.....

.....

.....

TEL:

	FAX:
DOES OFFER COMPLY WITH THE SPECIFICATION? <i>If not, furnish details of deviation in space provided for "Remarks"</i>	YES/NO <i>(Delete which is not applicable)</i>
CONTRACT EXECUTION PERIODweeks/months
CARRIED OVER FROM SCHEDULE OF PRICES PS 1	
	PS 2
	PS 3
	PS 4
Subtotal : PS 1 to PS 4	
VALUE ADDED TAX @ 15% (Rate applicable on date of submission of Bidder)	R
TOTAL BID PRICE	R
REMARKS (If any): (Signature of Bidder)
	DATE:
 (Signature of Witness)
	DATE:

SECTION : O DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS - SBD 6.2

This Standard Tender Document (SBD) must form part of all Tenders invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, tenderers must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1 General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific Tendering condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for Tenders referred to in paragraph 1.2 above, a two stage Tendering process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the Tender price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where;

x is the imported content in Rand

y is the Tender Tender price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00, on the date of advertisement of the Tender as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6 A Tender may be disqualified if –

(a this Declaration Certificate and the Annex C (Local Content Declaration: Summary) Schedule) are not submitted as part of the Tender documentation;

2 The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this tender is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
STEEL SHEET	100%
ELECTRICAL CABLES	90%
ROOF AND CLADDING	100%
GUTTERS AND DOWNPIPES	100%

3 Does any portion of the services, works or goods offered have any imported content?

Yes		No	
-----	--	----	--

(Tick applicable box)

3.1 If yes, the rate(s) of exchange to be used in this Tender to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00, on the date of advertisement of the Tender.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Tenderders must submit proof of the SARB rate (s) of exchange used.

4 Where, after the award of a tender, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF TENDER NO.

0

ISSUED BY:

(Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the Tenderder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial-development/ip.jsp>. Tenderders should first complete Declaration D. After completing Declaration D, Tenderders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the Tender documentation at the closing date and time of the Tender in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the Tenderders for verification purposes for a period of at least 5 years. The successful Tenderder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, _____

do hereby declare, in my capacity as _____

of _____ *(name of Tenderder entity),*

the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified Tender comply with the minimum local content requirements as specified in the Tender, and as measured in terms of SATS 1286:2011;

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Tender price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the Tender is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the Tender is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

WITNESS No. 1

WITNESS No. 2

Annex C

Local Content Declaration - Summary Schedule

(C1) **Tender No.**
 (C2) **Tender description:**
 (C3) **Designated product(s)**
 (C4) **Tender Authority:**
 (C5) **Tendering Entity name:**
 (C6) **Tender Exchange Rate:**
 (C7) **Specified local content %**

Note: VAT to be excluded from all calculations

Pula EU GBP

Calculation of local content

Tender summary

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1	Steel Sheet - Genset Enclosure						
2	Steel sheet/Fabricated steel: Diesel						
3	Busbars and Electrical Components						
4	Electrical Cables						
5							
6							
7							
8							

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
16 canopy-type Enclosures (
16xSelf Bunded Base Tanks (1000L each)			
320m between terminations			
1280 between terminations			

Signature of tenderer from Annex B

Date:

(C20) Total tender value R 0
 (C21) Total Exempt imported content R 0
 (C22) Total Tender value net of exempt imported content R 0
 (C23) Total Imported content R 0
 (C24) Total local content R 0
 (C25) Average local content % of tender

Annex E

Local Content Declaration - Supporting Schedule to Annex C

<i>(E1)</i>	Tender No.		Note: VAT to be excluded from all calculations
<i>(E2)</i>	Tender description:		
<i>(E3)</i>	Designated products:		
<i>(E4)</i>	Tender Authority:		
<i>(E5)</i>	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	<i>(E6)</i>	<i>(E7)</i>	<i>(E8)</i>
<i>(E9)</i> Total local products (Goods, Services and Works)			R 0

<i>(E10)</i>	Manpower costs	(Tenderer's manpower cost)	R 0
<i>(E11)</i>	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
<i>(E12)</i>	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R 0
<i>(E13)</i> Total local content			R 0
This total must correspond with Annex C - C24			

Signature of tenderer from Annex B

Date: _____

Annexure 1 - Occupational Health and Safety Specification - PURCHASE OF PORTABLE STANDBY
DISASTER MANAGEMENT GENSETS



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

Occupational Health and Safety Specification

PURCHASE OF PORTABLE STANDBY DISASTER MANAGEMENT GENSETS

1. Introduction

The Department of Health Kwa Zulu Natal enters into contracts with Contractors to Purchase and commission portable standby disaster management gensets. This document describes the requirements of compliance to which the Principal Contractor/Contractor is to adhere in relation to the scope of works. This document defines the minimum management requirement that is to be implemented by the Principal Contractor for the management of Health and Safety on the Health care facility.

The aim of this document is to present the health and safety aspects that need to be controlled and managed on this contract. The client reserves the right to make changes as and when the Client deems fit to address issues of Occupational Health & Safety (OHS) Compliance. The Client will not entertain any claim of any nature whatsoever which arises as a result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document or any other applicable legislative requirements imposed on the contractor. The Principal Contractor will be required to submit a Health and Safety File for approval prior to commencement of work. Arrangements for such approval shall be made with the OHS Department. The Principal Contractor shall submit proof that its appointed contractors Safety file has been approved.

2. Definitions & Abbreviations

2.1 “**Client**” means KZN Department of Health

2.2 “**CR**” refers to the Construction Regulations 2014

2.3 “**OHS**” means Occupational Health and Safety

2.4 “**DoL**” refers to the Department of Labour

2.5 “**DOH**” refers to the Department of Health

2.6 “**NIHL**” refers to the Noise Induced Hearing Loss Regulations

2.7 “**HCS**” refers to the Hazardous Chemical Substances Regulations

2.8 “**GSR**” refers to the General Safety Regulations

2.9 “**GAR**” refers to the General Administrative Regulations

2.10 “**FR**” refers to Facilities Regulations

2.11 “**PPE**” means Personal Protective Equipment

2.12 “**MSDS**” means Material Safety Data Sheets

2.13 “**EIR**” refers to the Electrical Installations regulations

2.14 “**EMR**” refers to Electrical Machinery Regulations

2.15 “**ERW**” refers to Environmental Regulations for Workplaces

2.16 **Principal Contractor** means an employer appointed by a Client to perform Construction Work

2.17 **Construction Work** means any work in connection with-:

(a) the construction, erection, alteration, renovation, repair, demolition or dismantling of a addition to a building or any similar structure or;

(b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, road, railway, runway, sewer or water reticulation system, or the moving of earth, clearing of land, the making of excavation, pilling, or any similar civil engineering structure or type of work.

2.18 **Construction Manager** means a competent person responsible for the management of the physical construction process and the co-ordination, administration and management of resources on a construction site

2.19 **Construction Supervisor** means a competent person responsible for supervising construction activities on a construction site

2.20 **Competent Person** means a person who –

- (a) Has in respect of the work or task to be performed the required knowledge, training and experience and where applicable, qualifications, specific to that work or task. Provided that where appropriate qualifications and training are registered in terms of

the provisions of the National Qualifications Framework Act, 2000 (Act No. 67 of 2000), those qualifications and training must be regarded as the required qualifications and training, and

(b) Is familiar with the Act and with the applicable regulations made under the Act

2.21 OHS Plan means a site, activity or project specific documented plan in accordance with the Client's Health & Safety Specification

2.22 Health & safety File means a file or other record containing information in writing required by Construction Regulations 2014.

