



**health**

Department of  
**Health**  
North West Province  
REPUBLIC OF SOUTH AFRICA

Cnr Sekame & First Street  
New Office park  
Mafikeng, 2745  
Private Bag X2068  
MMABATHO, 2735

Tel: (018) 391 4386  
Enq: Ms D Ngakantsi  
dngakantsi@nwpg.gov.za  
[www.nwhealth.gov.za](http://www.nwhealth.gov.za)



## SUPPLY CHAIN MANAGEMENT DIRECTORATE

### INVITATION TO BID: NWDOH 29/2021: SUPPLY, INSTALLATION AND COMMISSIONING OF STANDBY GENERATORS AT THE KERKSDORP/ TSHEPONG HOSPITAL COMPLEX, DR KENNETH KAUNDA DISTRICT, NORTH WEST PROVINCE, GRADE 3EP / 3 EB OR HIGHER

Open bids are hereby invited for Supply, Installation and Commissioning of Standby Generators at the Kerkisdorp/ Tshepong Hospital Complex, Dr Kenneth Kaunda District, North West Province Grade 3EP / 3 EB or higher;

The conditions contained in the Preferential Procurement Policy Framework Act and 2017 PPPFA Regulations, National Treasury Implementation Guide: Preferential Procurement Regulations 2017, the General Conditions of Contract (GCC) and/ NEC 3 Engineering & Construction Contract, i.e. Annexure "A" and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.

1. The work procedure the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
2. All the documents accompanying this invitation to bid must be completed in detail where applicable, and together with all documentation required in considering the bid, be sealed in an envelope and be deposited in the bid box before the closing date and time.
3. The proposals in a sealed envelope and marked with the Bid Number , Company Name, Closing Date and Closing Time should be deposited in the Bid Box situated at the entrance of the **Department of Health North West, New Office Park Building, Ground floor, Corner First Street and Sekame, Mmabatho [Behind the Crossing Mall]. No correspondence will be entered into regarding non-submission/attachment of required documents after bid closure. Failure to submit all the required documents will render your bid non-responsive**
4. Duly completed and signed original bid documents issued by the Department should be sealed in an envelope marked:

**Bid number** : **NWDOH 29/2021**  
**Company Name** :  
**Closing date** : **01 FEBRUARY 2022**  
**Closing time** : **11H00**

**NB. DUE TO COVID 19 DISASTER MANAGEMENT REGULATIONS, THERE WILL BE NO BRIEFING SESSION HOWEVER TECHNICAL QUESTIONS OR ENQUIRIES CAN BE SEND TO Mr M Manhivi @ mmanhivi@nwpg.gov.za**

No telegraphic or facsimile bids will be considered.

**5. In terms of the PFMA Treasury Regulations 2005:-**

**A. Regulation 16A9. 1 [e] and [f]** the Accounting Officer of the Department may-

- i. Reject a proposal for the award of a contract if the recommended bidder has committed a corrupt or fraudulent act in competing for the particular contract, or
- ii. Cancel a contract awarded to a supplier of goods or services

- If the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract, or
- If any official or other role-player committed any corrupt or fraudulent act during the bidding process or the execution of that contract that benefitted that supplier.

**B. Regulation 16A9.2 [a] and [b]** the accounting officer or accounting authority-

- i. May disregard the bid of any bidder if that bidder, or any of its directors-

- Have abused the institution's supply chain management system
- Have committed fraud or any other improper conduct in relation to such system.

**C. Bidders may NOT buy gifts for or ask for cell phone numbers from Bid Committee Members or contract managers during briefing sessions, evaluation and adjudication of bids. In terms of the NATIONAL TREASURY MINUTE3/3/3/2/10 DATED 23 APRIL 2006-CODE OF CONDUCT FOR BID ADJUDICATION COMMITTEES governing the Conduct of all Bid Committees, Stakeholders and SCM Practitioners involved in the SCM processes:-**

- i. Bid information and documentation are confidential
- ii. No unauthorized communication should be made with a bidder/contractor by any member, stakeholder or SCM Practitioner prior to or after any meeting during the evaluation and adjudication of bids

**D. In terms of the NATIONAL TREASURY SCM PRACTICE NOTE NUMBER: SCM 4 OF 2003; CODE OF CONDUCT FOR SUPPLY CHAIN MANAGEMENT PRACTITIONERS -**

"6.5. No person should:-

"6.5.1 Interfere with the supply chain management system of an institution

"6.5.2 Amend or tamper with any bid after its submission

6. Bidders should ensure that all the relevant documentation required in considering bids are submitted. **No correspondence will be entered into regarding non-submission/attachment of documents. Failure to submit all the required documents will render your bid non-responsive**
7. The Department will not be held responsible for missing or duplicated documents. **Bidders are required to sign, number sequentially and put a company stamp on each page of the bidding documents. Bid documents must be binded.**
8. It is the ultimate responsibility of every bidder to ensure that his/her bid is duly deposited in the Bid Box situated at the entrance of the Department of Health North West, New Office Park Building, Ground floor, Corner First Street and Sekame, Mmabatho on time before the closing date and time. **The Department of Health shall not be held responsible for any couriered bid documents that do not reach the Bid Box by the Closing date and time. –Couriered documents must be deposited in the bid box by Couriers before the closing date and time .No correspondence will be entered into regarding late bids and couriered documents that were not deposited in the bid box by the bid closing date and time.**
9. The Department of Health reserves the right to accept any bid in whole or in part and the Department **does not bind itself to accept the lowest or any bid in whole and price alone is not a determining factor.**
10. National Treasury has per Circular no 1 OF 2015/2016 dated 21 December 2015 given instructions to all PFMA Institutions that with effect from 01 April 2016, no quotation or bid may be awarded to any supplier who is not registered as a Prospective Supplier on the National Treasury Central Service Provider Database [CSD] ]. If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database are updated and valid. Bidders should further note that the Central Supplier Database (CSD) will be utilized to confirm compliance to tax and other related matters. It is therefore the bidder's responsibility to ensure compliance in all respects.
11. For more information please contact the following:

**ADMINISTRATION ENQUIRES:**

- Ms D Ngakantsi at 018 391 4239/ E-mail: [dngakantsi@nwpg.gov.za](mailto:dngakantsi@nwpg.gov.za)
- Ms T Moekwa at 018 391 4558/ E-mail: [diphokot@nwpg.gov.za](mailto:diphokot@nwpg.gov.za)

### **TECHNICAL ENQUIRIES:**

- Mr. M. Manhivi at (061) 383 1886/ E-mail: [mmanhivi@nwpg.gov.za](mailto:mmanhivi@nwpg.gov.za)

Potential bidder(s) must reduce all telephonic enquiries to writing and send them to the above email addresses.

### **12. CONDITIONS TO BID**

This bid is issued under the condition that the bidder should at any stage during production or execution or on completion of the bid be subject to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the Department of Health or organization acting on behalf of the State. The bidder shall provide, if required, all required facilities for inspections, tests and analysis of the land available, apparatus which may be required for the purpose of such inspection, tests and analysis free of charge unless otherwise specified. The bidder also agrees that the financial standing of the bidder may be examined as part of the inspection

### **13. RISK ANALYSIS**

A risk analysis as per applicable legislation and prescripts shall be used to establish the competency and ability of the successful bidder for the project

### **14. BID REQUIREMENTS**

- a. Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time.
- b. Bids will be valid for a period of 90 days.
- c. All bid prices must be quoted in South African currency and must be VAT inclusive.
- d. All the Relevant Forms attached to this bid document must be completed and signed in black ink where applicable by a duly authorized official. Use of tippex and pencil in the bid document are not allowed. Where cancellation has been made, bidders should endorse with a signatures

### **11 MANDATORY BID ADMINISTRATION DOCUMENTS TO BE SUBMITTED BY ALL BIDDERS:**

- 11.1 National Treasury has per **NATIONAL TREASURY INSTRUCTION NO.1 OF 2015/2016 ADVERTISEMENT OF BIDS AND THE PUBLICATION OF AWARDS ON THE e-TENDER PUBLICATION PORTAL dated 01 April 2015** prescribed the mandatory advertisement of bids on the etender Publication Portal by all departments. Constitutional institutions and public entities listed In Schedules 2 and 3 to the Public Finance Management Act (PFMA). 1999 (Act No.1 of 1999), hereafter referred to as PFMA compliant institutions. This application is aimed at ensuring that all potential service providers have easy access to advertised bids and are provided with an opportunity to supply PFMA compliant institutions with goods and services, as they may require. With effect from 1 May 2015, all

PFMA compliant institutions must submit the following information to the relevant treasury's e-Tender Publication Administrator in support its advertisement:

- (a) Bid description;
  - (b) Bid number;
  - (c) Name of the PFMA compliant institution;
  - (d) The place where the bid is required;
  - (e) The closing date and time of the bid;
  - (f) The PFMA compliant institution's contact details (postal and physical address, Telephone number, etc.);
  - (g) The place where bids can be collected;
  - (h) The place where bids should be delivered; and
  - (i) The bid document, that is,
- Invitation to Bid-which explains the mandatory bid administration requirements and the evaluation criteria, to be complied with by all bidders.
  - Mandatory SBD Forms Prescribed by National Treasury- to be completed by all Bidders without exception
  - Technical Bid Specifications/Terms of Reference OR Bill of Quantities requirements - depending on the technical nature of the bid.

