



**KWAZULU-NATAL PROVINCE**

**HEALTH**  
REPUBLIC OF SOUTH AFRICA

<b>BID NUMBER:</b>	<b>ZNB 5217/2024-H</b>
<b>BID DESCRIPTION:</b>	<b>3-YEAR SERVICE, REPAIR AND FUEL REMEDIATION OF CLINIC GENERATORS WITHIN THE ILEMBE HEALTH DISTRICT</b>
<b>PERIOD</b>	<b>THREE-YEARS PERIOD CONTRACT</b>
<b>Closing Date:</b>	<b>30 OCTOBER 2024</b>
<b>Closing Time:</b>	<b>11:00 AM</b>
<b>Physical Address for Collection or Delivery of Bid Documents</b>	KZN Department of Health Central Supply Chain Management Unit Old Boys School 310 Jabu Ndlovu Street Pietermaritzburg, 3201
<b>BRIEFING SESSION MEETING</b>	Date: 11 OCTOBER 2024 Time: 11H00 Venue: ILEMBE DISTRICT HEALTH OFFICE

<b>Name of Bidder:</b>	
<b>CSD Registration Number:</b>	
<b>Income Tax Reference Number:</b>	

ZNB 5217/2024-H: 3-YEAR SERVICE, REPAIR AND FUEL REMEDIATION OF CLINIC GENERATORS WITHIN THE ILEMBE HEALTH DISTRICT

INITIAL\_\_

## KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	ZNB 5217/2024-H	CLOSING DATE:	30 OCTOBER 2024	CLOSING TIME:	11:00
DESCRIPTION	<b>ZNB 5217/2024-H: 3-YEAR SERVICE, REPAIR AND FUEL REMEDIATION OF CLINIC GENERATORS WITHIN THE ILEMBE HEALTH DISTRICT</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE (OLD BOYS SCHOOL BUILDING), 310 JABU NDLOVU STREET, PIETERMARITZBURG 3200</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Junitha Sookraj		CONTACT PERSON	MR. J. PILLAY	
TELEPHONE NUMBER	(033) 815 8369		TELEPHONE NUMBER	066 301 1802	
FACSIMILE NUMBER			FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	junitha.sookraj@kznhealth.gov.za		E-MAIL ADDRESS	Justin.pillay@kznhealth.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**i. BID SUBMISSION:**

- a. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- b. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- c. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- d. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**ii. TAX COMPLIANCE REQUIREMENTS**

- (a) BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- (b) BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- (c) APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- (d) BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- (e) IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- (f) WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- (g) NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## SECTION A

### SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

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

## SECTION B

### REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website [www.csd.gov.za](http://www.csd.gov.za)
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
  - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

## SECTION C

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

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) ....., WHO  
REPRESENTS (state name of bidder) .....CSD Registration  
Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS  
AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE  
DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS  
BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED  
ON THE BASIS OF THIS BID.

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:** .....

## SECTION D

# OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved:

**BID NUMBER: ZNB 5217/2024-H**

**Goods/Service/Work: 3-YEAR SERVICE, REPAIR AND FUEL REMEDIATION OF CLINIC GENERATORS WITHIN THE ILEMBE HEALTH DISTRICT**

\*\*\*\*\*

This is to certify that (bidder's representative name) \_\_\_\_\_

On behalf of (company name) \_\_\_\_\_

Visited and inspected the site on **11 OCTOBER 2024** at **ILEMBE DISTRICT HEALTH OFFICE** and is therefore familiar with the circumstances and the scope of the service to be rendered.

**Signature of Bidder or Authorized Representative**  
(PRINT NAME)

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

**Name of Departmental or Public Entity Representative**  
(MR. J. PILLAY)

<b>Departmental Stamp With Signature</b>



## SECTION E BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

i. If so, furnish particulars:

.....  
 .....

c. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

1. If so, furnish particulars:

.....

### 3. DECLARATION

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

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

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

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

**I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM**

#### **INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT**

**SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.**

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

This document must be signed and submitted together with your bid

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

<b>BIDDER NAME</b>	
--------------------	--

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

### LEGISLATION ON DISCLOSURE OF INTEREST

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."

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"

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."

### CLARITY ON HOW TO DISCLOSE

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.

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, and 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,

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

## SECTION F:

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (NOT APPLICABLE)

## INTRODUCTION

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

## PILLARS OF THE PROGRAMME

1.1. The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

- i) Any single contract with imported content exceeding US\$10 million.  
or
- ii) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
- iii) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
- iv) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

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

1.2. To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

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

## **2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

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

## **3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1. Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2. In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
  - (i) Bid / contract number.
  - (ii) Description of the goods, works or services.
  - (iii) Date on which the contract was accepted.
  - (iv) Name, address and contact details of the government institution.
  - (v) Value of the contract.
  - (vi) Imported content of the contract, if possible.
- 3.3. The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4. PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1. Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
  - (i) the contractor and the DTI will determine the NIP obligation;
  - (ii) the contractor and the DTI will sign the NIP obligation agreement;
  - (iii) the contractor will submit a performance guarantee to the DTI;
  - (iv) the contractor will submit a business concept for consideration and approval by the DTI;
  - (v) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
  - (vi) the contractor will implement the business plans; and the contractor will submit bi-annual progress reports on approved plans to the DTI.

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

Bid number: **ZNB 5217/2024-H** ..... Closing date: **30 OCTOBER 2024**

Name of bidder.....

Postal address .....

.....

Signature..... Name (in print) .....

Date.....

## SECTION G:

## GENERAL CONDITIONS OF CONTRACT (GCC)

In terms of Treasury Regulation 16A6.3 (a) (i) "The accounting officer must ensure that bid documentation and the general conditions of a contract are in accordance with the instructions of the National Treasury."

Bidders are expected to be familiar with the general conditions applicable to government bids, contracts and orders; and rights and obligations of all parties involved in doing business with government.

Bidders are therefore required to initial each page of the attached **Annexure A** for General Conditions of Contract (GCC) and return with the bid document.

<i>I hereby confirm that I have read the General Conditions of Contract (GCC) as published by the National Treasury and I confirm that I fully understands its contents and conditions. I also confirm that I am willfully committing to abiding by its contents.</i>			
Name:		Signature:	
Title/ Role:		Date:	

Note: Should you fail to submit **initialed** Annexure A for General Conditions of Contract (GCC) and return with the bid document as well as to sign this schedule, your bid may be disqualified.

## SECTION H:

### SPECIAL CONDITIONS OF CONTRACT (SCC)

#### 1. ADDITIONAL DEFINITIONS

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

"Accounting Officer"	means a person described in Section 36 of the Public Finance Management Act, Act No. 1 of 1999 (As amended by Act 29 of 1999).
"Contract Duration"	means the period between the commencement and termination of the contract.
"Confidential Information"	means but is not limited to contents of the contract, or any provision thereof, or any specification, plan, know-how, drawing, pattern, sample, or information furnished by or on behalf of the Department in connection therewith, to any person other than a person employed by contractor or service provider in the performance of the contract.
"Department"	means the KwaZulu-Natal Department of Health.
"Head of Department"	means the Head of Department for KwaZulu-Natal Department of Health as defined in Schedule 2 Column 1 and 2 of the Public Service Act 1994 (Proclamation 103 of 3 June 1994, as amended).
"Health Facilities"	means Head Office, District Offices, Hospitals, Community Health Centres, Specialized Centres and Clinics under the auspices of the Department of Health in the Province
"ISO Standards"	means standards recognized by International Standard Organisation
"Parties"	means the KwaZulu-Natal Department of Health and Contractor or Service provider
"Province"	means the Province of KwaZulu-Natal.
"ROE"	means the Rate of Exchange.
"SABS"	means the South African Bureau of Standards
"SANS"	means the South African National Standards.
"Vendor"	means Contracted Supplier or Service Provider

#### 2. INTERPRETATIONS

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

- 2.1 Any gender includes the other genders.
- 2.2 A natural person includes a juristic person and vice versa.
- 2.3 The singular includes the plural and vice versa.
- 2.4 When any number of days is prescribed in this Contract, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.5 Figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.6 Any reference in this contract to "goods" includes works and/or services.
- 2.7 The written and signed contract represents the final agreement between the parties and it super cedes any prior oral agreements or discussions of the Contract.
- 2.8 All annexures and appendices shall form part of the contract.



