



BID NUMBER:	ZNB 5973/2024-H
BID DESCRIPTION:	3 YEAR PREVENTATIVE AND CORRECTIVE MAINTENANCE OF THE DIESEL GENERATOR AT VARIOUS HEALTH FACILITIES IN THE ZULULAND DISTRICT (Excl. Clinics)
PERIOD	36 MONTHS
CIDB Grading Required	4EB or 4ME AND ABOVE
Validity period	84 days
Closing Date:	12 MARCH 2025
Closing Time:	11:00 AM
Physical Address for Collection or Delivery of Bid Documents	KZN Department of Health Central Supply Chain Management Unit Old Boys School 310 Jabu Ndlovu Street Pietermaritzburg, 3201
BRIEFING SESSION MEETING	20 FEBRUARY 2025 @ 11H00 KING CETSHWAYO DISTRICT OFFICE – BOARD ROOM

Name of Bidder:	
CSD Registration Number:	
Income Tax Reference Number:	

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNB 5973/2024-H	CLOSING DATE:	12 MARCH 2025	CLOSING TIME:	11:00
DESCRIPTION	3 YEAR PREVENTATIVE AND CORRECTIVE MAINTENANCE OF THE DIESEL GENERATOR AT VARIOUS HEALTH FACILITIES IN THE ZULULAND DISTRICT (Excl. Clinics)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE (OLD BOYS SCHOOL BUILDING), 310 JABU NDLOVU STREET, PIETERMARITZBURG 3200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Junitha Sookraj		CONTACT PERSON	Mr S Ngema	
TELEPHONE NUMBER	(033) 815 8369		TELEPHONE NUMBER	076 235 3442	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	junitha.sookraj@kznhealth.gov.za		E-MAIL ADDRESS	sandile.ngema@kznhealth.gov.za	
SUPPLIER INFORMATION					
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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

i. BID SUBMISSION:	
a.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
b.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
c.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
d.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
ii. TAX COMPLIANCE REQUIREMENTS	
(a)	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
(b)	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
(c)	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
(d)	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
(e)	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
(f)	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
(g)	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

SECTION A

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

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

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

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

SECTION C

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative),
WHO

REPRESENTS (state name of bidder)CSD
Registration

Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION D

TAX COMPLIANCE STATUS (TCS)

1. The State / Province may not award a contract resulting from the invitation of bids to a bidder who is not properly registered and up to date with tax payments or, has not made satisfactory arrangements with SA Revenue Services concerning due tax payments.
2. The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates. From 18 April 2016, SARS introduced an enhanced Tax Compliance system. The new system allows taxpayers to obtain a Tax Compliance Status (TCS) PIN, which can be utilized by authorized third parties to verify taxpayers' compliance status on line via SARS e-filing.
3. Bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also available to foreign bidders / individuals who wish to submit bids.
4. SARS will then furnish the bidder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval.
5. In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.
6. Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.
7. Tax Clearance Certificates may be printed via e-filing. In order to use this provision, taxpayers will need to register with SARS as an e-Filer through the website www.sars.gov.za.
8. Tax Compliance Status is not required for services below R 30 000.00 ITO Practice Note Number: SCM 13 of 2007.
9. Kindly either provide an original tax clearance certificate, your tax number or pin number.

TAX NUMBER:

PIN NUMBER:

SECTION E

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I)	(II)	(III)	(IV)	(V)	(VI)	
CLOSE CORPORATION	COMPANIES	SOLE PROPRIETOR	PARTNERSHIP	CO-OPERATIVE	JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the directors in the resolution letter)

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

Co-operative: Resolution letter from the directors

Close Corporation: Resolution letter from the directors

Company: Resolution letter from the director/s

Sole Proprietor: Resolution letter from the director

Partnership: Resolution letter from the director

Joint Venture / Consortium: Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

SECTION G

BIDDER'S DISCLOSURE

PURPOSE OF THE FORM

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

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

1. Bidder's declaration

1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- i. If so, furnish particulars:

.....

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

YES/NO

1. If so, furnish particulars:

.....

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

2. DECLARATION

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

1. I have read and I understand the contents of this disclosure;
2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

This document must be signed and submitted together with your bid

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

CLARITY ON DECLARATION OF INTEREST SBD 4 (a)

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

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

BIDDER SURNAME AND INITIALS

SIGNATURE

DATE

SECTION H

GENERAL CONDITIONS OF CONTRACT (GCC)

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

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

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

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

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

SECTION I

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. ADDITIONAL DEFINITIONS

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

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

2. INTERPRETATIONS

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

- 2.1 Any gender includes the other genders.
- 2.2 A natural person includes a juristic person and vice versa.
- 2.3 The singular includes the plural and vice versa.
- 2.4 When any number of days is prescribed in this Contract, the same shall be reckoned exclusively of

the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

- 2.5 Figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.6 Any reference in this contract to "goods" includes works and/or services.
- 2.7 The written and signed contract represents the final agreement between the parties and it supercedes any prior oral agreements or discussions of the Contract.
- 2.8 All annexures and appendices shall form part of the contract.
- 2.9 The headings used throughout the Contract do not have any special significance save to ensure the easy reading of the contract.
- 2.10 Words and phrases defined in this Contract shall bear the meaning assigned to them throughout this Contract.
- 2.11 Words and phrases used in this Contract which are defined or used in any statute or regulation which applies to the subject matter, professional person.
- 2.12 The bid is issued in accordance with Section 217 of the Constitution, The Public Finance Management Act, Treasury Regulations 16A and National Treasury regulations and guidelines.

3. ACCEPTANCE OF A BID

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

4. COMPLIANCE WITH SPECIFICATION

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

5. EQUAL BIDS

- 5.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.
- 5.2 If functionality is part of the evaluation process and two or more tenderers score equal total points and

equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality.

- 5.3 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

6. LATE BIDS

- 6.1 Bids are permissible to be submitted prior to closing date and time this is to avoid unfortunate or unplanned circumstances that could prevent the bidder from arriving on time during the closing date. If the bidder fail to arrive on time the department will not be held liable.

- 6.2 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

7. MORE THAN ONE OFFER/ COUNTER OFFERS

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

- 7.2 Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Terms and Conditions will invalidate such bids.

- 7.3 Bidders are at liberty to bid for one, a number of items, or bid for all items. If a bidder is not bidding for all the items, the appropriate price page must reflect: 'nil quote'.

8.. ONLY ONE OFFER RECEIVED

- 8.1 Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:

- (i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;
- (ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
- (iii) In all cases, comparison with previous bid prices where these are available.

9. AWARD OF BID (S)

- 9.1 The Department of Health Bid Adjudication Committee reserves the right to award the bid to one or more than one bidder, provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid. Note for panels this will be applicable during price quotation phase.

- 9.2 Notification of the intention to award the bid shall be in the same media that the bid was advertised.

