



## Quotation Advert

**Opening Date:** 29/01/2026

**Closing Date:** 13/02/2026

**Closing Time:** 11:00

### INSTITUTION DETAILS

**Institution Name:** Fort Napier Hospital

**Province:** KwaZulu-Natal

**Department of entity:** Department of Health

**Division or section:** Supply Chain Management

**Place where goods/  
service is required:** Fort Napier Hospital

**Date Submitted:** 29/01/2026

### ITEM CATEGORY AND DETAILS

**Quotation number:** FNH271/2025/26

**Item Category:** Services

**Item Description:** SUPPLY ALL LABOUR AND MATERIAL TO INSTALL HIGH MAST LIGHTS.

### COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Complusory Briefing

**Time:** 11:00 AM

**Venue:** SCM DEPARTMENT FORT NAPIER HOSPITAL

**Date:** 06/02/2026

QUOTES CAN BE COLLECTED FROM: KZN HEALTH WEBSITE

QUOTATION MUST BE DEPOSITED ON THE TENDER BOX SITUATED NEXT TO SECURITY MAIN GATE 1 DEVORNSHIRE ROAD, BEFORE THE CLOSING DATE AND TIME OF TENDER OR

EMAIL: FNH.Quotations@kznhealth.gov.za


ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

**Name:** MR S MADLALA

**Email:** N/A

**Contact number:** 033-260-4488

**Finance Manager Name:** MRS G SEWRAN

**Finance Manage signature:** 







<b>Quotation No.</b>	<b>FNH271/2025/26</b>
<b>Quotation Description</b>	<b>SUPPLY ALL LABOUR AND MATERIAL TO INSTALL HIGH MAST LIGHTS.</b>

**EVALUATION CRITERIA**

This institution intends to evaluate valid quotations using **three (4) evaluation stages**. These are peremptory requirements, should the bidder/tenderer fail to comply with any of the stages as stated below, the quotation will be regarded as non-responsive, and will not progress to the final stage of evaluation:

Stage 1: Administrative Compliance, Compulsory and Mandatory Requirements

Stage 2: Capacity

Stage 3: Compliance with Specification

Stage 4: Price and Preference Points System (Specific Goals)

**STAGE 1: ADMINISTRATIVE, COMPULSORY COMPLIANCE AND MANDATORY REQUIREMENTS**

<b>NO.</b>	<b>REQUIREMENTS</b>	<b>INCLUDED IN THE PUBLISHED DOCUMENT?</b>	<b>TO BE RETURNED BY BIDDER/ TENDERER?</b>
1.	PARTICULARS OF QUOTATION	YES	YES
2.	OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01	YES	YES
3.	BIDDER'S DISCLOSURE (SBD4)	YES	YES
4.	GENERAL CONDITIONS OF CONTRACT (GCC)	YES	YES
5.	SPECIAL CONDITIONS OF CONTRACT (SCC)	YES	YES
6.	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)	YES	YES
<b>Compulsory Compliance</b>			
7.	SUPPLIER UPDATED CIPC REGISTRATION DOCUMENTS	NO	YES
8.	ONE MONTH CENTRAL SUPPLIER DATABASE COMPLIANCE REPORT (CSD)	NO	YES
9.	VALID SARS CERTIFICATE	NO	YES
10.	CIDB GRADING EB/EP1	NO	YES
11.	TRADING TEST CERTIFICATE FOR ELETRICIAN	NO	YES
12.	WIREMANS LICENSE	NO	YES
13.	PROOF OF EXPERIENCE OF SERVICE PROVIDER WITH SIMILAR NATURE OF PROJECT. (ATTACH TWO ORDERS WITH THEIR COMPLETION CERTIFICATE).	NO	YES

Bidder Initial here: \_\_\_\_\_



Note: This relates to administrative, compulsory and mandatory returnable documents which must be fully completed, and submitted, should you fail to submit any of the above returnable documents, your offer will be treated as non-responsive and will not proceed to the next stage of evaluation. The department reserve a right to verify validity of the documents submitted, should it be discovered that the information submitted is misrepresented or falsified the quotation will be disqualified or contract maybe be terminated.

**STAGE: 2 CAPACITY**

As part of risk management, if there is a valid proof that the bidder was previously issued with an order and thereafter failed to deliver without acceptable reasons, the bidder will be treated as a defaulter and will not progress to the next stage of evaluation.

**STAGE: 3 COMPLIANCE WITH SPECIFICATION**

Requirement	Complies with Specification Yes /No
The bidder / Tenderer to confirm that the product supplied complies with attached specification document, should you fail to indicate compliance your quotation will not progress to the next stage of evaluation.	

**STAGE 4: PRICE AND PREFERENCE POINTS**

The value of this quotation is estimated not to exceed R 50 000 000 (inclusive of all applicable taxes), therefore the 80/20 preference point system shall be applicable. Points for this quotation will be awarded for:

CATEGORY	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and must not exceed</b>	<b>100</b>

The Department has identified the following specific goal:

Specific Goal	Number of Points allocated	Proof To Claim Specific Goal (Returnable Documents)
RDP Goal: Full points allocated to promote South African owned enterprises	20	1. BBEE Certificate/Sworn Affidavit 2. SARS Certificate 3. CIPC Certificate

**NOTE:**  
Should a responsive bidder fail to submit proof to claim points, as stated above this will not result in disqualification; however, the bidder will not be awarded points for specific goals.