- 2.9 The headings used throughout the Contract do not have any special significance save to ensure the easy reading of the contract.
- 2.10 Words and phrases defined in this Contract shall bear the meaning assigned to them throughout this Contract.
- 2.11 Words and phrases used in this Contract which are defined or used in any statute or regulation which applies to the subject matter, professional person.
- 2.12 The bid is issued in accordance with Section 217 of the Constitution, The Public Finance Management Act, Treasury Regulations 16A and National Treasury regulations and guidelines.

### **3. ACCEPTANCE OF A BID**

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

### **4. COMPLIANCE WITH SPECIFICATION**

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

### **5. PERFORMANCE STANDARDS**

- 5.1. In amplification of paragraph 4 of the GCC, the preferred bidder shall provide service in accordance with performance standards set by the Department below:

### **6. EQUAL BIDS**

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

### **7. LATE BIDS**

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

### **8. MORE THAN ONE OFFER/ COUNTER OFFERS**

- 8.1 Should the bidder make more than one offer, where applicable, against any individual item, such offer/s must be detailed in the Schedule of Additional Offer/s. The Department reserves its rights in and to the consideration of any additional

offer/s subject to compliance with specification and the bidding conditions.

- 8.2 Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Terms and Conditions will invalidate such bids.
- 8.3 Bidders are at liberty to bid for one, a number of items, or bid for all items. If a bidder is not bidding for all the items, the appropriate price page must reflect: 'nil quote'.

## **9. ONLY ONE OFFER RECEIVED**

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

## **10. AWARD OF BID (S)**

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

## **11. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)**

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

## **12. EMPLOYEES TRADING WITH THE ORGANS OF THE STATE**

- 12.1 The Public Service Act 103 of 1994 indicates in section 30(1) that "No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department."

12.2 Furthermore, in terms of the Public Service Regulations paragraph 13(c), "An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act"

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

### **13. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

13.1 The validity (binding) period for the bid will be **84 days** from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period. If the request to extend is sent to bidders and no response received the departmental will assume that the bidder is in agreement with an extension.

### **14. CHANGE OF ADDRESS**

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

### **15. INVOICES AND PAYMENTS**

15.1 All invoices must be submitted in the original format.

15.2 All invoices submitted by the Contractor must contain the word "INVOICE" for non-VAT vendors or "TAX INVOICE" for VAT vendors only. VAT number must be reflected for VAT vendors.

15.3 A tax invoice shall be in the currency of the republic of South Africa and shall contain the following particulars:

- (a) The name, address and registration number of the supplier;
- (b) The name and address of the recipient;
- (c) An individual serialized number and the date upon which the tax invoice is issued;
- (d) A description of the goods or services supplied;
- (e) The quantity or volume of the goods or services supplied
- (f) The value of the supply, the amount of tax charged and the consideration for the supply; or
- (g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

15.4 A Contractor shall be paid by the institution concerned, in accordance with services rendered. The service must be accepted and signed off by the relevant delegated official.

15.5 Should a Contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount. Where discounts or rebates received by the Department, the Contractor to provide credit note.

15.6 Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol will apply if accounts are queried:

- (i) Contact must be made with the officer-in-charge of Logistics and Accounts Payable;
- (ii) If there is no response from Logistics and Accounts Payable, the Chief Director: Finance may be contacted.
- (iii) Failing all of the above, the Contractor may contact the Office of Chief Financial Officer supplying the following details:
  - a) Name/s of person/s contacted at the Institution and dates; and
  - b) Details of outstanding account.
  - c) The Chief Financial Officer will then take the appropriate action.

## **16. VALUE ADDED TAX (VAT)**

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

## **17. ENTERING OF DEPARTMENTAL STORES**

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

## **18. DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR**

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

## **19. IRREGULARITIES**

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

## **20. UNSATISFACTORY PERFORMANCE**

In amplification of paragraph 21; 22 and 23 of the GCC, unsatisfactory performance occurs when performance is not in

accordance with the contract conditions.

- (i) The institution shall warn the Contractor by registered/certified mail or email that action will be taken in accordance with the contract conditions unless the Contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the Contractor does not perform satisfactorily despite the warning the department will, take necessary and appropriate action such as termination of contract in terms of its delegated powers.
- (ii) When correspondence is addressed to the Contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

## **21 RESTRICTION OF BIDDING**

The Accounting Officer or his/her delegate must:

- a) Notify the supplier and any other person of the intention to restrict it doing business with Department by registered mail or email. The letter of restriction must provide for:
  - i. The grounds for restriction;
  - ii. The period of restriction which must not exceed 10 years;
  - iii. A period of 14 calendar days for the supplier to provide reasons why the restriction should not be imposed.
- b) The Accounting Officer his/her delegate:
  - i. May regard the intended penalty as not objected to and may impose such penalty on the supplier, should the supplier fail to respond within the 14 days; and
  - ii. Must assess the reasons provided by the supplier and take the final decision.
- c) If the penalty is imposed, the Accounting Officer must inform National Treasury of the restriction within 7 calendar days and must furnish the following information:
  - i. The name and address of the entity/ person to be restricted;
  - ii. The identity number of individuals and the registration number of the entity; and
  - iii. The period of restriction.
- d) National Treasury will load the details on the Database of Prohibited Vendors.
- e) The restriction period applicable will be based on the value of award/s made to the supplier over a financial year. The table below illustrates the restriction period that will be applicable per the award threshold:

## **22 CONTRACTOR'S LIABILITY**

- 22.1 In the event of the contract being cancelled by the Department in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Department any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Department shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Department may suffer or may have suffered.
- 22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

## **23 RIGHTS TO PROCURE OUTSIDE THE CONTRACT**

- 23.1 If contracted service become available from National Treasury transversal contract, the Department reserve a right to cancel the contract with a winning bidder (s) by giving thirty (30) days' notice. If it in the advantage and interest of the department to participate on transversal contract.

## **24. PATENTS**

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

## **25 WAIVER**

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

## **26 BREACH**

- 26.1 Any termination notice referred to in GCC paragraph 23.1 shall be preceded by written notice requiring the defaulting party to remedy a breach of this contract within seven (7) days of the date of receipt of the notice.
- 26.2 If the defaulting party fails to remedy the breach within the seven (7) days, the aggrieved party shall be entitled without notice, in addition to any other remedy available to them at law or under this contract:
- 26.3 To claim specific performance of any obligation whether or not the due date for performance has arrived; or
- 26.4 To terminate this contract in accordance with paragraph 23.1 of the GCC, against the defaulting party, in either event without prejudice to the aggrieved party's rights to claim damages.
- 26.5 The Contractor shall immediately advice the Department of the same, upon which the Department shall, in its sole and absolute discretion, decide whether to proceed with this contract or to terminate forthwith. Failure by the Contractor to advise the Department of a conflict of interest shall amount to a material breach of this contract.
- 26.6 A Party shall be deemed to be in breach of this Contract should the Party fail to comply with any material provisions of this Contract.
- 26.7 The aggrieved Party shall be obliged to first attempt to settle the matter by way of consultation with the defaulting Party. If the consultation fails, then the aggrieved Party shall promptly give the defaulting seven (7) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party may, without prejudice to any other's right at law:
- 26.7.1 Cancel this Contract in the event the defaulting Party committed a material breach.
- 26.7.2 Claim specific performance by the defaulting Party if such is a competent remedy in the circumstance.
- 26.7.3 Claim damages suffered, as limited under this Contract.

## **27. PREFERENCES**

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

## **28. SEVERABILITY**

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

## **29. EXTENSION OF CONTRACT**

- 29.1 This contract may be extended for a period not exceeding Six (6) months by Accounting Officer or Delegated Official.
- 29.2 Further extension of the contract, authority may be granted by Head of Department: Health.

