



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

## Quotation Advert

**Opening Date:** 03/11/2023

**Closing Date:** 13/11/2023

**Closing Time:** 11:00

### INSTITUTION DETAILS

**Institution Name:** Head Office Quotations

**Province:** KwaZulu-Natal

**Department of entity:** Department of Health

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

**Place where goods/  
service is required:** Infrastructure PMB

**Date Submitted:** 03/11/2023

### ITEM CATEGORY AND DETAILS

**Quotation number:** ZNQ: HOH/1448/24

**Item Category:** Services

**Item Description:** Supply, deliver, install & commission 20kVA Canopy Type Outdoor Generator at Mpfana Clinic

**Quantity (if supplies):** 1EB or higher

### COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Compulsory Site Meeting

**Date:** 09/11/2023

**Time:** 10:00

**Venue:** Mpfana Clinic, 38 Lawrence Road, Mooi River

**QUOTES CAN BE COLLECTED FROM:** 310 Jabu Ndlovu Street, PMB. SCM Offices

**QUOTES SHOULD BE DELIVERED TO:** 310 Jabu Ndlovu Street, PMB. SCM Offices

### ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

**Name:** Tyrone Ashby

**Email:** tyrone.ashby@kznhelath.gov.za

**Contact number:** 033-8158338

PP

**Finance Manager Name:** Mrs EN.Maphumulo **Finance Manager Signature** \_\_\_\_\_



**OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01**

QUOTE NUMBER: ZNQ / HOH / 1448 / 24 -

DESCRIPTION: Supply, deliver, install & commission 20kVA Canopy Type Outdoor Generator at Mpofana Clinic

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

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTURE	PRICE	
						R	C
	1	Unit	Supply, deliver, install & commission 20kVA Canopy Type Outdoor Generator at Mpofana Clinic				
			NB: Specifications & BOQ attached				
			CIDB: 1EB or higher				
			COMPULSORY SITE BRIEFING: 09 November 2023 @ 10:00 Venue: Mpofana Clinic, 38 Lawrence Road, Mooi River				
			All information to be verified on CSD				
			Responses may be emailed to: Quotations.scnho@kznhealth.gov.za or hand delivered to: 310 Jabu Ndlovu Str. Pietermaritzburg, 3201				
			VALUE ADDED TAX @ 15% (Only if VAT Vendor)				
			TOTAL QUOTATION PRICE (VALIDITY PERIOD 90 Days)				

DOES THIS OFFER COMPLY WITH THE SPECIFICATION? YES / NO

IS THE PRICE FIRM? YES / NO

DOES THE ARTICLE CONFORM TO THE S.A.N.S. / S.A.B.S. SPECIFICATION? YES / NO

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

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

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

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

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

**BIDDER'S DISCLOSURE**

**1 PURPOSE OF THE FORM**

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

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

**2 BIDDER'S DECLARATION**

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES / NO**

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

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

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

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

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

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

**3 DECLARATION**

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

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

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

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

NAME OF BIDDER	SIGNATURE	POSITION	DATE

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

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

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

**1 Definitions**

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "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 supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22 Penalties**
- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23 Termination for default**
- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24 Anti-dumping and countervailing duties and rights**
- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25 Force Majeure**
- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26 Termination for insolvency**
- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27 Settlement of Disputes**
- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.





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



**SPECIAL CONDITIONS OF CONTRACT**

**1. AMENDMENT OF CONTRACT**

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

**2. CHANGE OF ADDRESS**

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

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

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:  
(i) that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk;  
(ii) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

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

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

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

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

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

**6. SAMPLES**

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

- (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
- (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.

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

If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All

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

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

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

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

(ii) Date: 09 / 11 / 2023 Time: 10 : 00 Place: Mpofana ClinicMooi River

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

**8. STATEMENT OF SUPPLIES AND SERVICES**

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

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

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

**10. TAX COMPLIANCE REQUIREMENTS**

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

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

**11. TAX INVOICE**

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

- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice
- (iv) a description and quantity or volume of the goods or services supplied;
- (v) the official department order number issued to the supplier;
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words tax invoice in a prominent place.

**12. PATENT RIGHTS**

12.1. The supplier shall indemnify the KZN Department of Health (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**13. PENALTIES**

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

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

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

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



**14. TERMINATION FOR DEFAULT**

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



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

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

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

1. GENERAL CONDITIONS

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

1.4. The maximum points for this tender are allocated as follows:

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

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

4. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where  
 Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where  
 Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender



**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Race – Full/partial/ combination of points allocated to companies at least 51% Owned by Black People	20	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

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

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

Private Bag X9051, Pietermaritzburg, 3200  
35 Hyslop Road, Townhill Office Park, Pietermaritzburg, 3201  
Tel: 033 940 2518

Infrastructure Development

## **DEPARTMENT OF HEALTH**

### **PROVINCE OF KWAZULU-NATAL**

**FACILITY NAME: MPOFANA CLINIC**

**PROJECT DESCRIPTION: SUPPLY, INSTALLATION AND COMMISSIONING A 20kVA  
CANOPY TYPE OUTDOOR GENERATOR WITH ALL ASSOCIATED ANCILLARIES**

**REQUIRED CIDB GRADING: 1 EB or above**

#### **QUOTATION DOCUMENT**

#### **DEPARTMENT OF HEALTH**

**Project Leader: Siboniso Dlamini**  
**Telephone No: 033 940 2609**  
**Cellphone: 083 408 4933**  
**Email: siboniso.dlamini@kznhealth.gov.za**