- 9.3 In terms of Provincial Treasury Practice Note Number: SCM-07 of 2006, Section 5: Appeal Procedure, 5.1 "A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or a delegate of an Accounting Officer may appeal to the Bid Appeals Tribunal in the prescribed manner" The bidder must, within five working days of the publication of the notice of intention to award, in the Government Tender Bulletin, deliver a written notification of an intention to appeal to Provincial Treasury, Secretariat,

Bid Appeals Tribunal, Tel no: 033-897 4200. After all appeals, should they be lodged, have been dealt with by the Bid Appeals Tribunal, the successful bidder (s) shall be notified in writing by a duly authorised official of the Department of Health, Central Supply Chain Management Unit. A formal contract will then be entered into by parties, using service level agreement or Standard Bidding Document for formal contracts.

10. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

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

11. EMPLOYEES TRADING WITH THE ORGANS OF THE STATE

- 11.1 The Public Service Act 103 of 1994 indicates in section 30(1) that "No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department."
- 11.2 Furthermore, in terms of the Public Service Regulations paragraph 13(c), "An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act"
- 11.3 If a bidder is found to be employed by the state, through the verification of Central Supplier Database (CSD) Report, DPSA, the bid will be immediately disqualified. If it is discovered through other Computer Assisted Audit Technics, that the bidder is employed by the state, the award or contract may be immediately terminated.

12. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

- 12.1 The validity (binding) period for the bid will be **180 days** from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period. If the request to extend is sent to bidders and no response received the departmental will assume that the bidder is in agreement with an extension.

13. CHANGE OF ADDRESS

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

14. INVOICES AND PAYMENTS

- 14.1 All invoices must be submitted in the original format.
- 14.2 All invoices submitted by the Contractor must contain the word "INVOICE" for non-VAT vendors or "TAX

INVOICE" for VAT vendors only. VAT number must be reflected for VAT vendors.

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

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

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

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

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

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

16. VALUE ADDED TAX (VAT)

16.1 All bid prices must be inclusive of all applicable taxes, even if the bidder is not a vat vendor.

16.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but an entity may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12 month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of bid.

16.3 **VAT will not be included** after an award of the bid or during contract management period.

17. ENTERING OF DEPARTMENTAL STORES

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

18. DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR

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

19. IRREGULARITIES

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

20. UNSATISFACTORY PERFORMANCE

In amplification of paragraph 21; 22 and 23 of the GCC, unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

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

21. RESTRICTION OF BIDDING

The Accounting Officer or his/her delegate must:

- a) Notify the supplier and any other person of the intention to restrict it doing business with Department by registered mail or email. The letter of restriction must provide for:
 - i. The grounds for restriction;
 - ii. The period of restriction which must not exceed 10 years;
 - iii. A period of 14 calendar days for the supplier to provide reasons why the restriction should not be imposed.
- b) The Accounting Officer his/her delegate:

- i. May regard the intended penalty as not objected to and may impose such penalty on the supplier, should the supplier fail to respond within the 14 days; and
 - ii. Must assess the reasons provided by the supplier and take the final decision.
- c) If the penalty is imposed, the Accounting Officer must inform National Treasury of the restriction within 7 calendar days and must furnish the following information:
 - i. The name and address of the entity/ person to be restricted;
 - ii. The identity number of individuals and the registration number of the entity; and
 - iii. The period of restriction.
- d) National Treasury will load the details on the Database of Prohibited Vendors.
- e) The restriction period applicable will be based on the value of award/s made to the supplier over a financial year. The table below illustrates the restriction period that will be applicable per the award threshold:

22 CONTRACTOR'S LIABILITY

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

23 RIGHTS TO PROCURE OUTSIDE THE CONTRACT

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

24. PATENTS

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

25 WAIVER

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

contract.

26 BREACH

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

26.7.1 Cancel this Contract in the event the defaulting Party committed a material breach.

26.7.2 Claim specific performance by the defaulting Party if such is a competent remedy in the circumstance.

26.7.3 Claim damages suffered, as limited under this Contract.

27. PREFERENCES

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

28. SEVERABILITY

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

29. EXTENSION OF CONTRACT

- 29.1 This contract may be extended for a period not exceeding Six (6) months by Accounting Officer or Delegated Official.

- 29.2 Further extension of the contract, authority may be granted by Head of Department: Health.

30. CESSION OF CONTRACT

- 30.1 The Contract will be personal to the winning bidder, who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Department, and on such conditions as it may approve.

- 30.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of winning bidder for materials and minor components relating to the services supplied. The Department reserves the right to require winning bidder to submit, for noting, the names of such sub-contractors to ascertain their registration on the Central Suppliers Database and they must be legal entities.

31. CONTRACT AMENDMENTS / VARIATIONS

- 31.1 In amplification of paragraph 18 of the GCC, any amendments/variations, of the Contract shall come into effect in terms of the conditions contained in on "**Contract Amendments/Variations Register**". This register must be signed by the duly authorised signatories of winning bidder and the Head of Department: Health or his/her delegated official.

- 31.2 Contracted winning bidder shall not, in performing its obligation, vary from the terms and conditions stated in this Contract whether by way of addition thereto or by way of omission therefrom, without the prior written consent from the Department (Accounting Officer/delegated official), and no claim on the part of winning bidder for any extra payments on the grounds of any alterations or extra work will be entertained.

- 31.3 If, after the commencement of the contract, the cost or duration of the services is altered as a result of changes in, or in additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter in respect of the contract, then the contract price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, winning bidder shall furnish the Department with a detailed justification for the adjustment to the contract price.

32. INTELLECTUAL PROPERTY

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

33. INSOLVENCY

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

34. DISPUTE RESOLUTION

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

35. DOMICILLIA CITANDI ET EXECUTANDI

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

The Department Physical and Postal Address:

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

The Contractor or Bidder Physical and Postal Address:

Bidder/ Contractor Name	
Physical Address	
Postal Address:	
Telephone numbers	
Telefax:	
Email Address	

- 35.1 The parties hereby choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses given on the first page of this Contract. Any notice of any change in such address shall be given in writing by the parties concerned and delivered by hand or sent by registered mail to the other party, upon notification of which address so notified shall serve as the new citandi et executandi.
- 35.2 A party may at any time change that party's domicile by notice in writing, provided that the new domicile is in the Republic of South Africa and consists of, or includes, a physical address at which the process can be served.
- 35.3 Any notice to a party:
- 35.3.1 Sent by prepaid registered post in a correctly addressed envelope, to it, shall be deemed to have been received on the 7th (seventh) day after posting unless the contrary is proved);
- 35.3.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicile, shall be deemed to have been received on the day of delivery;
or
- 35.3.3 Sent by telefax or email to its chosen telefax or email number, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

36. PERIOD OF CONTRACT

36.1 The period of this contract is three (3) years (36 months).

SECTION J

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (NOT APPLICABLE)

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

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

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

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

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

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

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1. In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2. The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

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

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

4. PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1. Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- (i) the contractor and the DTI will determine the NIP obligation;
 - (ii) the contractor and the DTI will sign the NIP obligation agreement;
 - (iii) the contractor will submit a performance guarantee to the DTI;
 - (iv) the contractor will submit a business concept for consideration and approval by the DTI;
 - (v) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - (vi) the contractor will implement the business plans; and the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2. The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number: ZNB 5973/2024- H . Closing date: 12 MARCH 2025

Name of bidder.....