2.23 Hazard Identification and Risk Assessment and Risk Control (HIRA) means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

2.24 The Act means, unless the context indicates otherwise, the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations 2014 promulgated there under, (OHSA).

2.25 Hazard means a source of or exposure to danger

2.26 Risk means the probability or likelihood that a hazard can result in injury or damage.

2.27 Occupational Health Practitioner refers to either Doctors or Nurses with the following requirements:

Doctors

- (a) Registered and in good standing with the Health Professions Council of South Africa (HPCSA)
- (b) has a tertiary qualification in Occupational Health or Medicine which is registered as an additional qualification with HPCSA or
- (c) be registered as a specialist in Occupational Medicine with HPCSA

Nurses

- (a) registered and in good standing with the South African Nursing Council (SANC) and
- (b) have a tertiary qualification in Occupational Health Nursing that is recognised and registered with SANC

2.28 dead means at or about zero potential and isolated from any live system;

2.29 earthed means connected to the general mass of earth in such a manner as will ensure at all times an immediate safe discharge of electrical energy;

2.30 portable electric tool means any electrically operated implement, with the exception of ordinary household electrical appliances, which is designed for use with-

(a) a flexible cord at the supply end and which is intended for use by hand and which is to be carried by hand at the place of work; or

(b) a flexible cable at the supply end and which is intended for use by hand and which is to be moved by hand at the place of work;

2.31 electrical installations means any machinery, in or on any premises, used for the transmission of electricity from a point of control to a point of consumption anywhere on the premises, including any article forming part of such an electrical installation irrespective of whether or not it is part of the electrical circuit, but excluding

(a) any machinery of the supplier related to the supply of electricity on the premises;

(b) any machinery which transmits electrical energy in communication, control circuits, television or radio circuits

(c) an electrical installation on a vehicle, vessel, train or aircraft; and

(d) control circuits of 50 V or less between different parts of machinery or system components, forming a unit, that are separately installed and derived from an independent source or an isolating transformer;

2.32 installation work means:-

(a) the installation, extension, modification or repair of an electrical installation;

(b) the connection of machinery at the supply terminals of such machinery; or

(e) the inspection, testing and verification of electrical installations for the purpose of issuing a certificate of compliance;

2.33 master installation electrician means a person who has been registered as a master installation electrician in terms of regulation 11 (2) for the verification and certification of the construction, testing and inspection of any electrical installation;

2.34 point of supply means the point at which electricity is supplied to any premises by a supplier.

3. Client Requirements

3.1 Leadership and Commitment

The Contractor acknowledges the KZN Department of Health's strong commitment to Health and Safety and the Contractor affirms that it has a written Health and Safety Policy, and is

actively supported and endorsed by the Contractor's management. The Contractor represents that its written policy is widely disseminated and understood among its employees, and that its policy includes a description of the Contractor's organization, procedures and methods of communication to and from personnel. The Contractor must provide copies of its policy and policy statement to Department of Health (DOH).

3.2 Legal Requirements and Regulations for Health and Safety

The Contractor warrants that it is familiar with the contents and implications of the applicable Legislation; codes of practice, guidelines and standards applicable to the services to be provided. The Act and the Regulations, where applicable, require development and implementation of Work Method Statements for a range of high-risk activities, which, where applicable, the Contractor must develop and implement. The Contractor must ensure that its personnel and its subcontractor's personnel have been informed of all such laws, Acts, regulations, codes of practice, guidelines and standards.

3.3 Contractors' General Requirements for Health and Safety

The Contractor is solely responsible for carrying out the work under the Contract having the highest regard for the health and safety of its employees, the KZN Department of Health's employees and persons at or in the vicinity of the Site, the Works, temporary work, materials, the property of third parties and any purpose relating to the Contractor carrying out its obligations under this Contract.

The Contractor must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality and DOH institutions site requirements. The Contractor must, at its own cost, erect and maintain safeguards for the protection of workers and the public. The Contractor must manage all reasonably foreseeable hazards created by performance of the work.

The Contractor must:

- Provide all things and take all measures necessary for maintaining proper personal hygiene, ensuring safety of persons and property and protecting the environment at or near the Site
- Avoid unnecessary interference with the passage of people and property at or near the Site

- Prevent nuisance and excessive noises and unreasonable disturbances in performing the Services
- Be responsible for the adequacy, stability and safety of all of its site operations.
- Costs for the above are borne by the Contractor
- The Contractor must comply and is responsible for ensuring that all of its Sub-contractors comply with the relevant legislation(s) and statutory regulations for health and safety, the KZN Department of Health's Health & Safety requirements included in the Contract and other document pertaining to health & safety contained in the Program Health & Safety Management System and include standards, policies, procedures, guidelines and safe work instructions
- The contractor must appoint a Competent Safety Officer who will ensure that OHS Act and its regulations are implemented.
- The appointment of a Safety Officer must be approved by DOH
- The Safety Officer must possess a National Diploma in Environmental Health/Safety Management or SAMTRAC and have at least 2years experience.

3.4 Contractor's Health and Safety Management Plan

The Contractor must prepare, implement and administer the Contractor's Health and Safety Management Plan. The Plan is in writing and must be forwarded prior to mobilisation to the site for work under the Contract to the KZN Department of Health's Safety Department for review. The Health and Safety Management Plan must comply with this Contract including Site Rules & Requirements, and applicable law relating to workplace health, safety and environmental standards. Any proposed amendments or revisions to the Contractor's Safety Management Plan are submitted to DOH for acceptance.

The Health and Safety Management Plan must provide a systematic method of managing hazards according to the risk priority and must include all mobilisation and site set-up activities. The Plan will be audited for completeness by the KZN Department of Health.

The contractor shall comply with the requirements of CR 7

The Plan must be presented and accepted by DOH BEFORE permission will be granted to the Contractor to mobilise to site

3.5 Legal & Site-Specific Requirements

The Contractor shall develop, implement and administer Health & Safety Plan. The plan shall be in writing and shall be submitted to DOH within 7 days of the contract being awarded

The plan shall demonstrate management's commitment to safety and include, but not be limited to, the following minimum auditable elements:

- The Contractors' Safety Policy.
- How safety responsibilities are assigned to different roles within the organisation. Identification of role of Safety Coordinator, and on-site managers
- Selection, placement and training procedures, including induction and ongoing training in 'Basic Safe Work' and Occupational Health & Safety training for newly hired or promoted supervisors.
- Occupational Health & Safety communications and meetings, including daily safe task instructions and project safety meetings.
- Assessment of sub-contractors and Service Providers, including requirements for Health & Safety Plans.
- Safety awareness.
- Nomination of personnel to carry out safety inspections.
- Contractor senior management involvement
- Rules and regulations including safety procedures the Contractor has in place for recurring work activities
- Personal protective equipment rules.
- Control of dangerous and hazardous substances
- System of hazard identification and risk control, such as Risk assessments, Daily Safe Task Instructions and communication.
- Verification procedures including