## PART ONE - INVITATION TO QUOTE AND QUOTATION CONDITIONS

### ATTENTION:

Dear Sir/Madam

**DEPARTMENT OF HEALTH: QUOTATION:  
MPUNGAMHLOPHE CLINIC: SUPPLY AND INSTALL A 20 KVA CANOPY TYPE OUTDOOR  
GENERATOR WITH ALL ASSOCIATED ANCILLARIES**

1. On behalf of the Province of KwaZulu-Natal Department of Health, we hereby invite you to quote for the above service, in accordance with the terms and conditions stipulated on this document.
2. **Please note that the quotation must be deposited in a sealed envelope endorsed with the Tenderer's name, the Contact Number and the Due Date, in the bid box situated at Supply Chain Management, Old Boys School, 310 Jabu Ndlovu, Pietermaritzburg, 3201 on or before the date stipulated on the advert.**
  - 2.1 The use of correcting fluid, e.g. "Tippex" etc. will lead to the automatic disqualification of the Quotation.
  - 2.2 Only the original document duly signed and completed in its entirety, will be given consideration.
  - 2.3 Labour hours, kilometres, nights out shall be included as part of material and equipment quoted for. Material and Equipment prices shall be firm for ninety (90) days from date of quotation.
  - 2.4 Only additions or omissions arising from written authorised variations, or documented delays caused by circumstances beyond the contractor's control will be accepted as a valid variation in cost.
3. **THE QUOTATION SHALL BE FULLY DETAILED AND INCLUDE THE FOLLOWING IN THE BOQ:**
  - 3.1 Subtotal
  - 3.2 15% VAT and Grand Total.
4. Kindly complete the attached document and return all pages as per paragraph above.



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The Contractor is required to check these documents and drawings and the number of pages listed above which together form the Contract Agreement document. The Contractor shall satisfy himself that this document is complete in accordance with the above schedule and if any pages or drawings are found to be missing, or duplicated, shall immediately request the Engineer to rectify the discrepancy. No liability will be admitted by the Employer in respect of errors in the Contractors quote due to the foregoing.

**PART TWO (A) - SCHEDULE OF RETURNABLES**

<b>Returnable</b>	<b>Returned (Yes/No) – to be filled in by contractor</b>
Proof required grading: 1 EB or above	
Copy of trade test for electrician	
Curriculum Vitae for the trade tested electrician-demonstrating experience in the installation of generators.	
Proof of wireman's licence certification	
Proof of experience on installation of generators. At least 2 appointment letters/orders accompanied by completion certificates.  <b>NB: These must not be older than 3 years.</b>	
Correctly filled specification / schedule of rates with calculations tallying	
Health and Safety NQF level 6 qualification minimum and registration with SACPMP as Health and Safety Practitioner with minimum post registration experience of 2 years.	
Annexure B fully completed	

**Failure to submit the required returnables under PART TWO (A) will disqualify the service provider.**

### **PART THREE - CONDITIONS OF CONTRACT**

These Works shall be carried out in accordance with the Terms and Conditions as specified in this document regarding installation.

## **PART FOUR - TECHNICAL SPECIFICATION**

- 4.1 All electrical work is to be carried out in accordance with the Department of Health Standard Specification for the Electrical Equipment and Installation for Electrical Services.
- 4.2 All low voltage switchgear and control gear assemblies are to comply to SABS 1473 Part 1 - 1989 / IEC 439 - 1 1985, SANS 10142 and all applicable SANS standards.
- 4.3 The Contractor should fully familiarise himself with these documents prior to quoting.
- 4.4 An Electrical Certificate of Compliance, in accordance with the OHS Act, will be required for all Electrical Works.

### **GENERAL**

- 4.5 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.

### **GENERATOR SPECIFICATION**

- 4.1 See/refer to Annexure A and Annexure B.

### **DESIGN CRITERIA**

- 4.2 Generators will be as per the KZN Department of Health Standard Specifications for Outdoor Canopy Sets. (Copy attached as Annexure "A"). The following are the main important requirements.
  - Outdoor canopy type generators to be utilised.
  - Self bunded diesel fuel tank incorporated into the generator base suitable to operate for 72 hours at full load, minimum 500 litres.
  - Automatic start-up in the event of a ESKOM/Municipal power failure/outage.
  - Prospective Contractor to comply with the DoH specification in its entirety.
  - The use of only local manufacturer's/suppliers of generators that carry readily available spares shall be used by the prospective Contractor.

All associated electrical work, as well as the construction of concrete plinths will form part of the works.

## COMPLETION ASPECT- REPORT AND AS BUILT DRAWINGS TO BE PRODUCED

- Check quality of work by Contractor to ensure compliance to DOH and Legislated Standards.
- Provide As Built Drawings of reticulation installed on site (Only works done by contractor)
- Provide all necessary documentation pertaining to quality checks done.
- Check and certify Quantities of materials installed.
- Submit a draft final account for Approval by the Client.

The Official site hand certificate will only be issued upon the receipt of the above documentation.

A one (1) year maintenance contract will be entered into with the service provider once the construction phase is completed.

The new generator set shall to be installed on a steel reinforced concrete plinth of sufficient MPa strength. Bund walls are not required as self-bunded tanks are specified.

## **PART FIVE - PARTICULAR SPECIFICATION**

### **5. PARTICULAR SPECIFICATION**

#### **5.1. GENERAL REQUIREMENTS**

Tenderers are to make special note of the following:

The whole installation shall be in accordance with the Occupational Health and Safety Act 85 of 1993 and all regulations framed therein shall be carried out to the satisfaction of the Department of Health.

Competent workmen skilled in their trade shall carry out all work. Quality shall be of the best standard practice and all workmanship will be subject to the approval of the Department of Health.