## **30. CESSION OF CONTRACT**

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

## **31. CONTRACT AMENDMENTS / VARIATIONS**

- 31.1 In amplification of paragraph 18 of the GCC, any amendments/variations, of the Contract shall come into effect in terms of the conditions contained in on "**Contract Amendments/Variations Register**". This register must be signed by the duly authorised signatories of winning bidder and the Head of Department: Health or his/her delegated official.
- 31.2 Contracted winning bidder shall not, in performing its obligation, vary from the terms and conditions stated in this Contract whether by way of addition thereto or by way of omission therefrom, without the prior written consent from the Department (Accounting Officer/delegated official), and no claim on the part of winning bidder for any extra payments on the grounds of any alterations or extra work will be entertained.
- 31.3 If, after the commencement of the contract, the cost or duration of the services is altered as a result of changes in, or in additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter

in respect of the contract, then the contract price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, winning bidder shall furnish the Department with a detailed justification for the adjustment to the contract price.

## **32. INTELLECTUAL PROPERTY**

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

## **33. INSOLVENCY**

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

## **34. DISPUTE RESOLUTION**

- 34.1 If any dispute arises between the Department and Contractor, in connection with the Specification and deliverables, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

## **35. DOMICILLIA CITANDI ET EXECUTANDI**

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

## **36. FIRM PRICES AND ESCALATIONS**

- 36.1 This bid requires that all bid prices offered are firm for the duration of the contract.

### **The Department Physical and Postal Address:**

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

### **The Contractor or Bidder Physical and Postal Address:**

Bidder/ Contractor Name	
Physical Address	



Postal Address:	
Telephone numbers	
Telefax:	
Email Address	

35.1 The parties hereby choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses given on the first page of this Contract. Any notice of any change in such address shall be given in writing by the parties concerned and delivered by hand or sent by registered mail to the other party, upon notification of which address so notified shall serve as the new citandi et executandi.

35.2 A party may at any time change that party's domicile by notice in writing, provided that the new domicile is in the Republic of South Africa and consists of, or includes, a physical address at which the process can be served

35.3 Any notice to a party

35.3.1 Sent by prepaid registered post in a correctly addressed envelope, to it, shall be deemed to have been received on the 7<sup>th</sup> (seventh) day after posting unless the contrary is proved)

35.3.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicile, shall be deemed to have been received on the day of delivery; o

35.3.3 Sent by telefax or email to its chosen telefax or email number, shall be deemed to have been received on the date of despatch (unless the contrary is proved)

## 36. PERIOD OF CONTRACT

36.1 The period of this contract is 3 Years Contract – (36 months)

## **ANNEXURE A**

### **THE NATIONAL TREASURY**

**Republic of South Africa**



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### **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

## NOTES

The purpose of this document is to:

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

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

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

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

- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25. **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

- 5.1. The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

#### **16. Payment**

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

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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 contract 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. The penalties shall be 0.005% of the contract sum per day)

**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 wilful 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.

**35. KZN DOH Official**

- 35.1. The KZN Department of Health Official under the terms of this contract will be appointment per facility or mother/sister CHC/Hospital. The officials capacity/designation will be as a minimum but not limited to the CEO, CFO, Finance Manager, Chief Artisan, Electrician or Electrical or Mechanical Foreman.

**General Conditions of Contract (revised July 2010)**

**SECTION I: RECORD OF AMENDMENTS TO BID DOCUMENTS**

I / We confirm that the following communications amending the bid documents that I / we received from KwaZulu-Natal Department of Health or their representative before the closing date for submission of bids have been taken into account in this bid.

ADDENDUM NO.	DATE	TITLE OR DETAILS

SIGNATURE: ..... DATE: .....  
(of person authorized to sign on behalf of the Bidder)

## **SECTION J: SCOPE OF WORK**

### **1.1. GENERAL**

1. This Specification shall be read in conjunction with all other sections of the Specification and where there is conflict between requirements this specification shall supersede the conflicting other specification.
  - a. Contractor is advised to visit the site and acquaint themselves fully with the site conditions and nature and full extent of work involved prior to submitting their tender. Claims on the grounds of insufficient information in such respects or otherwise will not be entertained by the Department.
  - b. The Department of Health reserves the right to make changes to contractual scope and order amount where equipment quoted for at the time of Tender are post contract award realised to be non-functional or out of service.
  - c. The Department of Health reserves the right to make adjustments to contractual scope by requesting the contractor to submit quotation to add new generator and diesel fuel plant equipment that would have been designed, installed and commissioned after contract award or during contract period.
  - d. The Department of Health reserves the right to not make award of Tender and re-advertise when necessary as seen fit.
  - e. The Department of Health reserves the right to make emergency repairs to keep the equipment in operation without voiding any contractual terms, nor relieving the Contractor of his responsibility during the contract period when, after proper notice, the Contractor fails to attend to such emergency repairs. Where failure would have been caused by the contractor's previous work, all costs incurred by the administration under these circumstances will be for the account of the contractor.
  - f. Where failure would have been caused by the contractor's previous work, all costs incurred by the administration under these circumstances will be for the account of the contractor.

### **1.2 MAINTENANCE AND SERVICING**

The contract is for servicing, maintenance and repairs, replacements and upgrades. Servicing shall be done as per the service and maintenance schedule developed by the Project Leader (Management Hub Engineer) which will serve as the contracted program.

**Where the contractor is called out on breakdowns which result in repairs becoming necessary and depending on the nature and magnitude of the repair, the contractor will be given opportunity to:**

- a. **Upon initial investigation, provide an estimate time and cost to repair prior to commencement of work.**
- b. **Upon initial investigation and in the event of an emergency, initiate a temporary repair and thereafter provide a detailed quotation for the complete repair to be approved by the Project Leader. Should the Project Leader (Management Hub Engineer) be satisfied to be within market values, he or she may issue a formal correspondence to proceed as per sub-sections 1.2.6 & 1.2.8, of this section. This includes all sub-contracted work by the Diesel Tank and Fuel remediation contractor.**



### 1.2.1 Scope

Involves the Preventative and Corrective Maintenance of the Diesel Engine plant and Fuel Tanks and associated equipment for a period of THREE years.

The Contractor shall provide all the necessary tools and equipment to perform the contract works as specified.

Where corrective maintenance works is required, allowance is made for the contractor to be given the opportunity to produce three quotations. Where the selected quotation is market related the contractor may be given formal correspondence as to proceed with the works.

The department may request upgrades to the generator and fuel plant upon submission of a quotation and written approval to conduct the works is given.

The department is however not obligated to appoint the contractor for any corrective maintenance works however allowance has been made by the department for its convenience, as the contractor will be responsible for three year generator plant systems preventative maintenance contract and will award such work to the contractor when deemed necessary.

### 1.2.2 Contract

The maintenance contract, which applies to work executed as part of this specification, will be valid for a period of 36 months (three years) from date of contract signing.

Maintenance must be carried out as per Annexure B: Annual Inspection Sheet.

This maintenance contract is based on the following service frequency schedule:

Table 1: Section J - Maintenance Schedule

EQUIPMENT TYPE	SERVICE FREQUENCY
Diesel Generators	Three times per Annum
Generator Base/Day Tank	Annual
Diesel Bulk Tank	Annual

### 1.2.3 Site

The Contractor will be required to conform to *Act 53 of 1985: Control of Access to Public Premises and Vehicles*, and any other regulations and restrictions affecting access to and use of the site as laid down by the HOD: Health. Contractors should also note that the buildings are occupied and that permission for access should be obtained from the authoritative person on site as designated by the HOD: Health.

### 1.2.4 Accommodation

The Contractor shall be responsible for providing accommodation for his staff as no site accommodation is available.

### 1.2.5 Programme

The Contractor shall within 20 working business days of receiving the appointment, submit to the HOD: Health or his/her designee a maintenance schedule which indicates when each system or piece of existing equipment will be serviced and type of service to be executed per equipment.

Upon approval of the maintenance programme by the Project Leader (Management Hub Engineer), the Contractor shall conduct the maintenance in strict accordance with said programme.

This maintenance schedule as a minimum shall be prepared in accordance with the frequency schedule in sub-section 1.2.2 where equipment OEM manuals are not available. Once this schedule is approved by the HOD: Health or his/her

designees, the Contractor shall do the maintenance in strict accordance with this schedule. The Contractor shall not commence with the maintenance works until all schedules have been approved.

The maintenance schedule will form the basis of contract performance requirement and binding project implementation programme.

The Maintenance Schedule shall include a Health & Safety File for the approval of the HOD: Health or his/her appointed designee.