**EVALUATION CRITERIA AND SPECIFICATION APPROVED BY**

Official	Title ( Ms/ Miss/ Mrs/ Mr/ Dr)	Surname	Initials	Date	Signature
End User Representative					
SCM Official					

Bidder Initial here: \_\_\_\_\_



**CLARITY ON DECLARATION OF INTEREST SBD 4 (a)**

<b>BIDDER NAME</b>	
<b>LEGISLATION ON DISCLOSURE OF INTEREST</b>	
<p>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."</p> <p>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"</p> <p>Treasury Regulations 16A8.4 further indicates that "If a supply chain management official or other role player, or any close family member, partner or associate of such official or other role player, has any private or business interest in any contract to be awarded, that official or other role player must-(a) disclose that interest; and (b) withdraw from participating in any manner whatsoever in the process relating to that contract."</p>	
<b>CLARITY ON HOW TO DISCLOSE</b>	
<p>Clause 2.2 of the Bidders Disclosure (SBD4), require the bidder to disclose a relationship with any person employed by the entire KZN Department of Health, even if that person is not employed by the procuring institution. The Department may use other Computer Assisted Techniques to verify possible interest, should you be found to have failed to disclose correctly, your bid/quotation will be treated as a false declaration, treated as non-responsive and disqualified.</p> <p>For example, if the tender is advertised or invited by Addington Hospital, yet the person with interest is employed by Manguzi Hospital, as long as that official is employed by the Department of Health, the bidder is required to disclose interest. Therefore the question is, do you, or any person connected with the bidder, have a relationship with any person who is employed by the KZN Department of Health? If so, please furnish particulars on Bidders Disclosure (SBD4) section 2.2.1, as attached below,</p>	

I read the above clarity on disclosure of interest and I commit to disclose as directed, should I fail to disclose correctly, I am aware of the consequences, which may include disqualification of my offer.

\_\_\_\_\_

BIDDER SURNAME AND INITIALS

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

DATE





**KWAZULU-NATAL PROVINCE**

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**HEALTH**  
**REPUBLIC OF SOUTH AFRICA**

**PROVINCE OF KWAZULU-NATAL**  
**DEPARTMENT OF HEALTH**

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**QOUTATION NUMBER:**

**REQUIRED CIDB GRADING: 1EB/EP and above**

**FACILITY NAME: FORT NAPIER HOSPITAL**

**PROJECT: INSTALLATION OF HIGH MUST LIGHTING**

**QOUTATION DOCUMENT**

PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH

BID No. ZNB \_\_\_\_\_

PROJECT: PROJECT: INSTALLATION OF HIGH MUST LIGHTING

**CIDB GRADING: EB/EP1**

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PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH

PROJECT: PROJECT: INSTALLATION OF HIGH MUST LIGHTING

PART ONE

CONDITION OF CONTRACT

1. NOTES TO BIDDERS

- 1.1 The institutions will remain open and operational at all times therefore the Contractor shall make the necessary arrangements with the Institutional Management and maintenance staff for any power outages that are required.
- 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.
- 1.3 The Administration reserves the right to negotiate prices in the Schedule of Prices.
- 1.4 All redundant material and rubble shall to be removed from the institution's property immediately.
- 1.5 All equipment and materials used in this contract shall be that which is specified or **other approved prior to submission and closure of the bid.**
- 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.
- 1.7 All items in the Schedule of Prices are **PROVISIONAL** and subject to re-measure after installation.
- 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 Leader of the Project immediately.
- 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.

RETURNABLES/REQUIREMENTS

- CIDB Grading EB/EPI
- Trade test certificate for electrician
- Wiremans license
- Proof of experience of service provider with similar nature of project. (attach two orders with their completion certificate)

Failure to comply with the above requirements will result in the tender being disqualified.

1.12 SCOPE OF CONTRACT

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

1.14 **PERIOD OF CONTRACT**

**One (1) Month** as the completion period for the Contract from the date of site handover.

1.15 **SITE AND MODE OF PROCEDURE**

The work contained in this contract will be carried out on the site of Fort Napier Hospital in the Province of KwaZulu-Natal.

Tenderers are encouraged to visit the site to ensure successful installation of the work required.

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.

1.16 **SATISFACTORY INSTALLATION**

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.

**PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH**

**PROJECT: PROJECT: INSTALLATION OF HIGH MUST LIGHTING  
TECHNICAL SPECIFICATION**

**2.1 GENERAL**

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

This Technical Specification shall be read in conjunction with all other sections of the Specification and cognisance shall be taken of the clauses relevant to this particular installation, whether any specific clauses are referred to or not.

The whole of the installation 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 Municipal By-laws and any special requirements of the Supply Authorities of the area or district concerned.~~
- Local Fire Regulations.
- The Contractor should fully familiarize himself with these documents prior to quoting
- The Occupational Health and Safety Act (Act 85, 1993) as amended.
- SANS 10400: The application of the National Building Regulations
- All building works shall be in accordance with the Standard Preambles to All Trades.
- The Kwa Zulu - Natal Department of Health General Electrical Specification

**NB:** Comprehensive scope of work and installation instructions are on Part 3 – Particular Specification.

**PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH**

**PROJECT: PROJECT: INSTALLATION OF HIGH MUST LIGHTING**

**PART THREE**

**PARTICULAR SPECIFICATION**

**3.1 GENERAL**

This particular specification must be read with, and shall form part of, Part 1 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 2 (Particular Specification).

**3.2 SCOPE OF WORK**

The specification calls for upgrading of electrical distribution system as per the following:

- Supply and install six high masts of height 30m shall be for exterior lighting
- Each high mast light shall consist of 6 flood lights facing different directions.
- All masts shall comply fully with the requirements of SANS 10225.
- The six masts shall be suitable for use at a mean altitude of 1 800 m above sea level in an environment subject to heavy industrial pollution at ambient temperatures of -15°C to 65°C.
- The masts shall be designed, approved and certified by an individual who is professionally registered with the Engineering Council as a structural engineer in accordance with SANS 10225 and manufactured from new materials.
- Supply, deliver and install new supply cable to feed the high must lighting from generator kiosk or mini sub.
- Make trench and backfilling of the supply cables.
- Supply and install 400v surge arrestor protection.
- Supply and install daylight sensor for each light.
- Supply and deliver new stainless steel emergency kiosk fed from generator or mini sub with 3 circuit breakers(main, and feeding breakers).
- Testing and commission of the system
- Provide legend, labelling and CoC for boardroom Distribution Board.