#### **11.2 MANDATORY BID ADMINISTRATIVE REQUIREMENTS/CRITERIA TO BE USED IN EVALUATING A BID**

The National Treasury **Supply Chain Management Circular Ref 3/4/3/2/10 dated 10 May 2005**: Page 2 Paragraph 1 stipulates that "Bids may only be evaluated in accordance with the evaluation Criteria stipulated in the bid documentation"

All the under-mentioned documentation /criteria required to evaluate this bid must be sealed in an envelope and be deposited in the bid box before the closing date and time.

#### **ALL BIDDERS ARE REQUIRED TO ENSURE THAT THE FOLLOWING DOCUMENTS ARE ATTACHED:-**

- (a) Original, fully completed and signed applicable mandatory SBD Bid Documents and Preference Claim Forms in terms of the Preferential Procurements Regulations and National Treasury SCM prescripts. **NB. All Bidders are required to fully complete the mandatory SBD forms (SBD form 1, 3.1, 4, 6.1, 8 and 9) as required by the National Treasury PFMA prescripts and the PPPFA Regulations AND to fully complete all other forms as required**

**by the specification, without fail. Any bidder having not complied with these requirements shall be disqualified.**

Certified copies of Identity Documents of the Directors / Main Shareholders of the company.

**NB. REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION-PROCLAMATION NO.R 1258 DATED 21 JULY 1972[ AMENDED BY G.N. R1648 OF 19 AUGUST 1977, G.N.R 1428 OF 11 JULY 1980 AND G.N.R 774 OF 23 APRIL 1982]- CONSTITUTIONAL AND JUSTICE DEPARTMENT**

The above RSA Proclamation /Government Gazette governs the Appointment the Commissioners of Oaths and certification of documents and provide as follows:-

**PROCEDURE FOR CERTIFYING DOCUMENTS**

- a. *"If the Commissioner of Oaths is sure that the copy is in fact a true copy of the original document and no unauthorised amendments have been made, the commissioner of oaths must write down or stamp that he/she certifies that the document is a true copy of the original document and that there are no indications that the original document has been altered by an unauthorised persons."*
- b. *"Thereafter the Commissioner of oaths must append a signature and also print out name, designation, contact particulars and date[ ...of certification]"*

**"LEGAL IMPLICATIONS**

*"6 .If copies of documents are not certified correctly as true copy of the original, the Commissioner of Oaths who certified the documents, may find himself/herself in the Court as a co-accused for assisting someone to commit fraud or as a witness to give evidence on the falsified documents"*

**COMPANIES INTELLECTUAL PROPERTY COMMISSION –NOTICE NUMBER 45 OF 2016- OBJECTION REGARDING CERTIFICATION OF DOCUMENTS-PROVIDE AS FOLLOWS:-**

*"CPIC has observed the inconsistency of certified documents submitted for various transactions. Certification of documents must have the following:-*

- '1. *There must be clear full names, surnames and signature of the person who certifies the document."*
- "2. *In the event of certification being done by SAPS, then in addition to the above, there must be a Force Number.*
- "3. *There must be Practise Number where an Auditor or Accounting Officer are certifying the documents.*
- "4 *Certification stamp date MUST NOT BE OLDER THAN SIX MONTHS."*

**COMPANIES INTELLECTUAL PROPERTY COMMISSION –NOTICE NUMBER 54 OF 2016-  
REQUIREMENTS REGARDING CERTIFICATION OF DOCUMENTS-effective from 01  
November 2016-provides as follows:-**

*"The following amongst other things must be complied with when certifying the document as a true copy of the original*

- *"Certification date stamp must not be older than six months"*
- *"The full names and surname, date, designation and signature of the Commissioner of Oaths who certifies the document"*
- *"The Commissioner of Oaths must append a signature and also print out name, designation, contact particulars and date"*

(b) Valid Tax Clearance Certificate/ Tax Compliance Status PIN or CSD Report-  
The Department will also verify the tax compliance status of bidder

(c) Only Bidders who collect bid documentation from the Health Department must attach a General Revenue Receipt of **Two Hundred Rand (R200-00)**. Original or Copy of stamped Bank Deposit slip or Electronic Transfer printout or Departmental Revenue Receipt reflecting the name of the Bidder and Bid Number –**Bidders are encouraged to download the bid documentation from the E-Tender Website due to current pandemic (Lockdown regulations)**.

<b>Bank Name</b>	<b>: FNB</b>
<b>Account Name</b>	<b>: NW Health</b>
<b>Account holder</b>	<b>: NWPG</b>
<b>Branch code</b>	<b>: 250655</b>
<b>Account number</b>	<b>: 62811730747</b>

(d) Copy of Company Registration Certificate from the Registrar of Companies of all Parties indicating the names of directors or main shareholders of the company. **NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company.**

(e) Bidders are required to submit original and valid B-BBEE Status level Verification Certificate or certified copies thereof, or confirmation letter, together with their bids, to substantiate their B-BBEE rating claims. An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017

(f) Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE.

(g) **In the case of joint venture (JV) or Consortium the following documents must be attached to the Bid documents:-**

- Valid Tax Clearance Certificate pin of all Partners- / Tax Compliance Status PIN or CSD report- The Department will also verify the tax compliance status of bidder
- Certified copies of Identity Documents of all Directors / Main Shareholders of the company not older than six months.- **[IN COMPLIANCE WITH REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION-PROCLAMATION NO.R 1258 DATED 21 JULY 1972[ AMENDED BY G.N.R 1648 OF 19 AUGUST 1977, G.N.R 1428 OF 11 JULY 1980 AND G.N.R 774 OF 23 APRIL 1982]-CONSTITUTIONAL AND JUSTICE DEPARTMENT read together with COMPANIES INTELLECTUAL PROPERTY COMMISSION –NOTICE NUMBER 45 and 54 OF 2016- CERTIFICATION OF DOCUMENTS ]**
- Joint venture agreement duly signed by all parties
- Only Bidders who collect bid documentation from the Health Department must attach a General Revenue Receipt of **Two Hundred Rand (R200-00** [Original or Copy]—Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement
- A certificate or agreement regarding shareholder -ship of members
- Copies of Company Registration Certificates from the Registrar of Companies of all Parties to a Joint Venture indicating the names of directors or main shareholders of the companies to the joint venture.-**NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company**
- Original Certificate or Original Certified copy of the Consolidated B-BBEE Status level verification Certificate or confirmation letter.-An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential

Procurement Regulations 2017--Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE

- (h) A Trust, consortium or a joint venture are required to submit a Consolidated-BBEE Status Level Verification Certificate for every separate bid
- (i) Public entities and tertiary institutions are required to submit B-BBEE Status level verification certificates together with their bids

**NB. SHOULD ALL THE DOCUMENTS STATED ABOVE NOT BE ATTACHED, YOUR BID WILL BE DECLARED INVALID.**

All the bid documents should be completed, signed and sealed in an envelope and deposited in the Bid Box, situated at the entrance of the **Department of Health North West, New Office Park Building, Ground Floor, Corner First Street and Sekame, Mmabatho.**

