



Quotation Advert

Opening Date: 14/11/2024

Closing Date: 19/11/2024

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Amajuba District Office

Province: KwaZulu-Natal

Department of entity: Department of Health

Division or section: Supply Chain Management

**Place where goods/
service is required:** GREENOCK CLINIC

Date Submitted: 14/11/2024

ITEM CATEGORY AND DETAILS

Quotation number: AMA117/24/25

Item Category: Services

Item Description: REPLACEMENT OF ENGINE OF AN EXISTING GENERATOR

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not applicable

Time: Not applicable

Venue: Not applicable

QUOTES CAN BE COLLECTED FROM: KZN Health Website and AMAJUBA DISTRICT OFFICE, 50 HARDING STREET-FIRST FLOOR, NEWCASTLE, 2940

QUOTATION SHOULD BE DELIVERED TO: AMAJUBA DISTRICT OFFICE, 50 HARDING STREET- FIRST FLOOR, NEWCASTLE, 2940 OR E-MAILED TO Amajuba.SCMQuotations@kznhealth.gov.za


ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: Khaya Mthethwa/ S'nenhlanhla Mkhize

Email: Amajuba.SCMQuotations@kznhealth.gov.za

Contact number: 083 278 5175

Finance Manager Name: C.N Khumalo

Finance Manage signature: 

OFFICIAL PRICE PAGE FOR QUOTATIONS UP TO R1 000 000

QUOTE NUMBER: ZNQ / AMA / 117 / 24 / 25

DESCRIPTION: REPLACEMENT OF ENGINE OF AN EXISTING GENERATOR

THE BELOW PREFERENCE POINTS WILL BE ALLOCATED IN COMPLIANCE WITH THE DEPARTMENTAL PREFERENCE PROCUREMENT POLICY (KNOWN AS SCM PPP):	POINTS ALLOCATED
RDP Goal: Full points allocated to promote enterprises owned by Youth	20

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTURE	PRICE	
						R	C
	Once		REPLACEMENT OF ENGINE OF AN				
	off		EXISTING 60KVA GENERATOR SET				
			AT GREENOCK CLINIC IN				
			AMAJUBA DISTRICT				
			(CIDB : 1EB or above contractor)				
			(Project Specification Attached)				
			EMAILED OR HAND				
			DELIVERED QUOTATIONS ARE				
			ACCEPTED)				
			Submit capacity to deliver as per Stage 2				
			on evaluation criteria form attached.				
			Please complete the evaluation criteria				
			attached.				
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: _____



CLARITY ON DECLARATION OF INTEREST SBD 4 (a)

BIDDER NAME	
LEGISLATION ON DISCLOSURE OF INTEREST	
<p>The Public Service Act 103 of 1994 indicates in section 30(1) that "No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department."</p> <p>Furthermore, in terms of the Public Service Regulations paragraph 13(c), "An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act"</p> <p>Treasury Regulations 16A8.4 further indicates that "If a supply chain management official or other role player, or any close family member, partner or associate of such official or other role player, has any private or business interest in any contract to be awarded, that official or other role player must-(a) disclose that interest; and (b) withdraw from participating in any manner whatsoever in the process relating to that contract."</p>	
CLARITY ON HOW TO DISCLOSE	
<p>Clause 2.2 of the Bidders Disclosure (SBD4), require the bidder to disclose a relationship with any person employed by the entire KZN Department of Health, even if that person is not employed by the procuring institution. The Department may use other Computer Assisted Techniques to verify possible interest, should you be found to have failed to disclose correctly, your bid/quotation will be treated as a false declaration, treated as non-responsive and disqualified.</p> <p>For example, if the tender is advertised or invited by Addington Hospital, yet the person with interest is employed by Manguzi Hospital, as long as that official is employed by the Department of Health, the bidder is required to disclose interest. Therefore the question is, do you, or any person connected with the bidder, have a relationship with any person who is employed by the KZN Department of Health? If so, please furnish particulars on Bidders Disclosure (SBD4) section 2.2.1, as attached below,</p>	

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

BIDDER SURNAME AND INITIALS

SIGNATURE

DATE

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

1. Definitions

The following terms shall be interpreted as indicated:

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

14. Spare parts

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

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

SPECIAL CONDITIONS OF CONTRACT

1. AMENDMENT OF CONTRACT

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

2. CHANGE OF ADDRESS

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

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

4. NEGOTIATIONS

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

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

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

6. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

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

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

7. SAMPLES

- 7.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
 - (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
 - (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 7.2. **Samples must be made available when requested in writing or if stipulated on the document.**
 - 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.