- Daily site safety inspections and audits
- Inspection of plant, tools and equipment prior to introduction to site and at least monthly thereafter
- Accident/incident reporting, recording, investigation and analysis, which ensure that corrective action, are taken and this action is communicated to report initiators
- Evacuation and emergency planning
- Rehabilitation procedures that encourage an early return to work
- Record keeping, including details of what is kept and for how long

3.5.1 Hazard Identification, Risk Assessment and Risk Control

- The development of a work scope and activity risk profile identifying and considering, safety, health and environmental hazards and exposures.
- Controls to manage risks identified within the risk profile will be formalised and implemented
- Personal Protection Equipment
- The hazard identification and risk assessment process for specific operations and activities and for new activities identified after the development of the project/work scope and activity risk profile.
- The process to be used to review the effectiveness of risk controls
- Workplace hazard inspections
- The implementation of a safety observation and coaching process conducted as a minimum by persons in leadership roles
- Method by which daily activities will be assessed for hazards and controls defined before work commences
- Contractor will carry out inspections and maintain requests of the identification of and implementation of inspection and maintenance controls for plant, mobile plant, equipment and tools requiring formal management.

3.5.2 Risk Assessment

- The principal contractor must, before the commencement of any work and during such work, have risk assessments performed by a competent person appointed in written.

The risk assessment should include-

- (a) the identification of risks and hazards to which persons may be exposed to
 - (b) an analysis and evaluation of the risks and hazards identified based on a documented method
 - (c) a documented plan and applicable safe work procedures to mitigate reduce or control the risks that have been identified
 - (d) a monitoring plan and
 - (e) a review plan
- Furthermore, the contractor shall conduct job/task specific risk assessment. Communication of the risk assessments shall be kept in the OHS file.
 - Risk assessment must be performed by a trained risk assessor who has been appointed in writing.
 - The principal contractor shall comply with the requirements of CR 9

3.5.3 Task Specific Risk Assessment

Prior to the commencement of each work activity, a Task Specific Risk Assessment (HIRA) is completed; documented and submitted to KZN Department of Health for approval prior to the task commencing. The purpose of the HIRA is to identify all potential hazards associated with the Work and the Work environment, assess the risk these hazards present and then to provide risk control action that deals with those hazards, as well as providing to the workforce involved in the particular work activity, details of any hazards and the proposed controls.

The Task Specific Risk Assessment must:

- Describe the operation to be performed in the sequence of the basic job steps.

- Identify the hazards or potential hazards at each step.
- Identify the possible consequences for each hazard at each step.
- Assess the Initial Risk Score that each hazard presents (Probability x Severity x Frequency), the total score will be used to identify the Risk Ranking/Priority Factor.
- Once control measures have been considered and implemented, a Revised Risk Score must be allocated to each hazard.
- Identify the Site Rules that apply.
- Describe how the hazard is controlled such that the residual risk is as low as reasonably practicable and is acceptable to the work crew.
- Identify the related Work Instruction if appropriate.
- Be reviewed prior to each shift.
- Be acknowledged by way of signature of all personnel involved in the work activity

3.5.4 Safety Method Statements

- The Contractor must submit Safety Method Statements to the KZN Department of Health's nominated Representative for approval prior to the task commencing.
- The Task Items listed in the Safety Method Statement must tie up with the task items being assessed in the Task Specific Risk Assessment document.
- The Safety Method Statement must detail in a step by step and methodical manner how the task is to be done from beginning to the end and must indicate what tools/equipment will be used at each stage and/or how the work area is to be accessed.

3.5.5 Hazardous Materials

- The Contractor must set out its policy for the use, transportation, handling and storage of fuel and hazardous materials taking into account the legislative requirements. The

Contractor must ensure that all hazardous materials and waste products are disposed of in accordance with applicable laws and regulations and any procedures published by DOH or in the absence of any relevant law, regulation or procedures, in accordance with sound safe practice.

3.5.6 Incident Management

- The principal contractor must appoint a competent incident investigator in writing.
- Incident management plan must be developed and implemented by the principal contractor
- All incidents must be investigated and recorded
- Reportable incidents must be reported to the Department of Labour
- Incidents must be reported to DOH within 24 hours of occurrence
- An incident register must be kept on site.
- Incident investigation report inclusive of corrective measures must be submitted to DOH

3.5.7 Emergency Preparedness and Procedures

- The principal contractor must develop an emergency procedure
- The emergency procedure must have; but not limited to:
 - A detailed response procedure;
 - List of key personnel
 - Details of emergency services
 - Steps to be taken in the event of each and every specific type of emergency
- The emergency procedure must be communicated to all employees
- Emergency numbers must be known to all employees

3.5.8 First Aid Equipment

- The principal contractor must appoint first aider in writing

- The appointed first aider must be in possession of First Aid Level 2 certificate.
- The contractor must provide his own first aid box

3.5.9 Unsafe Acts and Conditions

- The Contractor must implement a system to recognise, correct, and report unsafe acts and conditions associated with all Site activities.

3.5.10 Occupational Health & Infection control

- The contract may expose employees to biological agents; contractors must ensure that an adequate risk assessment is prepared and identifies the biological agents and controls thereof.
- Appropriate PPE must be used at all times

3.5.11 Extreme weather conditions

- If weather conditions pose a threat to Health & Safety of employees, be it extreme heat, cold, lightening or any weather condition, the Principal must apply appropriate safety measures. For hot environments; cool portable water shall be provided.

3.5.12 Medical Certificates of Fitness

- Prior to commencement of works; the principal contractor must submit valid medical certificates of fitness for all employees
- DOH will only accept Medical certificates of fitness obtained from an authorised Occupational health Practitioner
- A procedure to cater for employees with limitations must be developed and implemented by the contractor.
- Employees without valid medical certificates will not be allowed on site.

3.5.13 Plant and Equipment

- The contractor must implement and comply with OH&S Act - Electrical Machinery Reg. 9, Driven Machinery Reg. 1 – 20, Electrical Machinery Regulations and Electrical Installation Regulations.
- The Contractor must supply, at his cost, all items of plant and equipment necessary to perform the work and must maintain all items in good order and condition.
- Should any plant or equipment become inoperable for a period considered to be harmful to the progress of the work, the Contractor, must remove the unserviceable plant or equipment and replace it with similar serviceable plant or equipment at no cost to KZN Department of Health.
- No item of plant or equipment delivered to site for this Contract is removed from the site prior to the completion of the Contract without the written approval of DOH.
- DOH reserves the right to inspect items of plant or equipment brought to site by the Contractor for use on this Contract. Should DOH Representative has the opinion that any item is inadequate, faulty, unsafe or in any other way unsuitable for the safe and satisfactory execution of the work for which it is intended, He/She must advise the Contractor in writing and the Contractor must forthwith remove the item from the site and replace it with a safe and adequate substitute.