The work shall at all times, for the duration of the contract, be carried out under the supervision of a skilled and competent representative of the Contractor, who will be able and authorized to receive and carry out instructions on behalf of the Contractor. A sufficient number of workmen shall be employed at all times to ensure satisfactory progress of the work.

All apparatus, component parts, fittings and materials employed in the execution of the Contract shall be new and unused and shall be the latest type or pattern of the particular manufacture employed. S.A.B.S. mark bearing items shall be used wherever possible.

The complete installation must be guaranteed against defective parts and workmanship for a period of twelve months after the date of issue of the Completion Certificate. This period shall run concurrently with the maintenance period.

Rates are to include for commissioning and testing of the complete installation and handing over in working order ready for use.

Tenderers are advised to visit the site and acquaint themselves fully with the site conditions and nature and full extent of work involved prior to submitting their tender. Claims on the grounds of insufficient information in such respects or otherwise will not be entertained by the Administration.

The Administration reserves the right to make emergency repairs to keep the equipment in operation without voiding the Contractor's Guarantee, nor relieving the Contractor of his responsibility during the guarantee period when, after proper notice, the Contractor fails to attend to such emergency repairs. All costs incurred by the Administration under these circumstances will be for the account of the Contractor.

## **5.2. INTRODUCTION**

The works cover the supply, installation, testing and commissioning of standby generator sets as outlined in this document.

## **5.3. THE SITE**

The site is Mpofana Clinic in uMgungundlovu Health District.

## **5.4. SCOPE OF WORKS**

This specification calls for:

- Supply and installation of a single-phase 20kVA generator.
- Supply and installation of all required cabling and cable trays.
- Supply and installation of a new distribution board.
- Supply and installation/construction of a plinth.
- Service the generator twice after works completion.

## **5.5. PROGRAM OF WORKS**

A program shall be submitted prior to the commencement of any work.

## **5.6. DESCRIPTION OF WORK**

The work is mainly supplying and delivery of the diesel tank with a bit of construction work wherein a plinth will be constructed as per the tanks works.

## **5.7. TESTING AND COMMISSIONING**

All installation shall be tested and commissioned.

## **PART SIX - SCHEDULE OF RATES**

### **6.1. 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 quoting as to the correctness and sufficiency of his quote for the contract and of the rates and prices stated in the Schedule of Rates.

### **6.2. TAX AND DUTIES**

Prices, quoted 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).

### **6.3. 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.



## PART SEVEN - BILL OF QUANTITIES

### SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF 20kVA CANOPY TYPE OUTDOOR GENERATOR WITH ALL ASSOCIATED ANCILLARIES AT MPOFANA CLINIC.

**NOTE:**

All rates for items contained in this Schedule of Prices must be computed excluding the applicable Value Added Tax but include labour, material, mark-up, overheads, transport costs, etc. The Administration reserves the right to Negotiate prices in the quotation. The work has to be approved by Engineer before processing the payment.

**BILLS OF QUANTITIES**

ITEM	DESCRIPTION	UNIT	QUANT.	RATE	AMOUNT
	<p><b>NOTE:</b> The Quantities measured in the Bill are subject to re-measurement at completion of the works. Tenderers are to familiarise themselves thoroughly with the Specification No deviations from the specification will be allowed.</p>				
<b>1</b>	<b>GENERATOR</b>				
	<b>SUPPLY AND INSTALLATION</b> (Installation rates measured elsewhere)				
1.1	<b>Supply and install a 20kVA, 230V, Single Phase Canopy Type Generator, as specified</b> (Complete with 72hr Self Bunded Fuel Tank, plus all other requirements as per DOH specification – Annexure A), with extra over for soundproofing of Canopy, transportation, labour, mark-up, etc. This includes the ATS.	No.	1		
1.2	Supply, install and commission DSE WebNet DSE7320 MKII Gateway complete with 1 x GPS antenna and 1 x GSM Antenna installed in sets above.	No.	1		
1.3	Supply and install suitable concrete plinth for Generator (include for all excavation compaction etc.) – <b>to be submitted for approval prior to construction.</b>	No.	1		
1.4	Data to be valid for the entire duration of the one year warranty period of 12 months	No.	1		
<b>2</b>	<b>CABLE TRENCHING</b>				
2.1	Excavation in earth (0.6m deep x 0.3m wide x 100m long) for cable in soft earth. Trenches including risk of collapse of excavations, keeping excavations free from water, setting aside excavated material and later refilling of trenches <b>TRENCH BEDDING</b>	m <sup>3</sup>	18		
2.2	Provide Trench Bedding and suitable compaction (0.2m deep x 0.3m wide x 100m long)	m <sup>3</sup>	6		
<b>SUBTOTAL CARRIED FORWARD (excl. VAT)</b>					
ITEM	DESCRIPTION	UNIT	QUANT.	RATE	AMOUNT