### **1.2.6 Maintenance and repair instruction**

The Contractor will be accountable to the HOD: Health or his/her designee and will receive written instructions for repairs and reported faulty plant operation solely from the HOD: Health or his/her designee and shall not discuss maintenance and plant operation procedures or pass comment to occupants of the institution or any other person or persons.

All repairs must be approved by the Project Leader in writing or under extenuating circumstances, via cellphone (Messaging App, SMS, Telephonically).

All **major** repair work must include the submission of a technical report for further appraisal and approval by Project Leader (Management Hub Engineer) which shall be followed by a formal instruction to proceed with the works if deemed necessary.

The Project Leader (Management Hub Engineer) may decide to outsource repairs without voiding any contractual terms, nor relieving the Contractor of his responsibility during the contract period where sees fit to do so.

The HOD: Health or his/her designee may decide to outsource repairs without voiding any contractual terms, nor relieving the Contractor of his responsibility during the contract period where sees fit to do so.

### **1.2.7 Normal time and overtime**

All services are to be performed during working hours being 7:30 to 4:30 Monday to Friday inclusive. No overtime will be paid for scheduled maintenance services carried out after hours.

Should any after-hours maintenance work be necessary due to requirement by the HOD: Health or his/her designee (*i.e areas where work is only allowed after hours*) then the time spent to do this work will be paid overtime. The rates for normal and overtime repair works must have been tendered for and included in the Bid returnables document.

### **1.2.8 Break Downs and Call-Outs**

The Contractor shall have staff available on standby on a twenty-four (24) hour basis for the purpose to respond to breakdowns/call-outs, or complaints regarding malfunctioning of the generator/fuel plant. Breakdowns and/or call outs and/or complaints will be reported to the contractor telephonically (cellphone, message, text, Whatsapp) by the appointed DOH Official (Chief Artisan, Systems Manager, CEO, Electrician, Project Leader) and shall be confirmed by email by the Project Leader (Management Hub Engineer). Upon notification, the Contractor shall immediately acknowledge receipt by telephone/sms/Whatsapp, followed by email where possible. It will be the responsibility of the Contractor to respond (be on site at the health facility) to call outs within one (1) hour from the time of call received. Any delays during the travel time to the health facility must be reported immediately and proof must be submitted in

the form of a traffic alert, vehicle breakdown or any and all necessary documentation to detail reasons for the delay and submitted to the Project Leader to approve.

All costs involved rectifying such breakdown and/or failure will be for the account of the Contractor followed by email where possible. It will be the responsibility of the Contractor to respond to call outs within one (1) hour from the time of call received.

A full technical report in writing shall be emailed to the HOD: Health or his/her designee upon completion of the site investigation and resolution thereof. Where repair works is necessary contractor shall refer to clause 1.2 above for guidance.

On cases where repairs are required, quotations should include material costs involved and labour must be based on the Contractors Bid rates and mark-up as per Appendix A&B sections. The quotation shall include the following minimum requirements:

- i. Itemized material costs including mark up
- ii. Any additional cost to be specified

Should it be necessary the HOD: Health or his/her designee will be entitled to adjust the quotations in consultation with the contractor. Should the HOD: Health or his/her designee find that the Contractor or his employees are responsible for a breakdown of the plant component concerned through:

- i. Willful actions
- ii. Neglect of scheduled maintenance regarding the prescribed program
- iii. Incompetence

All costs involved rectifying such breakdown and/or failure will be for the account of the Contractor.

#### **1.2.9 After Service Maintenance Repairs**

All after service plant repair works proposed will be reviewed by the HOD: Health or his/her designee followed by approval to proceed where seen fit.

These repairs will be affected by the quotations requirement and subject to approval by the Project Leader or appointed KZN DOH Official and are not obligatory to be awarded to the service contractor.

#### **1.2.10 Permanent on-site maintenance personnel**

This contract does not call for a permanent on site resident technician however the contractor is obligated to utilize the key resources as included and approved on the tender bid document.

The contractor is required to report to the facility designated person on every site visit before making way to the maintenance or plant service site and produce the details of the key resources to undertake the service works as per

resources approved during tender bid stage. No foreign resource either than that approved during tender bid stage may undertake works under this contract.

#### **1.2.11 Damage to the works**

The Contractor shall exercise due care to avoid causing damage to the buildings, equipment and works during the existence of this Contract.

He/she will be held responsible for any damage caused to works by his/her negligence and shall be liable for all costs incurred in making good such damage to the satisfaction of the HOD: Health or his/her appointed designee.

#### **1.2.11 Contractors' liability in respect of defects**

Any defects or faults which appear within three (3) months from the completion of works or part thereof and the replacement of components and parts of any installation, shall be made good by the contractor within such period as may be determined by the HOD: Health or his/her designee in writing to the contractor.

Should the contractor fail to rectify the defects or faults referred to within 1 calendar month, the HOD: Health or his/her designee shall, without prejudice to any other rights that he/she may be entitled to rectify such defects or faults or to arrange for the rectification thereof and to recover from the contractor any damages which the user and/or HOD: Health or his/her designee may have suffered as a result of the contractor's failure to carry out the terms of the contract.

#### **1.2.12 Replacement/New installations**

Contractor is to make special note of the following:

New installations (where applicable) shall be in accordance with the Occupational Health and Safety Act 85/1993 and all regulations framed therein shall be carried out to the satisfaction of the Department of Health.

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

The work shall at all times, for the duration of the contract, be carried out under the supervision of a skilled and competent person(s) (Certified Electrician and/or Diesel Mechanic/Electrician) authorized to receive and carry out instructions on behalf of the Contractor. A sufficient number of workmen shall be employed at all times to ensure timeous implementation of works.

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

The complete installation shall be maintained for a period of twelve months (12) after acceptance in writing by the Department of Health and shall allow for routine inspections not less frequently than four times a year.

The complete installation must be guaranteed against defective parts and workmanship for a period of twelve months (12) after the date of issue of the Completion Certificate. This period shall run concurrently with the maintenance period. Rates are to include for supply, delivery, testing and commissioning of the complete installation and handing over in working order ready for use.

All replacement parts must be of similar OEM brand as those due to be replaced unless contractor can prove that original part was inferior in design, obsolete or not readily available (within 36 hours).

#### **1.2.13 Spare parts and material**

On appointment, the contractor will be required to check the spares being kept in stock (*if any*) and advise the HOD: Health or his/her designee what additional spares are required to ensure that repairs be expeditiously procured.

For this purpose the contractor will be required to prepare an inventory list for approval by the HOD: Health or his/her designee. The HOD: Health or his/her designee will arrange for the procurement of the spares required.

Should spare parts be required which are not in stock the Contractor may be requested to obtain three quotations for such material/spare parts to submit to the HOD: Health or his/her designee for adjudication and approval. The Contractor will be paid a mark-up as per the contract for the purchase if such materials/parts.

The HOD: Health or his/her designee need to be informed in writing two months in advance regarding the material/parts required to replenish the store.

### **1.3 TESTING AND COMMISSIONING**

All serviced and/or repaired/replaced equipment **must be tested and proven in the presence of the Maintenance Department and Infrastructure Development** before being signed off.

### **1.4 PAYMENT, OMISSIONS AND PENALTIES**

The contractor shall be entitled to receive payment for scheduled maintenance after the completion of scheduled maintenance. Payments shall be based on VAT invoices. The monthly rate for maintenance and servicing to be performed shall be inclusive of the following: Labour, accommodation, travelling and all consumables (Cleaning fluids, grease, oil, coolant, filters cloths, cleaning solvent, touch up paint, any and all other equipment and consumables required for scheduled preventative maintenance.

The scope of maintenance is defined in the document and shall include all actions and costs related to issues such as cleaning of floors, fixing of leaks, greasing of bearing, topping up with oil, coolant, water and filters. Cleaning of all components and system, adjustment and settings required, tightening of all connections and rust prevention treatment.

The Contractor shall be entitled to receive payment on additions to this contract, after the work has been 100 % completed, inspected and approved by the Project Leader (Management Hub Engineer). Such work must have been proposed for review, consideration and approval by the Project Leader (Management Hub Engineer) or appointed KZN DOH Official and this work shall not commence until such approval has been obtained in writing.

If any aspect of the scheduled maintenance and/or servicing is not attended to during that month, written notice shall be given to the Project Leader (Management Hub Engineer) or appointed KZN DOH Official of such cases, with full explanation of why the works were not executed according to schedule. No payment shall be made in respect of that months invoice.