8. COMPULSORY SITE INSPECTION / BRIEFING SESSION

- 8.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.
 - (i) The institution has determined that a compulsory site meeting **will not** take place.
 - (ii) **Date:** / / **Time:** : **Place:** _____

Institution Stamp:	Institution Site Inspection / briefing session Official: Full Name: _____ Signature: _____ Date: _____
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9. STATEMENT OF SUPPLIES AND SERVICES

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

10. SUBMISSION AND COMPLETION OF SBD 6.1

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

11. TAX COMPLIANCE REQUIREMENTS

- 11.1. In the event that the tax compliance status has failed on CSD, it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.
- 11.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

12. TAX INVOICE

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

13. PATENT RIGHTS

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

14. PENALTIES

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

- 14.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 14.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 14.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.
- 15. TERMINATION FOR DEFAULT**
- 15.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
(i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
(ii) if the supplier fails to perform any other obligation(s) under the contract; or
(iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 15.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 15.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 16. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.**

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

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

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

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2. The applicable preference point system for this tender is the 80/20 preference point system.

1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

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

1.5. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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)
RDP Goal: Full points allocated to promote enterprises owned by Youth	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm: _____

4.4. Company registration number: _____

4.5. TYPE OF COMPANY/ FIRM [tick applicable box]

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

_____ SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	_____
DATE:	_____
ADDRESS:	_____



ANNEXURE A: SPECIFICATION FORM

NAME OF PROCURING FACILITY		GREENOCK Clinic	
ITEM DESCRIPTION		Replacement of Engine of an Existing 60kVA Generator Set	
ITEM PURPOSE		1. For Back Up Power Supply 2. Power Outage.	
ITEM DETAILED SPECIFICATION (INCLUDE SIZE, COLOUR, MATERIAL, ETC.)			COMPLIES (YES/NO)
1.	Isolate, disconnect and Remove the Existing Engine 60kVA		
2.	Isolate, disconnected and Remove engine of the 60kVA Canopy type		
3.	Supply a new engine to match Characteristics of alternator.		
4.	Test and Commissioning of 60kVA 400/230volt Canopy room.		
QUALITY STANDARD		High Standard.	
UNIT OF MEASURE OR PACKAGING I.E. (UNIT/BOX/ROLL/PACK/BAIL ETC)		N/A	
SAMPLE REQUIRED (YES/NO) IF YES WHEN AND HOW?		N/A	
ADDENDUM TO SPECIFICATION ATTACHED (YES OR NO)		YES	

Note:

1. Compulsory Site Meeting or Briefing. (NO)
- 2.
- 3.

SPECIFICATION APPROVED BY

Name of End-user (in full)	B.V. HLATSHWAYO	Name of SCM Rep (in full)	B.K.S. MTHETHWA
Designation / Rank (in full)	CHIEF ARTISAN	Designation/ Rank (in full)	S.M.O.
Signature	Hlatshwayo	Signature	[Signature]
Date	03-10-2024	Date	10/10/2024

Bidder Initial here: _____

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

**REPLACEMENT OF ENGINE OF AN EXISTING 60 KVA GENERATOR SET
AT GREENOCK CLINIC.**

CIDB GRADING: 1EB

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- PART TWO – TECHNICAL SPECIFICATION**
- PART THREE – PARTICULAR SPECIFICATION
INCLUDING BILL OF QUANTITIES.**

PROVINCE OF KWAZULU-NATAL
DEPARTMENT OF HEALTH

REPLACEMENT OF ENGINE OF AN EXISTING 60 KVA GENERATOR SET ENGINE
AT GREENOCK CLINIC.