	<b><u>BACKFILLING</u></b>				
2.3	Backfill and compact soil in trench (0.4m deep x 0.3m x 100m long) and level ground.	m <sup>3</sup>	12		
3	<b><u>ELECTRICAL CABLES, CABLE TERMINATIONS, CABLE JOINTS, DB, TRENCHING LAYING CABLE</u></b>				
3.1	Supply and install 16mm <sup>2</sup> x 3 core PVC.SWA.ECC.PVC cable - buried in ground and part in cable tray	m	30		
	<b><u>CABLE TRAY</u></b>				
3.5	Galvanised light duty cable trays, including short lengths and fixed to walls	m	30		
	<b><u>CHASING THROUGH CONCRETE</u></b>				
3.6	Cut concrete of 0.15m wide x 0.3m deep x 15m long	m <sup>3</sup>	0.675		
3.7	Pour in concrete of strength similar to existing to cover the laid in cable sleeve and float to match existing surface	m <sup>3</sup>	0.5325		
	<b><u>DISTRIBUTION BOARD</u></b>				
3.8	Supply and install a 26 way flush mounted, powder coated steel galvanised distribution board, painted in red for essential supply, inclusive of labelling as per the Department's Electrical Policy – 2013 using ivorene labels, including bus bars, etc. Dimensions: 380mm in height x 685mm in width x 120mm in depth. The DB shall be on DIN Rail type. Make good around the DB. The following CBs must be installed and mounted on the DB (all CBs to be rated at 10kA SCC): <ul style="list-style-type: none"> <li>- Main Switch: 63A DP (Use existing 63A DP breaker)</li> <li>- New 10A x 3 SP for lights</li> <li>- New 20A SP for geyser</li> <li>- New 63A E/L unit for SOs</li> <li>- New 40A for fridges</li> <li>- 25A SP for AC 1 and AC 2 (Use existing)</li> <li>- 20A SP for SOs (Use existing SP breaker)</li> <li>- Use existing kWh meter</li> <li>- Use existing SPDs</li> <li>- 2 x 20A SP CBs</li> <li>- 2 x 40A DP CBs</li> </ul>	Item	1		
<b>SUBTOTAL CARRIED FORWARD (excl. VAT)</b>					
ITEM	DESCRIPTION	UNIT	QUANT.	RATE	AMOUNT
	<b><u>CABLE TERMINATIONS</u></b>				
3.9	Supply and install 16mm <sup>2</sup> x 3 core PVC.SWA.ECC.PVC cable termination	Item	8		

	<b><u>RATE ONLY</u></b>			
3.10	Supply and install 25mm <sup>2</sup> x 3 core PVC.SWA.ECC.PVC cable	m	1	
3.11	Supply and install 25mm <sup>2</sup> x 3 core PVC.SWA.ECC.PVC cable terminations	No.	1	
3.12	Supply and install 25mm <sup>2</sup> x 3 core PVC.SWA.ECC.PVC cable joint	No.	1	
	<b><u>KIOSKS</u></b>			
3.13	Supply and install steel powder coated kiosk segregated into essential and non-essential, complete with Plinth and fitted with 1 x 100A 2P isolator 1 x 100A 2P Circuit Breaker	No.	1	
	<b><u>MAINTENANCE AND SERVICING</u></b>			
3.14	Service the generator and clean diesel tank during the 12 month guarantee period (2 services and 2 diesel tank cleaning at 6 month intervals)	Item	1	
	Major service – as per OEM recommendations	Item	1	
	Minor service – as per OEM recommendations			
	<b><u>TESTING AND COMMISSIONING</u></b>			
3.15	Provide Completion Documentation files x 3 with manuals, 3 set of keys, panel key, completion certificates, HA1 locks to canopy set and kiosk and supply HA1 keys etc.	Item	1	
3.16	Test, commission and provide Certificates of Compliance for the installation	Item	1	
	<b><u>FUEL</u></b>			
3.17	Provide full tank at commissioning	Item	1	
<b>SUBTOTAL CARRIED FORWARD (excl. VAT)</b>				

## BILL OF QUANTITIES

### PREAMBLE TO THE BILL OF QUANTITIES

1. All prices shall be quoted in the currency of the Republic of South Africa and will be held to be firm. Only where exchange rates have been stated in the quotation document, as at two weeks (14 days) prior to closing date of this quotation, will such exchange rate fluctuation be taken into account in the variation of the cost of the imported items/equipment.
2. The Tenderer shall enter a price against each item in the schedule of prices. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost of such item shall be regarded as being covered by other prices in the schedule of prices.
3. **The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.**
4. The prices quoted for the supply of plant and equipment shall include for all handling, loading, transporting and off-loading required for the delivery of the plant and equipment to the site, including in the case of off-site storage for double handling at the store.
5. The prices quoted for erection and installation shall include for all handling, loading, transporting and off-loading, to take plant and equipment to place on site where required, erection, installation, painting, commissioning, operating, testing, adjusting, handing over in proper working order and guarantee for a period of 12 months, all as specified.
6. The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Summary of Schedule of Prices for the purpose of VAT.
7. The Schedule of Prices shall be completed and signed in **black ink**. Corrections must be done by deleting, re-writing and initialling next to the amendment.
8. Electrical and Mechanical work is not measured according to the Standard Procedures of Building Work.

## TENDER/QUOTATION EVALUATION CRITERIA AND SCORING

The minimum scoring points required for the bidder to be considered responsive is 80 points.

Evaluation Criteria	Deliverables	Points	Sub-Points	Sub-Criteria	Sub-Points Scoring
1. Financial Standing	The submission of all financial requirements stipulated in the quotation	40	40	Stamped letter from the bank confirming availability of working capital not later than three months before tender closed.	30
					<p>Proof of working capital equal to or greater than 25% of the tender value or</p> <p>Available bank credit in the form of a stamped letter from the bank or Bank Code Report A, B or C. The credit equal to or greater than 25% of the tender value</p>
2. Competency, Experience and Resource Capacity	Bidder/Tenderer to demonstrate their technical competency & relevant experience	30	30	Detailed schedule of experience	0
					<p>No Submission of Proof of working capital less than 25% of the tender value or available bank credit in the form of a stamped letter from the bank.</p> <p>Contractor to provide references in the form of completion certificates/ letters of recommendation (current).</p> <p>At least 3 appointment letters/orders accompanied by 3 completion certificates of the same work. (30 points). In the past 5 years.</p> <p>At least 2 appointment letters/orders accompanied by 2 completion certificates of the same work. (20 points). In the past 5 years.</p> <p>At least 1 appointment letters/orders accompanied by 1-completion certificates of the same work. (10 points). In the past 5 years.</p> <p>No submission or less than five completion certificates/letter of recommendation.</p>
3. CIDB & DOL/ECB	Submit a proof of CIDB registration Submit a proof of Company registration with ECB or DOL as an Electrical Contractor	10	5	Submission of a proof of CIDB registration	5
					<p>Submission of a proof of CIDB registration (1 EB) or above</p>
					5
					0
					No submission