3.5.14 Personnel Protective Equipment/Clothing (PPE)

- The contractor must provide suitable and adequate PPE to all his/her employees
- PPE must be issued to all workers free of charge and a record of issuing must be kept
- Training must be provided to all employees to ensure they know how to use and maintain their PPE
- Training should include but not limited to: Cleaning of PPE, Hygiene, Correctly Putting PPE on, Inspection of PPE, Health Risks associated with the task,
- The contractor must comply with the requirements of General Safety Regulations

3.5.15 Working in Existing Operations

- Work must be carried out such that no interference is caused.
- Any work which requires section of the Plant to be taken out of operation with resultant interruption to production and/or other activities must be carried out in the absolute minimum of time and be on the basis of the Contractor working around the clock (within legal parameters) for the duration of such work. The times when work of this nature can be carried out must be arranged with DOH

3.5.18 Notification of Construction Work

- The principal contractor must notify the department of Labour in writing 7 days before commencement of construction works.

3.5.19 Vehicles and mobile plant

- The contractor must ensure that vehicles and mobile plants comply with the requirements of CR 23
- Vehicles and mobile plants must be inspected daily before use and records thereof must be kept
- Competent personnel must be appointed to use and manage such

3.5.20 Housekeeping and general safeguarding on site

- The contractor must comply with the requirements of Environmental Regulations for Workplaces (ERW) and CR 27
- The contractor must ensure continuous housekeeping on site
- Accumulated waste must be removed regularly
- The site must be kept neat and clean at all times

3.5.21 Stacking and storage on site

- The contractor must appoint in writing a competent stacking storage supervisor
- The contractor must comply with the requirements of GSR and CR 28

3.5.22 Fire precautions on site

- The contractor must minimise fire risks on site
- The contractor must comply with the requirements of ERW and CR 29

3.5.23 Employee Facilities on site

- The contractor must provide adequate facilities on site i.e. toilets; eating areas; changing areas and showers etc.
- The contractor must comply with the requirements of CR 30

4. Training and Competency

- Prior to the commencement of the work, the Contractor must provide current documentation to the satisfaction of DOH verifying that the Contractor's personnel are competent and have the appropriate qualifications, job skills and training as required by this Contract and applicable laws.
- The Contractor must ensure that all his employees and his Sub-Contractors' employees working on the site are adequately trained in the type of work to be performed, are trained in relevant procedures and have the appropriate qualifications, certificates and are under competent supervision. Records are to be maintained on site.
- The Principal Contractor and all contract employees are holders of current certificates or licenses, where the operation being performed requires such or applicable industry standard where legislation does not prescribe or have registered courses to meet the requirements.

4.1 Induction in Health and Safety

- The Contractor must ensure that no employee of the Contractor or its subcontractors, including transport and delivery Contractors entering the site delivering materials and/or equipment, must proceed to enter the Site or any operations area until they have received all training required under applicable laws and regulations, including, but not limited to, work activity inductions and the KZN Department of Health's Site-specific induction.
- The Contractor must also prepare and present to all its employees its own Contractor Induction, explaining the Contractor's Safety Management Plan, the Contractor's Rules, the obligations imposed by the Occupational Health and Safety Act and Regulations.
- The contractor must comply with: OH&S Act - Section 8

5. Smoking

- The Contractor must not permit smoking at the Site except within designated smoking areas.

6. Intoxicating Liquor or Drugs

- The contractor must implement and comply with OH&S Act – General Administrative Regulation 10
- Any person found on the site or attempting to enter site, in possession of or consuming intoxicating liquor or illegal drugs or considered unfit for work from the apparent influence of intoxicating liquor or illegal drugs or prescription drugs, is removed from the site.

7. Housekeeping

- The contractor must implement and comply with Construction Reg. 27
- The Contractor must maintain all work areas in a tidy state, free of debris and rubbish.
- The Contractor must dispose of all debris, rubbish, spoil and hazardous waste off site, outside KZN Department of Health's property in a designated and authorised area or facility. The Contractor should make itself aware of the KZN Department of Health's waste management plan and collection and disposal arrangements and align its waste management program accordingly.
- In cases where an inadequate standard of housekeeping has developed and compromised safety and cleanliness, DOH has the right to instruct the Contractor to cease work until the area has been tidied up and made safe.
- The Contractor must carry out regular safety/housekeeping inspections at least weekly to ensure maintenance of satisfactory standards. The Contractor must document the results of each inspection and must maintain records for viewing by DOH.

8. Management of COvid-19

8.1 Covid- 19 Documentation

The principal contractor shall develop a policy on COvid-19; signed by CEO

Covid-19 prevention and management plan must be developed

Conduct a risk assessment to determine exposure to Covid-19

Daily Safety Task Instructions (DSTI's) shall include Covid-19.

8.2 Hand washing facilities

Construction sites must be equipped with hand washing facilities at the usual welfare facilities.

Ensure soap and fresh water is readily available and kept topped up at all times.

Ensure regular cleaning of hand wash facilities and provide adequate bin for disposal of hand paper towels with regular disposal.

Hand washing techniques posters shall be posted around the hand washing facilities

Hand sanitising agents must also be placed at strategic areas

8.3 Eating Areas

The principal contractor must ensure that there are dedicated eating areas for employees.

Ensure that eating areas are kept in a hygienic condition and disinfected after use.

The contractor shall stagger breaking times to reduce congestion and contact.

Employees shall be encouraged to follow the acceptable social distancing measures and seating arrangements must be as such.

Hand washing facilities and or sanitisers must be provided in these areas.

8.9 Personal Protective & Equipment Clothing

Personal protective equipment & clothing refers to a variety of barriers, used alone or in combination, to protect against hazardous agents in the environment.

The principal contractor shall ensure that his employees and sub-contractor employees are issued with suitable PPE and that PPE is worn at all times and in a correct manner

Ensure that used PPE is disposed of in an acceptable manner.

8.10 Training & awareness

The principal contractor shall ensure continuous training and awareness on Covid-19 and measures that can be used to minimise the spread

Training to include but not limited to:-

Cough etiquette; social distancing; Hand washing; Correct use and disposal of PPE

Screening station; Reporting of symptoms to the employer

9. Fundamental health and safety requirements

Before any work commences, proof of and the following non-negotiable deliverables are required:

- Incident investigation training by Construction Manager and or Safety Officer
- Letter of good standing with the Workman's Compensation Commissioner
- Legal liability training of all Supervisors and Construction Managers
- Original of the notification of construction work stamped by the Department of Labour
- Public Liability Insurance
- Competency training certificates of people to execute the job
- Method statements for work to be conducted
- A Baseline Risk Assessment
- Risk Assessments for every Job/Task
- Signed legal appointments as required by legislation
- Contractors' Safety Officer CV and competency certificates
- Health and Safety Management Plan
- Health and Safety file
- All equipment to be on a current register, backed up by relevant test certificates
- A Medical fitness certificate for each employee with Annexure 3 completed per employee
- Proof of induction (Contractor induction training)

10. OMISSIONS FROM HEALTH SAFETY AND REQUIREMENTS SPECIFICATION

- By drawing up this OHS specification, DOH has endeavoured to address the most critical aspects relating to OHS issues in order to assist the contractor in adequately providing for the health and safety of employees on site. Should DOH not have addressed all SHE/Q aspects pertaining to the work that is tendered for, the contractor needs to include it in the SHE plan and inform DOH of such issues when submitting.