PART ONE

PROJECT SPECIFICATIONS

1 NOTES TO BIDDERS

- 1.1 The institutions will remain open and operational at all times therefore the Contractor shall make the necessary arrangements with the Institutional Management and maintenance staff for any power outages that are required. This may necessitate weekend work
- 1.1.2 All items to be priced fully inclusive of all charges e.g. labour, transport, scaffolding, materials, profit, etc., but excluding Value Added Tax.
- 1.1.3 The Administration reserves the right to negotiate prices in the Schedule of Prices.
- 1.1.4 All redundant material and rubble shall to be removed from the institution's property immediately.
- 1.1.5 All equipment and materials used in this contract shall be that which is specified or **other approved prior to submission and closure of the bid.**
- 1.1.6 The Contractor is advised to examine all the drawings (if any) and to visit the site prior to tendering to acquaint him/herself with the nature of the work to be done and access to the siting of the existing buildings etc., as no claim will be allowed on the grounds of ignorance of the conditions under which the work will be executed.
- 1.1.7 All items in the Schedule of Prices are **PROVISIONAL** and subject to re-measure after installation.
- 1.1.8 The Schedule of Prices shall be read in conjunction with the Scope of Work. Any discrepancies or omissions shall be brought to the attention of the Project Leader immediately.

1.2 SCOPE OF CONTRACT

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

1.3 PERIOD OF CONTRACT

Six (6) Months as the completion period for the Contract from the date of site handover.

1.4 SITE AND MODE OF PROCEDURE

The work contained in this contract will be carried out on the site of the Greenock Clinic near Dannhauser in the Province of KwaZulu-Natal.

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

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

1.5 SATISFACTORY INSTALLATION

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

PROVINCE OF KWAZULU-NATAL
DEPARTMENT OF HEALTH

REPLACEMENT OF ENGINE OF AN EXISTING 60 KVA GENERATOR SET
AT GREENOCK CLINIC.

PART TWO

TECHNICAL SPECIFICATION

1. GENERAL: PLANTROOM TYPE STANDBY GENERATOR

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

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

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

The engine of the canopy type stand-alone standby generator set herein specified is to be installed at the Greenock Clinic near Dannhauser in the Kwa-Zulu Natal Midlands.

The ambient temperature is 40°C maximum and 10°C minimum and is approximately 1516 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, the installation shall be carried out by the manufacturer and duly commissioned at site.

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 WORK

The Contract comprises of the removal of the existing engine of the canopy type gen set unit at Greenock clinic and installing, coupling and commissioning an engine of similar characteristics that will match with the alternator unit to work reliably. 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 plant room 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 changeover equipment, together with a fuel system, capable of running the set for 72 hours at full load.

3. PLANT LOCATION

- The set shall consist of a plant room unit. It shall fit onto the sets base frame inclusive of a 12-hour fuel tank, making the entire unit self-contained.
- The soundproofing material shall not of a mineral wool attenuation material and an alternative attenuation material shall be acceptable to the Department of Health prior to manufacture.
- The louvres shall be sized to suit the sets cooling and combustion air flow requirements for enclosed generating units. The successful Contractor shall provide the Department of Health with the relevant temperature rating charts for the radiator prior to manufacture.

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

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

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 60 kVA 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 radiator coolant 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 coolant circulating pump and a thermostat to maintain the engine at the makers recommended temperature level for a sound attenuated outdoor canopy type enclosure.

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 or a transparent radiator coolant container 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 / 50ppm**).

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. See clause 9.1 below.

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. Only Original Equipment Manufacturer (O.E.M.) filters shall be allowed.

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 100 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 12 hours***. Maximum volume of the base tank shall not exceed 1000 litres.

The base tank shall consist of an ISO 9001 quality open channel self-bund walled type that shall be of sufficient capacity to contain any spillage, equivalent to 80% in volume of the base tank.

The base tank shall be fitted with a suitable sized fuel filler, breather pipe, analogue type visual fuel gauge, electronic fuel gauge wired to the generator control panel, removable inspection cover, drain, filler cap, low level and no fuel 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 if applicable.

Generators rated above 100 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 as above.