**Note: The awarded contractor must give program of work to the facility before the work commencement since the facility is operational at all times.**

**The high must specification is attached.**

**PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH**

**PROJECT: PROJECT: INSTALLATION OF HIGH MUST LIGHTING**

All installations must comply with the DoH's electrical installation policy, SANSI0142-1 and 2

**3.3 INSTALLATION DETAILS**

- The Kwa Zulu - Natal Department of Health General Electrical Specification

Note: The contractor should fully familiarize himself with these documents prior to quoting

Supply and install electrical wiring, safety devices, applicable terminations and labelling as per the Department of Health's Policy Document for the Design of Electrical Installations.

Certificate of Compliance

**The contractor shall submit the mandatory Certificate of Compliance. First delivery of this contract will not be taken until such time as this certificate is submitted to the Department of Health.**

All electrical work carried out will be neat and best class materials must be used. All wiring to conform to the S.A.B.S Code of Practice 0142 and will be subject to prior inspection and approval before acceptance. Refer to the Standard Electrical Specification; in as far as it applies.

**3.3.1 TESTING AND COMMISSIONING**

All new equipment shall be tested over 24 hours, commissioned, ready for use and be maintained and guaranteed for a period of twelve (12) months.

**3.3.2 GUARANTEE AND MAINTENANCE**

**3.3.2.1 General**

The Contractor shall guarantee and maintain the Contract Works for a period of twelve months (12) after Works 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.

**3.3.2.2 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 reinstallation 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.

### 3.3.2.3. 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.

### 3.3.2.4. 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.

### 3.3.3 MAINTENANCE

The entire installation including all new equipment manufactured or bought is subject to an unrestricted 12- month free maintenance and guarantee period, after the date of issue of the Completion Certificate. This also includes cover pertaining to all aspects of the equipment and associated wiring controls etc.

~~During the 12-month maintenance, any defects shall be made good and maintained in perfect operating condition.~~

PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH

PROJECT: PROJECT: INSTALLATION OF HIGH MUST LIGHTING

PART FOUR

SCHEDULE OF PRICES

4. PREAMBLE TO SCHEDULE OF PRICES

4.1 **Items and Pricing**

The Department reserves the right to place an order for any quantities of items included in the Schedules. The Schedule of Rates 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 Schedule of Rates. 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 Schedule of Rates.

4.2 **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).**

4.3 **Rates**

Except where provision is made in the Schedule of Rates, 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 Schedule of Rates.

**NOTE: ALL QOUTES MUST BE INCLUSIVE OF LABOUR, MARK UP/PROFIT AND CONSUMABLES**

**NOTE: This estimate form shall be used for Repair work, when the scope of work is not known and only one quotation is obtained. The work done shall be measured on completion and shall be at proven time, travel and costs in accordance with the Contract**

<b>PROVINCE OF KWAZULU-NATAL - DEPARTMENT OF HEALTH</b>	
<b>PROJECT DISCIPTION: PROJECT: INSTALLATION OF HIGH MUST LIGHTING</b>	
SUBMIT TO:	FOR ATTENTION:
INSTITUTION:	REF NO.:
- <b>SCOPE OF WORK:</b>	
I/We hereby quote for the above work in accordance with the conditions as specified in Contract.	
Materials, component/ancillary parts: Firm Price. When applicable a detailed list of materials etc. showing unit costs shall be provided.	

Item	Description	Unit	Quantity	Rate	Total
1	Supply and install six high masts of height 30m shall be for exterior lighting and each high mast light shall consist of 6 flood lights facing different directions.	No.	3		
2	Supply, deliver and install new supply cable to feed the high must lighting from generator kiosk or mini sub.	m	1000		
3	Make trench and backfilling of the supply cables.	m	400		
4	Supply and install 400v surge arrestor protection.	No.	3		
5	Supply and install daylight sensor for each light.	No.	3		
6	Supply and deliver new stainless steel emergency kiosk fed from generator or mini sub with 3 circuit breakers(main, and feeding breakers).	No.	3		
7	Testing and commission of the system.	item	1		
8	Provide legend, labelling and CoC for boardroom Distribution Board.	item	1		
9	Connection necessary accessories.	item	1		
10	<b>Total</b>				

NAME OF SERVICE PROVIDER: .....	
CIDB REGISTRATION NUMBER .....	CIDB
CATEGORY.....	
PROVINCIAL SUPPLIERS DATABASE REGISTRATION NUMBER: .....	
SERVICE PROVIDER'S AUTHORISED SIGNATURE .....	QUOTE REF
No.....	
NAME IN BLOCK LETTERS: .....	
COMPANY STAMP:	DATE:

**SCHEDULE OF PRICES: MATERIALS, COMPONENT/ANCILLARY PARTS  
AND SUB CONTRACT WORK**

The service provider shall add here, ALL materials, components/ancillary parts which are required for the completion of the work quoted for.

In the event that more pages are required, this page may be copied.

Tenderers are referred to the specification prepared by the electrical engineer, accompanying these bills of quantities for the electrical work, for the full descriptions of the following items which are to be read and priced in conjunction with the said specification.

Material must be ordered as determined on site and not from the drawings or Bill of Quantities. The Employer will not accept any responsibility for surplus or inadequately ordered material. Payments will only be made for the actual re-measured quantities as installed

## HIGH MAST LIGHTING SPECIFICATION

### • GENERAL

- a) Four high masts of height 30m shall be procured for exterior lighting
- b) Each high mast light shall consist of 6 flood lights facing different directions.
- c) All masts shall comply fully with the requirements of SANS 10225.
- d) The four masts shall be suitable for use at a mean altitude of 1 800 m above sea level in an environment subject to heavy industrial pollution at ambient temperatures of -15°C to 65°C.
- e) The masts shall be designed, approved and certified by an individual who is professionally registered with the Engineering Council as a structural engineer in accordance with SANS 10225 and manufactured from new materials.