## **12. VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES**

- AO/AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:
  - Tenderers other than EMEs
    - I. Verification agencies accredited by SANAS; or
  - Tenderers who qualify as EMEs
    - II. Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

## **13. VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES**

### **13.1 Verification agencies accredited by SANAS**

- 13.1.1 These certificates are identifiable by a SANAS logo and a unique BVA number.
- 13.1.2 Confirmation of the validity of a B-BBEE Status Level Verification Certification can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on [http://www.sanas.co.za/directory/bbee\\_default.php](http://www.sanas.co.za/directory/bbee_default.php)
- 13.1.3. The relevant BVA may be contacted to confirm whether such a certificate is valid.
- 13.1.4 As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:

- The name and physical location of the measured entity
- The registration number and, where applicable, the VAT number of the measured entity;
- The date of issue and date expiry;
- The certification number for identification and reference;
- The scorecard that was used ( for example QSE, Specialized or Generic);
- The name and / or logo of the Verification Agency;
- The SANAS logo
- The certificate must be signed by the authorized person from the Verification Agency; and
- The B-BBEE Status Level of Contribution obtained by the measured entity

#### **14. VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs**

- 14.1. In terms of the Generic Codes Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME
- 14.2 in instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R10 million. In such instances, the relevant sector Charter threshold will therefore be used as a basis for a potential bidder to qualify as an EME. (For example the approved threshold for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively)
- 14.3 An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the preferential procurement regulations 2017.
- 14.4 An EME that is regarded as a Specialized Enterprise is required to submit a sworn affidavit confirming their annual turnover/allocated budget/ gross receipt of R10 million or less and level of percentage black beneficiaries to claim points as prescribed by regulation 6 and 7 of the preferential procurement regulations 2017.
- 14.5 An EME may be measured in terms of the QSE scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is in this context that an EME may submit a B-BBEE verification certificate

#### **15. FUNCTIONAL REQUIREMENTS**

The evaluation criteria for measuring functionality, the weight of each criterion, the applicable values as well as the minimum qualifying score for functionality are contained in the technical Bid Specifications.

16. **2017 PPPFA REGULATIONS: 2017 NATIONAL TREASURY IMPLEMENTATION GUIDE**

**"14. SUB CONTRACTING AS A CONDITION OF TENDER FOR PROCUREMENT ABOVE R30 MILLION [Regulation 9]**

"14.1 The regulation states that if feasible to contract above 30 million, an organ of state must apply sub-contracting to advance designated groups."

"14.2 The term "feasible" is used in recognition of the fact that it may not always be possible to sub-contract in all tenders due to the nature of some tenders for instance, it may not be possible to sub-contract one piece of machinery that is above 30 million."

"14.9 In the case of construction and built environment sectors nothing prevents bidders / contractors /suppliers to select sub-contractors from the CIDB database who are registered on the CSD for the purposes of compliance with minimum 30% compulsory sub-contracting provisions"

"14.12 The responsibility to sub-contract with competent and capable sub-contractors rests with the main contractor/supplier "

**16. EVALUATION CRITERIA FOR THIS BID IS AS FOLLOWS**

**16.1 CIDB GRADING: 3EP / 3EB or higher**

16.2 80/20

- 80 = Price; NOTE: All bid price/s should be VAT inclusive.
- 20 = Preferential Points(Points will be allocated according to B-BBEE Rating)

<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>NUMBER OF POINTS (80/20)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
<b>Non-compliant contributor</b>	0

**CHIEF DIRECTOR: SUPPLY CHAIN MANAGEMENT**

**DATE:**

2021/207

**INVIT/ NWDOH 29/2021**

<b>COMPLIANCE CHECKLIST</b>		
<b>NB. THE BIDDERS MUST COMPLETE THE CHEKLIST TO VERIFY/CONFIRM WHETHER A BIDDER HAS ATTACHED ALL OF THE MANDATORY BID ADMINISTRATIVE REQUIREMENTS</b>		
<b>NO</b>	<b>REQUIREMENT</b>	<b>HAVE YOU ATTACHED</b>  <b>Answer Yes or No</b>  <b>YES or NO</b>
1	Compulsory Briefing session	N/A
2	General Revenue Receipt should be attached by all bidders who obtained hardcopy bid documentation at the Offices of the Health Department-.Original Bank Deposit slip or Electronic Transfer printout or Departmental Revenue Receipt reflecting the name of the Bidder and Bid Number. <b>NB–Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement. Bidders are encouraged to download the bid documentation from the E-Tender Website due to current pandemic (Lockdown regulations).</b>	
3	Original, fully Completed and signed applicable Bid Documents and Preference Claim Forms in terms of the Preferential Procurement Regulations. NB. All Bidders are required to fully complete the SBD forms as required by the National Treasury PFMA prescripts and the 2017 PPPFA Regulations <u>AND</u> fully complete all other forms as required by the specification, without fail. Any bidder having not complied with these requirements shall be disqualified. [Each of the following SBD form must be fully completed and signed.]	
3.1	Availability of signed and fully completed SBD 1- Invitation to bid	
3.2	Availability of signed and fully completed SBD 3.1- Pricing Schedule – Firm Prices	
3.3	Availability of signed and fully completed SBD 4-Declaration of Interest	
3.4	Availability of signed and fully completed SBD 6.1 -Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017	
3.5	Availability of signed and fully completed SBD 8- Declaration of Bidders past Supply Chain Management practices.	
3.6	Availability of signed and fully completed SBD 9-Certificate of Independent Bid Determination	
4	Certified copies of Identity Documents of all Directors / Main Shareholders of the company not older than six months.- <b>[IN COMPLIANCE WITH REGULATIONS GOVERNING THE</b>	

	ADMINISTERING OF AN OATH OR AFFIRMATION-PROCLAMATION NO.R 1258 DATED 21 JULY 1972[ AMENDED BY G.N. R 1648 OF 19 AUGUST 1977, G.N.R 1428 OF 11JULY 1980 AND G.N.R 774 OF 23 APRIL 1982]-CONSTITUTIONAL AND JUSTICE DEPARTMENT read together with COMPANIES INTELLECTUAL PROPERTY COMMISSION – NOTICE NUMBER 45 and 54 OF 2016- CERTIFICATION OF DOCUMENTS ]	
5	Valid Tax Clearance Certificate / Tax Compliance Status PIN or CSD Report-  <i>Indicate the expiry date[s] of all the TCC</i>  The Department will also verify the tax compliance status of bidder	
6	<i>Copy of Company Registration Certificate from the Registrar of Companies of all Parties indicating the names of directors or main shareholders of the company. <b>NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company without fail</b></i>	
7	<b>TOTAL BID PRICE INCLUDING VAT</b>  <b>AMOUNT.....</b>	
8	Bidders are required to submit original and valid B-BBEE Status level Verification Certificate or certified copies thereof, or confirmation letter, together with their bids, to substantiate their B-BBEE rating claims. Confirmation not older than six months.  An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017-  -Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE	

<b>9 IN THE CASE OF JOINT VENTURE (JV) OR CONSORTIUM THE FOLLOWING DOCUMENTS MUST BE ATTACHED TO THE BID DOCUMENTS</b>		
9.1	<p>Valid Tax Clearance Certificate of all Partners- / Tax Compliance Status PIN or CSD report-</p> <p>The Department will also verify the tax compliance status of bidder</p> <p><i>Indicate the expiry date[s] of all the TCC of the JV partners.</i></p>	
9.2	<p>Certified Copies of Identity Documents of all Directors / Main Shareholders of all Parties to the Joint Venture not older than six months.- <b>[IN COMPLIANCE WITH REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION-PROCLAMATION NO.R 1258 DATED 21 JULY 1972[ AMENDED BY G.N. R 1648 OF 19 AUGUST 1977, G.N.R 1428 OF 11JULY 1980 AND G.N.R 774 OF 23 APRIL 1982]-CONSTITUTIONAL AND JUSTICE DEPARTMENT read together with COMPANIES INTELLECTUAL PROPERTY COMMISSION – NOTICE NUMBER 45 and 54 OF 2016- CERTIFICATION OF DOCUMENTS ]</b></p>	
9.3	<p>Joint venture agreement duly signed by all parties</p>	
9.4	<p>General Revenue Receipt should be attached by all bidders who obtained hardcopy bid documentation at the Offices of the Health Department.-Original Bank Deposit slip or Electronic Transfer printout or Departmental Revenue Receipt reflecting the name of the Bidder and Bid Number <b>NB–Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement</b></p>	
9.5	<p>Copies of Company Registration Certificates from the Registrar of Companies of all Parties to a Joint Venture indicating the names of directors or main shareholders of the companies to the joint venture.- <b>NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, certificates which indicate the names of all Directors or main shareholders of the Company, without fail.</b></p>	
9.6	<p>Original Certificate or Original Certified copy of the Consolidated B-BBEE Status level verification Certificate or confirmation letter.</p> <p>An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017-</p> <p>Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors</p>	