The contractor shall be in default until written notice has been received by the HOD: Health or his/her designee that the issues were attended to and that the work has been inspected and verified by both parties.

The HOD: Health or his/her designee shall respond within 3 (three) working days to inspect the site with the contractor from the date of receiving written notice from the Contractor. The contractor shall only then be entitled to reclaim that month's payment.

Any payment invoice shall be regarded as open and shall be subject to revision and adjustment by the Project Leader (Management Hub Engineer) or appointed KZN DOH Official should the Contractor be found to be in default for any work done. The money related shall be deducted from the next invoice should it be found that the previous month's services were not performed and the related previous invoice was paid.

No invoice amount paid to the contractor shall act as proof that the work has been executed and accepted by the Project Leader (Management Hub Engineer) or appointed KZN DOH Official that will indemnify the contractor of his responsibility and duties regarding the requirements as stated in this documents.

No spare parts are included : All spare parts, components and breakdown call outs will be charged in addition to the contract according to the rates and mark up as bidden for in this contract. Should the representative of the Head: Department of Health or his/her designee in their sole decision find that the spare parts or component failed due to any action caused by the Contractor or any neglect scheduled maintenance action, the Contractor will be responsible for all costs to replace spares and/or components including material labour and travelling costs.

## **1.5 WORK INCLUDED IN THIS CONTRACT BUT TO BE CARRIED OUT BY OTHERS**

It is a condition of this Contract that the contractor enter into a separate agreement with and use the services of the original equipment manufacturers (OEM's) for specialized equipment, where applicable (*advised by DOH*).

The cost of works should be part of the contractors overall Bid price as obtained from the OEM as quotation to enter into the said separate agreement. The maintenance and service work by OEM and the cost thereof will be subject to the same terms and conditions as all other work included in this Contract.

## **1.6 EXCLUSIONS FROM CONTRACT**

- The cost of repairs necessitated by reason of misuse (*other than the misuse by the contractor or his employee*) and the replacement of parts with parts of a different or updated design.
- The following items of the installation are not included or covered by this agreement, Damage to enclosures, surround and sills (*including all finishes and corrosion, wall panels, suspended ceiling, light diffusers, handrails, mirror, carport or floor covering*) telephone, intercommunications system, closed circuit television system and power generating plants; however the conditions of the above items shall be reported. Fire and water damage beyond the control of the Contractor.
- The contractor shall not require to install at his cost any additional equipment to the installation which is recommended or required by Insurance companies, Government, and Provincial, Municipal or any other authority.

## **1.7 PERFORMANCE SPECIFICATION**

The contract is for the Maintenance and Repair of the Generator and Fuel plant within the ILEMBE Health District and the contractor shall execute all maintenance works in accordance with the agreed scope and schedule.

- The Contractor shall not skip or miss any scheduled services per year.
- The Contractor shall for the duration of this contract ensure to hold maintenance coordination meetings with client.
- The contractor shall for the duration of this contract produce every after scheduled maintenance or repair service, an after service report with condition status of plant items under his watch and upkeep and shall establish a file for records.
- The contractor shall for the duration of this contract produce after ever scheduled or repair service, an after service report with condition status of plant items under his watch and upkeep and shall establish a file of records. Contractor shall submit his Invoice together with the after service report. Any deviations to this would be non-performance and be tantamount to non-compliance and breach of contract.
- It is a condition of this contract that for the duration of the contract the Contractor has a competent staff member available on call on a 24 Hour basis to respond to Breakdown Callouts. The protocol of the Breakdown and Callouts is enclosed in the contract Maintenance Specifications section. The contractor shall respond to callout within one (1) hour of receiving the call. Any deviations to this would be non-performance and be tantamount to non-compliance and breach of contract.
- For the duration of the contract, the Contractor shall ensure not to nullify any existing warranties of the existing equipment. Further to this, for any repair works undertaken the contractor shall ensure to replace parts with OEM parts. Any deviations to this would be non-performance and be tantamount to non-compliance and breach of contract.

For the duration of this contract, the maximum allowable downtime for the plant items on the contracted maintenance schedule for the facility shall be as follows:

**Table 2: Section J - Maximum allowable downtime for breakdowns and repairs**

Major Service	1 Days
Minor Breakdown Repairs	4 hours
Major Breakdown Repairs	2 Days

**THE DEPARTMENT IS ENCOURAGING ESTABLISHED ENTITIES TO CONSIDER THE FOLLOWING CRITERIA FOR LOCAL ECONOMIC TRANSFORMATION:**

NO.	LEGAL PRESCRIPT	RELEVANT FINDINGS
1.	The Constitution of the Republic of South Africa, 1996. S217(1)	The Constitution prescribes that when all organs of state <b><u>contract for goods and services</u></b> , they must do so in accordance with a system that is <b><u>fair, equitable, transparent, competitive and cost-effective</u></b> .
2.	The Constitution of the Republic of South Africa, 1996. S217(2)	This Subsection indicates that Section 217(1) does not prevent the organs of state from implementing a procurement policy providing for: <ul style="list-style-type: none"> <li>✓ Categories of <b><u>preference in the allocation of contracts</u></b>; and</li> <li>✓ The protection or advancement of persons, or categories of persons, disadvantaged by unfair discrimination.</li> </ul>
3.	Preferential Procurement Regulations, 2022 in terms of Section 5 of the Preferential Procurement Policy Framework Act ("PPPFA") 2000.	The PPPFA 2022 provides that: 1. If an organ of state decides to <b>apply pre-qualifying criteria to advance certain designated groups</b> , that organ of state <b>must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond</b> : a cooperative with a specific goal: <b>the company to be at least 51% owned by black people</b> ;  An organ of state must, in the tender documents, stipulate— (a) the applicable preference point system as envisaged in regulations 4, 5, 6 or 7; (b) the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal. (2) 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.

## SECTION K: 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 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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 To be completed by the organ of state:

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:

80/20 or 90/10

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps= Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest 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 organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Companies who are at least 51% Owned by Black People	20	0		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

<input type="checkbox"/>	Partnership/Joint Venture / Consortium
<input type="checkbox"/>	One-person business/sole propriety
<input type="checkbox"/>	Close corporation
<input type="checkbox"/>	Public Company
<input type="checkbox"/>	Personal Liability Company
<input type="checkbox"/>	(Pty) Limited
<input type="checkbox"/>	Non-Profit Company
<input type="checkbox"/>	State Owned Company

[Tick applicable box]

- 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:** .....

## SECTION N: EVALUATION CRITERIA

Evaluation will be based on the following:

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

### Phase 1: Minimum Compulsory Requirements

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

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON- SUBMISSION WILL RENDER BIDDERS NON- RESPONSIVE	COMPULSORY (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
Prospective Bidders MUST ensure that the following Sections of the bid document MUST be completed in ALL respects to qualify for the next stage of evaluation:						
1	Section A: Invitation to Bid	Yes	Yes			
2	Section B: Special Instructions	Yes	Yes			
3	Section C: Authority to Sign the Bid	Yes	Yes			
4	Section D: Bidders Disclosure (SBD 4)	Yes	Yes			
5	Section E: Declaration that CSD is Updated with Latest Bidder's Details	Yes	Yes			
6	Section F: Preference Points Claimed	Yes	Yes			
7	Section G: Record of Amendments to Bid Documents	Yes	Yes			
8	Section H: General Conditions of Contract	Yes	Yes			
9	Section I: Special Terms and Conditions	Yes	Yes			
10	Section J: Compulsory Briefing Session	Yes	Yes			
11	Section K: Pricing Schedule	Yes	Yes			
Prospective Bidders MUST provide the following as per the Mandatory Requirements:						
1	Proof of ownership of the bidding entity.	Yes	Yes			
2	Resolution providing Authority to sign the Bid and Contract Documents on behalf of the Bidder.	Yes	Yes			
3	A certified copy of the Consortium / Joint Venture / Partnership agreement.	Yes If Applicable	Yes If Applicable			
4	Certified copy of registration with CPIC must be Submitted in order to qualify for Preference Points For Companies who are at least 51% Owned by Black People.	Yes	Yes			
5	Proof of CSD/ Tax Compliance (TCS Pin/ Valid Tax Clearance certificate/ Valid certificate).	Yes	Yes			
6	Certified copy of proof that the bidder is in good standing with UIF	Yes	Yes			
7	Certified copy of proof that the bidder is in good standing with the Compensation Commission Commissioner	Yes	Yes			
8	Completed Provisional Sum Rates – <b>Annexure D</b>	Yes	Yes			
9	Completed <b>Annexure E: Diesel Fuel Remediation and Tank Cleaning:</b>	Yes	Yes			