### • CONSTRUCTION

- a) The masts shall be 165 mm outside diameter (O.D.) over its entire height (i.e. there shall be no reduction in diameter) and 30m long.
- b) The masts shall have an access slot at a depth of 500 mm below normal ground level, and another access slot at a distance of 1 000 mm from the top of the pole.
- c) The dimensions of both access slots shall be 140 mm (W) × 100 mm (H). The corners of the access slots shall be rounded.
- d) The openings shall be flame-cut, and the bottom cable entry shall be bent in at an angle of 30° from the vertical. The slots shall be well radiused and free of rough edges.
- e) The top of the pole shall be sealed against the ingress of water by means of a welded cap or similar.
- f) A sacrificial corrosion sleeve is required for the protection of the mast.
- g) The masts shall be designed in accordance with SANS 10225 to support luminaires, mass and projected area.
- h) The steel masts, when loaded as detailed above, shall be capable of withstanding a fluctuating wind load in accordance with the requirements of SANS 10225.
- i) Under the conditions detailed in SANS 10225 and those given above, the horizontal and vertical deflections shall not exceed the requirements of SANS 10225.
- j) The design for all earth mount masts shall include sub-surface fins, the purpose of which is to prevent the mast from rotating about its own axis as a result of wind loading exceeding the soil bearing pressure.
- k) Masts may be of any hollow cross section and vertical profile meeting the requirements of the specification SANS 10225.
- l) Each mast shall be fitted with a day-light sensor switch of atleast IP 44.

### • LUMINARIES (LIGHTING)

#### Type A – Flood Lights

The following general requirements shall apply to all floodlights:

- a) The designed lifetime residual flux of the LED's, at tq 25°C, shall not be less than 60 000 hours at 700mA with a lumen depreciation of not more than 10% (L90) and 70% (L70) for 100 000 hours.
- b) The protector shall be made of high impact clear glass that complies with IK 07.
- c) Maximum physical dimensions shall not exceed 900 mm x 350 mm x 200 mm. The weight shall not exceed 12 kg.
- d) Each Luminaire shall be fitted with an integral, factory fitted, low profile, downward facing, day-light switch.
- e) The mounting brackets shall be made of stainless steel. The bracket shall allow for a rotational angle of no less than 160 degrees. The bracket shall be supplied with two 10 mm diameter holes to allow securement to a structure with stainless steel expandable anchor bolts. The bracket shall be secured to the luminaire housing with at least 2 bolts, washers and spring washer in SS304.
- f) The luminaire shall have electronic temperature monitoring. The power supply shall automatically disengage when the luminaire is opened. The lid of the external enclosure shall be secured to the body with no less than two stainless steel clips.
- g) The power supply compartment shall be supplied complete with terminal block and appropriately sized cable glands.

Input voltage range	: 230 VAC (± 5%)
Input voltage frequency	: 50 Hz (± 1%)
Power factor at full load	: ≥ 0.95
Electrical safety class	: Class I
Minimum Electrical surge withstand rating	: 10 kV/10 kA

Housing	: High Pressure, die-cast aluminium
IP rating	: IP66
Day-light sensor	: Yes for Area lighting (unless otherwise specified by site requirements).
	: No for inside lighting
Fusion Bonded Epoxy protected	: Yes, unless pole mounted
Colour	: White

## STANDARD SPECIFICATION FOR ELECTRICAL EQUIPMENT

### 1. INSTALLATION AND TESTS

The Contractor shall supply all information concerning the openings for foundation bolts, placing of steel channels in the floor, special cable requirements, etc., to the Project Manager and Engineer within one month of award of the order. If the information is incorrect or if no information is provided, any remedial work ensuing will be to the account of the Contractor.

The Electrical Contractor shall assist with the positioning of sleeves, cable trenches, manholes, etc., although these materials are provided and installed by others. The Contractor shall ensure that galvanised drawn wires are placed in all sleeves during installation.

The Engineer shall be notified, at least two weeks before despatch, that panels are available for his/her inspection at the Manufacturer's premises. The Engineer also reserves the right to witness any factory test at the Manufacturer's premises.

All circuit breakers, contactors, switches and fuses shall be subject to type tests as called for by the applicable standards. For each circuit breaker, contactor or switch type supplied, the Contractor shall provide copies of type test certificates, giving the results of rupturing capacity tests according to the relevant standards, as carried out by a recognised test centre.

Tests on site shall be the tests specified for each item of plant in the relevant British or other approved Standards and the tests shall be conducted in accordance with the Contract. The Contractor shall provide all equipment and personnel required to carry out the tests, including provision, installation and removal of all test instruments, the connection and disconnection of plant items and obtaining of all records.

The Contractor shall prepare and submit to the Engineer at least two months prior to the commencement of testing, schedules in approved format for each test together with a program for the Tests on Completion. The Engineer will be responsible for overall co-ordination and safety control of tests. The Contractor shall submit one copy of the result of each of the tests at Site to the Engineer within one week of the tests being carried out. Four copies of the certified results of each of the tests at Site in the form of test reports or tests certificates shall be provided to the Engineer within one month of the tests being carried out.

The staff of the Department shall be invited to observe and participate in the Tests on Completion. The tests on completion shall be carried out and passed before the taking over of the Works by the Employer shall consist of three main stages of testing as follows:

- Preliminary tests: tests performed prior to rotation of, energising at normal voltage or admission of normal water pressure to the main or auxiliary plant under tests and including
- Insulation and continuity tests on wiring and cabling
- Checking as appropriate for output, accuracy, repeatability, and correct operation of each individual item of control and auxiliary plant which is of mechanical, electrical or hydraulic operations
- Checking that no loose or foreign material has been left in the plant
- Proving tests including dielectric tests
- Operational tests to progressively prove the correct operation of complete auxiliary systems and of the main plant

It should be noted that inspection and witnessing of tests shall not relieve the Contractor of his responsibility for meeting all the requirements of the Specification. It shall also not prevent any subsequent rejection if such material or equipment is later found to be incorrect or defective.

The Contractor shall be responsible for all tests. However, the Engineer reserves the right to appoint an independent party to conduct any tests required to prove compliance with this Specification. The cost of such tests shall initially be borne by the Department. However, should these tests prove any equipment to not comply with this Specification, all costs to ensure compliance and of any subsequent tests, which the Engineer may require, at his discretion, to prove such compliance, shall be borne by the Contractor.