Postal address

.....

Signature..... Name (in print)

Date.....

SECTION K

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to Bid:

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

1.2 **To be completed by the organ of state**

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this Bid are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	100

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

1.6 The organ of state reserves the right to require of a 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 organ of state.

2. DEFINITIONS

- (a) **“Bid”** means a written offer in the form determined by an organ of state in response to an invitation to provide

goods or services through price quotations, competitive Bidding process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the Bid and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this Bid	Number of points allocated (80/20 or 90/10 System) (To be completed by the organ of state)	Number of points claimed (80/20 or 90/10) (To be completed by the Bidder)
Specific Goal: Full points are allocated to companies who are located in a specific district for services to be rendered in that District Namely Zululand District: points to be claimed is 20 points.	20 Points (To be allocated for specific goals) 80 Points to be allocated for price	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited

Y Non-Profit Company
Y State Owned Company
[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the Biding 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 from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- a) The contents of this statement are to the best of my knowledge a true reflection of the facts.
 b) I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – a) who are citizens of the Republic of South Africa by birth or descent; or b) who became citizens of the Republic of South Africa by naturalisation- i) before 27 April 1994; or ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; b) Black people who are youth as defined in the National Youth Commission Act of 1996; c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; d) Black people living in rural and under developed areas; e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

c) I hereby declare under Oath that:

3. The Enterprise is _____ % Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
4. The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
5. The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
6. Black Designated Group Owned % Breakdown as per the definition stated above:
- (i) Black Youth % = _____ %
- (ii) Black Disabled % = _____ %
- (iii) Black Unemployed % = _____ %
- (iv) Black People living in Rural areas % = _____ %
- (v) Black Military Veterans % = _____ %
7. Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
8. Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

- a) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
- b) The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SECTION L
PRICING SCHEDULE

Name of bidder.....	Bid number: ZNB 5973/2024-H
Closing Time 11:00	Closing date: 12 MARCH 2025

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

Table 1: Pricing Schedule (in accordance to the scope of work in Annexure D and Annexure F)

	DESCRIPTION	Engine Make	Generator Rating (kVA)	Day/Base Tank Capacity (L/litre)	Bulk Tank Capacity (L/litre)	No. of services during 3 year contract period [3 per annum]	Cost for Major Generator Service per Annum (Average Cost of 3 Years period) <i>(y1+y2+y3)/3</i>	TOTAL COST FOR GENERATOR SERVICING FOR THE 3 YEAR CONTRACT PERIOD	No. of fuel remediation during 3 year contract period [1 per annum]	Cost for Annual Fuel Remediation DAY TANKS per Annum (Average Cost of 3 Years period) <i>(y1+y2+y3)/3</i>	Cost for Annual Fuel Remediation BULK TANKS per Annum (Average Cost of 3 Years period) <i>(y1+y2+y3)/3</i>	TOTAL COST FOR FUEL REMEDIATION IN TANKS FOR THE 36MONTH PERIOD
	Zululand District											
01	Nkonjeni Hospital- Main Sub	TBC	510	1200	12000	9			3			
02	St. Francis Hospital- Main Sub	TBC	100	500	5000 5000	9			3			
03	Benedictine Hospital – Power Station	CATEPILLAR	250	1500	13000	9			3			
04	Benedictine Hospital – next to Gas Bank	ADE	265	1500	13000	9			3			
05	Vryheid Hospital – Main Sub	TBC	510	1000	4500	9			3			

06	Ceza Hospital- Main Sub	Perkins	500	1200	14 000 4000	9			3			
07	Thulasizwe Hopsital	TBC	350	800	4500							
08	Itshelejuba Hospital	TBC	350	800	4500	9			3			
09	Dumbe CHC	TBC	160	800	6000	9			3			

	3-YEAR SERVICE, REPAIR AND FUEL REMEDIATION OF HEALTH FACILITIES' GENERATORS WITHIN THE ZULULAND HEALTH DISTRICT Excl. CLINICS		
	BID PRICE FOR SERVICING OF THE DIESEL GENERATOR SETS IN 36 MONTHS PERIOD (EXCL. VAT)	BID PRICE FOR FUEL REMEDIATION IN 36 MONTHS PERIOD (EXCL. OF VAT)	TOTAL BID PRICE (EXCL. VAT)
PRICE (Excl. VAT)			
VAT			
BID PRICE (INCL. VAT)			

AMOUNT IN WORDS

.....

****NB****

1. The annual unit price will be the applicable (contractual) price per year per item taken as an average cost for the 3 Years Contract duration.
 2. The total bid price is the price that will be used to evaluate the bid (Adding all the Year 1, 2 and 3 Prices)
 3. Bidders must bid as per the price page failing which they will be disqualified.
-

Required by: KZN DEPARTMENT OF HEALTH

At: _____

Delivery period (on order)

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

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

.....
(Signature of Bidder)

.....
Date

.....
(Signature of Witness) Date

SECTION M

PARTICULAR SPECIFICATION

1.1. GENERAL

This section shall be read in conjunction with all other sections of the Specification and where there is conflict between requirements, this specification shall supersede the conflicting other specification.

- 1.1.1 Contractor is advised to visit the sites and acquaint themselves fully with the site conditions and nature and full extent of work involved prior to submitting their tender. Claims on the grounds of insufficient information in such respects or otherwise will not be entertained by the Department.
- 1.1.2 The Department of Health reserves the right to make changes to contractual scope and order amount where equipment quoted for at the time of Tender are post contract award, found to be non-functional or out of service.
- 1.1.3 The Department of Health reserves the right to make adjustments to contractual scope by requesting the contractor to submit quotation to add new generator plant equipment that would have been designed, installed and commissioned after contract award or during contract period.
- 1.1.4 The Department of Health reserves the right to not award the Tender and re-advertise when necessary and as seen fit.
- 1.1.5 The Department of Health reserves the right to make emergency repairs to keep the equipment in operation without voiding any contractual terms, nor relieving the Contractor of his responsibility during the contract period when, after proper notice, the Contractor fails to attend to such emergency repairs.
- 1.1.6 Where failure would have been caused by the contractor's previous work, all costs incurred by the administration under these circumstances will be for the account of the contractor.

1.2 MAINTENANCE AND SERVICING

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

Where the contractor is called out on breakdowns which result in repairs becoming necessary, the contractor will be given opportunity to:

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

1.2.1 Scope

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

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

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

The department is however not obligated to appoint the contractor for any corrective

maintenance works however allowance has been made by the department for its convenience, as the contractor will be responsible for three year generator plant systems preventative maintenance contract and will award such work to the contractor when deemed necessary.