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON-SUBMISSION WILL RENDER BIDDERS NON-RESPONSIVE	COMPULSORY (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
	<b>Certificate of Compliance by sub-Contractor</b>					
10	Competency and experience of the tenderer on similar type of maintenance contracts/projects in the form of - Attach Letter of Award/Purchase Order  -Attach Reference Letters - signed by the Institution Client/Engineer /Principal Agent	<b>Yes</b>	<b>Yes</b>			
11	Tenderer's Project Experience of Resources Proposed for the Project Tenderer: - All names and surnames, roles, designations & capacity clearly outlined, CVs and Copies of qualifications for all personnel and MUST include Diesel Mechanic and Electrician with Wireman's License or Installation Electrician.	<b>Yes</b>	<b>Yes</b>			
12	Tenderer's ability to respond to call-outs and breakdowns within the district - Proof of location - Provide Contact details of at least TWO skilled persons (Electrician OR Diesel Mechanic) available 24/7 to respond to emergency callouts and breakdowns.	<b>Yes</b>	<b>Yes</b>			

## Phase 2: Functionality Evaluation Criteria

Bidders shall be evaluated on their execution plan and best practice approach (safety plan).

### TECHNICAL EVALUATION CRITERIA

The Technical evaluation can be seen below. The requirements for the bidder to be functional, a minimum threshold of **70%** should be obtained. The weighting for Functionality at a total of 100% is as follows:

	<u>Evaluation Criteria</u>	<u>Deliverables</u>	<u>Points</u>	<u>Sub-Points</u>		<u>Sub-Criteria</u>
1	Competency and experience of the tenderer on similar type of maintenance contracts/projects	The following documents to reflect the information captured in the schedule of projects: - Attach Letter of Award/Order - Attach Reference Letters - signed by the Institution Client/Engineer /Principal Agent - **Maintenance Contract/Project: is any maintenance contract where the Contractor has been appointed for a minimum of 12 months for the maintenance, service and repair of generators and fuel remediation and of similar value (Not less than R 3 000 000.00)	50 Points	50	Sub-points	Submission of Full information on five (5) or more maintenance contracts/projects of similar project value and scope in the past 10 years or less.
				30	Sub-points	Submission of Full information on two to four (2-4) maintenance contracts/projects of similar project value and scope in the past 10 years or less.
				0	Sub-points	Submission of less than and equal to one (1) maintenance contracts/projects of similar project value and scope in the last 10 years or no information or incomplete information. (0 Points)
2	Tenderer's Project Experience of Resources Proposed for the Project	Tenderer to include the following information: - All names and surnames, roles, designations & capacity clearly outlined, CVs and Copies of qualifications for all personnel.	40 Points	20	Sub-points	Trade Tested Diesel Mechanic with proof of experience (more than 5 years post qualification) in generator maintenance, servicing and repairs. - Attach copy of relevant CV with relevant experience and traceable references (10 points) or else no points will be scored (0 points) - Attach copy of trade test certificate (10 points) or else no points will be scored (0 points).
				20	Sub-points	Electrician with Wireman's Licence OR Installation Electrician with experience (more than 5 years post qualification) in generator servicing, maintenance and repair. - Attach copy of relevant CV with relevant experience and traceable references (10 points) or else no points will be scored (0 points) - Attach copy of trade test certificate AND Wireman's Licence OR installation Electrician Qualifications (10 points) or else no points will be scored (0 points)
3	Tenderer's ability to respond to call-outs and breakdowns within the district	Tenderer to include: - Proof of location	10 Points	10	Sub-points	Submission of Proof of location (Offices/Workshops) within the <b>ILEMBE</b> District (10 Points) or else no points will be scored (0 points).
Total points			100 Points			

Failure on the part of a bidder to submit proof of company registration documents for the specific goals for preferential points together with the bid will be interpreted to mean that preference points for specific goals are not claimed.

1. The department reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the department
2. **The same resources CANNOT be used across multiple district contracts i.e. Technician John Mhlongo assigned to this bid/district should not be assigned to another bid/district in the clinic generator maintenance contracts.**

### Phase 3: Price and Preference Points

#### Phase 3: Price and Preference Points

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

Points for this bid shall be awarded for:

- a.) Price; and
- b.) Specific Goals - Companies who are at least 51% Owned by Black People

The maximum points for this bid are allocated as follows:

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

Points for specific goals will be allocated as follows:

Historically Disadvantaged Individuals (Persons)	POINTS
Companies at least 51% owned by Black People	20
Companies who are at least 51% owned by Black People who are women	0
Companies who are at least 10% owned by youth (persons between the ages of 14 and 35)	0

#### Note:

- i. Ownership verification may be conducted through Central Suppliers Database by National Treasury, through the B-BBEE scorecard attributes or Companies and Intellectual Property Commission (CIPC);
- ii. The evaluation for Price and Preference Points (Specific Goals), will be based on C1.1 Form of Offer and Acceptance and Preferential Procurement (SBD 6.1)

The following special conditions are applicable to the evaluation of this tender:

The Department reserves the right not to award to the lowest bidder.

## SECTION L: PRICING SCHEDULE

	Facility Name	Engine Make	Generator Rating (kVA)	Day/Base Tank Capacity (L/litre)	Number of services during contract period-NINE (9) [THREE (3) per annum]	Cost for Major Generator Service	Total Cost for Generator Servicing for the 36month period	Number of fuel remediation during contract period-THREE (3) (Once per annum)	Cost for Annual Fuel Remediation	Total Cost for Fuel Remediation and Tank Cleaning for the 36month period
1	Amandlalathi Clinic	Duetz	60	650	9			3		
2	Ballito Clinic	Duetz	60	650	9			3		
3	Chibini Clinic	Duetz	60	650	9			3		
4	Darnall Clinic	Duetz	60	650	9			3		
5	Dokodweni Clinic	Duetz	60	650	9			3		
6	Esidumbini Clinic	Duetz	60	650	9			3		
7	Glenhills Clinic	Duetz	60	650	9			3		
8	Groutville Clinic	Duetz	60	650	9			3		
9	Hlomendlini Clinic	Duetz	60	650	9			3		
10	Isithebe Clinic	Duetz	60	650	9			3		
11	Isithundu Clinic	Duetz	60	650	9			3		
12	Kwadukuza Clinic	Duetz	60	650	9			3		
13	Kwanyuswa Clinic	Duetz	60	650	9			3		
14	Macambini Clinic	Duetz	60	650	9			3		
15	Maphumulo Clinic	Duetz	60	650	9			3		
16	Mbhekaphansi Clinic	Duetz	60	650	9			3		
17	Mpumelelo Clinic	Duetz	60	650	9			3		
18	Mthandeni Clinic	Duetz	60	650	9			3		
19	Mwokokohlo Clinic	Duetz	60	650	9			3		
20	Nandi Clinic	Duetz	60	650	9			3		
21	Ndulinde Clinic	Duetz	60	650	9			3		
22	Ohwebede Clinic	Duetz	60	650	9			3		



23	Oqaqeni Clinic	Duetz	60	650	9			3		
24	Oqaqeni Clinic	Duetz	60	650	9			3		
25	Otimati Clinic	Duetz	60	650	9			3		
26	Shakaskraal Clinic	Duetz	60	650	9			3		
27	Thafamasi Clinic	Duetz	60	650	9			3		
28	Umphise Clinic	Duetz	60	650	9			3		
29	Wosiyane Clinic	Duetz	60	650	9			3		
30	Kearsney	Duetz	60	650	9			3		
<b>Sub Total</b>							GS1			FR1
Provision for the sum of R 3 300 000.00 for attending to generator and associated equipment breakdowns and repairs as and when required. All work to be done on this item shall be paid on a <b>Proven Cost</b> of material, transport/travel and labour including any/all other costs associated with the repair.						R3 300 000.00				
<b>Total (GS1+FR1)</b>										

PRICE PAGE

Name of bidder.....	Bid number: <b>ZNB 5217/2024-H</b>
Description: <b>3-YEAR SERVICE, REPAIR AND FUEL REMEDIATION OF CLINIC GENERATORS WITHIN THE ILEMBE HEALTH DISTRICT</b>	
Closing Time 11:00	Closing Date: 30 October 2024

OFFER TO BE VALID FOR **84** DAYS FROM THE CLOSING DATE OF BID.