Earthing resistance shall be measured with a measuring bridge which operates on the Schlumberger or Werner principle. The Contractor shall supply the necessary apparatus and shall demonstrate to the Engineer how the tests are carried out, to ensure that correct procedures will be followed. As a general directive, the earth resistance shall

not exceed 1 ohm for LV earthing.

Earth tests shall be performed at all earth points, i.e. at any apparatus or equipment that is connected to the earthing system. The Contractor shall keep a complete record of all values measured at these points and shall submit it to the Engineer for approval. To verify the records, the Engineer has the right to request the repetition of the measurements, without any charge to the Department.

## 2. CABLES AND TERMINATION

a) Cables shall be supplied and installed which conform to the requirements of SABS 150-1970 and SABS 1507-1990. The minimum size of conductors and shall be:

- Instrumentation and control – 1,5 mm<sup>2</sup>
- Lighting – 2,5 mm<sup>2</sup>
- 1 phase power – 2,5 mm<sup>2</sup>
- 3 phase power – 2,5 mm<sup>2</sup>

b) Cable ends shall be terminated with glands or in cable boxes with the associated accessories such as clamps, shrouds, etc., complying in all respects with the recommendations laid down by the manufacturers of the cables, glands and termination kits employed. No low voltage cable joints will be permitted during initial installation. Jointing of MV cables is similarly prohibited. Any cost implication resulting from this ruling must be allowed for in the tendered rates for cables.

c) Cable glands shall include a neoprene sealing arrangement over the outer sheath of the cable at the point of entry of the cable into the gland. Glands that utilise split compression cones for armouring shall not be permitted. Cable gland shrouds shall be provided in all cases except where cables are made off into gland plates at the base of equipment.

d) All MV cables shall be cross-linked polyethylene cables (XLPE). Cables shall be 3 core, steel wire armoured cables of an approved manufacture and full technical information shall be submitted to the Department. Cables shall be in accordance with the following conditions:

- Specification SABS 1339/1981 Table 5 latest edition
- Number of cores: 3 (Type A)
- Conductor material: Stranded annealed copper
- Conductor insulation: Cross-linked polyethylene (XLPE)
- Bedding: Extruded compound
- Armouring: Galvanised steel wire
- Covering/outer sheath: Extruded black PVC
- Screened: Individually
- Duty: General use
- Earthed or unearthed: Earthed

e) All MV cables shall be terminated by means of heat shrink terminations. Terminations shall be supplied in kit form and shall be clearly marked with the type of cable and voltage grade. The material used shall be resistant to ultra-violet radiation and shall comply with the requirements of VDE 0278.

f) All low voltage cables shall be polyvinyl chloride (PVC) insulated with steel wire armouring and served overall with a final layer of polyvinyl chloride. Cables shall be round with the number of cores specified on the outer sheath and be suitable for general service, as prescribed in SABS 150 and 1507, as amended. The cores shall be made of stranded annealed copper. Cables shall be armouring with single layer steel wire armouring (SWA). One-piece cable clamps, with rear pressure shoes, shall be used to clamp cables.

The low voltage cables shall be:

- 600/1000 volt polyvinyl chloride insulated type suitable for general use
- manufactured in accordance with to the latest revision of SABS 150/1970, and SABS 1507/1990 (as amended)

g) Low voltage cable ends shall be terminated by means of adjustable glands. The glands shall be fitted in accordance with the cable and gland manufacturer's instructions. The correct size and type of gland shall be used for the particular cable and application. The armouring shall be clamped between substantial tapered sections, which form an integral part of the gland. When tightened, these sections shall be secured by lock nuts in order to give a proper earth connection. Each gland shall be fitted with a rubber shroud. The armouring of the cable shall be connected to an earth bar by means of a suitable tinned cable lug.

h) Suitable lugs shall be used, preferably solidly sweated to the cable conductor ends. Lugs may be crimped, using mechanical or pneumatic tools designed for this purpose, on condition that evidence is submitted that the method used complies with the performance requirements of BS 4579, Part I: "COMPRESSION JOINTS IN COPPER". Contact surfaces shall be thoroughly cleaned and smoothed and fixing bolts shall match the whole size of the lug. Cables that are connected to clamp type terminals where the clamping screws are not in direct contact with the conductor need not be lugged but the correct terminal size shall be used. Ferrules shall be used as far as possible where cable conductors are connected directly to equipment with screws against the conductor strands. When

cutting away insulation from cable conductors to fit into lugs, care shall be taken that no strands are left exposed. Under no circumstances may any of the conductor strands be cut away to fit into lugs

i) Glands shall be used for all cables to be terminated outdoors. Neoprene shrouds and suitable heat shrink covers shall be fitted. Where cables enter outdoor boxes, glands shall be provided with neoprene washers in order to seal off the holes.

j) The Contractor shall install cables in such a manner to avoid twisting and to ensure that they are not bent to a radius less than that specified in the regulations. Where cables are run in ceiling voids or vertically, they shall be adequately supported on hot-dipped galvanised cable trays, being fixed to the trays by means of plastic self-locking straps or drawn through saddle supported galvanised conduit. Suitable tinned lugs, terminals and other fittings shall be used to match the different sizes of stranded copper core cables. The correct type of crimping tools shall be used to crimp the lugs, terminals and other fittings onto the copper cores.

k) Cables shall be clamped to racks with cable clamps for vertical runs and strapped to racks with plastic self-locking straps for horizontal runs. The clamps shall be hot dip galvanised and shall be suitable sized to accommodate the different sizes of cables.