1.2.2 Contract

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

Maintenance must be carried out as per **Annexure A: Annual Inspection Sheet** and **Annexure F: Scope of Work**.

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

EQUIPMENT TYPE	SERVICE FREQUENCY
Diesel Generators	Quarterly - Three times every 12 months
Generator Base/Day Tank	Once every 12months (Annually)
Diesel Bulk Tank	Once every 12months (Annually)

Section M - Table 1: Equipment type and Service Frequency

1.2.3 Site

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

1.2.4 Accommodation

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

1.2.5 Programme

The Contractor shall within 20 working business days of receiving the appointment, submit to the Project Leader (Management Hub Engineer), a maintenance schedule/programme indicating dates, and duration of generator servicing and fuel remediation and tank cleaning.

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

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

The Maintenance Programme shall include a Health & Safety File for the approval of the Project Leader (Infrastructure Development Unit Management Hub Engineer) and/or KZN DOH Safety Officer.

1.2.6 Maintenance and repair instruction

The Contractor will be accountable to the Project Leader (Infrastructure Development Unit Management Hub Engineer).

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

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

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

1.2.7 Normal time and overtime

All services are to be performed during working hours being 7:30 to 16:30 Monday to Friday inclusive. No overtime will be paid for scheduled maintenance services carried out after hours.

Should any after-hours maintenance work be necessary due to requirement by the Project Leader (Infrastructure Development Unit Management Hub Engineer) (i.e areas where work is only allowed after hours) then the time spent to do this work will be paid overtime. The rates for normal and overtime repair works must have been tendered for and included in the Bid Returnable document.

1.2.8 Break Downs and Call-Outs

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

A full technical report in writing shall be emailed to the Project Leader (Infrastructure Development Unit Management Hub Engineer) upon completion of the site attendance and resolution thereof. Where repair works is necessary contractor shall:

- a) Repair immediately if possible OR
- b) If major repair is required, produce quotation for appraisal and approval to proceed.
- c) Works Order will be issued by the facility or head office (Infrastructure unit)

If the affected plant cannot be re-instated, the contractor shall within 24-hour period, prepare and submit a call out report with quotation of labour, travel and material costs involved to repair the system based on the Contractors Bid rates and mark-up as per Annexure C and provide the quotation to the Project Leader (Infrastructure Development Unit Management Hub Engineer). The quotation shall include the following minimum requirements:

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

Should it be necessary, the Project Leader (Infrastructure Development Unit Management Hub Engineer) will be entitled to adjust/negotiate the items within the quotations in consultation with the contractor. Should the Project Leader (Management Hub Engineer) find that the Contractor or his employees are responsible for a breakdown of the plant component concerned through:

- Willful actions
- Neglect of scheduled maintenance regarding the prescribed program
- Incompetence

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

1.2.9 After-Service Maintenance Repairs

All after-service plant repair works proposed, will be reviewed by the Project Leader (Infrastructure Development Unit Management Hub Engineer) or Appointed KZN DOH Official, followed by approval to proceed where seen fit.

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

1.2.10 Permanent on-site maintenance personnel

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

The contractor is required to report to the designated person within the facility (Chief Artisan, Electrician, Facility Manager or any designated official) upon arrival to site before making way to the maintenance or plant service site and produce the details of the key resources to undertake the service works as per resources approved during tender bid stage. No other resources other than that which has been approved during tender bid stage may undertake works under this contract.

1.2.11 Damage to the works

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

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

1.2.12 Contractors' liability in respect of defects

Any defects or faults which appear within **three (3) months** from the completion of works or part thereof and the replacement of components and parts of any installation, shall be made good by the contractor within such period as may be determined by the Project Leader (Infrastructure Development Unit Management Hub Engineer) in writing to the contractor.

Should the contractor fail to rectify the defects or faults referred to within 1 calendar month, the Project Leader (Infrastructure Development Unit Management Hub Engineer) shall, without prejudice to any other rights that he/she may be entitled to rectify such defects or faults or to arrange for the rectification thereof and to recover from the contractor any damages which the user and/or Project Leader (Management Hub Engineer) may have suffered as a result of the contractor's failure to carry out the terms of the contract.

1.2.13 Replacement/New installations

Contractor is to make special note of the following:

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

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

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

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

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

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

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

1.2.14 Spare parts and material

On appointment, the contractor will be required to check the spares being kept in stock (if any) and advise the Project Leader (Infrastructure Development Unit Management Hub Engineer) what additional spares are required to ensure that repairs be expeditiously procured.

For this purpose the contractor will be required to prepare an inventory list for approval by the Project Leader (Management Hub Engineer). The Project Leader (Management Hub Engineer) will arrange for the procurement of the spares required.

Should spare parts be required which are not in stock the Contractor may be requested to obtain quotations for such material/spare parts to submit to the Project Leader (Infrastructure Development Unit Management Hub Engineer) for adjudication and approval. The Contractor will be paid a markup as per the contract for the purchase if such materials/parts.

The Project Leader (Infrastructure Development Unit Management Hub Engineer) need to be informed in writing two months in advance regarding the material/parts required to replenish the store.

1.3 TESTING AND COMMISSIONING

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

1.4 PAYMENT, OMISSIONS AND PENALTIES

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

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

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

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

The contractor shall be in default until written notice has been received by the Project Leader (Management Hub Engineer) that the issues were attended to and that the work has been inspected and verified by both parties.

The Project Leader (Infrastructure Development Unit Management Hub Engineer) or appointed KZN DOH Official shall respond within 5 (five) working days to inspect the site with the contractor from the date of receiving written notice from the Contractor. The contractor shall only then be entitled to reclaim that month's payment.

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

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

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

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

It is a condition of this Contract that the contractor enter into a separate contract with and use the services of the original equipment manufacturers (OEM's) for specialized equipment.

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

1.6 EXCLUSIONS FROM CONTRACT

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

1.7 PERFORMANCE SPECIFICATION

- The contract is for the Maintenance and Repair of the Generator and Fuel plant within the eThekweni Health District and the contractor shall execute all maintenance works in accordance with the agreed scope and schedule.
- The Contractor shall not skip or miss any services.
- The Contractor shall for the duration of this contract ensure to hold annual maintenance coordination meetings with client. Any deviations to this would be non-performance and be tantamount to non-compliance and breach of contract.
- The contractor shall for the duration of this contract produce after ever scheduled or repair service, an after service report with condition status of plant items under his watch and upkeep and shall establish a file of records. Contractor shall submit his Invoice together with the after service report. Any deviations to this would be non-performance and be tantamount to non-compliance and breach of contract.
- It is a condition of this contract that for the duration of the contract the Contractor has a

competent staff member available on call on a 24 Hour basis to respond to Breakdown Callouts. The protocol of the Breakdown and Callouts is enclosed in the contract Maintenance Specifications section. The contractor shall respond to callout within one (1) hour of receiving the call. Any deviations to this would be non-performance and be tantamount to non-compliance and breach of contract.