	to B-BBEE do not qualify for preference points for B-BBEEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE	
10	A Trust, consortium or a joint venture are required to submit a consolidated B-BBEEE Status Level Verification Certificate for every separate bid	
11	Public entities and tertiary institutions are required to submit B-BBEE Status level verification certificates together with their bids	
12	Duly completed and signed original bid documents issued by the Department should be sealed in an envelope marked:  Bid number : NWDOH 29/2021 Company Name : Closing date : <b>01 FEBRUARY 2022</b> Closing time : 11H00	
13	<i>Address and contact details:</i>	

**SIGNATURE BY BIDDER:** .....

**DATE:** .....



## DEPARTMENTAL BID SEPFICIACTION COMMITTEE

### 1. NAME OF BID

Supply, Installation and Commissioning of Standby Generators at the Kerksdorp/  
Tshepong Hospital Complex, Dr Kenneth Kaunda District, North West Province

### 2. PURPOSE OF BID

To invite bids For Supply, Installation and Commissioning of Standby Generators at  
the Kerksdorp/ Tshepong Hospital Complex, Dr Kenneth Kaunda District, North  
West Province

### 3. BACKGROUND INFORMATION

Over the few years, we have seen increase in number of power outages due to  
increase of copper theft, load shedding and faults in electric distribution lines and  
substations. Standby generator comes in as an independent source of  
electrical power that supports electrical systems on loss of normal power supply.  
These generators operate automatically within few seconds of a power outage. It  
has been a standard in our Clinics and Hospitals that operates 24hr to be  
equipped with generators in order to prevent interruption of services in these  
facilities during power outages.

Currently, three of generators at the Tshepong Hospital and Kerksdorsp Hospital  
has reached its life span. These machines were installed in 1972. It is no longer  
economical to repair the generator. Spare parts of these machines are no longer  
available on the market. The Directorate hereby propose to appoint contractor  
that will be responsible for supply, deliver, install and commissioning Standby  
Diesel Generators for at Tshepong Hospital set in accordance with a Contract  
Document.

#### 4. TIME FRAME/DURATION OF TENDER

12 weeks from approval of the drawing. Penalties will be applied thereafter.

#### 5. EXPECTED DELIVERABLES AND OUTCOMES

- Reliable back-up power supply

#### 6. BIDDER REQUIREMENTS

- The bidder must be registered with the Construction Industry Development Board (CIDB) with an appropriate Contractor Grading Designation. For this project the bidder shall have a CIDB contractor Grading Designation of Grade 3EP/ 3EB or higher;
- The bidder must provide a valid COIDA Certificate ( letter of good standing)
- The Bidder shall submit a certificated copy of ISO 9001 certificate from the Manufacturer or Detail signed Quality Management Plan.
- Technical Schedule attached in the annexure must be completed in full. Failure to fully complete the Technical Schedule will lead to elimination. The following will also not be accepted and will lead to elimination ; Noted, TBA (To Be Advised), OK, Accepted)

#### 7. Pricing Schedule and Instruction

Find attached in the annexure the Pricing Schedule.

#### 8. TECHNICAL SPECIFICATIONS

Find attached in the annexure the Technical Specifications.

- Bidders are required to use reputable engines that have local backup of spares.
- Type Test certificates for the alternators must be submitted before handover

Find attached in the annexure the Technical Specifications of the generator. Find below the list of generators.

Item	Name of the Facility	Size of the generator (Prime Power)
1	Tshepong Hospital	500kVA
2	Tshepong Hospital	500kVA
3	Kerksdorp Hospital	250kVA

## 9. EVALUATION CRITERIA

Evaluation Criteria: 80/20

- 80 = Price  
NOTE: All bid price/should be VAT inclusive.
- 20 = Preferential Points (Points will be allocated according to B-BBEE Rating)

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80 / 20)
1	20
2	18
3	16
4	10
5	8
6	6
7	4
8	1
Non- compliant contributor	0

## 10. FUNCTIONALITY

Minimum threshold of 70 points on technical functionality must be achieved failing which, the bid will not be further evaluation.

FUNCTIONALITY	MAXIMUM SCORE
1.Relevant Company Experience	30
2.Warranty Letter from the Distributor or Original Equipment Manufacturer (OEM )	20
3.Electrical Technician Experience	30
4.Electrical Contractor Registration with the Department of Labour	20
<b>MAXIMUM PERCENTAGE SCORE</b>	<b>100</b>

- Refer to 'Appraisal Process' below which is included in the bid document.

<b>A minimum threshold of a score of 70 points must be achieved to proceed to the next Stage Evaluation</b>				
<b>ITEM</b>	<b>Category</b>	<b>Criteria</b>	<b>Portfolio of Evidence</b>	<b>Points</b>
<b>Relevant Company Experience of (Max 40 Points)</b>				
1.1	Relevant Company Experience in installation of Standby Generators	6 and more Relevant or Similar Completed Projects Experience = 40	Portfolio of Evidence:  Letter of Award plus Completion Certificate/ Reference Letter	40
1.2		5 to 3 Relevant or Similar Completed Projects Experience = 20		20
1.3		1-2 Relevant or Similar Completed Projects Experience = 10		10
1.4		None Submission of Letter of Award or Completion Certificate/ Reference Letter = 0		0
<b>Warranty Letter from the Distributor or Original Equipment Manufacturer (OEM ) (Max 30 Points)</b>				
2.1	Warranty Letter from the OEM (Original Equipment Manufacturer	Warranty Letter from the Distributor or Original Equipment Manufacturer (OEM )	Portfolio of Evidence:  Letter stating the stating the warranty duration of the warranty for the engine and alternator	30
<b>Electrical Technician Experience (Max 30 Points)</b>				
3.1	Electrical Technician with minimum of 5 years' experience	Diploma in Electrical Engineering plus Trade Test Certificate/ Wiremen License = 30	Portfolio of Evidence:  Detailed CV plus original Certified Certificates.	30
3.2		Diploma in Electrical Engineering/ Trade Test Certificate/ Wiremen's licence only =15		15
3.3		None Submission of CV or Certificates = 0		0

<b>Electrical Contractor Registration with the Department of Labour</b>				
4.1	Electrical Contractor Registration with the Department of Labour	Electrical Contractor Registration with the Department of Labour=20 None Submission registration Certificates = 0	Portfolio of Evidence:  Original Certified Copy of the registration Certificate	20
<b>Total Points</b>				<b>100</b>

**NB: Bidders must score 70 or more for functionality to proceed to the next stage of the evaluation.**

Technical Enquiries to be directed to:

**Name : Mr. M. Manhivi**

**Tel : Tel: (061) 383 1886**

TENDER FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF EMERGENCY GENERATORS AT THE KERKSDORP TSHEPONG HOSPITAL COMPLEX, DR KENNETH KAUNDA DISTRICT, NORTH WEST PROVINCE

1. SCOPE OF WORKS/ SPECIFICATION

3.1 ENGINE

a) General

The engine comply with the requirements as laid down in BS 5514 and will be of the atomised injection, compression ignition type, running at a speed not exceeding 1500 r.p.m. The engine will be amply rated for the required electrical output of the set, when running under the site conditions. The starting period for either manual or automatic switching on until the taking over by the generating set of a load equal to the specified site electrical output, will not exceed 15 seconds.

b) Sound proof

The generator need to be cased in a soundproof box with sufficient vents to prevent the generator from overheating and damage.

c) Governor

The speed of the engine must be controlled by a governor in accordance with class A2 of BS 5514 of 1977.