Contractor's Acceptance & Acknowledgement of the Health & Safety Specification:


I, _____ (print name in full), the undersigned responsible person (Contractors 16.1/16.2 Appointee) for:

_____ (Company Name) declare that I have read, understood and accept the responsibilities and requirements of this Health & Safety Specification for the project: Purchase and commission of Portable standby disaster management genset will ensure that this Health & Safety Specification is communicated to the relevant parties so that the requirements hereto can be complied with.

Contractor's Responsible Person
(16.1/ 16.2 Appointee)

Date

Annexure 2 - KZN DOH Generator Preventative Maintenance Service Programme - Annual Service

 health Department: Health PROVINCE OF KWAZULU-NATAL					
Generator Preventative Maintenance Service Programme					
Monthly Inspections and Annual Service					
Part One: Monthly Inspections					
Institution					
Date				Time	
Inspection carried out by:		Name		Rank	
		Signature			
Generator Location					
Monthly Inspection - To be carried out by the Institutions maintenance personnel					
Procedure to follow before starting generator.				Checked:	
Items				Yes No	
1	Check fan belt, condition and tension.				
2	Check fan for any visible damage.				
3	Check radiator hoses and clamps.				
4	Check radiator for any visible damage.				
5	Check all hoses for dust ingress.				
6	Check that water jacket heater is functional.				
7	Check all guards are in position and secure.				
8	Check battery charger.				
9	Check date of installation or replacement of battery.				
10	Check battery condition:			Casing	
				Leads	
				Box	
				Lugs	
				Battery terminals	
	Clean and tighten connections.				
11	Check oil level.				
12	Check radiator coolant level.				
13	Check day tank fuel level.				
14	Draw sample of diesel fuel and check clarity of sample.			Clear	
				Cloudy	
				Dirty (dark in colour)	
15	Check air vents on alternator for any obstructions.				
16	Check starter motor mountings for tightness.				
17	Check engine alternator mountings for tightness.				
18	Check generator base and anti vibrations mounts for signs of deterioration.				
19	Drain water trap.				
20					
21					
Procedure to follow after starting and running generator on NO LOAD for 5 minutes.					
Items					
22	Check for any leaks - oil, fuel, coolant, exhaust gases.				
23	Check alternator charge operation.				
24	Log engine temperature guage reading.			°C	
25	Log engine oil pressure reading.			bar	
26	Log generator running hours			Hours	
27	Log engine battery voltage			volts	
28	Check low radiator coolant level.				
29	Check all hoses, pipes, fittings and clamps for damage or leaks.				
30	Check exhaust manifold, silencer and pipes.				
31	Shut down generator using the Emergency stop push button.				
32	Shut down generator and check the following:				
	Engine Oil Level				
	Radiator Coolant Level				
33					
Procedure to follow after starting and running generator ON LOAD for 30 minutes.					
Items					
34	Log electrical load on the generator			kVA	
35	Change over mechanism functional.				
36	Check MDI meters for functionality.				
37	Check Voltage selector for functionality.				
38	Check Phase selector for functionality.				
39					



health
Department:
Health
PROVINCE OF KWAZULU-NATAL

**Generator Preventative Maintenance Service Programme
Monthly Inspections and Annual Service
Part Two: Annual Service including Diesel Fuel Remediation**

Institution			
Date		Time	
Service carried out by:	Name	Name of Company	
	Signature	Order Number	
Generator Location			

Annual Service - To be carried out by an industry recognised generator service provider.
Proof of competency required.

Procedure to follow before starting generator.			Checked:		Comments
Items			Yes	No	
1	Check fan belt, condition and tension.				
2	Check fan for any visible damage.				
3	Check radiator hoses and clamps.				
4	Check radiator for any visible damage.				
5	Check all hoses for duct ingress.				
6	Check that water jacket heater is functional.				
7	Check all guards are in position and secure.				
8	Check battery charger.				
9	Check date of installation or replacement of battery.				
10	Drain Radiator and refill with manufacturer's specified coolant.	Make and type			
11	Supply and fit new water filters as per manufacture's specification.	Make and type			
12	Drain engine oil and refill with manufacture's specified engine oil.	Make and type			
13	Supply and fit new oil filters as per manufacture's specification.	Make and type			
14	Supply and fit new fuel filters as per manufacture's specification.	Make and type			
15	Supply and fit new air filters as per manufacture's specification.	Make and type			
16	Check battery condition: (Maintenance Free type)	Casing			
		Leads			
		Box			
		Lugs			
	Battery terminals				
	Clean and tighten connections.				
17	Check battery condition: (Maintained type)	Hydrometer	Casing		
		Green:	Leads		
		Black:	Box		
		Yellow:	Lugs		
		Red:	Battery terminals		
		Volts: Amps:	Clean and tighten connections.		
18	Check oil level.				
19	Check radiator coolant level.				
20	Check day tank fuel level.				
21	Check air vents on alternator for any obstructions.				
22	Check starter motor mountings for tightness.				
23	Check engine alternator mountings for tightness.				
24	Check generator base and anti vibrations mounts for signs of deterioration.				
25	Drain water trap.				
26					
27					

Procedure to follow after starting and running generator on NO LOAD for 5 minutes.			Checked		Comments
Items			Yes	No	
28	Check for any leaks - oil, fuel, coolant, exhaust gases.				
29	Check alternator charge operation.				
30	Log engine temperature gauge reading.	°C			
31	Log engine oil pressure reading.	bar			
32	Log generator running hours	Hours			
33	Log engine battery voltage	volts			
34	Check low radiator coolant level.				
35	Check all hoses, pipes, fittings and clamps for damage or leaks.				
36	Check exhaust manifold, silencer and pipes.				
37	Shut down generator and check the following: Engine Oil Level Radiator Coolant Level				
38					

Procedure to follow after starting and running generator ON LOAD for 30 minutes.			Checked		Comments
Items			Yes	No	
39	Log electrical load on the generator	kVA			
40	Change over mechanism functional.				
41	Check MDI meters for functionality.				
42	Check Voltage selector for functionality.				
43	Check Phase selector for functionality.				
44					

Annual Service - To be carried out by an industry recognised diesel fuel remediation service provider.
Proof of competency required.

The Generator Service Provider shall engage the services of a recognised diesel fuel remediation sub-Contractor to carry out a full diesel fuel remediation programme on the generator "day tank" as well as the bulk diesel fuel tank as per the specification of the KZN Department of Health. Annexure A


Annual Service - To be carried out by an industry recognised diesel fuel remediation service provider.			Checked		Comments
Items			Yes	No	
45	Diesel Fuel Remediation in accordance with specification of the KZN Department of Health				
46	Pressure testing of Bulk diesel fuels tanks in accordance with statutory requirements.				
47	Disposal of contaminated diesel Fuel.				
48	Supply documented proof of the following:	Diesel Fuel Remediation Laboratory Results			
		Diesel Fuel Tank Pressure Test Results			
		Contaminated Diesel Fuel Disposal Certificate			

NOTE: ALL READINGS TO BE TAKEN AT 50% OF TIME LAPSED.