Evaluation Criteria	Deliverables	Points	Sub-Points	Sub-Criteria	Sub-Points Scoring	Evaluation Criteria
<b>4. Bidder's/Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project</b>	Submits a detailed project organogram that sets out the roles and responsibilities of each proposed team member, which is backed up by their curriculum vitae that demonstrate extensive experience, together with a project implementation structure shall be allocated maximum sub-points.	20	10	Submission of a detailed organogram	10	Submission of a detailed project organogram showing all project resources including key technical resources. The organogram must indicate the roles and responsibilities of each key project team members that will be allocated to this project.
			10	Detailed CV of each key project resources have more than (5) years' experience.	0	No submission or inadequate information.
			10		10	<b>Key technical resources:</b> Electrician with trade test on the project organogram has a minimum of 3 years' experience in installation of generator (Attach CVs) ( 5 points)  Electrician with wireman's licence on the project organogram has a minimum of 3 years' experience in installation of generator (Attach CVs) ( 5 points)
			0		0	Key technical resources: Diesel Mechanic/Electrician with trade test on the project organogram has less than 5 years' experience in generator servicing and repair

## **ANNEXURE A – GENERATOR TECHNICAL SPECIFICATION**

**1. GENERAL: CANOPY TYPE STANDBY GENERATOR**

The **Canopy Type** stand-alone standby generator set herein specified is to be installed at ..... The ambient temperatures are 40°C maximum and 10°C minimum and .....m above sea level.

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

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

**When pricing this document, allowance must be made for the installation to be carried out after hours and / or over a weekend at a time suitable to the KZN Department of Health's institution. Prior to any shutdown it should be agreed with the Health Institution whether any temporary standby plant is required. Apart from this, downtime must be kept to a minimum and once an installation starts, it must be completed and commissioned without any interruptions. The Tenderer must provide documented proof that they have the staff and capacity to carry out this type of installation.**

**2. SCOPE OF CONTRACT**

The contract comprises the design, manufacture, assembly, delivery to site, off-loading at site, installation, testing, commissioning and handing over in first class working order of a complete Canopy type standby diesel generating set and all ancillary equipment necessary to comply with the requirements of this specification. The plant generally shall comprise a diesel engine coupled to an alternator mounted on a common base, a set of starting batteries, automatic charging unit, interconnecting cables, a control panel housing the generator M.C.C.B. and all necessary switchgear, including the change over equipment and on-load bypass switch, together with a fuel system, capable of running the set for 72 hours at full load. The set and bulk tank shall be positioned underneath the generator and be self-bunded.

**3. CANOPY & PLANT LOCATION**

The set shall be a canopy type unit. The weather proof canopy shall be manufactured from galvanized sheet for inland locations and 3CR12 for coastal locations. It shall fit onto the sets base frame, making the entire unit self-contained. Lockable hinged doors (container type system with a robust locking facility required) shall allow access for maintenance purposes and louvres complete with vermin proofing shall be installed at both ends. The louvres shall be sized to suit the sets cooling and combustion air flow requirements. The canopy shall be painted with an etching primer, then finished with two coats of enamel paint.

The bunded slabs for both the generator set and bulk tank (where applicable and if required) forms part of this contract and drawings shall be provided to the engineer for approval, prior to construction taking place.

The standby diesel generating set shall to be located as indicated.





**Figure 1: Generator Position in Red**

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

#### **4. PLANT DUTIES**

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

#### **5. SYSTEM**

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

#### **6. RATING**

**Note: The unit shall be capable of delivering 40kVA at 0.8 power factor.  
The unit shall deliver 60% initial load + - 15 sec after start up and the balance of load 40% shall be delivered after a further 10 sec.**

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

The generator set shall be capable of delivering the specified output continuously under the site conditions without overheating. The engine shall be capable of delivering an output of 110% of the specified output for one hour in any period of 12 hours consecutive running in accordance with BS5514.

## 7. DIESEL ENGINE

### 7.1. Type

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

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

### 7.2. Cooling System

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

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

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

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

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

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

### 7.3. Speed

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

### 7.4. Fuel

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

### 7.5. Rating

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

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

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

## 7.6. Governor

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

## 7.7. Fuel System

The complete system including bulk and base tank shall be sized to allow the set to run for 72 hours at full load.

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

- **Base tank capacity.**
- **Bulk tank capacity (if applicable).**
- **Full load litres per hour consumption.**

### 7.7.1 Base tank

**Normally for generators rated up to and including 200 kVA:**

The fuel tank shall be an integral part of the base frame of the generator set. The base tank shall have sufficient capacity to run the engine on full load for a minimum period of 72 hours.

**Generators rated above 200 kVA:**

Should this not be possible, a combination of a “base” “day” tank and “bulk” tank, will be required to meet the 72 hour (at full load) running time period.

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

The **base** tank shall be fitted with a suitable filter, **breather pipe, visual gauge, removable inspection cover, drain, filler cap, low level and extra low shutdown alarm sensors.** These shall supply an audible and visible signal on the control panel.