## 2.1 Cable Trenching

a) This paragraph describes the procedures for excavating, preparing, marking and closing the following types of trenches:

- Trenches for cables only
- Common trenches shared by pipes and cables

b) The Contractor shall carry out the necessary trench excavation and refill tasks. Trench widths shall be consistent with the working space required. They should not normally be wider than 500 mm. Trench depths to which trenches are excavated shall be more than:

- For MV cables: 1200 mm PLUS 150 mm for sifted soil bedding
- For LV cables: 600 mm PLUS 150 mm for sifted soil bedding

c) Trenches shall be as smooth as possible along the bottom. No sharp rocks shall project up into the trench.

d) The Contractor shall supply and install the cables. After the cables have been installed, a layer of 300 mm approved sifted sand shall be placed on top of the cable by the Contractor. The Contractor shall supervise the backfilling of the trenches and ensure that no stones or rocks are backfilled directly onto the cables. The cost of repairing cables, which have been damaged by rocks backfilled onto cables, shall be claimed from the Contractor.

e) The cable must be adequately supported between short centres during the whole installation operation.

f) Where cables have to be drawn through pipes or ducts, a suitable cable sock shall be used. Particular care shall be exercised to avoid abrasion, elongation or distortion of any kind. Ends of all pipes and ducts shall be sealed with a non-hardening watertight compound after the installation of cables.

g) The Contractor shall ensure that the correct quantities of cable are available, when required. He shall continuously co-ordinate his activities with those of the Department and any other Contractors that may be on site.

h) The Contractor shall be responsible for all trenching unless otherwise specified. The Contractor will take all necessary precautions and provide the necessary warning signs and/or lights to ensure that the public and/or employees on site are not endangered while the trenches are open.

i) Tenderers shall take note that where required, LV cables shall be laid with a minimum distance of 3m away from the centre of the water pipe. The minimum trench depth shall be 1 100 mm.

j) A cable sleeve shall also be provided whenever a cable crosses a water pipe. The cable shall always cross underneath such a water pipe. The Contractor shall leave galvanised draw wires in all unused pipes. The backfill under joints shall be firmly tamped to prevent subsequent setting.

k) After an underground cable has been installed, the length of the cable between the supply point and its termination shall be measured as accurately as possible. This length shall be stencilled or engraved at the cable begin and end terminations. The distance to the first cable marker from each cable begin termination shall also be indicated.

l) Approved cable markers of a standard departmental design, with an aluminium plate inset, shall be installed on the surface along all MV and LV distribution cable routes. Cable markers shall be placed:

- At intervals not exceeding 100 m
- At every change of direction and joint
- Where indicated by the Engineer

Cable markers are also required where cables are installed in underground pipes and ducts.

m) All underground cable shall be identified at all through-joints and at each cable marker by means of a 75 mm wide lead tape which is clamped around the cable. The following type of information shall be punched onto each lead tape: Voltage -- 6,6 kV and Cable size -- 50 mm<sup>2</sup>.

n) After the Contractor has placed the 300 mm compacted selected backfill on top of the cable, the Contractor shall supply and install plastic warning strips which shall be installed at a level 300 mm above the electrical cable. This

warning strip shall have a minimum width of 300 mm and have a bright orange colour with the wording "Danger/Gevaar/Ingozi". The strips shall also bear the skull and crossbones danger sign. The Contractor shall lay this warning strip and adequately secure it in position with regularly spaced quantities of soil. The minimum thickness of the warning strip shall be 800 gauge.

o) An earth wire, consisting of an annealed bare stranded copper conductor which shall be run with any selected cable and be buried in the trench with it. The earth wire shall be fixed to the cable with nylon tape at regular intervals not exceeding 2000 mm.

p) After the cable has been installed in the trench and the initial 300 mm covering has been installed, the installation shall first be inspected and approved by the Main Electrical Contractor before the trenches may be refilled. A trench may not be refilled until the Engineer has inspected the cable and trench. Should the Contractor ignore this requirement, the trench may have to be re-opened, at the cost of the Contractor, to enable the Engineer to carry out an inspection. The Contractor shall ensure that the proper backfilling of the trench is carried out in a way that causes no damage to the cable after backfilling and compaction. The Engineer shall inspect the trench from time to time to ensure that the requirements are fulfilled. The Contractor shall keep a logbook with three copies per page on the site. In this logbook, the Department shall record the inspection details of each part of the cable installation that has been checked after inspection and any subsequent approval.

q) Complete "as installed" drawings of the actual cable work, as it progresses, shall be kept by the Contractor in his site office. Paper drawings showing only the general layout of the area shall be furnished to the Contractor for this purpose. The Contractor shall indicate on these drawings all work completed as well as all the required dimensions. The following information with dimensions shall be indicated on the drawings:

- Actual positions and number of cable ducts installed

- Actual position and sizes of all cables. Where two or more cables are installed adjacent to each other, the correct sequence shall be indicated

- Actual position of all MV joints

- All dimensions taken from easily identifiable fixed points or lines.

r) The Engineer shall regularly inspect and certify the above "as installed", cable drawings. On completion of the installation, the Electrical Contractor shall furnish the Engineer with two complete sets of transparencies, indicating the actual installation. These drawings shall indicate the actual positions of the kiosks, mini-sub, cables, cable joints, cable casings and lights.

s) The Contractor shall ensure that all materials used are subjected to and shall satisfactorily withstand sufficient of the sample tests detailed in the relevant SABS and BS Specifications to prove the individual materials and the completed cable. The records of such tests shall be available to the Engineer for inspection. The Engineer also reserves the right to visit the factory at any stage and demand that any of all the sample tests detailed in the relevant SABS specification be carried out.

## 2.2 Testing

a) All PVC cables shall be subjected to the spark test detailed in SABS 150 during manufacture. All cables shall be tested with the voltage specified in SABS 150 applied between cores, and between conductor and earth. Cables with screened cores shall have the conductor to earth voltage applied between all the conductors connected and all screens connected together. The conductor resistance of each drum length of completed cable shall be measured and shall not be greater than the guaranteed value. The insulation resistance of each core of every drum of completed cable shall be measured and shall not be less than the guaranteed value, corrected for temperature and length. Records of all type and routine test results shall be available for inspection by the Employer's representative at any time.

b) The Engineer reserves the right to appoint a representative to inspect the cables at any stage of manufacture or to be present at any of the tests specified. If witnessed type tests are called for, the type test samples shall be selected according to the procedure laid down by SABS 150. The Contractor shall ascertain whether inspection or witnessed tests are required, and the Contractor shall then give the Engineer not less than seven days' notice of when items will be ready for inspection or witness tests.