AMOUNT IN WORDS.....

- \*\*NB\*\***
- 1. The annual unit price will be the applicable (contractual) price per year per item.
  - 2. The total bid price is the price that will be used to evaluate the bid (Adding all the Year 1, 2 and 3 Prices)
  - 3. The Provisional Sum allowance is for day to repairs.

Required by: KZN DEPARTMENT OF HEALTH

-At:


Delivery period (on order) .....

**Failure to comply with the above shall invalidate the offer received.**

Note: All delivery costs must be included in the bid price, for delivery at prescribed destination.

.....	.....	.....	.....
(Signature of Bidder)	Date	(Signature of Witness)	Date

## Annexure B: Annual Inspection Sheet

 <b>health</b> Department: Health PROVINCE OF KWAZULU-NATAL							
Generator Preventative Maintenance Service Programme Monthly Inspections and Annual Service							
Part Two: Annual Service including Diesel Fuel Remediation							
Institution							
Date				Time			
Service carried out by:	Name					Name of Company	
	Signature					Order Number	
Generator Location							
Annual Service - To be carried out by an industry recognised generator service provider. <i>Proof of competency required.</i>							
Procedure to follow before starting generator.				Checked:		Comments	
Items				Yes	No		
1	Check fan belt, condition and tension.						
2	Check fan for any visible damage.						
3	Check radiator hoses and clamps.						
4	Check radiator for any visible damage.						
5	Check all hoses for dust ingress.						
6	Check that water jacket heater is functional.						
7	Check all guards are in position and secure.						
8	Check battery charger.						
9	Check date of installation or replacement of battery.						
10	Drain Radiator and refill with manufacturer's specified coolant.	Make and type					
11	Supply and fit new water filters as per manufacture's specification.	Make and type					
12	Drain engine oil and refill with manufacture's specified engine oil.	Make and type					
13	Supply and fit new oil filters as per manufacture's specification.	Make and type					
14	Supply and fit new fuel filters as per manufacture's specification.	Make and type					
15	Supply and fit new air filters as per manufacture's specification.	Make and type					
16	Check battery condition: (Maintenance Free type)	Casing Leads Box Lugs Battery terminals Clean and tighten connections.					
17	Check battery condition: (Maintained type)	Hydrometer Green: Black: Yellow: Red: Volts: Amps:	Casing Leads Box Lugs Battery terminals Clean and tighten connections.				
18	Check oil level.						
19	Check radiator coolant level.						
20	Check day tank fuel level.						
21	Check air vents on alternator for any obstructions.						
22	Check starter motor mountings for tightness.						
23	Check engine alternator mountings for tightness.						
24	Check generator base and anti vibrations mounts for signs of deterioration.						
25	Drain water trap.						
26							
27							
Procedure to follow after starting and running generator on NO LOAD for 5 minutes.				Checked		Comments	
Items				Yes	No		
28	Check for any leaks - oil, fuel, coolant, exhaust gases.						
29	Check alternator charge operation.						
30	Log engine temperature gauge reading.						
31	Log engine oil pressure reading.						
32	Log generator running hours						
33	Log engine battery voltage						
34	Check low radiator coolant level.						
35	Check all hoses, pipes, fittings and clamps for damage or leaks.						
36	Check exhaust manifold, silencer and pipes.						
37	Shut down generator and check the following: Engine Oil Level Radiator Coolant Level						
38							
Procedure to follow after starting and running generator ON LOAD for 30 minutes.				Checked		Comments	
Items				Yes	No		
39	Log electrical load on the generator						
40	Change over mechanism functional.						
41	Check MDI meters for functionality.						
42	Check Voltage selector for functionality.						
43	Check Phase selector for functionality.						
44							
Annual Service - To be carried out by an industry recognised diesel fuel remediation service provider. <i>Proof of competency required.</i>							
The Generator Service Provider shall engage the services of a recognised diesel fuel remediation sub-Contractor to carry out a full diesel fuel remediation programme on the generator "day tank" as well as the bulk diesel fuel tank as per the specification of the KZN Department of Health. Annexure A							
Items				Checked		Comments	
				Yes	No		
45	Diesel Fuel Remediation in accordance with specification of the KZN Department of Health						
46	Pressure testing of Bulk diesel fuels tanks in accordance with statutory requirements.						
47	Disposal of contaminated diesel fuel.						
48	Supply documented proof of the following:	Diesel Fuel Remediation Laboratory Results Diesel Fuel Tank Pressure Test Results Contaminated Diesel Fuel Disposal Certificate					

**Annexure C: Facility List**

	Facility Name	Generator Rating (kVA)	Day/Base Tank L/litres	Engine Make	Model/Serial Number
1	Nsimbini Clinic	100	400	Deutz	
2	Ntshongweni Clinic	60	450		WR20010241 / WERNA
3	Fredville Clinic	80	450	Deutz	70158299 /DEUTZ
4	Halley Stott Clinic	20	600		
5	Mpumulanga Clinic	60	600	Deutz	BF4M2012 - DEUTZ
6	Amaoti Clinic	60	660	Deutz	
7	Danganya U21 Clinic	60	660	Deutz	
8	Folweni Clinic	60	660		
9	Kwamakutha Clinic	60	660	Deutz	
10	Kwandengezi (LINDELANI) Clinic	60	660	Deutz	
11	Kwangcolosi Clinic	60	660	Deutz	
12	Lindelani Clinic	60	660	Deutz	
13	Magabheni Clinic	60	660	Deutz	
14	Mfume Clinic	60	660		
15	Ntuzuma Clinic	60	660	Deutz	
16	Peaceville Clinic	60	660	Deutz	BFM3C - DEUTZ
17	Qadi Clinic	60	660	Deutz	
18	Sivananda Clinic	60	660	Deutz	
19	Uminini Clinic	60	660	Deutz	
20	Umlazi K-Clinic	60	660		
21	Zwelibomvu Clinic	60	660	Deutz	
22	Molweni Clinic	60	800		
23	Addington Gateway	80	800	Deutz	
24	Beatrice Street Clinic	80	800		
25	Ekuphileni Clinic - L Clinic	80	800		
26	Ezimvini Clinic	80	800		
27	Goodwins Clinic	80	800		
28	Maphephetheni Clinic	80	800		
29	Odidini U21 Clinic	100	800		
30	RK KHAN Gateway Clinic	100	800	Deutz	
31	Umbumbulu U21 Clinic	100	800	Deutz	
32	Umlazi D Clinic	100	800		
33	Umlazi U21 Clinic	100	800	Deutz	
34	Mzomuhle Clinic - Umlazi H	105	800		
35	Nkwali Clinic	105	800		
36	Osizweni Clinic - Umlazi Q	105	800		
37	Umlazi H-Clinic	105	800		
38	Shongweni Dam Clinic	60	1000		CD4045C099915 / JOHN DEERE

## Annexure D: Provisional Sum Rates

SCHEDULE OF RATES AND TARIFFS	YEAR 1			YEAR 2			YEAR 3		
ZNB -----H Contractual Start Date: _____									
1. LABOUR	NORMAL RATE TIME	OVER TIME X 1.5	OVERTIME X2	NORMAL RATE TIME	OVER TIME X 1.5	OVERTIME X2	NORMAL RATE TIME	OVER TIME X 1.5	OVERTIME X2
Artisan/ Technician rate per hour, normal time (excluding labourer)									
Apprentice									
Semi-skilled									
Unskilled									
2. Bought Out Items									
(Excluding VAT) Carried forward									
(Maximum Mark Up = 20% for values R0.00 to R299 999.99)									
(Maximum Mark Up = 15% for values R300 000.00 to R500 000.00)									
(Maximum Mark Up = 13% for values over R500 000.00)									
3. Fuel and Travel									
a. Fuel Rates will be as per <u>AA rates</u> for the given month of Call-Outs/Breakdowns.									
b. Travel will be from: _____									
(insert company name and address) HQ/ Site Office to the Health Facility or the nearest distance to the Health Facility.									