On - load test.	25 % of load	<input type="text"/>	Amps	at unity (1.0 pf)
		<input type="text"/>	Amps	at 0.8 pf
Time required to run		minutes	Minimum 15 minutes	
Oil pressure		BAR		
Battery charging volts		Volts		
Frequency		Hz		
Water temperature		°C		
Generator Voltage:		Volts - Red Phase		
		Volts - White Phase		
		Volts - Blue Phase		
Generator Amperage:		Amps - Red Phase		
		Amps - White Phase		
		Amps - Blue Phase		
Generator speed		RPM		
On - load test.	50 % of load	<input type="text"/>	Amps	at unity (1.0 pf)
		<input type="text"/>	Amps	at 0.8 pf
Time required to run		minutes	Minimum 15 minutes	
Oil pressure		BAR		
Battery charging volts		Volts		
Frequency		Hz		
Water temperature		°C		
Generator Voltage:		Volts - Red Phase		
		Volts - White Phase		
		Volts - Blue Phase		
Generator Amperage:		Amps - Red Phase		
		Amps - White Phase		
		Amps - Blue Phase		
Generator speed		RPM		
On - load test.	75 % of load	<input type="text"/>	Amps	at unity (1.0 pf)
		<input type="text"/>	Amps	at 0.8 pf
Time required to run		minutes	Minimum 15 minutes	
Oil pressure		BAR		
Battery charging volts		Volts		
Frequency		Hz		
Water temperature		°C		
Generator Voltage:		Volts - Red Phase		
		Volts - White Phase		
		Volts - Blue Phase		
Generator Amperage:		Amps - Red Phase		
		Amps - White Phase		
		Amps - Blue Phase		
Generator speed		RPM		
On - load test.	100 % of load	<input type="text"/>	Amps	at unity (1.0 pf)
		<input type="text"/>	Amps	at 0.8 pf
Time required to run		minutes	Minimum 15 minutes	
Oil pressure		BAR		
Battery charging volts		Volts		
Frequency		Hz		
Water temperature		°C		
Generator Voltage:		Volts - Red Phase		
		Volts - White Phase		
		Volts - Blue Phase		
Generator Amperage:		Amps - Red Phase		
		Amps - White Phase		
		Amps - Blue Phase		
Generator speed		RPM		
On - load test.	110 % of load	<input type="text"/>	Amps	at unity (1.0 pf)
		<input type="text"/>	Amps	at 0.8 pf
Time required to run		minutes	Minimum 15 minutes	
Oil pressure		BAR		
Battery charging volts		Volts		
Frequency		Hz		
Water temperature		°C		
Generator Voltage:		Volts - Red Phase		
		Volts - White Phase		
		Volts - Blue Phase		
Generator Amperage:		Amps - Red Phase		
		Amps - White Phase		
		Amps - Blue Phase		
Generator speed		RPM		


One - step load.	60 % of load		Amps	at unity (1.0 pf)
			Amps	at 0.8 pf
Time required to run		minutes	Minimum 15 minutes	
Oil pressure		BAR		
Battery charging volts		Volts		
Frequency		Hz		
Water temperature		°C		
Generator Voltage:		Volts - Red Phase		
		Volts - White Phase		
		Volts - Blue Phase		
Generator Amperage:		Amps - Red Phase		
		Amps - White Phase		
		Amps - Blue Phase		
Generator speed		RPM		
Sound levels.				
	Inlet side		dba @ 7 meters	
	Outlet side		dba @ 7 meters	
	Side of canopy / container		dba @ 7 meters	
Fault simulation / testing.	Some engines and controllers cannot simulate "fault simulation" due to a Cambus installation			
		Warning	Critical	
	Unit not in AUTO			
	Change-over operational			
	By-pass switch operational if applicable			
	Low fuel at 30% of Base Tank Capacity			warning
	No fuel @ 15% of Base Tank Capacity			shutdown
	Emergency stop			start inhibit / shutdown
	Low oil pressure			shutdown
	High engine temperature			shutdown
	Low water			shutdown
	Start fail (3 attempts)			shutdown
	Low alternator voltage			shutdown
Manual start / stop operation.				
	Manual start			
	Manual stop			
	Test			
Comments:				
Supplier Name:			Designation:	
			Signature:	
Inspected by:			Designation:	
			Signature:	
Date of Test:				

Annexure 4 - DEPARTMENT OF HEALTH - GENERATOR COMMISSIONING CHECK SHEET OCT 2020
Rev1

 KWAZULU-NATAL PROVINCE HEALTH REPUBLIC OF SOUTH AFRICA									
GENERATOR ON-SITE COMMISSIONING SHEET (OCT 2020 - Rev 1)									
<i>Copies hereof to be included in the Generator Manuals</i>									
SITE:				GENERATOR SIZE:				KVA	
				TYPE OF INSTALLATION:					
Generator set data:									
Engine.				Engine Rating				kVA	
Engine Manufacturer:									
Engine Model No.:									
Engine Type:									
Engine Serial No.:									
Alternator.				Alternator Rating				kVA	
Alternator Manufacturer:									
Alternator Model No.:									
Alternator Serial No.:									
Control Panel.									
Control Panel Manufacturer:									
Checklist.									
CANOPY.		CHECK		OK				CHECK	
								OK	
1 PAINT						35 STARTER BATTERY ENCLOSURE			
2 CONSTRUCTION						36 STARTER BATTERY DATE STAMPED			
3 VERMIN PROOFING						37 FUEL TANK PAINTED			
4 WEATHER PROOF						38 FUEL LEVEL INDICATORS (ANALOGUE & ELECTRONIC)			
5 SOUND PROOF						39 ALTERNATOR WINDING CLASS (H)			
6 dB SOUND LEVEL @ 7m MEASURED OUTDOORS						40 ENGINE / ALTERNATOR RATING LABEL			
7 DOORS						GENERAL			
8 HINGES, LOCKING BARS						46 MANUALS			
9 RUBBER SEALS						47 TOOL BOX			
10 CANOPY DC LIGHT & SWITCH						48 PANEL KEY			
						49 LABELING (SEE BELOW)			
						50 WIRING DIAGRAM FRAMED & DISPLAYED			
ENGINE / ALTERNATOR / BASE FRAME		CHECK		OK		CONTROL PANEL			
11 BASEFRAME CONSTRUCTION						51 PAINT			
12 ANTI VIBRATION MOUNTS						52 EARTHING ON ALL DOORS			
13 PAINT						53 4 POLE SWITCHING			
14 RADIATOR						54 CONTROLLER			
15 COOLANT FILLED						55 SELECTOR SWITCH (CONTROLLER)			
16 COOLANT LEVEL INDICATOR						56 VOLTMETER (AC 500 VOLTS) 7 POSITION			
17 OIL FILTER						57 MAXIMUM DEMAND INDICATORS X 3			
18 AIR FILTER						58 FREQUENCY METER			
19 FUEL FILTER						59 HOUR METER			
20 FUEL / WATER SEPERATOR						60 COOLANT TEMPERATURE READING		CONTROLLER	
21 JACKET HEATER						61 OIL PRESSURE READING		CONTROLLER	
22 BALL VALVES TO JACKET HEATER						62 CHARGING CURRENT METER (DC)			
23 EXHAUST SYSTEM						63 CONTACTORS / CHANGE-OVER CB			
24 BALL VALVE TO ENGINE SUMP						64 WIRING			
25 FUEL SHUT DOWN VALVE						65 DC LIGHT			
26 FUSIBLE FIRE LINK (IF APPLICABLE)						66 BATTERY CHARGER SET TO 60%			
27 HOSES						67 PANEL LIGHTS			
28 DRIP TRAY (INDOOR TYPE)						68 EMERGENCY STOP BUTTON			
29 DRIP TRAY DRAIN (INDOOR TYPE)						PERMANENTLY FIXED WING PUMP INSTALLED			
30 DC ALTERNATOR						69 COMPLETE WITH 5m OF HOSE FITTED WITH A FUEL STRAINER			
31 OIL FILLED						70 TANK BREATHER INSTALLED			
32 WIRING AND TERMINATIONS INCLUDING EARTHING						71 SELF BUNDED BASE TANK (YES / NO)			
33 TRANSFER PUMP WITH NON-RETURN VALVE, METAL PIPE AND HOSE						72 OUTDOOR TYPE			
34 MOVING PARTS PROTECTION						LAMINATED SCHEMATIC DIGRAM AFIXED TO PANEL DOOR			
						73 ENGRAVED LABELS AS INDICATED BELOW			
GENERATOR AMF CONTROLLER						LABELING REQUIRED (ALL ENGRAVED OR SCREEN PRINTED LABELS ONLY - NO STICK ON LABELS PERMITTED)			
MAKE						SIGNS X 3 INDICATING GENERATOR MAY START WITHOUT WARNING (EXTERNAL)			
TYPE						SIGNS X 3 INDICATING UNAUTHORISED ENTRY PROHIBITED (EXTERNAL)			
SERIAL NUMBER						TANK CAPACITY		litres	
WEBNET DSE 890 Serial No.						LITRES/HOUR USAGE AT FULL LOAD		litres/hr	
GATEWAY USB ID No.						MAIN MCCB			
DATA SIM CARD CELL No.						ALTERNATOR MCCB			
SIM CARD SERVICE PROVIDER		VODACOM / MTN				PHASE ROTATION LABEL		CLOCKWISE OR ANTI-CLOCKWISE	
		CIRCLE APPROPRIATE SERVICE PROVIDER							
GENERATOR CONTROLLER PARAMMETERS				YES / NO		COMMENTS			
STARTUP TIME DELAY: 5 SECONDS									
RUN UP TIME / CHANGE OVER DELAY: 5 SECONDS									
ON LOAD DELAY: 10 SECONDS									
MAINS POWER RETURN DELAY: 60 SECONDS									
COOLING DOWN TIME: 120 SECONDS									