- For the duration of the contract, the Contractor shall ensure not to nullify any existing warranties of the existing equipment. Further to this, for any repair works undertaken the contractor shall ensure to replace parts with OEM parts. Any deviations to this would be non-performance and be tantamount to non-compliance and breach of contract.

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

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

Table 2: Section M - Maximum Allowable downtime for breakdowns and repairs

Any deviations to this would be non-performance and be tantamount to non-compliance and breach of contract.

1.8 DEFAULTS BY CONTRACTOR

The contractor shall be in default if he refuses or neglects to comply strictly with any of the conditions of this contract or any instruction and orders given in writing in terms of this contract.

Should the contractor be in default, the Project Leader (Infrastructure Development Unit Management Hub Engineer) or appointed KZN DOH Official shall, from time to time, be entitled to adopt all or any one or more of the following courses, either wholly or partly or by way of substitution or successor.

To allow the contractor to proceed with the works and to recover a penalty of 0.005% of the total contract value of the agreement per day for each day that the work may be in arrears. Such penalty may be recovered or may be deducted as from the date of execution stated in contract, or any extension thereof, from any payment due or to become due in terms of this contract.

To instruct the contractor in writing to discontinue the work on specified date and to vacate the site. The contractor shall not be entitled to refuse to withdraw from the work on the grounds of any right whatsoever. The Project Leader (Infrastructure Development Unit Management Hub Engineer) may there upon adopt the following courses:

- 1) Cancel the contract and enter into a further contract, by instructing any other contractor for the execution of the works or any portion thereof for the rest of the contract period, at such times and upon such terms as the Project Leader deems fit.

- 2) Provide such number of persons and purchase such material as the Project Leader and user deem fit to execute the works or any portion thereof.

If the cost of execution of the works for the rest of the contract period exceeds the amount still due in terms of the contract, if any, the Project Leader may, without any prejudice, recover such excess from the contractor. The Project Leader shall be entitled to deduct such excess from any amounts still due in terms of this contract or any other contract existing between the contractor and the Project Leader. The contractor hereby agrees and binds himself, his successor in title not in any way to dispute the right to deduct such amounts.

If the contract or portion is cancelled the Project Leader may make an assessment of the cost of executing the works for the rest of the contract period and deduct such assessed amount from any of the aforesaid amounts that may be due to contractor. If it later transpires that the actual cost of executing the works for the rest of the contract period is less than the assessed amount, such excess shall be refunded to the contractor.

1.9 TERMINATION QUALIFICATION

Notwithstanding anything to the contrary contained in the General conditions of Contract, the following clauses relating to the Termination of this agreement shall apply:

- Should the contractor fail to execute the maintenance tasks in accordance with acceptable maintenance practices and industry norms (due to incompetence and unacceptable practice by trade tested and certified persons) he/she shall be in breach of contract and this shall warrant termination of contract.
- Should the Contractor skip or miss more than **ONE** scheduled services per year this shall amount to breach of contract and warrant termination of contract.
- Should the contractor fail to honor emergency call outs in accordance with the contracted timeframe for occurrences more than twice per year, he/she shall be in breach of contract and this shall warrant termination of contract.
- Should the contractor be found to be deviating from agreed contractual rates or inflating prices beyond market related rates (where no rates were agreed up front incidentally) he/she shall be in breach of contract and this shall warrant termination of contract.

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

NO.	LEGAL PRESCRIPT	RELEVANT FINDINGS
1.	The Constitution of the Republic of South Africa, 1996. <u>S217(1)</u>	The Constitution prescribes that when all organs of state <u>contract for goods and services</u> , they must do so in accordance with a system that is <u>fair, equitable, transparent, competitive and cost-effective.</u>
2.	The Constitution of the Republic of South Africa, 1996. <u>S217(2)</u>	This Subsection indicates that Section 217(1) does not prevent the organs of state from implementing a procurement policy providing for: Categories of <u>preference in the allocation of contracts</u> ; and The protection or advancement of persons, or categories of persons, disadvantaged by unfair discrimination.
3.	Preferential Procurement Regulations, 2022 in terms of Section 5 of the Preferential Procurement Policy Framework Act ("PPPFA") 2000.	The PPPFA 2022 provides that: If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups , that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond: a cooperative with a specific goal: the company to be at least 51% owned by black people; An organ of state must, in the tender documents, stipulate— (a) the applicable preference point system as envisaged in regulations 4, 5, 6 or 7; (b) the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal. (2) If it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of— (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.

SECTION N

EVALUATION CRITERIA

Evaluation will be based on the following:

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

Phase 1: Minimum Compulsory Requirements

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

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON-SUBMISSION WILL RENDER BIDDERS NON-RESPONSIVE	COMPULSORY (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
Prospective Bidders MUST ensure that the following Sections of the bid document MUST be completed in ALL respects to qualify for the next stage of evaluation:						
1	Section A: Invitation to Bid	Yes	Yes			
2	B: Terms and Conditions	Yes	Yes			
3	Section B: Proof of registration of CSD	Yes	Yes			
4	Section C: Declaration that CSD is Updated with Latest Bidder's Details	Yes	Yes			
5	Section D:Tax Compliance	Yes	Yes			
6	Section E: Authority to sign bid	Yes	Yes			
7	Section F: Official Briefing Session Form	Yes	Yes			
8	Section G: Bidders disclosure	Yes	Yes			
9	Section H: General Conditions	Yes	Yes			
10	Section I: Special Conditions	Yes	Yes			
11	Section J: The National Industrial Participation Programme (SBD5)	Yes	Yes			
12	Section K: Preference points claim forms(SDB 6.1)	Yes	Yes			
13	Section L: Pricing Schedule	Yes	Yes			
14	Section M: Specification, Scope, Evaluation	Yes	Yes			
15	Section N:Evaluation criteria	Yes	Yes			
Prospective Bidders MUST provide the following as per the Mandatory Requirements:						
1	Proof of ownership of the bidding entity.	Yes	Yes			
2	Resolution providing Authority to sign the Bid and Contract Documents on behalf of the Bidder.	Yes	Yes			
3	A certified copy of the Consortium / Joint Venture / Partnership agreement.	Yes If Applicable	Yes If Applicable			
4	Certified copy of registration with CIPC must be Submitted in order to qualify for Preference Points	Yes	Yes			