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

The set shall also be supplied with a hand operated “wing pump” and a suitable length of oil resistant hose, suitable for filling it from containers. The hose shall be of the “push lock” type and shall be sufficient in length to extend 5 meters outside of the canopy door.

The fuel tank shall be an integral part of the base frame of the generator set. The tank shall have sufficient capacity to run the engine on full load for a minimum period of 12 hours.

### 7.7.2 Bulk Tank (if the base tank cannot meet the required volume)

**The bulk fuel tank shall consist of an ISO 9001 quality containerised double**

walled tank mounted on a steel reinforced concrete plinth of suitable MPa strength to carry the weight of a fully fuelled bulk tank and canopy type generator. The size and configuration of the bulk tank shall be matched to the size of generator to enable the generator to run continuously for a minimum period of 60 hours on full load.

In the event of the standard bulk tank size being in between the required volume, the next largest size must be supplied

The composite bulk tank together with all interconnecting supply and return pipes, low level alarm, **visual** fuel level indicators, lockable shut off valves, breather and an automatic filling system shall be provided. The bulk tank shall be positioned as shown on drawing No. NOT APPLICABLE

The automatic filling of the base tank, from the bulk tank, shall be controlled by level switches mounted in the base tank. These switches shall start and stop the electric self-priming pump, or solenoid valve system.

**Manually operated filling of the base tank from the bulk tank shall be by way of a spring loaded push button switch that shall switch off the pump if the push button switch is released by the operator.**

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

**The construction of the reinforced concrete plinth and other minor civil work shall form part of this contract.**

7.8. Lubricating

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

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

7.9. Cylinder Liners

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

7.10. Air Cleaners

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

7.11. Exhaust System

The engine shall be fitted with an efficient 3CR12 exhaust system for inland areas (>50 km's from the coast) or Grade 304 stainless steel in coastal areas. Flexible bellows shall be fitted between the exhaust outlet and the silencer. The flexible piping must on no account be used to form a bend or compensate for misalignment. The silencer shall

be located within, or on top of the canopy. The silencer shall be of the highly efficient type suitable for use in residential areas and shall be capable of providing 20 to 30 decibels of suppression.

The silencer and discharge piping shall be suitably supported.

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

The end of the exhaust shall be cut to a 45 degree angle, in order to prevent rain ingress and mesh shall be welded into the end to prevent birds or rodents from entering the pipe.

#### 7.12. Flywheel

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

#### 7.13. Engine Starting

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

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

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

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

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

A battery charging unit of the trickle charge type shall be provided to maintain the batteries at full capacity when the set is at rest. The charging equipment shall be connected so that the battery is normally charged from the mains, but is also charged under mains failure conditions from the diesel generating plant and if required via an inhibitor relay to prevent dual charging. The unit shall be complete with voltmeter, push button test, D.C. and A.C. protective gear. The charging unit shall be incorporated in the diesel generator control cabinet.

#### 7.14. Engine Instruments

As per the Deep Sea 7320 Controller.

#### 7.15. Safety Controls

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

#### 7.16. Engine/Alternator Coupling and Base

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

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

The base frame shall incorporate the canopy mounting arrangement.

### 8. **RADIATOR EXTRACT DUCTING**

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

### 9. **A.C. GENERATOR**

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

#### 9.1. Rating

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

**Note: The unit shall be capable of delivering 20kVA at 0.8 power factor. The unit shall deliver 60% initial load + - 15 sec after start up and the balance of load 40% shall be delivered after a further 10 sec.**

#### 9.2. Construction and Manufacture

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

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

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

#### 9.3. Performance

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

9.4. Wave Form

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

9.5. Voltage Regulation and Response

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

The voltage regulation shall not exceed  $\pm 2\frac{1}{2}\%$ , from no load to full load, including cold to hot variations at any power factor between 0.8 lagging and unity and inclusive of speed variations within the limits stated in Clause 7.6.

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

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

9.6. Windings

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

9.7. Terminal Box

The terminal box shall be fitted to suit the cable route and it shall be large enough to allow for glanding and connecting the cables specified in Clause 12.2.

9.8. Radio and T.V. Interference

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

**10. DIESEL GENERATOR CONTROL PANEL**

10.1. Type and Construction

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

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

It shall be of folded 1,6 mm thick cold rolled sheet steel construction, suitable for front entry through hinged doors. Internal chassis plates, circuit breaker pans and gland

plates shall be provided. Special attention shall be given to vermin proofing and dust sealing.

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

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

## 10.2 Bus-Bars, Wiring, Switchgear, etc.

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

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

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

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

## 11. CONTROL PANEL

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

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

### 11.3 Changeover Board and Bypass Switch

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

#### 11.3.2 **If over 150kVA**

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

#### 11.3.3 **If under 150kVA**

1 x Set of Four Pole suitably rated contactors with electrical and mechanical interlocking arrangements to the approval of the Department.