## 3. LV EQUIPMENT

### 3.1 Circuit Breakers, Surge Arrestors and Kiosks

All MCCB's shall comply with SABS 156. Mechanically coupled single pole MCCB's shall not be used to build up 2-pole or 3-pole units. When selecting MCCB's, the design current to be used shall not be less than 1,25 times the calculated actual current. The break capacity of each MCCB shall be suitable for the full load specified for the distribution board. When selecting MCCB's the design system voltage to be used shall not be less than 1,10 times the actual or specified system voltage. Tenderers shall in their original tenders, submit catalogue evidence that the MCCB's offered will have an estimated mechanical life of over 12 000 operations for the given duty.

Surge arrestors shall be installed to protect all 400V electrical equipment and all instruments and power cables. For

the 400V protection, the surge arrestor ratings shall be co-ordinated with the surge arrestors used by upstream panels. Surge arrestors shall be connected to the live side of the main incomer breakers to protect the 400 V equipment. There shall be one surge arrestor per phase. These can be placed in the LV compartment of the mini-sub.

Kiosks shall be of totally enclosed, fixed pattern and multitier design and allow for the logical grouping of equipment. They shall have front access to all equipment, busbars, wiring and terminations. All kiosks shall be of watertight design and be made of corrosion resistant materials. All isolators and moulded case circuit breakers (MCCB) shall be flush mounted with only the toggle protruding through the front panel. Contactors shall be mounted behind the front panels. They shall be clearly marked in a way to indicate their functions. Miniature circuit breakers may be installed on mounting rails designed for this purpose and fixed to the framework. All instruments shall be flush mounted. Where instruments are mounted on hinged panels, removable covers made of insulating materials shall cover the backs of these units. These covers shall protect the instrument terminals and prevent accidental contact. All incomers shall be suitable for fault-make and full load-break service. 44

#### **4. EARTHING 4.1 TESTS**

The earthing of all equipment and apparatus shall be carried out strictly in accordance with the requirements of the supply authority and SABS 0142. The contractor shall provide a complete earthing system and connections. The earthing circuits shall consist of copper earthing bars or bare standard conductors connected to the above ground terminals of the buried earth mat. Joints shall not be permitted in any earth continuity conductor or the earthing lead between the points of terminations. The connections to earth continuity conductors shall utilise crimp or cad weld techniques. The installation of the earth continuity conductor or any earthing lead shall be undertaken in such a manner that it is adequately supported along its entire length. Each equipment shall be earthed by means of a stranded bare copper earth wire (BCEW).

All earth conductors shall be PVC insulated. Bare copper earth conductors will be used as trench earths only. All earth conductors inside panels must be terminated individually on the relevant earth bars. Earth conductors in conduit boxes, luminaires, trunking, etc. must be unbroken. Pin lugs or crimped ferrules shall be used where intermediate earth connections are required. Earth conductors shall be lugged and bolted to the earth bars to form a removable connection for testing purposes.

The contractor shall carry out Earth Resistance tests with the main earth conductor DISCONNECTED from the earthing system to prove the earth efficiency. The maximum resistance to earth that will be allowed is 1 ohm. The contractor shall provide the Engineer with a certificate in this regard. When the Earth Resistance test has been successfully completed, the contractor shall connect the main earth conductor to the earthing system. Before the engineer accepts the earthing system, the resistance to earth shall be measured by means of a recognised method. The contractor shall provide the necessary test equipment. The earth tests shall be done at all earth points i.e. at any apparatus or equipment where they are connected to the earthing system.

An earthing survey shall be carried out in the development area. Tests shall be carried out at the positions of all earth electrodes. The result of these tests shall be submitted to the Engineer in writing. These tests shall also include recommendations to obtain the earth resistance described above. A recognised specialist in this field shall carry out the earthing survey. After earth electrodes have been installed the earth resistance shall be tested by a recognised authority and the values shall be documented on test certificates.

Earthing mats shall be included in the civil designs. The whole of the completed installation shall be effectively and efficiently earthed in accordance with the latest edition of SABS 0142 and to the requirements of the local Supply Authority. No part of an earthing mat or connection to it shall be enclosed by a metal pipe or similar structure.

The conductors of the mat shall be made of copper. Where a conductor passes through concrete, it shall be made of solid copper bar or rod with a minimum section of 70 mm<sup>2</sup>. Earthing mats shall be located at a level more than 500 mm below ground level. 45

#### **5. PAINTING OF ELECTRICAL EQUIPMENT**

Metalwork of electrical equipment such as panels, equipment enclosure, sheet steel luminaires, purpose-made boxes, etc. shall be finished with a high-quality paint applied according to the best available method. Baked enamel, electrostatically applied powder coating or similar proven methods shall be used. When tested in accordance with SABS Method 155, all painted metal surfaces shall be corrosion resistant for a period of at least 168 hours. Surface preparation shall comply with SABS 064. Prior to painting, all metal parts shall be thoroughly cleaned of rust, grease, and foreign matter to a continuous metallic finish. Sand or shot blasting or acid pickling and washing shall be employed for this purpose. Care shall be taken, during painting, to ensure that all edges and corners are properly covered.

All steelwork including spot welds, welding runs, etc., shall be given one coat of an approved primer immediately after cleaning. The dry film thickness of the primer coat shall be at least 25 micrometers. The primer coat, zinc chromate primer, shall comply with the requirements of grade 1 of SABS 679, Type 1. Two final coats, high gloss

enamel paint, complying with the requirements of grade 1 of SABS 630, shall be applied. The dry film thickness of each final coat shall be at least 25 micrometers. The total dry film thickness of the paint (primer and final coats) shall be at least 75 micrometers.