NOTE: ALL READINGS TO BE TAKEN AT 50% OF TIME LAPSED.			
On - load test.	Site load test	<input type="text"/>	Amps at unity (1.0 pf)
		<input type="text"/>	Amps at 0.8 pf
Time required to run		minutes	Minimum 15 minutes
Oil pressure		BAR	
Battery charging volts		Volts	
Frequency		Hz	
Water temperature		°C	
Generator Voltage:		Volts - Red Phase	
		Volts - White Phase	
		Volts - Blue Phase	
Generator Amperage:		Amps - Red Phase	
		Amps - White Phase	
		Amps - Blue Phase	
Generator speed		RPM	
Earth mat readings		Ohms	
Type of earth mat installed			
Bonding strap mechanically protected?	YES / NO		
Supply Authority Electrical Phase Rotation	Clockwise / Anti clockwise		
Generator Electrical Phase Rotation	Clockwise / Anti clockwise		
Sound levels.			
	Inlet side		dba @ 7 meters
	Outlet side		dba @ 7 meters
	Side of canopy / container		dba @ 7 meters
Fault simulation / testing.	Some engines and controllers cannot simulate "fault simulation" due to a Cambus installation		
		Warning	Critical
	Unit not in AUTO		
	Change-over operational		
	By-pass switch operational (if applicable)		
	Low fuel at 30% of Base Tank Capacity		warning
	No fuel @ 15% of BaseTank Capacity		shutdown
	Emergency stop		start inhibit / shutdown
	Low oil pressure		shutdown
	High engine temperature		shutdown
	Low water		shutdown
	Start fail (3 attempts)		shutdown
	Low alternator voltage		shutdown
Manual start / stop operation.			
	Manual start	<input type="text"/>	
	Manual stop	<input type="text"/>	
	Test	<input type="text"/>	
Comments:			
Supplier Name:		Designation:	
		Signature:	
Inspected by:		Designation:	
		Signature:	
Date of Commissioning Test:			

Annexure 5 - DEPARTMENT OF HEALTH - GENERATOR MANUALS CHECK SHEET OCT 2020 Rev 1

 KWAZULU-NATAL PROVINCE <small>HEALTH REPUBLIC OF SOUTH AFRICA</small>			
GENERATOR O & M MANUALS CHECK SHEET (OCT 2020 Rev 1)			
3 SETS OF MANUAL ARE REQUIRED. INFORMATION REQUIRED AS PER LIST BELOW			
<i>This check sheet is to be included in the manuals</i>			
SITE:		GENERATOR SIZE:	kVA
TYPE OF INSTALLATION:			
Engine.	Yes	No	If No, provide reasons / Comments
Operating and Maintenance Manuals			
Equipment Data Sheet showing the following:			
Manufacturer			
Engine Type			
Rating			
Serial Number			
Engine Number			
Alternator.	Yes	No	If No, provide reasons / Comments
Operating and Maintenance Manuals			
Equipment Data Sheet showing the following:			
Manufacturer			
Alternator Type			
Alternator Code			
Serial Number			
Speed			
Power Factor			
Rating			
Insulation Class			
Protection			
Voltage			
Automatic Voltage Regulator (AVR)			
Generator Control Panel	Yes	No	If No, provide reasons / Comments
Manufacturer			
Type			
Serial Number			
Schematic Wiring Diagram Number			
Generator Controller	Yes	No	If No, provide reasons / Comments
Operating and Maintenance Manuals			
Equipment Data Sheet showing the following:			
Manufacturer			
Type			
Serial Number			
Webnet Gateway	Yes	No	If No, provide reasons / Comments
Operating and Maintenance Manuals			
Equipment Data Sheet showing the following:			
Manufacturer			
Type			
Gateway USB ID			
SIM Card Service Provider			
SIM Card Cell Number			
Battery	Yes	No	If No, provide reasons / Comments
Equipment Data Sheet showing the following:			
Manufacturer			
Capacity			
System Voltage			
Fuel Tank/s	Yes	No	If No, provide reasons / Comments
Equipment Data Sheet showing the following:			
Fuel Consumption - Litres/Hour @ Full Load			
Hand Pump	Yes	No	If No, provide reasons / Comments
Equipment Data Sheet showing the following:			
Manufacturer			
Type: Hand operated / Electrically operated			

Governor	Yes	No	If No, provide reasons / Comments
Manufacturer			
Type			
Cooling System	Yes	No	If No, provide reasons / Comments
Equipment Data Sheet showing the following:			
Manufacturer			
Part Number			
Reference Number			
Serial Number			
Immersion Heater	Yes	No	If No, provide reasons / Comments
Equipment Data Sheet showing the following:			
Manufacturer			
Type			
Voltage			
Engine Filters in accordance with Manufacturer's Specifications.	Yes	No	If No, provide reasons / Comments
Equipment Data Sheet showing the following:			
Oil Filter Part Number			
Fuel Filter Part Number			
Water Separator			
Air Filter Housing			
Air Filter			
Lubrication in accordance with Manufacturer's Specifications.	Yes	No	If No, provide reasons / Comments
Oil Type			
Coolant Type & Ratio mix			
Factory Acceptance Test Sheet			
Site Commissioning Test Sheet			
Generator & Panel Certificate of Compliance - SANS 10142-1			
Associated Electrical Works Certificate of Compliance - SANS 10142-1			
Generator Earth Mat Test Results Sheet			
Supplier Name:			Designation :
			Signature:
Inspected by:			Designation:
			Signature