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON-SUBMISSION WILL RENDER BIDDERS NON-RESPONSIVE	COMPULSORY (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
	For Companies who are at least 51% Owned by Black People.					
5	Proof of CSD/ Tax Compliance (TCS Pin/ Valid Tax Clearance certificate/ Valid certificate).	Yes	Yes			
6	Certified copy of proof that the bidder is in good standing with UIF	Yes	Yes			
7	Certified copy of proof that the bidder is in good standing with the Compensation Commission Commissioner	Yes	Yes			
8	Completed Provisional Sum Rates – Annexure C	Yes	Yes			
9	Completed Annexure D: Diesel Fuel Remediation and Tank Cleaning: Certificate of Compliance by sub-Contractor	Yes	Yes			
10	Competency and experience of the tenderer on similar type of maintenance contracts/projects in the form of - Attach Letter of Award/Purchase Order - Attach Reference Letters - signed by the Institution Client/Engineer /Principal Agent	Yes	Yes			
11	Tenderer's Project Experience of Resources Proposed for the Project Tenderer: - All names and surnames, roles, designations & capacity clearly outlined, CVs and Copies of qualifications for all personnel and MUST include Diesel Mechanic and Electrician with Wireman's Licence or Installation Electrician.	Yes	Yes			
12	Tenderer's ability to respond to call-outs and breakdowns within the district - Proof of location - Provide Contact details of at least TWO skilled persons per trade (Electrician AND Diesel Mechanic) available 24/7 to respond to emergency callouts and breakdowns.	Yes	Yes			

Phase 2: Technical Evaluation

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

TECHNICAL EVALUATION CRITERIA

The Technical evaluation can be seen below. The requirements for the bidder to be functional, a minimum threshold of 80% should be obtained. The weighting for Functionality at a total of 100% is as follows:

	<u>Evaluation Criteria</u>	<u>Deliverables</u>	<u>Points</u>	<u>Sub-Points</u>		<u>Sub-Criteria</u>
1	Competency and experience of the tenderer on similar type of maintenance contracts/projects	The following documents to reflect the information captured in the schedule of projects: - Attach Letter of Award/Order - Attach Reference Letters - signed by the Institution Client/Engineer /Principal Agent - **Maintenance Contract/Project: is any maintenance contract where the Contractor has been appointed for the maintenance, service and repair of diesel generators' contractor of 1 year minimum up to a value of R1M OR multiple Once-off purchase orders that accumulates to a value of R1M minimum within 1 year.	20 Points	20	Sub-points	Submission of Full information on five (5) or more maintenance contracts/projects conducted in the past 10 years or less.
				10	Sub-points	Submission of Full information on two to four (2-4) maintenance contracts/projects conducted in the past 10 years or less.
				0	Sub-points	Submission of less than and equal to one (1) maintenance contracts/projects conducted in the past 10 years or less or no information or incomplete information. (0 Points)
2	Tenderer's Project Experience of Resources Proposed for the Project	Tenderer to include the following information: - All names and surnames, roles, designations & capacity clearly outlined, CVs and Copies of qualifications for all personnel.	20 Points	20	Sub-points	2x Trade Tested Diesel Mechanic with proof of experience (more than 5 years post qualification) in generator maintenance, servicing and repairs. - Attach copy of relevant CV with relevant experience and traceable references (10 points) or else no points will be scored (0 points) - Attach copy of trade test certificate (10 points) or else no points will be scored (0 points).
			20 Points	20	Sub-points	2x Electrician with Wireman's Licence OR Installation Electrician with experience (more than 5 years post qualification) in generator servicing, maintenance and repair. - Attach copy of relevant CV with relevant experience and traceable references (10 points) or else no points will be scored (0 points) - Attach copy of trade test certificate AND Wireman's Licence OR installation Electrician Qualifications (10 points) or else no points will be scored (0 points)
3	Tenderer's ability to respond to call-outs and breakdowns within the district	Tenderer to include: - Proof of location detailing the premises where the Contract will be managed	20 Points	20	Sub-points	Submission of Proof of location (Offices/Workshops) within the ZULULAND District (10 Points) or else no points will be scored (0 points).
4	Capacity to manage a maintenance contract	Organisational Organogram showing capacity to effectively manage a maintenance contract <i>KEY Members: Project Manager, Contracts Manager, Works Supervisor, Admin Clerk, Skilled Personnel (Trade tested Artisans)</i>	20 Points	20	Sub-points	Detailed Organisational Organogram showing capacity to manage a maintenance contract and highlighting the role and responsibility of each KEY team member supported by their detailed CV with verifiable references
				0	Sub-points	No Submission, Irrelevant Submission or

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

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

Phase 3: Price and Preference Points

This is final stage of evaluation, the value of this bid is estimated not to exceed R 50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable as follows:

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

Please Note:

1) **RDP:** Full points are allocated to companies who are located in a specific district for services to be rendered in that District namely Zululand District: points to be claimed is **20** points.

2) Proof to claim Specific Goals or required returnable documents are as follows:

- I. Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC).
- II. CSD database from National Treasury
- III. Municipal Utility Bill/valid Municipal Councillor's letter Utility bill issued by the Municipality in ZULULAND district or Eskom or copy of valid lease agreement / Municipal Councillor's letter. Utility Bills must not be older than 3 months from date of the tender advert. Proof of address must be provided for all firms that form part of the consortium

3) False Declaration

The procuring institution reserve a right to verify information submitted, should the bidder submit false or fraudulent proof to claim points for specific goals, the bidder may be immediately disqualified or contract may be terminated.

4) Scoring of points

Should the responsive bidder fail to submit proof to claim points for specific goals, the bid will not be disqualified but the offer will not score points for specific goals (zero points)

SECTION I

RECORD OF AMENDMENTS TO BID DOCUMENTS

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

ADDENDUM NO.	DATE	TITLE/DETAILS

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

Annexure A: Annual Inspection Sheet

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

Annexure B: Facility List

	DESCRIPTION	Engine Make	Generator Rating (kVA)	Day/Base Tank Capacity (L/litre)	Bulk Tank Capacity (L/litre)
	Zululand District				
01	Nkonjeni Hospital- Main Sub	TBC	510	1200	12000
02	St. Francis Hospital- Main Sub	TBC	100	500	5000
03	Benedictine Hospital – Power Station	CATEPILLAR	250	1500	13000
04	Benedictine Hospital – next to Gas Bank	ADE	265	1500	13000
05	Vryheid Hospital – Main Sub	TBC	510	1000	4500
06	Ceza Hospital- Main Sub	Perkins	500	1200	14 000
07	Thulasizwe Hopsital	TBC	350	800	4000
08	Itshelejuba Hospital	TBC	350	800	4500
09	Dumbe CHC	TBC	160	800	4500

Annexure C: Schedule of Rates and Tariffs

SCHEDULE OF RATES AND TARIFFS		YEAR 1			YEAR 2			YEAR 3		
ZNB ----H Contractual Start Date: _____										
1. LABOUR		NORMAL RATE TIME	OVER TIME X1.5	OVERTIME X2	NORMAL RATE TIME	OVER TIME X1.5	OVERTIME X2	NORMAL RATE TIME	OVER TIME X1.5	OVERTIME X2
Artisan / Technician rate per hour, normal time (excluding labourer)										
Apprentice										
Semi-skilled										
Unskilled										
2. Bought Out Items										
(Excluding VAT) Carried forward										
(Maximum Markup = 20% for values R0.00 to R29 999.99)										
(Maximum Markup = 15% for values R30 000.00 to R500 000.00)										
(Maximum Markup = 15% for values over R500 000.00)										
3. Fuel and Travel										
a. Fuel Rates will be as per <u>Market</u> rates for the given month of Car-Outs breakdowns.										
b. Travel will be from: _____										
(Insert company name and address) HQ/State Office to the Health facility or the nearest distance to the Health facility.										