The permanent speed variation between no load and full load will not exceed 4,5% of the normal engine speed and the temporary speed variation will not exceed 10% External facilities will be provided on the engine, to adjust the normal speed setting by  $\pm 5\%$  at all loads zero and rated load.

d) Cooling system

The engine must be water cooled type. In the case of water-cooling, a built-on heavy duty, tropical type pressurised radiator must be fitted.

Protection must be provided against running at excessive temperatures. The operation of this protective device must give a visual and audible indication on the switchboard on the switchboard. Water-cooled engines must in addition be fitted with a low water cut-out switch, installed in the radiator, to switch the set off in the event of a loss of coolant. The protection must operate in the same way as the other cut-outs (e.g. low oil pressure).

e) Starting and stopping

The engine must be fitted with an electric starter motor and be easily started from cold, without the use of any special ignition devices under summer as well as winter conditions.

Electrical jacket water heaters must be thermostatically controlled. The electrical circuit for such heaters must be taken from the control panel, and must be protected by a suitable circuit breaker.

f) Starter batteries

The set must be supplied a fully charged lead-acid type battery, complete with necessary electrolyte. The battery must have sufficient capacity to provide the starting torque stipulated by the engine makers. The battery capacity must not be less than 120 Ah and must be capable of providing three consecutive start attempts from cold and thereafter a fourth attempt under manual control of not less than 20 seconds duration each. The battery must be of the heavy duty “low maintenance” type, housed in a suitable battery box.

g) Battery Charger

The battery charger equipment shall be connected so that the battery is normally charged from the mains via the battery charger, but is to be charged from an engine mounted alternator when the engine is running.

h) Engine instrumentation

When the Standby Plant Switchboard is mounted remotely from the genset, the following instrumentation shall be mounted on the generator:

- Temperature gauge
- Oil pressure gauge
- Battery charging ammeter
- Start/test/stop push button

i) Fuel System

- The fuel injection equipment must be suitable for operation with the commercial brands of diesel fuel normally available in South Africa.
- The tank shall have a base tank of capacity of 1000 litres
- A water trap must be fitted in the fuel pipeline from the tank to the engine.
- The 3CR12 SS tank must be fitted with a suitable filter, “low fuel level” alarm, giving an audible and visible signal on the switchboard as well as a low-low fuel level cut-out.
- The interconnection fuel piping shall consist of copper tubes and the connection to vibrating components shall be in flexible tubing with armoured covering.

j) Exhaust System

It is essential to keep the noise level as low as possible. An effective exhaust silencing system of the residential type must be provided.

The exhaust pipe will be installed in such a way that the expelled exhaust fumes will not cause discomfort to the public. The exhaust pipe will be flexibly connected to the

engine to take up vibrations transmitted from the engine, which may cause breakage. The exhaust piping and silencer will be lagged to reduce the heat and noise transmission and will be protected against the ingress of driving rain at 45° to the horizontal.

k) Accessories

The engine will be supplied complete with all accessories, air and oil filters, 3 instruction manuals, spare parts lists, the first fill of all lubricating oils, fuel, etc.

l) Flywheel

A suitable flywheel must be fitted, so that lights fed from the set must be free from any visible flicker. The cyclic irregularity of the set must be within the limit laid down in BS 5514 of 1977.

m) Lubrication

Lubrication of the main bearings and other important moving parts will be by forced feed system. An automatic low oil pressure cut-out will be fitted, operating the stop solenoid on the engine and giving a visible and audible indication on the switchboard.

n) Rating

The set must be capable of delivering the specified output continuously under the site conditions, without overheating. The output of the engine under the specified site conditions must be the net available output measured on the engine's flywheel after allowance for all auxiliary equipment including air filter, radiator and fan, oil pump, water pump, battery charging alternator, governor, etc, has being made. The engine must be capable of delivering an output of 110% of the specified output for one hour in any period of 12 hours consecutive running in accordance with BS 5514.

o) De-Rating

The engine must be de-rated for the site conditions. The de-rating of the engine for site conditions must be strictly in accordance with BS 5514 of 1977 as amended to date.

## 1.2 ALTERNATOR

### a) **500kVA Standby Generator General**

The alternator must be of the self-excited brush less type, with enclosed ventilated drip proof housing and must be capable of supplying the 500 kVA continuously with a temperature rise not exceeding the limits laid down in BS 5000 for rotor and stator windings.

The alternator must be capable of delivering an output of 110% of the 500 kVA for one hour in any period of 12 hours consecutive running.

Both windings must be fully impregnated for tropical climate and must have an oil resisting finishing varnish. Electrical heaters must be fitted to the alternator to prevent moisture.

**b) 250kVA Standby Generator General**

The alternator must be of the self-excited brush less type, with enclosed ventilated drip proof housing and must be capable of supplying the 250 kVA continuously with a temperature rise not exceeding the limits laid down in BS 5000 for rotor and stator windings.

The alternator must be capable of delivering an output of 110% of the 250 kVA for one hour in any period of 12 hours consecutive running.

Both windings must be fully impregnated for tropical climate and must have an oil resisting finishing varnish. Electrical heaters must be fitted to the alternator to prevent moisture.

**c) Regulation**

The alternator must be self-regulated without the utilisation of solid state elements. The inherent voltage regulation must not exceed plus or minus 5% of the nominal voltage specified, at all loads with the power factor between unity and 0,8 lagging and within the driving speed variations of 4,5% between no-load and full load.

**d) Performance**

The excitation system must be designed to promote rapid voltage recovery following the sudden application of the load. The voltage must recover to within 5% of the steady state within 300 mili-seconds following the application of full load and the transient voltage dip must not exceed 18%. The AVR must be mounted inside the control cubicle.

**e) Coupling**

The engine and alternator will be directly coupled by means of a high quality flexible coupling, equal and similar to the "HOLSET" type.

**1.3 COOLING SYSTEM**

The radiator shall be the tropical type, integral with the genset and all flashing required for connection from the radiator to the exhaust louvre is to be supplied by the contractor.

**3.4 ACCEPTANCE OF LOAD**

The time from the initiating of the starting operation of the engine and the switching of the total essential load to standby supply shall not exceed 20 seconds.

This shall be set at time of commissioning and witnessed at factory acceptance tests. The client is to be notified of these tests and attend at his discretion.

### 3.5 CABLE AND WIRING

All cabling, wiring, piping, cable trays etc. required to interconnect the various components of the system must be supplied and installed under this contract. All trenches and sleeves are to be provided by the contractor.

### 3.6 SWITCHBOARD

#### a) General

A switchboard must be supplied and installed to incorporate the equipment for the control and protection of the generating set and battery charging.

The switchboard must conform the specification as set out in the following paragraphs.

#### b) Construction

The switchboard must be a totally enclosed, floor mounted unit, fabricated from steel panels, carried on and-substantial angle iron framework.

The board must be flush fronted and all equipment must be mounted behind the front plate, on suitable supports.

All equipment, connections and terminals must be easily accessible from the front. The front panels must be hinged and fixed with studs and chromium-plated cap nuts. Self tapping screws must be used in the construction of the board.

All pushbuttons, pilot lights, control switches, instrument and control fuses, must be mounted on hinged panels with the control wires in flexible looms.

The steelwork of the boards must be thoroughly de-rusted, primed with zinc chromate and finished with two coats of signal red quality enamel, or a baked powder epoxy coating.

Suitably rated terminals must be provided for all main circuits and the control and protection circuits. Where cable lugs are used, these must be crimped onto the cable strands. Screw terminals must be of the type to prevent spreading of cable strands. All terminals must be clearly marked.

For the control wiring, each wire must be fitted with a cable or wire marker of approved type, and numbering of these markers must be shown on the wiring diagram on the switchboard. Control wiring must run in PVC trunking. The trunking must be properly fixed to the switchboard steelwork. Adhesives must not be acceptable for the fixing of trunking or looms.

All equipment on the switchboard, such as contactors, isolators, busbars, etc., must have ample current carrying capacity to handle at least 110% of the alternator full load current.

c) Protection and Alarm Devices

All switchboards must be equipped with protection and alarm devices as described below.

A circuit breaker and an adjustable current limiting protection relay must be installed for protection of the alternator. The protection relay must be of the type with inverse time characteristics. The relay must cause contactor to isolate the alternator and stop the engine.