The successful contractor shall indicate clearly to the galvaniser, which galvanised steel sections are to be painted. Where galvanised steel has been treated with a passivation coating, the galvanised section shall be wiped with a cloth and water and dried before application of any paint. After cleaning the galvanised sections shall be painted with one coat of calcium plumbate primer according to SABS 912, one coat of an undercoat complying with SABS 681, Type 2 and two final coats with paint complying with the requirements of SABS 630 grade 1.

Aluminium surfaces shall be cleaned and then painted with one coat self-etch primer to SABS 723 and two final coats with paint to SABS 630 grade 1.

For baked enamel all surfaces shall be cleaned and immediately after all surfaces shall be covered by a rust inhibiting, tough, unbroken metal-phosphate film and then thoroughly dried. Within forty-eight (48) hours after phosphating, a passivating layer consisting of a high-quality zinc chromate primer shall be applied, followed by two coats of high-quality alkyd-based enamel. The enamel finish on metal luminaires components shall comply with SABS 783 type III.

Other metal parts e.g. switchboard panels, etc., shall comply with SABS 783 type IV with a minimum paint thickness after painting of 0,06 mm. In coastal areas, the dry film thickness shall be increased to at least 0,1 mm. The paint shall have an impact resistance of 5,65J on cold-rolled steel plate and a scratch resistance of 2 kg.

For powder coating the metal parts shall be pre-heated immediately after cleaning and then covered by a microstructure paint powder applied electrostatically. The paint shall be baked on and shall harden within 10 minutes at a temperature of 190°C. The minimum paint thickness after baking shall be 0,05 mm. The dry film thickness shall be increased in coastal areas. The paint cover shall have an impact resistance of 5,65J on cold-rolled steel plate and scratch resistance of 2 kg. 46

In the case of panels and equipment enclosures, a tin of matching touch-up paint, not smaller than 1 litre, shall be provided.

The colour of MV switchboards enclosures shall be "DARK ADMIRALTY GREY", colour G12 of SABS 1091. The colour of LV switchboards and equipment enclosures shall be "LIGHT ORANGE", colour B26 of SABS 1091 as recommended in SABS 0140, Part II unless specified to the contrary.

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

1. Definitions

The following terms shall be interpreted as indicated:

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

2. Application

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

3. General

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



**4. Standards**

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

**5. Use of contract documents and Information; inspection.**

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

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

**9. Packing**

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

**10. Delivery and documents**

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

**11. Insurance**

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



**12. Transportation**

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

**13. Incidental services**

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts**

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

- 14.1.
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

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

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

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

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

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract amendments**

18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment**

19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.



- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplier's contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. ~~In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.~~
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-dumping and countervailing duties and rights**
- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.



- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,  
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;  
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and  
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices**
- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



**SPECIAL CONDITIONS OF CONTRACT**

**1. AMENDMENT OF CONTRACT**

- 1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

**2. CHANGE OF ADDRESS**

- 2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

**3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION**

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:  
(i) that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk;  
(ii) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the preferential procurement points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.
- 3.21. Should there be a variation in price and such variation is above the order amount, the Department will reserve the right to place a new order.

**4. NEGOTIATIONS**

- 4.1. The Department reserves the right to negotiate with the shortlisted bidder/s prior or post award. The terms and conditions for negotiations will be communicated to the shortlisted bidder/s prior to invitation to negotiations. This will be done to ensure value for money and where the bidder/s price is deemed to be exorbitant, uneconomical or not market related.

**5. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.**

- 5.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 5.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 5.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 5.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/ submit such information.
- 5.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 5.6. Use of correcting fluid is prohibited and may render the response invalid.
- 5.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 5.8. Where practical, prices are made public at the time of opening quotations.
- 5.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
- 5.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfill their obligation.

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

- 6.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.



- 6.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 6.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 6.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.
- 6.5. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.
- 7. SAMPLES**
- 7.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
  - (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
  - (ii) If samples are not collected within three months of close of quote the Institution reserves the right to dispose of them at their discretion.
- 7.2. **Samples must be made available when requested in writing or if stipulated on the document.**
  - (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.
- 8. COMPULSORY SITE INSPECTION / BRIEFING SESSION**
- 8.1. **Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.**

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

(ii) Date: 06 / 02 / 2026 Time: 11 : 00 AM Place: SCM DEPARTMENT

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

- 9. STATEMENT OF SUPPLIES AND SERVICES**
- 9.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.
- 10. SUBMISSION AND COMPLETION OF SBD 6.1**
- 10.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.
- 11. TAX COMPLIANCE REQUIREMENTS**
- 11.1. In the event that the tax compliance status has failed on CSD, it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.
- 11.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.
- 12. TAX INVOICE**
- 12.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
  - (i) the name, address and registration number of the supplier;
  - (ii) the name and address of the recipient;
  - (iii) an individual serialized number and the date upon which the tax invoice
  - (iv) a description and quantity or volume of the goods or services supplied;
  - (v) the official department order number issued to the supplier;
  - (vi) the value of the supply, the amount of tax charged;
  - (vii) the words tax invoice in a prominent place.
- 13. PATENT RIGHTS**
- 13.1. The supplier shall indemnify the KZN Department of Health (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 14. PENALTIES**
- 14.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.



- 14.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
  - 14.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
  - 14.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.
  15. **TERMINATION FOR DEFAULT**
  - 15.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
    - (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
    - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
    - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
  - 15.2. 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.
  - 15.3. 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.
- 
16. **THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

- 1.1. The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.
- 1.4. The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

- 1.5. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

**3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

Where

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

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

**3.2.1. POINTS AWARDED FOR PRICE**

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

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

Where

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



**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
RDP Goal: Full points allocated to promote South African owned enterprises	20	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.3. Name of company/firm: \_\_\_\_\_
- 4.4. Company registration number: \_\_\_\_\_
- 4.5. TYPE OF COMPANY/ FIRM [tick applicable box]
- Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Public Company
  - Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) if the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

\_\_\_\_\_  
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_