Diesel Fuel Remediation and Tank Cleaning

1. Scope of Work
2. Technical requirements
3. Certificate of Compliance by Contractor (or Sub-Contractor)

Scope of Work required:

The Contractor shall address the following services and disciplines:

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

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

- Compliance with all legislated safety requirements pertaining to in-situ sampling, diesel fuel tank cleaning, fuel remediation, fuel tank maintenance and site specific requirements.
- Only proven accredited tank cleaning and fuel remediation equipment and technology shall be used that has the following:
 - i. A processing flow rate of not less than 1:8 to tank volume ratio.
 - ii. Full spectrum water extraction capability (free, entrained and emulsified water)
 - iii. BV accredited or similar Induction Conditioning fuel remediation technology.
 - iv. Filtration and Separation filtration down to 3 micron.
 - v. Metallic particulate extraction.

- vi. Bacterial control and diesel fuel algae elimination.
- Service personnel shall be trained, experienced and accredited tank cleaning operators suitably skilled in system operation, fuel remediation procedures and safety requirements
- The Contractor shall have a proven track record of at least five (5) years – (Contactable references to be supplied).
- A process that results in minimal waste/disposal of fuel of less than 1% of tank capacity (excluding water sludge and inorganic debris).
- All contaminated disposable fuels and materials shall be disposed of at an accredited dump site.
 - i. Original documentation shall be provided.
 - ii. Proof of Safe Disposal with accredited Certificate of Compliance to be provided.
 - iii. The Contractor shall be registered with the Institute of Waste Management of Southern Africa (IWMSA) for the transportation and disposal of contaminated diesel fuel.
- Provide tank cleaning and fuel remediation services to the diesel tanks which will remove/remediate the following:
 - i. Tank bottom debris and sludge.
 - ii. Free, Entrained and Emulsified water extraction.
 - iii. Solid contaminants.
 - iv. Bio-film build-up / accumulation on tank walls and baffles.
 - v. Remediation of the Diesel fuel to comply with SANS 342 specifications.
 - vi. The Contractor shall provide specification sheets of tank cleaning equipment to be utilised.
 - vii. The Contractor shall provide a list of chemicals and dosage ratio's to be used in the tank cleaning and fuel remediation process utilising the MATERIAL SAFETY DATA SHEET (MSDS).
 - viii. Treatment and elimination of algae and bacteria in the fuel and fuel tank.
 - ix. Optic Camera Inspection (Video recording) of fuel tank interior bottom to validate efficiency of tank cleaning service.
- Upon completion of the service the following procedure shall occur:
 - i. Draw samples again as per procedure and provide a sample to the institutions authorised designee.
 - ii. Provide written confirmation of completion and successful remediation and cleaning per tank.

- iii. Record the volume of waste generated from each tank, remove from site and arrange for disposal at an accredited waste disposal facility.
- iv. Obtain the institutions authorised designee signature on an appropriate document confirming the above.
- v. Provide a waste disposal certificate confirming that the waste has been received from an accredited waste disposal facility for such waste.
- vi. Transportation of waste generated on site shall be in accordance with AARTO / IWMSA regulations and proof of registration thereof shall be provided.

- Tank Integrity Testing

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

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

- i. Before and after readings of diesel fuel levels must be taken for each tank.
- ii. The tanks and all related plumbing must be subjected to a pressure (Negative on underground tanks and Positive on above ground tanks) of least 0.5 Bar for a time duration of not less than 30 minutes.
- iii. During this testing, ultrasonic leak detection equipment shall be utilised.
- iv. A report for each tank shall be provided detailing the result and a certificate issued.

- Liability

- i. The sub-Contractor shall accept liability of poor craftsmanship, incorrect work procedures, insufficient training and product knowledge, incorrect equipment and technologies applied and shall provide proof of sufficient liability cover.

- Health & Safety

- i. The Contractor shall provide a comprehensive and audited Health and Safety file relating to all disciplines of work described in the Scope of Work above.
- ii. A Baseline Risk Assessment shall be provided with the Bid Documentation.

- iii. A Pre-task Risk Assessment with a Work Method Statement shall be provided before work shall commence on site.
 - iv. A Site Specific Working File shall accompany any Contractor whilst on site.
- Area of operation
 - i. The Contractor shall have sufficient representation throughout the KwaZulu-Natal Province to ensure timely service and emergency response at all KZN Department of Health institutions where diesel fuels are being stored for use by diesel generators.
 - ii. The Contractor shall be held responsible for cleaning up any pollution, spillage or damaged caused through negligence by Contractors employees within the perimeter of the health institution involved.
- Additional Bid Information

Visit to site: It is required that the Contractor / Contractor or his/her representative visit the sites prior to Biding in order to familiarise themselves to ascertain the total scope of the work entails. In order to visit the sites the Contractor / Contractor shall at their own expense arrange with the various institutions to visit the sites during normal working hours to obtain further details.

Additional Terms and Conditions for Tank Cleaning

The Contractor shall supply the following:

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

THIS CERTIFICATE SHALL BE SUBMITTED WITH THE COMPLETED BID DOCUMENTS

CONTRACTORS NAME: _____

SUB-CONTRACTORS NAME: _____

Delete whichever is not applicable

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

I/we hereby certify that:

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

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

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

Sub-Contractor Contact Person: _____

Address of Sub-Contractor: _____

Telephone No. _____

Cell No. _____

Email Address: _____

Signature of Sub- Contractor

Witness

1. _____ Date: _____

2. _____ Date: _____

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

ANNEXURE E: KZN HEALTH INFRASTRUCTURE PAYMENTS CERTIFICATE GUIDELINES

PURPOSE

The purpose of this manual is to provide documentation which shall be utilized to guide the infrastructure department of health on how to process payments by using processes and tracking tools. This will ensure that payments are captured timeously, align to contractual obligations, are reviewed and inevitably be paid timeously.