Protection must be provided for overload, high engine temperature, low lubricating oil pressure, over speed, start-failure, and low water level.

d) Manual Starting

Manual Starting must be done via the Generator controller.

e) Battery Starting Equipment

Each switchboard must be equipped with battery charging equipment.

The charger must operate automatically in accordance with the state of the battery and must generally consist of an air-cooled transformer, a full wave solid state rectifier, and the necessary automatic control equipment of the constant voltage system.

The charger must be fed from the mains. An engine driven alternator must also be provided for charging the battery while the set is operational. Failure of this alternator must also activate the battery charger failure circuit.

f) Switchboard Instruments

Each generating set shall have a switchboard equipped as follows:

- A six digit running hour meter with digital counter, reading the number of hours the plant has been operating. The smallest figure on this meter must read 1/10 hour.
- One flush square dial ampere meter suitably scaled for the battery charging current.
- One flush square dials voltmeter with a spring loaded pushbutton or switch for the battery voltage.

g) Marking

All labels, markings or instructions on the switchgear must be in English.

h) Earthing

An earth bar must be fitted in the switchboard, to which all non-current carrying metal parts must be bonded.

The neutral point of the alternator must be solidly connected this bar by means of a removable link labelled "EARTH". Suitable terminals must be provided on the earth bar for connection of up to three earth conductors, which must be supplied and installed by others.

i) Automatic Change-over System

A fully automatic change-over system comprising of motorized circuit breakers must be provided to isolate the mains supply and connect the standby set to the outgoing feeder in case of a mains failure and reverse this procedure on return of the mains.

j) Start Delay

Starting shall be automatic in event of a mains failure. A 0-15 second adjustable start delay timer must be provided to prevent start-up on power trips or very short interruptions.

k) Stop Delay

A stop delay with timer must be provided for the set, to keep the set on load for an adjustable period of one to sixty seconds after the return of the mains supply, before changing back to the supply. An additional timer must keep the set running for a further adjustable cooling period of 5 to 10 minutes at no-load before stopping.

### 3.7 PLANT OPERATION

The most common forms of operations are as follows:

a) Automatic Mains Failure (AMF)- Non-synchronising

In this type of system, the genset automatically starts up on mains failure, runs up to speed and then changeover switchgear switches the essential loads onto the genset. On resumption of mains power, the changeover switchgear switches the load onto the mains and the genset shuts down. There is thus a break in supply to the loads both on mains power failure and mains power resumption.

b) Automatic Mains Failure (AMF)- Synchronising

Unscheduled Mains Failure

In this situation, an unscheduled mains failure shall cause the genset to automatically start up and after a set time open the mains circuit breaker. There will thus be a brief break in supply to the essential loads.

On return of the mains supply, the genset shall synchronize with the mains and after an (adjustable) time delay, transfer the load to the mains and go through the pre-set shutdown procedure.

#### Scheduled Mains Failure

Should the time of the expected mains failure be known, it must then be possible to manually start the genset and for it to synchronise with the mains. Upon mains failure, the genset shall seamlessly take over the load. There will thus be no break in the supply to the supply to the essential loads.

### 3.8 BUILDERS WORK

The contractor shall notify the client of the position and sizes of any holes, sleeves, recesses, chases etc. (if applicable) that will be required in good time to enable these to be provided during the course of construction in order that no unnecessary expense may be incurred.

### 3.9 SITE LIASON

Tenders must note that no other contract will be running in parallel to this contract. Close liaison with the client representative will be required to ensure success of the project.

### 3.10 TESTING AND COMMISSIONING

The diesel powered standby generator shall be load tested at the suppliers premises in the presence of the client and his representative. On site testing and commissioning shall also take place in the presence of the client and his representative.

On completion and handover, three (3) sets of Operating and Maintenance Manuals and "As built Drawings" must be handed over to the client and his representative.

### 3.11 SHELF AND LOGBOOK

The contractor shall provide a shelf unit with a sloping top and below that, a fixed horizontal shelf. A logbook, approved by the client shall be provided. This logbook may be stored in the latter shelf or in a suitable metal box mounted in a prominent position.

### 3.12 REMOVAL OF THE EXISTING GENERATOR

It will be required from the successful tenderer to decommission the existing generators and to remove it from its existing position to make room for the new 500kVA generator and 250kVA generator. The Asset Directorate will be responsible to remove the existing generator from the Hospital after the successful commissioning of the new generator.

### 3.13 CHANGEOVER

The successful tenderer must supply suitable automatic changeover switches for the generator and it must also include all CB's and earthing

### 3.14 DIESEL

The tenderer must provide a full tank of diesel for the genset during commissioning.

### 3.15 ENCLOSURE

#### a) Design

- Rivets or self – tapping screws will under no circumstances be allowed for fixing the various sections of the generator. Only cadmium coated nuts and bolts will be acceptable.

### 3.16 CHASSIS

The chassis must have the following minimum features:

- a) Steel chassis and anti-vibration pads
- b) Base frame must incorporate the integral fuel tank
- c) The generator must be lifted or pushed/ pulled by the base frame
- d) Diesel level sensor information to the controller to be included

### 3.17 ADDITIONAL FEATURES AND BENEFITS

- a) High quality and reliable diesel engine ideal for industrial use
- b) Silent canopy, which can stand outside with lockable doors
- c) Automatic changeover (ATS), maintenance free batteries And batteries charger to be included
- d) Four-way protection system included
- e) Easy to use digital controller with auto and manual start options
- f) The generator must undergo a comprehensive testing/ pre-delivery inspection prior to delivery

### 3.18 CONTROL SYSTEM

The control supervision and protection panel to be mounted on the genset base frame and to be equipped as follows:

- a) Auto mains failure control panel

The following minimum is required:

- Automatic transfer switch model
- Electronic controller
- Emergency stop push button
- Static battery charger
- Four-pole-electrically and mechanically interlocked ATS

- b) Generating set control module features
  - Event logging and shutdown alarms
  - Stop/ Reset-manual-auto-test-start
  
- c) Metering via LCD display
  - Generator frequency (cos)
  - Engine hours run; plant battery (volts)
  - Engine oil pressure (psi & bar)
  - Engine speed (rpm)
  - Engine temperature
  - Phase rotation
  - Generator amps
  - Generator volts
  
- d) Automatic shutdown and fault conditions
  - Under/ over speed; fail to start
  - High engine temperature; fail to stop
  - Low oil pressure; charge fail
  - Under/ over generator volts; over current
  - Under/ over mains frequency
  - Under/ over mains voltage
  - Low/ high battery volts

### 3.19 CONSTRUCTION

The engine and alternator of the set must be built together on a common frame, which will be mounted on a skid base on anti vibration mountings. The set must be placed direct on the concrete plinth. A drip tray must be fitted under the engine. The tray must be large enough to catch a drip from any part of the engine.

The frame must be of the 'DUPLEX' type.

### 3.20 OPERATION

The set will supply the lighting and power requirements in the case of a mains power failure.

The set will be fully automatic i.e. it will start when any one phase of the main supply fails or get switched and will shut down when the normal supply is re-established. In addition it will be possible to manually start and stop the set by means of pushbuttons on the switchboard.

The automatic control will make provision for three consecutive starting attempts. Thereafter the set will be switched off, and the start failure relay on the switchboard will give a visible and audible indication of the fault.

To prevent the alternator being electrically connected to the mains supply when the mains supply is on and vice versa, a safe and fail proof system of suitably interlocked contactors will be supplied and fitted to the changeover switchboard

#### 4.3 Materials and workmanship

- a) All materials and equipment supplied and installed under this contract shall be new, undamaged and of the best quality available and shall comply to manufacture specification with part numbers and descriptions.
- b) The workmanship shall be of high quality to the satisfaction of the Client. All inferior work, on indication by the Client, shall immediately be removed and rectified by and at the expense of the Service Provider.
- c) All equipment and materials shall be rated for both the normal and extreme climatic and site conditions.
- d) Warranties and guarantee of works are applicable for all services rendered

#### 4.4 Tests

- a) The Service Provider shall be responsible for the testing and commissioning of all equipment installed by him under this contract.
- b) The tests shall as far as possible be carried out on site, and as may be applicable, in the factory.
- c) The Client shall be notified in writing prior to the commencement of the tests to allow for the necessary arrangements.