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 closed channel self-bund walled tank mounted on a steel reinforced concrete plinth of suitable MPa strength to carry the weight of a fully fuelled base tank.

The size and configuration of the bulk tank if required 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.

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 installed.
- Full load litres per hour consumption.

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.12005H-R1

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.

Concrete lintels are required to prevent the feet of the bulk tank from corrosion due to standing rain water possibly accumulated in the bund walled area.

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 Original Equipment Manufacturer (O.E.M.) wet or dry type cylinder liners of close grained alloy iron.

7.10. Air Cleaners

The engine shall be provided with one or more Original Equipment Manufacturer (O.E.M.) 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 exhaust 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 fly-wheel 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 generator control panel. 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 Mk 2 or latest version thereof type Controller fitted with a DSE Webnet DSE890 Gateway complete with separate GPS GSM antennae or equivalent model that must be got approved before ordering the item by contractor..

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 onto concrete lintels onto the concrete plinth / slab. Concrete lintels are required to prevent the base frame from corrosion due to standing rain water possibly accumulated

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 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.

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 at a Prime power rating.

Note: The unit shall be capable of delivering 60 kVA 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 2.5% 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 – Floor mounted type

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 epoxy powder paint and all exterior steel surfaces shall be finished with red epoxy powder paint

The control panel shall be built into three separate sections, with the controls, change-over and on load bypass switch (If required) 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 panel.

11.2 The supply and installation of all cables and supports between the generator set and generator 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.
- g) Deep Sea DSE 890 Gateway complete with separate GPS GSM antennae.
- h) Display and monitoring unit tab SM-X906 256 gb 12 gb RAM.

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 Mk 2 or latest version thereof.
- 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 Mk2** or latest version thereof 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.

All sensors that provide information indicated in the table below shall be fitted to the generator.

CONDITION	LCD	DISPLAY MESSAGE	WARNING	SHUTDOWN
HIGH ENGINE TEMPERATURE	X	X		X
LOW OIL PRESSURE	X	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 COOLANT	X	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			
TIME DELAYS IN SECONDS				
MAIN FAILURE DELAY	10			
START-UP TIME	5			
MAINS RETURN DELAY	60			
COOL DOWN DELAY BEFORE SHUT DOWN.	120			

FRONT PANEL SWITCHES

As per the Deep Sea 7320 Mk 2 or latest version controller.

PLANT OPERATION

The mode selector touch pad functions shall be as follows

OFF/RESET Control system off and alarm condition reset.

AUTO Automatic starting and stopping of the set dependent on the mains supply.

MANUAL	Starting and stopping activated manually. In this mode the load will not be transferred in the event of a mains failure.
TEST	The set will start automatically in this position. The load will be taken by the alternator in the event of a mains failure and will run off load.

LOGGING OF EVENTS

As per the Deep Sea 7320 Mk 2 Controller or latest version thereof.

USER PROGRAMMABLE

As per the Deep Sea 7320 Mk 2 Controller or latest version thereof.

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 on the alternator terminals and in the panel. All plant, ancillary equipment and steel work in the stand-by plant room shall be suitably bonded together with an appropriate size of bare copper tape which shall also be connected to the earth bar.

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. A sign indicating the phase rotation shall be fixed to the control panel door in a manner that it is conspicuous.

13. PAINTING

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

The control panel shall be painted with best quality epoxy 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.

The testing shall consist of, but not limited to the following:

- 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 Project Leader 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.

INGOZI

LOMSHINI UNGADUMA KUNGALINDELEKILE CINDEZELA INKINOBHO EBOMVU "STOP / OFF RESET" NGAPHAMBI KOKUTHI USEBENZE KUWONA

- 15.2 All labels shall be WHITE engraved letters on RED 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 **plant room wall adjacent to the generator control panel.**

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

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

17. DRAWINGS

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

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

18. SPARE PARTS

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

19. GUARANTEE AND MAINTENANCE

19.1. General

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

19.2. Making Good

When called upon by the client the Contractor shall make good on site and shall bear all expense incidental thereto including making good of work by others, arising out of removal or 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 during the 12 month guarantee period, 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 provide a minor service at six (6) months and a major service at twelve months (12) irrespective of the running hours shown on the generator controller.