- 11.3.4 **If over 150kVA**  
1 x On load hand operated by pass switch (Minimum rating of 630amps) of the isolator type with three operating positions labelled "NORMAL", "OFF" and "BYPASS" to enable the changeover equipment and control circuitry to be by passed for maintenance purposes. The units are to be Socomec, ABB or other approved **prior to the close of the Tender.**
- 11.3.5 **If under 150kVA**  
No by-pass switch required.
- 11.3.6 3 x Open ring CT's suitably scaled.
- 11.3.7 1 x Open ring VT
- 11.3.8 Load, neutral and earth bus-bars.
- 11.3.9 **Control Section**
- a) Automatic constant voltage battery charger.
  - b) Electronic governor control (if required and not an electronic engine).
  - c) Control C/B for instruments.
  - d) Control relays for change over contacts.
  - e) 12 / 24 Volt fuel relays.
  - f) Terminal strips.
- 11.3.10 **Door Mounted Components**
- NOTE: While the controller incorporates some of this equipment, the specified items as detailed below are STILL REQUIRED and shall be mounted on the door.**
- a) 1 x Deep Sea DSE 7320 Generator Controller
  - b) 3 x Flush mounted M.D.I. 96 x 96mm dial ammeters suitably scaled
  - c) 1 x Flush mounted 96 x 96 mm dial voltmeter, 0 - 500VAC.
  - d) 1 x Flush mounted voltmeter selector switch with off, phase to phase and phase to neutral positions.
  - e) 1 x Flush mounted running hour meter.
  - f) 1 x Emergency stop push button - "Latching type".
  - g) 1 x Engine alternator charge indication.

#### 11.4 **Control Equipment Requirement**

Control systems may not consist of the electromagnetic relay type. **Only the Deep Sea DSE 7320** or equivalent (Subject to approval by DoH **prior to the closure of the Tender**) solid state programmable systems will be accepted.

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

### **SPECIFICATION FOR CONTROLLER**

#### **FRONT PANEL INDICATORS AND DISPLAYED MESSAGES**

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

<b>CONDITION</b>	<b>LCD</b>	<b>DISPLAY MESSAGE</b>	<b>WARNING</b>	<b>SHUTDOWN</b>
HIGH ENGINE TEMPERATURE		X		X
LOW OIL PRESSURE		X		X
OVER SPEED		X		X
UNDER SPEED		X		X
LOW FUEL AT 30% OF CAPACITY	X	X	X	
NO FUEL AT 10% OF CAPACITY	X	X		X
LOW BULK TANK		X	X	
LOW WATER		X		X
START FAILS AFTER 3 CRANKS AT 10 SECOND INTERVALS.	X	X		X
EMERGENCY STOP	X	X		X
SHUTDOWN / CRITICAL	X	X		X
MAINS PHASE ROTATION FAULT		X		X
HIGH MAINS VOLTS		X		X
LOW MAINS VOLTS		X		X
MAINS ON	X	X		
MAINS ON LOAD	X	X		
ALTERNATOR ON	X	X		
ALTERNATOR ON LOAD	X	X		
ALTERNATOR PHASE ROTATION		X		X
HIGH ALTERNATOR VOLTS		X		X
LOW ALTERNATOR VOLTS		X		X
BATTERY VOLTS FAULT		X	X	
ALTERNATOR CHARGE FAULT		X	X	
AUTO	X			
TEST	X			
MANUAL	X			
MANUAL START	X			
MANUAL STOP	X			
MANUAL OR TEST (NOT IN AUTO)	X			
<b>TIME DELAYS IN SECONDS</b>				
MAIN FAILURE DELAY	10			
START-UP TIME	5			
MAINS RETURN DELAY	60			
COOL DOWN DELAY BEFORE SHUT	120			

DOWN.				
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### FRONT PANEL SWITCHES

As per the Deep Sea 7320 controller

### PLANT OPERATION

The mode selector touch pad functions shall be as follows

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

### LOGGING OF EVENTS

As per Deep Sea DSE 7320 controller

### USER PROGRAMMABLE

As per Deep Sea DSE 7320 controller

## **12. ELECTRICAL**

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

### **12.2. Terminations**

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

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

### **12.3. Earthing**

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

An Earth Mat should be installed (if not already in place) of sufficiently low impedance to match the generator rating.

#### 12.4. Phase Rotation

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

#### 13. **PAINTING**

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

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

#### 14. **TESTING**

##### 14.1. Testing At Contractor's Premises

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

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

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

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

## 14.2. Tests On Site

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

- a) Automatic starting and stopping with load change over. The load in this instance will be provided by the client.
- b) Test by simulation only of the operation of the engine protection and alarm devices.
- c) Any other tests which the consultant may require on site.

## 15. **NOTICES & LABELS**

### 15.1. Warning Notice

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

#### **DANGER**

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

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

## 16. **OPERATING AND MAINTENANCE MANUALS, ETC.**

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

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

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

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

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

## 17. **DRAWINGS**

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

- a) General arrangement of the stand-by plant switchboard front panel.

- b) Schematic of the complete electrical systems, including starter motor, battery and automatic battery charger.
- c) Dimensioned layout of all plant in **the canopy compartment**.

## 18. SPARE PARTS

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

## 19. GUARANTEE AND MAINTENANCE

### 19.1. General

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

### 19.2. Making Good

When called upon by the client the Contractor shall make good on site and shall bear all expense incidental thereto including making good of work by others, arising out of removal or 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.