#### 4.5 Hand Over (at end of Contract)

- a) The Contractor shall include in his tender price for the handover of the works at the end of the contract to the Client
- b) The hand over shall be fully comprehensive but not be limited to the following items:
  - Complete set of maintenance and operation manuals
  - Updated set of as built drawings

#### 4.6 Additional maintenance requirements

- a) Testing/Inspect generators in accordance with the frequencies listed in the schedules
- b) Complete the Generator Inspection Form furnished by the SSA or alternate form approved with SLA.
- c) Create/Update/keep log at generator of all inspections/tests
- d) In accordance with the frequencies listed, a qualified artisan (mechanic / electrician / technician) or competent person will provide preventive maintenance to the generator/s and change over systems per industry standards.
- e) Annually provide licensed electrician to complete a full load test.
- f) In accordance with the frequencies listed, provide a licensed electrician to perform a complete actual transfer of power from utility power to emergency power and back to utility power.
- g) The service provider must be able to provide 24-hour service to generators and change over systems.
- h) The service provider should be on-site within 4 hours in emergency situations.

## 2. GUARANTEE

### a) Guarantee

The contractor shall guarantee the contract works for a period of 12 months after notification of taking over. During this period any defective material, equipment or workmanship shall be made good with all possible speed at the contractor's expense and to the satisfaction of the client.

### b) Latent defects and failure to comply with specifications

The client reserves the right to demand the replacement or making good by the contractor at the contractor's expense of any part of the contract works which is shown to have latent defects or not to have complied with the specification, notwithstanding that such work has been take over or that the guarantee period has expired.

## 3. STANDARDS/ REGULATIONS

The installation shall be erected and tested in accordance with the following Acts and regulations:

- a) The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises",
- b) The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
- c) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority,
- d) The Fire Brigade services Act 1993 Act 99 of 1987 as amended,
- e) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended,
- f) The Post Office Act 1958 (Act 44 of 1958) as amended,
- g) The Electricity Act 1984 (Act 41 of 1984) as amended and
- h) The Regulations of the local Gas Board where applicable.

**10.0 SCHEDULE OF TECHNICAL DATA**

**250kVA OPEN TYPE – STANDBY GENERATOR SET SERVICES**

The Tenderer shall submit on separate sheets following details of the set supplied.

	Pls state your offer (Mandatory)
1. Overall weight of complete set (kg)	.....
2. Overall dimensions of complete set As follows:	
a) Length (mm)	.....
b) Width (mm)	.....
c) Height (mm)	.....
3. Coupling arrangement between Engine and Alternator	.....
4. Type of mounting used for Engine and Alternator	.....
5. DETAILS OF DIESEL ENGINE AS FOLLOWS:	
a) Manufacturer	.....
b) Model or type No.	.....
c) No. of cylinders	.....
d) Bore (inches) ..... Stroke (inches)	.....
e) Total swept volume (cu.ins)	.....
f) Compression ratio	.....

Supply, Installation and Commissioning of Standby Generators at the Kerksdorp/  
Tshepong Hospital Complex, Dr Kenneth Kaunda District, North West Province

- g) Rated H.P. of engine .....
- h) Speed of engine .....
  
- i) Is engine naturally-aspirated  
or turbocharged .....
  
- j) Type of fuel used .....
  
- k) Fuel consumption at rated output  
(gals./hr) .....
  
- l) Sump oil capacity (Gals.) .....
  
  
- m) Type of cooling system .....
  
- n) Type of gas purifier (kg) .....
  
- o) Type of silencer supplied .....
  
  
- p) Capacity of Bulk fuel tank supplied  
.....gallons for .....hours .....
  
  
- q) Approx. dimension of service  
fuel tank (inches) .....
  
  
- r) Capacity of day fuel tank supplied  
.....gallons for .....hours .....

6. DETAILS OF ALTERNATOR, AS FOLLOWS:

- a) Manufacturer .....

Supply, Installation and Commissioning of Standby Generators at the Kerksdorp/  
Tshepong Hospital Complex, Dr Kenneth Kaunda District, North West Province

- b) Model or type No. ....
- c) Rated output (kW) .....
- d) Rated Voltage  
Frequency (Hz) .....
- e) No. of phases  
No. of Poles .....
- f) Speed (in R.P.M) .....
- g) Class of insulation .....
- h) Is alternator with brushes or brushless  
type .....
- i) Type of enclosure .....
- j) Type of excitation .....
- k) Approx. weight of alternator .....

7. DETAILS OF ALTERNATOR CONTROL PANEL AS FOLLOWS

- a) Manufacturer .....
- b) Dimensions of panel as follows .....

  - i) Length (mm) .....
  - ii) Width (mm) .....
  - iii) Height (mm) .....

Supply, Installation and Commissioning of Standby Generators at the Kerksdorp/  
Tshepong Hospital Complex, Dr Kenneth Kaunda District, North West Province

- c) Thickness of m.s. sheet used in construction of panel (S.W.G) .....
- d) Approx. weight of panel, it mounted separately from set (kg) .....
- e) Colour finish of panel .....
- f) Details of Generator Controller fitted on panel, as follows:
  - i) Manufacturer .....
  - ii) Model of Type No. ....
  - iv) State whether hand reset, Mechanical flag indicator is fitted .....
  - vi) Details of current transformers used, as follows:
    - Manufacturer .....
    - Capacity of C/Ts used .....
    - Capacity of each C/Ts (in VA) .....
    - C/T Class .....
    - C/T Ratio .....

Supply, Installation and Commissioning of Standby Generators at the Kerksdorp/  
Tshepong Hospital Complex, Dr Kenneth Kaunda District, North West Province

8. DETAILS OF STARTING BATTERY, AS FOLLOWS:

- a) Manufacturer .....
- b) Rated Voltage of Battery Cells .....
- c) Type of Battery Cells .....
- d) Capacity of Battery (in Ah) .....

9. DETAILS OF BATTERY CHARGING UNIT, AS FOLLOWS:

- a) Manufacturer .....
- b) Input Voltage (A.C) of charger .....
- c) Output Voltage (D.C) of charger .....
- d) Max. trickle charge current (Amps) .....

Company's Stamp .....

Signature .....

Supply, Installation and Commissioning of Standby Generators at the Kerksdorp/  
Tshepong Hospital Complex, Dr Kenneth Kaunda District, North West Province

10.0 SCHEDULE OF TECHNICAL DATA

500kVA OPEN TYPE – STANDBY GENERATOR SET SERVICES

The Tenderer shall submit on separate sheets following details of the set supplied.

	Pls state your offer (Mandatory)
1. Overall weight of complete set (kg)	.....
2. Overall dimensions of complete set As follows:	
a) Length (mm)	.....
b) Width (mm)	.....
c) Height (mm)	.....
3. Coupling arrangement between Engine and Alternator	.....
4. Type of mounting used for Engine and Alternator	.....
5. DETAILS OF DIESEL ENGINE AS FOLLOWS:	
a) Manufacturer	.....
b) Model or type No.	.....
c) No. of cylinders	.....
d) Bore (inches) ..... Stroke (inches)	.....
e) Total swept volume (cu.ins)	.....
f) Compression ratio	.....

Supply, Installation and Commissioning of Standby Generators at the Kerksdorp/  
Tshepong Hospital Complex, Dr Kenneth Kaunda District, North West Province

- g) Rated H.P. of engine .....
- h) Speed of engine .....
  
- i) Is engine naturally-aspirated  
or turbocharged .....
  
- j) Type of fuel used .....
  
- k) Fuel consumption at rated output  
(gals./hr) .....
  
- l) Sump oil capacity (Gals.) .....
  
  
- m) Type of cooling system .....
  
- n) Type of gas purifier (kg) .....
  
- o) Type of silencer supplied .....
  
  
- p) Capacity of Bulk fuel tank supplied  
.....gallons for .....hours .....
  
  
- q) Approx. dimension of service  
fuel tank (inches) .....
  
  
- r) Capacity of day fuel tank supplied  
.....gallons for .....hours .....

6. DETAILS OF ALTERNATOR, AS FOLLOWS:

- a) Manufacturer .....