- 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.
- e) Major service at twelve (12) months including all consumables and parts required.

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.

PROVINCE OF KWAZULU-NATAL
DEPARTMENT OF HEALTH

REPLACEMENT OF AN EXISTING 60 kVA GENERATOR SET ENGINE AT
GREENOCK CLINIC.

PART THREE

PARTICULAR SPECIFICATION

3.1 GENERAL

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

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

3.2 THE SITE

The site is the Greenock Clinic in the Amajuba Health District.

3.3 SCOPE OF WORKS

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 the engine that will be replaced in a 60 kVA canopy type standby diesel generating sets and all ancillary equipment necessary to comply with the requirements of this specification.

The plant generally shall comprise unless otherwise stated, of a diesel engine coupled to an alternator mounted on a common base, a 12-hour fuel tank, 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.

The contractor shall also provide for the following:

- 1) Isolate, disconnect and remove the existing engine of the 60 kVA generator set.
- 2) Supply and install and commission a new engine for the 60 kVA unit.
- 3) Supply, install and terminations on both ends of the conductors of the alternator box and the generator control panel. Compression glands shall be used for the single core cables complete with insulating material onto which the compression glands will be fitted.
- 4) Supply, install and commission Deep Sea DSE Webnet DSE 890 Gateway complete with a GPS antennae and a GSM antennae or equivalent type to be got approved before ordering
- 5) Supply 2 Data SIM card pre-loaded with a data bundle of a minimum of 12 gigabits of data suitable for reporting period of 12 months. The Sim card shall be installed in the Gateway module.
- 6) Supply and install new labelling in accordance with the SANS 10142-1 Wiring Code as well as the KZN DoH Policy document.
- 7) Testing and issuing of Certificates of Compliance for each new installation in accordance with the SANS 10142-1 Wiring Code.
- 8) On-site testing and commissioning of the unit.

- 9) Servicing during 12 month Warranty period - 1 x minor service and 1 x major service (6 monthly intervals or as per manufacturer recommendations).
- 10) O & M manuals – 2 sets per unit and in electronic form
- 11) Submission of an approved Safety Plan specifying type of work to be carried out.

4 SCHEDULE OF EQUIPMENT

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

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 ENTIRETY 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 atmetres above sea level (Altitude of hospital/Institution)
 - Prime PowerkVA / kW.
 - Standby Power.....kVA / kW.
 - iii) Ambient air temperatures atmetres above sea level (Altitude of hospital/Institution)
 - Minimum °C.....
 - Maximum ° C.....
- d) Governed speedRPM
- e) Number of cylinder
- f) Diameter of cylindersmm
- g) Stroke of pistonmm
- h) Piston speedm/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 coolingcu.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 ratingkVA.....Amps.....
- f) Efficiency of alternator at full load
- g) Output voltage within governed speed range at

i) No load	Volts
ii) 50% load	Volts
iii) 100% load	Volts
iv) 110% load	Volts
- h) Method of voltage regulation

CONTROL CUBICLE

- a) Manufacturer
- b) Dimensions of control cubicle: Lengthmm
 Widthmm
 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 circuitKA.
- g) Method of tripping employed in main circuit breaker
- h) Range of load setting of main circuit breaker
- i) Electrical and mechanical interlock provided: YES..... NO..... TYPE

VOLTMETER (COMPULSARY INSTALLATION)

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

MAXIMUM DEMAND AMMETERS (COMPULSARY INSTALLATION)

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

FREQUENCY METER (COMPULSARY INSTALLATION)

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

SELF BUNDED FUEL TANKS

- Base tank volume
- Base Tank manufacturer and model number
- Bulk tank volume (If applicable)
- Bulk tank manufacturer and model number

EXHAUST

- Exhaust material
- Exhaust material, silencer and outlet pipe

MASS OF PLANTkg

OVERALL DIMENSIONS OF PLANT

- Length
- Height
- 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 SPECIFICATIONYES / NO.....

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

DATE..... SIGNATURE OF TENDERER.....