### 19.3. Latent Defects and Failure to Comply with Specification

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

### 19.4. Qualification by Tenderer

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

## 20. MAINTENANCE

At six monthly intervals (2) during the guarantee period of twelve months, starting from the date of Works Completion, the Contractor shall adjust and maintain the standby

plant and its ancillary equipment in proper working order. As a minimum requirement the Contractor shall:

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

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

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

## 21. SCHEMATIC

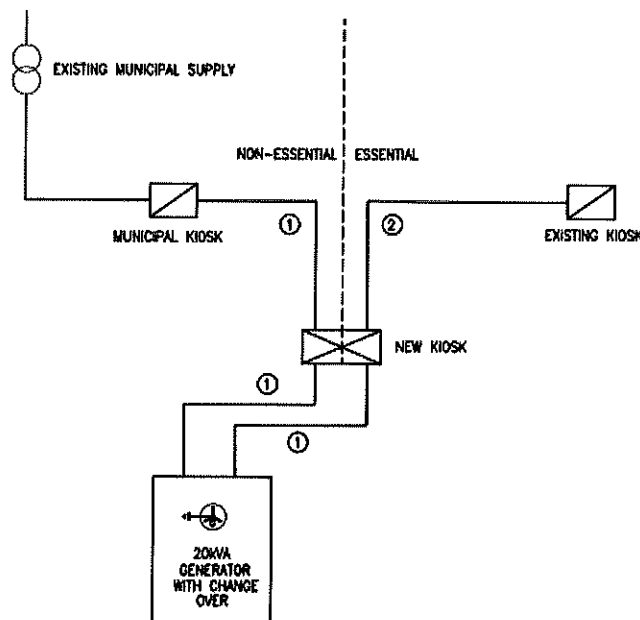


Figure 2: Generator Schematic

## ANNEXURE B - SCHEDULE OF EQUIPMENT

The Schedule of equipment offered shall be fully completed by the Tenderer.

### OUTDOOR TYPE STANDBY GENERATOR SET- 20kVA

#### GENERAL

Tenderers must complete the following schedule of information and are to submit with their Tender comprehensive literature on the equipment offered including countries of origin.

**FAILURE TO COMPLETE AND SIGN THIS SCHEDULE IN ITS ENTIRITY SHALL LEAD TO DISQUALIFICATION OF THE BID.**

#### DIESEL ENGINE

#### DIESEL ENGINE

- a) Make and Model .....
- b) Type (two or four stroke).....
- c) Performance Parameters
  - i) Rated output at sea level: Prime Power: .....kVA / kW.  
Standby Power.....kVA / kW.
  - ii) Rated output at .....metres above sea level (Altitude of hospital/Institution)  
Prime Power .....kVA / kW.  
Standby Power.....kVA / kW.
  - iii) Ambient air temperatures at .....metres above sea level (Altitude of hospital/Institution)  
Minimum °C.....  
Maximum °C.....
- d) Governed speed .....RPM
- e) Number of cylinder .....
- f) Diameter of cylinders .....mm
- g) Stroke of piston .....mm
- h) Piston speed .....m/minute
- i) Type of air cleaner .....
- j) Type of lubricating oil filter .....
- k) Make and type of injection system .....
- l) Type and number of fuel filters .....



- m) Manufacture and type of turbo-charger .....
- n) Manufacturer and type of governor .....
- o) Max cyclic variations .....
- p) Speed variation for sudden release or application of load: i) Temporary .....  
ii) Permanent .....
- q) 100% Rated full load may be applied seconds after initiation of starting sequence .....
- r) Specific fuel consumption at full load. Litres/ HR (submit curves) .....
- s) Air quantity required for engine cooling .....cu.m/min.
- t) Cross sectional area of radiator air discharge outlet required .....

**STARTING BATTERY**

- a) Manufacturer.....
- b) Type .....
- c) Capacity.....
- d) Voltage.....

**ALTERNATOR**

- a) Make .....
- b) Type .....
- c) Type of bearings .....
- d) Method of lubrication .....
- e) Rated load at 0.8 power factor at 400 / 230 volt 50Hz 3 Phase
  - i) Continuous rating.....kVA.....Amps.....
- f) Efficiency of alternator at full load .....
- g) Output voltage within governed speed range at: i) No load .....Volts  
50%load .....Volts  
100% load .....Volts  
110% load .....Volts
- h) Method of voltage regulation .....

**CONTROL CUBICLE**

- a) Manufacturer .....
- b) Dimensions of control cubicle: Length.....mm

Width .....mm

Height .....mm

- c) Type of control equipment .....
- d) Type, make and rating of 4 pole by pass switch .....
- e) Type, make and rating of 4 pole motorised change-over switch .....
- f) Rupturing capacity at rated voltage of main circuit .....K.A.
- g) Method of tripping employed in main circuit breake.....
- h) Range of load setting of main circuit breaker .....
- i) Electrical and mechanical interlock provided: YES..... NO..... TYPE .....

**VOLTMETER**

- a) Make and type .....
- b) Dial dimensions.....
- c) B.S.S. accuracy.....

**MAXIMUM DEMAND AMMETERS**

- a) Make and type .....
- b) Dial dimensions.....
- c) Time lag .....
- d) B.S.S. accuracy.....

**FREQUENCY METER**

- a) Make and type .....
- b) Dial dimensions.....
- c) B.S.S. accuracy.....

**SELF BUNDED FUEL TANKS**

- a) Base tank size .....
- b) Bulk tank size .....
- c) Bulk tank manufacturer and model number .....

**EXHAUST**

- a) Exhaust material.....
- b) Exhaust material, silencer and outlet pipe.....

**MASS OF PLANT** .....kg

**OVERALL DIMENSIONS OF PLANT**

- a) Length.....
- b) Height.....
- c) Width.....

**TYPE AND RATING OF EQUIPMENT TO BE USED FOR LOAD TESTS**

.....

**COMPANY NAME AND ADDRESS OF BULK TANK INSTALLATION**

.....  
.....

**IS THE TENDERER A DIESEL GENERATOR SET MANUFACTURER WITH LOCAL MANUFACTURING AND BACKUP FACILITIES** .....YES / NO.....

**IS THE TENDER 100% TO SPECIFICATION** .....YES / NO.....

If the answer is NO, provide reasons for the deviation from the specification.

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**DATE**.....

**SIGNATURE OF TENDERER**.....

**COMPANY STAMP**