Supply, Installation and Commissioning of Standby Generators at the Kerksdorp/  
Tshepong Hospital Complex, Dr Kenneth Kaunda District, North West Province

- b) Model or type No. ....
- c) Rated output (kW) .....
- d) Rated Voltage  
Frequency (Hz) .....
- e) No. of phases  
No. of Poles .....
- f) Speed (in R.P.M) .....
- g) Class of insulation .....
- h) Is alternator with brushes or brushless  
type .....
- i) Type of enclosure .....
- j) Type of excitation .....
- k) Approx. weight of alternator .....

7. DETAILS OF ALTERNATOR CONTROL PANEL AS FOLLOWS

- a) Manufacturer .....
- b) Dimensions of panel as follows .....

  - i) Length (mm) .....
  - ii) Width (mm) .....
  - iii) Height (mm) .....

Supply, Installation and Commissioning of Standby Generators at the Kerksdorp/  
Tshepong Hospital Complex, Dr Kenneth Kaunda District, North West Province

- c) Thickness of m.s. sheet used in construction of panel (S.W.G) .....
- d) Approx. weight of panel, it mounted separately from set (kg) .....
- e) Colour finish of panel .....
- f) Details of Generator Controller fitted on panel, as follows:
- i) Manufacturer .....
- ii) Model of Type No. ....
- iv) State whether hand reset, Mechanical flag indicator is fitted .....
- vi) Details of current transformers used, as follows:
- Manufacturer .....
- Capacity of C/Ts used .....
- Capacity of each C/Ts (in VA) .....
- C/T Class .....
- C/T Ratio .....

8. DETAILS OF STARTING BATTERY, AS FOLLOWS:

- a) Manufacturer .....
- b) Rated Voltage of Battery Cells .....
- c) Type of Battery Cells .....
- d) Capacity of Battery (in Ah) .....

9. DETAILS OF BATTERY CHARGING UNIT, AS FOLLOWS:

- a) Manufacturer .....
- b) Input Voltage (A.C) of charger .....
- c) Output Voltage (D.C) of charger .....
- d) Max. trickle charge current (Amps) .....

Company's Stamp .....

Signature .....

**PRICING SCHEDULE**

ITEMS	DESCRIPTIONS	QTY	UNIT PRICE	TOTAL PRICE
1.1	The bidder must price for site establishment, all Accommodation, all transportation for his/her Staff. This should be for the duration of the contract			
1.2	Site De-Establishment after the completion of the project			
1.3	Preliminaries and General I. Fixed II. Value III. Time IV. Communication V. Attendance of Progress Meeting			
1.4	OHS Compliance All prices for OHS Compliance should be included under this item. When pricing for PPE, The bidder must take into consideration COVID 19 regulation. The bidder shall include the prices for the EIA (Environmental Impact Assessment) that will be required to comply with Existing laws and regulations.			
<b>Tshepong Hospital</b>				
2.1	Removing louver and breaking wall at Tshepong Hospital generator room.	lot		
2.2	Decommissioning of existing generator and ATS panels in generator Room. Rigging out the generator from the existing generator room. Cleaning of cable trenches. This shall include removing of all unnecessary cables.	2		
2.3	Removing and transportation the old Generators from site to new storage place within the Hospital.	2		
2.4	Supply, Deliver and Install brand new 500kVA Open Type Generator with ATS panel. <i>Prime Power:500kVA</i> <i>Standby Power:550kVA</i> The basement tank shall have capacity of 1000l. <i>Find attached the specification.</i>	2		

2.5	Supply and installation of required Earthing for the generator.	lot		
2.6	Supply, Deliver and Install 4core 95mm2 Armoured Cable power Cables including accessories for new 500kVA Canopy Type Generator (re-measureable)	160m		
2.7	Allowance for Factory Acceptance Test for the two generators.	1		
2.8	Extending the exhaust to outside the building	2		
2.9	Issuing of Certificate of Compliance (COC) & Supplying of manual for the generators	2		
2.10	Supply of galvanized pipes to connect the generator main tanks to bulk tanks. Fuel should flow automatically filled into the main tank when it reaches 30%	2		
2.11	Replacing the steel louvers to match the existing one.	2		
2.12	Painting of generator Room walls (Washable acrylic emulsion paint to be used. One universal undercoat to comply with SANS 681:1997 in all respects, two coats of washable enamel paint, matt finish, to have a 7 year guarantee to comply with SANS 1586:1995 grade 1)	120m2		
2.13	Painting of generator Room Floor with a suitable floor paint	30m3		
2.13	Issuing of As Built Drawing	1		
2.14	12 Monthly Warranty	2		
<b>Klerksdorp Hospital</b>				
3.1	Decommissioning and rigging out the old Generator from the generator room	1		
3.2	Supply and Deliver a Open Type Standby Generator with digital control modules and changeover switch.	1		

	<i>(find attached the specification)</i> <b>Prime output shall be 250kVA</b> <b>Standby output shall be 275kVA</b> The basement tank shall have capacity of 500l.			
<b>3.3</b>	Installation, testing and commissioning the new generator (This shall include all the cable accessories that a deemed necessary)	<b>1</b>		
<b>3.4</b>	Fill-in the New Generator basement tanks with 100l of fuel.	<b>1</b>		
<b>3.5</b>	Supply and installation of required Earthing.	<b>1</b>		
<b>3.6</b>	Allowance for Factory Acceptance Test.	<b>1</b>		
<b>3.7</b>	Supply and install pipe work for connecting main tank to additional tank	<b>Lot</b>		
<b>3.8</b>	Extending the exhaust to outside the building	<b>1</b>		
<b>3.9</b>	Issuing of Certificate of Compliance (COC) & Supplying of manual.	<b>1</b>		
<b>3.10</b>	Painting of generator Room Floor with a suitable floor paint	<b>30m3</b>		
<b>3.11</b>	Issuing of As Built Drawing	<b>1</b>		
<b>3.12</b>	12 Month Warranty	<b>1</b>		
<b>3.13</b>	Removing and transportation the old Generators from site to new storage place within the Hospital.	<b>1</b>		
<b>Sub Total</b>				
<b>VAT</b>				
<b>Total</b>				
<b>Amount in Words:</b>				

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)</b>					
BID NUMBER:	NWDOH 29/2021	CLOSING DATE:	01 FEBRUARY 2022	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY, INSTALLATION AND COMMISSIONING OF STANDBY GENERATORS AT THE KERKSDORP/ TSHEPONG HOSPITAL COMPLEX, DR KENNETH KAUNDA DISTRICT, NORTH WEST PROVINCE, GRADE 3EP / 3 EB OR HIGHER				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
DEPARTMENT OF HEALTH NORTH WEST, GROUND FLOOR, NEW OFFICE PARK BUILDING, 3801 CORNER FIRST STREET AND SEKAME, MMABATHO ( BEHIND THE CROSSING MALL)					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MS D NGAKANTSI/ MS T MOEKWA		CONTACT PERSON	Mr M Manhivi	
TELEPHONE NUMBER	018 391 4239/ 4558		TELEPHONE NUMBER	(061) 383 1886	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:dngakantsi@nwpg.gov.za">dngakantsi@nwpg.gov.za</a> and <a href="mailto:diphokot@nwpg.gov.za">diphokot@nwpg.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:mmanhivi@nwp.gov.za">mmanhivi@nwp.gov.za</a>	
<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**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<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.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	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: .....

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- \*Delivery: Firm/not firm
- Delivery basis .....

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

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.1 Full Name of bidder or his or her representative: .....
- 2.2 Identity Number:.....
- 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....
- 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....
- 2.5 Tax Reference Number: .....
- 2.6 VAT Registration Number: .....
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:  
.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.  
.....



**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

1.6 The purchaser 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 purchaser.

**2. DEFINITIONS**



1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name \_\_\_\_\_ of  
company/firm:.....

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....  
 .....  
 .....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as  
indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in  
paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary  
proof to the satisfaction of the purchaser that the claims are correct;

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

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,  
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION  
PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

<sup>3</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.

10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2

# THE NATIONAL TREASURY

Republic of South Africa



---

## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

**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.

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

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

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

**24. Anti-dumping and countervailing duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 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.