COMPANY STAMP

C2.3 Bill of Quantities

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

**REPLACEMENT OF ENGINE OF AN EXISTING 60 KVA GENERATOR SET
AT GREENOCK CLINIC.**

PREAMBLE

Items and Pricing

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

Tax and Duties

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

Rates

Except where provision is made in the 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.

Bills of Quantities

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
4.1	Isolate, disconnect and remove the existing engine of the 60 kVA generator	1	Item		
4.2	Isolate, disconnect and remove the engine of the 60 kVA canopy type generator for disposal by contractor.	1	Item		
4.3	Supply a new engine to match the characteristics of the existing set and alternator.	1	Item		
4.6	Test and commissioning of a 60 kVA 400/230-volt canopy room type generator set after installation of the engine and connecting and coupling to the alternator.	1	Each		
4.8	Supply a Data SIM card pre-loaded with a data bundle of a minimum of 2 gigabits of data suitable for reporting period of 12 months. The SIM card shall be installed in the gateway module and commissioned and connected through the software for monitoring.	2	Each		
4.9	Site conditions unplanned and other items in need - Provisional sum for	1	Each	15000	
	Sub Total				
	VAT @ 15%				
	Grand Total				

RATE ONLY ITEMS TO BE QUOTED		
Trade	Unit	Rate
Master Installation Electrician	Hour	
Installation Electrician	Hour	
Semi skilled labour	Hour	
General Labour	Hour	
Draftsman	Hour	
Mark up on materials on invoice amount without VAT	%	
Professional Engineer	Hour	

Note: Not quoting the rates for RATE ONLY ITEMS will render the tender invalid and will not be considered.



Quotation No.	AMA 117/24/25
Quotation Description	REPLACE OF ENGINE OF AN EXISTING GENERATOR

EVALUATION CRITERIA

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

Stage 1: Administrative Compliance, Compulsory and Mandatory Requirements

Stage 2: Capacity to Deliver

Stage 3: Compliance with Specification

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

Bidder Initial here _____



STAGE 1: ADMINISTRATIVE, COMPULSORY COMPLIANCE AND MANDATORY REQUIREMENTS

NO.	REQUIREMENTS	INCLUDED IN THE PUBLISHED DOCUMENT?	TO BE RETURNED BY BIDDER/ TENDERER?
Administrative Compliance			
1.	PARTICULARS OF QUOTATION	yes	Yes
2.	OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01	yes	yes
3.	BIDDER'S DISCLOSURE (SBD4)	yes	yes
4.	GENERAL CONDITIONS OF CONTRACT (GCC)	yes	yes
5.	SPECIAL CONDITIONS OF CONTRACT (SCC)	yes	yes
6.	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)	yes	yes
Compulsory Compliance			
7.	SUPPLIER UPDATED CIPC REGISTRATION DOCUMENTS	no	no
Mandatory Requirements			
11	CIDB : 1EB and above CERTIFICATE	No	yes

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

Bidder Initial here _____



STAGE 2: CAPACITY TO DELIVER

1.	Proof of completion of project for installation of generating sets.
2.	Failure to submit the required document(s) may invalidate the entire bid, the bidder will be treated as a defaulter and will not progress to the next stage of evaluation.

STAGE 3: COMPLIANCE WITH SPECIFICATION

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

STAGE 4: PRICE AND PREFERENCE POINTS

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

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

The Department has identified the following specific goal:

Specific Goal	Number of Points allocated	Proof To Claim Specific Goal (Returnable Documents)
RDP Goal: Full points allocated to promote enterprises owned by Youth	20	1. The Department will download CSD to verify this information.

NOTE:

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

Bidder Initial here _____



EVALUATION CRITERIA

EVALUATION CRITERIA AND SPECIFICATION APPROVED BY					
Official	Title (Ms/ Miss/ Mrs/ Mr/Dr)	Surname	Initials	Date	Signature
End User Representative	MR	HLATSHWAGO	B.V.	14-11-2024	Hlatshwago
SCM Official	MR	MTHETHWA	BKS	14/11/2024	[Signature]

Bidder Initial here _____