ANNEXURE 6: Service and Repair of KZN DOH Portable Gensets

RE: ZNB 5031: Service and Repair of KZN DOH Portable Generator sets

1. Servicing: The following must be noted and adhered to:

- a. All gensets will be serviced at the designated time either time-based or at it has reached its service interval.
- b. The gensets will be located at either:
 - i. Wentworth Hospital – Strategic Warehouse Store
 - ii. Any Clinic, Community Health Centre, Hospital or any other KZN DOH facility, within Kwazulu Natal.
- c. Fuel Remediation will take place if the genset is out on site, if not normal tank tests and inspections will be done at Wentworth Hospital.

2. Transportation of the units to and from site:

- a. In the event of a failure at a health facility, the Contractor will be called out to uplift the appropriate genset (including all associated equipment, cables and pipework) transport to site, install, test and commission the genset.
- b. The contractor shall hold full responsibility of the genset during transit and will be liable for any/all damages should any arise.

3. Repairs: Call-outs & Breakdowns

- a. Call-outs, breakdowns and repairs will be as follows:
 - i. Deliver genset to site, install, test and commission and leave in full working order until such time that repairs are completed at the health facility.
 - ii. The contractor will be re-imbursed as per Annexure 9 - ZNB 5031 Service Rates.

- iii. Annexure 9 will be used as the rates for the remainder of the contract with no deviations unless agreed upon by both DOH and Contractor.

4. General

- a. The contract is in place to ensure the sixteen gensets are serviced and maintenance to a high standard in accordance with OEM recommendations, spares used and resources available.

ANNXURE 7 : ANNUAL SERVICE AND FUEL REMEDIATION RATES

SERVICE RATES - ZNB 5031/2022-H						
		Quantity	Year 1 - Rate	Year 2 - Rate	Year 3 - Rate	Sub-Total
Minor Service	630 kVA 400V, 50Hz, Diesel Standby Generator Set	3				
	500 kVA 400V, 50Hz, Diesel Standby Generator Set	4				
	300 kVA 400V, 50Hz, Diesel Standby Generator Set	2				
	250 kVA 400V, 50Hz, Diesel Standby Generator Set	2				
	150 kVA 400V, 50Hz, Diesel Standby Generator Set	1				
	100 kVA 400V, 50Hz, Diesel Standby Generator Set	2				
	60 kVA 400V, 50Hz, Diesel Standby Generator Set	2				
Fuel Remediation @ 6 months	630 kVA 400V, 50Hz, Diesel Standby Generator Set	3				
	500 kVA 400V, 50Hz, Diesel Standby Generator Set	4				
	300 kVA 400V, 50Hz, Diesel Standby Generator Set	2				
	250 kVA 400V, 50Hz, Diesel Standby Generator Set	2				
	150 kVA 400V, 50Hz, Diesel Standby Generator Set	1				
	100 kVA 400V, 50Hz, Diesel Standby Generator Set	2				
	60 kVA 400V, 50Hz, Diesel Standby Generator Set	2				
Major Service	630 kVA 400V, 50Hz, Diesel Standby Generator Set	3				
	500 kVA 400V, 50Hz, Diesel Standby Generator Set	4				
	300 kVA 400V, 50Hz, Diesel Standby Generator Set	2				
	250 kVA 400V, 50Hz, Diesel Standby Generator Set	2				
	150 kVA 400V, 50Hz, Diesel Standby Generator Set	1				
	100 kVA 400V, 50Hz, Diesel Standby Generator Set	2				
	60 kVA 400V, 50Hz, Diesel Standby Generator Set	2				
Fuel Remediation @ 12 months	630 kVA 400V, 50Hz, Diesel Standby Generator Set	3				
	500 kVA 400V, 50Hz, Diesel Standby Generator Set	4				
	300 kVA 400V, 50Hz, Diesel Standby Generator Set	2				
	250 kVA 400V, 50Hz, Diesel Standby Generator Set	2				
	60 kVA 400V, 50Hz, Diesel Standby Generator Set	2				
Grand Total : Carried over to 2.3.23						

RE: ZNB 5031: Contract Provisional Sum Rates

- A. The following adjustments will be effective from First Delivery till Final delivery i.e. till the end of the Contract.
 - B. The rates will be applicable for CALL-OUTS/BREAKDOWNS ONLY and therefore will not include annual and bi-annual servicing and maintenance.
 - C. **SERVICING AND MAINTENANCE (INCLUDING FUEL REMEDIATION)** will remain as per original contract BOQ rates.
-
- 1. Labour rates will be as per the attached “**Labour-Travel Rates ZNB 5031**”.
 - 2. Bought Out Items: As per the attachment “**Labour-Travel Rates ZNB 5031**”
 - a. Table 1: Bought out items

(Excluding VAT)(Carried forward
(Maximum Mark Up = 20% for values R0.00 to R299 999.99)
(Maximum Mark Up = 15% for values R300 000.00 to R500 000.00)
(Maximum Mark Up = 13% for values over R500 000.00)

3. Fuel and Travel

a. Fuel Rates will be as per **AA rates** for the given month of Call-Outs/Breakdowns.

b. Travel will be

from: _____

_____ (insert company name and address) HQ/Site

Office to the Health Facility or the nearest distance to the Health Facility.

General Note:

1. Callouts and Breakdowns may be billed from the instant that:

a. A Call is logged

b. Whatsapp/Email/SMS is received and instruction given to go out to investigate a fault.

2. The end of the call-out/breakdown will be the time that the technician returns to HQ/Workshop.

SCHEDULE OF RATES AND TARIFFS	YEAR 1			YEAR 2			YEAR 3		
ZNB 5031/2022-H									
Transport Generator to and from site	NORMAL RATE TIME	OVER TIME X 1.5	OVERTIME X2	NORMAL RATE TIME	OVER TIME X 1.5	OVERTIME X2	NORMAL RATE TIME	OVER TIME X 1.5	OVERTIME X2
Driver/Rigger									
Fuel Rate for truck (Return Trip)									
*Deliver, Install, Test and Commission									
Decommission, Uplift, *Deliver to Wentworth Hospital									

***All deliveries/movement of generators will be at the cost of the Contractor and the Contractor shall be responsible for any damages to the genset in-transit.**

SCHEDULE OF RATES AND TARIFFS	YEAR 1			YEAR 2			YEAR 3		
ZNB 5031/2022-H									
LABOUR	NORMAL RATE TIME	OVER TIME X 1.5	OVERTIME X2	NORMAL RATE TIME	OVER TIME X 1.5	OVERTIME X2	NORMAL RATE TIME	OVER TIME X 1.5	OVERTIME X2
Artisan/ Technician rate per hour, normal time (excluding labourer)									
Apprentice									
Semi-skilled									
Unskilled									