## Diesel Fuel Remediation and Tank Cleaning

1. Scope of Work
2. Technical requirements
3. Certificate of Compliance by sub-Contractor

### Scope of Work required:

The sub-Contractor shall address the following services and disciplines:

- i. Submit Certificate of Compliance by sub-Contractor with completed Bid documents.
- ii. Fuel Sample Extraction and Risk Analysis at an Independent Laboratory to determine compliance to SANS 342 minimum specifications.
- iii. Fuel Quality Monitoring and Risk Assessment Audit.
- iv. Fuel Tank Cleaning and Decontamination.
- v. Fuel Maintenance and Remediation to comply with SANS 342 standards.
- vi. Fuel Spill Prevention, Response and Rehabilitation.
- vii. Fuel Tank Maintenance as per SANS 10089 and SANS 10131, incorporating:
  - a. Fuel Tank and related plumbing integrity testing (Vacusonic and Pressure)
  - b. Observation Well Maintenance, Sampling, Monitoring and Certification.
- viii. Site specific compliance to Health, Safety and Environmental Legislation.

### Technical Requirements/Compliance (Sub-Contractor to ensure the following):

- Compliance with all legislated safety requirements pertaining to in-situ sampling, diesel fuel tank cleaning, fuel remediation, fuel tank maintenance and site specific requirements.
- Only proven accredited tank cleaning and fuel remediation equipment and technology shall be used that has the following:
  - i. A processing flow rate of not less than 1:8 to tank volume ratio.
  - ii. Full spectrum water extraction capability (free, entrained and emulsified water)
  - iii. BV accredited or similar Induction Conditioning fuel remediation technology.
  - iv. Filtration and Separation filtration down to 3 micron.
  - v. Metallic particulate extraction.
  - vi. Bacterial control and diesel fuel algae elimination.
- Service personnel shall be trained, experienced and accredited tank cleaning operators suitably skilled in system operation, fuel remediation procedures and safety requirements
- The Contractor shall have a proven track record of at least five (5) years – (Contactable references to be supplied).
- A process that results in minimal waste/disposal of fuel of less than 1% of tank capacity (excluding water sludge and inorganic debris).

- All contaminated disposable fuels and materials shall be disposed of at an accredited dump site.
  - i. Original documentation shall be provided.
  - ii. Proof of Safe Disposal with accredited Certificate of Compliance to be provided.
  - iii. The Sub-Contractor shall be registered with the Institute of Waste Management of Southern Africa (IWMSA) for the transportation and disposal of contaminated diesel fuel.
- Provide tank cleaning and fuel remediation services to the diesel tanks which will remove/remediate the following:
  - i. Tank bottom debris and sludge.
  - ii. Free, Entrained and Emulsified water extraction.
  - iii. Solid contaminants.
  - iv. Bio-film build-up / accumulation on tank walls and baffles.
  - v. Remediation of the Diesel fuel to comply with SANS 342 specifications.
  - vi. The Contractor shall provide specification sheets of tank cleaning equipment to be utilised.
  - vii. The Contractor shall provide a list of chemicals and dosage ratio's to be used in the tank cleaning and fuel remediation process utilising the **MATERIAL SAFETY DATA SHEET (MSDS)**.
  - viii. Treatment and elimination of algae and bacteria in the fuel and fuel tank.
  - ix. Optic Camera Inspection (Video recording) of fuel tank interior bottom to validate efficiency of tank cleaning service.
- **Upon completion of the service the following procedure shall occur:**
  - i. Draw samples again as per procedure and provide a sample to the institutions authorised designee.
  - ii. Provide written confirmation of completion and successful remediation and cleaning per tank.
  - iii. Record the volume of waste generated from each tank, remove from site and arrange for disposal at an accredited waste disposal facility.
  - iv. Obtain the institutions authorised designee signature on an appropriate document confirming the above.
  - v. Provide a waste disposal certificate confirming that the waste has been received from an accredited waste disposal facility for such waste.
  - vi. Transportation of waste generated on site shall be in accordance with AARTO / IWMSA regulations and proof of registration thereof shall be provided.

- **Tank Integrity Testing**

According to SANS specifications, all above ground diesel fuel tanks shall undergo a pressure tank integrity test. All underground tanks and their related plumbing must undergo a Vacusonic tank integrity test. This must be done once every two (2) years.

The Standard Operating Procedure (SOP) shall incorporate the following:

- i. Before and after readings of diesel fuel levels must be taken for each tank.
- ii. The tanks and all related plumbing must be subjected to a pressure (Negative on underground tanks and Positive on above ground tanks) of least 0.5 Bar for a time duration of not less than 30 minutes.

- iii. During this testing, ultrasonic leak detection equipment shall be utilised.
  - iv. A report for each tank shall be provided detailing the result and a certificate issued.
- **Liability**
  - i. The sub-Contractor shall accept liability of poor craftsmanship, incorrect work procedures, insufficient training and product knowledge, incorrect equipment and technologies applied and shall provide proof of sufficient liability cover.
- **Health & Safety**
  - i. The sub-Contractor shall provide a comprehensive and audited Health and Safety file relating to all disciplines of work described in the Scope of Work above.
  - ii. A Baseline Risk Assessment shall be provided with the Bid Documentation.
  - iii. A Pre-task Risk Assessment with a Work Method Statement shall be provided before work shall commence on site.
  - iv. A Site Specific Working File shall accompany any Contractor whilst on site.
- **Area of operation**
  - i. The sub-Contractor shall have sufficient representation throughout the KwaZulu-Natal Province to ensure timely service and emergency response at all KZN Department of Health institutions where diesel fuels are being stored for use by diesel generators.
  - ii. The sub-Contractor shall be held responsible for cleaning up any pollution, spillage or damaged caused through negligence by sub-Contractors employees within the perimeter of the health institution involved.
- **Additional Bid Information**

Visit to site: It is required that the Contractor / sub-Contractor or his/her representative visit the sites prior to Bidding in order to familiarise themselves to ascertain the total scope of the work entails. In order to visit the sites the Contractor / sub-Contractor shall at their own expense arrange with the various institutions to visit the sites during normal working hours to obtain further details.
- **Additional Terms and Conditions for Tank Cleaning**

The sub-Contractor shall supply the following:

  - i. A letter of good standing from the Office of the Compensation Commissioner.
  - ii. A Disposal Certificate by an accredited toxic waste disposal company.
  - iii. A Department of Labour Letter of Appointment of a Responsible person.
  - iv. A Baseline Risk Assessment.
  - v. As required by the OHS Act, at least one person shall have a minimum Level 1 First Aid Certification.
  - vi. Testing equipment complete with valid calibration certification.
  - vii. Additional equipment such as fibre optic camera of pipes and tanks.



# CERTIFICATE OF COMPLIANCE BY SUB-CONTRACTOR

THIS CERTIFICATE SHALL BE SUBMITTED WITH THE COMPLETED BID DOCUMENTS

CONTRACTORS NAME: \_\_\_\_\_

SUB-CONTRACTORS NAME: \_\_\_\_\_

**Delete whichever is not applicable**

I/we am/are fully aware of the Bid requirements and am/are capable of supplying the required service/s strictly in accordance with the Bid Conditions, Special Conditions and Specifications supplied by the KZN Department of Health.

I/we hereby certify that:

(Company): \_\_\_\_\_ obtained a quote from me/us to supply the service of diesel fuel remediation and tank cleaning listed in Bid No: \_\_\_\_\_

I/we further certify that i/we have the necessary infrastructure at my/our disposal to execute the service.

I/we, the Sub-Contractor/s am/are willing to allow the KZN Department of Health Officials access to my/our premises for inspection purposes if required to do so.

Sub-Contractor Contact Person: \_\_\_\_\_

Address of Sub-Contractor: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Cell No. \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Sub- Contractor

Witness

1. \_\_\_\_\_ Date: \_\_\_\_\_

2. \_\_\_\_\_ Date: \_\_\_\_\_

**Please note: A false declaration shall result in the probable disqualification of the prospective Sub-Contractor.**