PAYMENTS PROCEDURE

1. The receipt and dispatch of payments by the QS department are to be documented as follows:

- 1.1. The project leader or Facility Maintenance Representative is to receive the claim (without the tax invoice) from the service provider and conduct a quality check guided by the payment checklist (this applies to fees and construction payments)
- 1.2. After the quality check has been conducted, the project leader Facility Maintenance Representative is to submit the claim along with the payment file to the QS department and sign the payment register accordingly.
- 1.3. Payment claims shall be received on Fridays and be reviewed/checked by Quantity Surveyors (where needed or where applicable) on Mondays.
- 1.4. When the payments have been reviewed/checked by Quantity Surveyors, the payments query form shall be filled out by the Quantity Surveyors detailing queries raised that need to be addressed by the project leader.
- 1.5. The approved or queried payments with the attached payment query form shall then be dispatched back to the respective project leaders through the payment register.
- 1.6. If the payment has been approved by the QS department, the payment shall be dispatched to the project leader so that the service provider may provide the tax invoice. The project leader is to ensure that the tax invoice amount aligns with the claim value, has the current date, has been signed by the service provider and has a tax invoice number. After the tax invoice has been checked the project leader is to submit the payment to the finance department and register that it has been dispatched.
- 1.7. If the payment has queries, the project is to attend to the queries in communication with the service provider. The amended claim is to returned back to the QS department and be registered on the payment register for the final review by a respective QS before the tax invoice is requested from the service provider
- 1.8. Should there be a need for site measurements with a QS in order to finalize payments, the project leader is to co-ordinate this with the contractor, Departmental QS for a suitable date with at least a **week's notice**.

2. The Claim Review/Checking process is as follows:

- 2.1. The following information will be required in order to review a standard payment.
 - a) Signed contractual agreement/SLA including the BoQ and pricing schedule
 - b) Purchase order
 - c) Copy of a valid guarantees and insurances
 - d) Award letter
 - e) Valid Tax clearance certificate
 - f) The signed payment certificate (except for once off payments)
 - g) Cumulative summary of work executed to date
 - h) Breakdown of P&Gs paid to date
 - i) Copy of the escalations calculations (if applicable)
 - j) Session form for material on site
 - k) Copy of variation orders approved
 - l) Copy of extension of time approvals
 - m) Penalties calculations (If applicable)
 - n) Monthly cash flows
 - o) Completion certificates (If final payment)
 - p) Signed statement of account (If final payment)

2.2. The information requested above will enable the QS to check cost efficiency, arithmetical errors, alignment to departmental payment principles and requirements.

2.3. Based on the contractual agreement put in place for maintenance projects, the following shall be reviewed as follows:

2.3.1. Corrective maintenance cost is catered for in this contract and requires that the Contractor submit proven costs for any material, equipment bought/used; for the Department to effect payments. The form of proven costs are authentic invoices from suppliers for material bought, tendered labour rates and authentic labour hours as detailed in the signed job cards, google maps for the distance travelled, tendered travel rates/stipulated travel rates in the contract and pre-determined mark up.

- a) Invoices are to be submitted monthly for works conducted in that calendar month
- b) Brought out items claimed to be accompanied by a receipt/ tax invoice.
- c) Subcontracted items claimed to be accompanied by a minimum of 2 quotations and a tax invoice (The contractor cannot invoice themselves)
- d) Labour hours claimed in the schedule of prices must be accompanied by job cards with the same number of hours claimed.
- e) Labour rates per hour used must be as per the contract document.
- f) Number of trips claimed must be accompanied by job cards as proof of trips made.
- g) Kilometers per trip claimed must be accompanied by google maps as proof of kilometers travelled. (Note that kilometers claimed are from the contractors premises to the site, if there are any additional trips made, the contractor is required to write a memo stating why extra trips were made and provide google maps for the extra trips)
- h) Travel rate per kilometer must be as per the contract document. In the absence of a rate per kilometer in the contract document it is recommended that the contractor uses the Department of Transport rates as they are updated monthly and they also include for fuel, maintenance, capital, insurance, depreciation and the capacity of the vehicle.
- i) Name, model and capacity of vehicle used to be referenced on the claim.
- j) Job cards need to be properly and completely filled in. Start time is the time the contractor left their premises; arrive time is the time the contractor arrive on site and started working; depart time is the time the contractor finished working and departed from site; end time is the time that the contractor arrived back at their premises.
- k) Should there be an agreement in the contract that travelling time is being paid from the time the contractor left their premises to the time that arrive back at their premises, google maps time will take precedence.
- l) b. The date on the job card must be entered and the job card must be stamped by the facility on the same day the works were executed.
- m) c. In the event that the facility has not authorized the job card and it is signed by the project leader, the job card must be accompanied by a register from the facility where the contractor signed in and signed out.
- n) d. Hours worked must be entered and the facility must sign and stamp the job card.

2.4. Quotation or capital projects are to be reviewed based on the information requested above while referring to the payment checklists (for construction and fee claims).

- a) Payment certificate to be accompanied by the tender BOQ/ pricing schedule.
- b) In the event that the quotation/ BOQ are not signed off by anyone from health then it is advisable for the approved submission to be attached to ensure that the correct BOQ is being used to pay.
- c) The contractor can only claim in the format that was tendered for based on what was done and as per pricing strategy.

GENERAL

- a) The project leader is required to keep track of the provisional sum amount using the BOQ and provisional sum tracker that was provided to them. This is to ensure that there are no overpayments.
- b) All payments must be accompanied by a BOQ based on what was tendered on as a payment monitoring tool.
- c) Upon the award of a contract, the project leader is required to ensure that quantity surveyors balance the rates in the contract.

Annexure F: Scope of Work - Annual Major Maintenance and Servicing

1. Engine and Generator

- Replace engine lubricating oil, remove and dispose used oil from the site in a regulatory compliant manner.
- Replace oil, fuel and coolant filters and add corrosion inhibitor, as needed.
- Replace lube oil in hydraulic governors (where applicable)
- Check all spark plugs, ignition condenser, cap, rotor, wires and points, clean and adjust.
- Clean the generator, its components and the generator room, as necessary.
- Grease and oil moving parts, as necessary
- Check generator set and transfer switch for loose, bare, broken wiring or connections
- Test transfer switches operation and time delays, where applicable.
- Check unit for proper frequency/speed, voltage and amperage.

2. Cooling Systems

- Radiator/ heating exchanger checks and servicing. Flushing of radiator
- Coolant – Add corrosion inhibitor checks and servicing
- Hose and connections checks and servicing
- Fan belts checks and servicing
- Jacket water heater checks and servicing
- Water pump checks and servicing
- Thermostat checks and servicing
- Check Fuel Systems
- Inspect Fuel Tank
- Check Fuel lines connections
- Inspect Governor and Controls
- Supply and install new fuel filters – Primary/ Secondary
- Check fuel pressure pump
- Check Air Intake and Exhaust System
- Check, air filters, and replace when required
- Check and service air filter service indicator
- Check and service air inlet system
- Check and service turbocharger
- Check and service exhaust manifold
- Check and service exhaust system valves & valve rotators

3. Lube Oil System

- Oil must be topped up to the prescribed level
- Engine oil to be changed when indicated to be necessary by result of oil., Report of oil analysis to be approved before work can commence
- Analysis or when specified by engine manufacturer, which ever period occurs first.

4. Batteries, Starters, Alternators & Engine Management

- Batteries – specific gravity
- Check, and service Battery charger
- Check, and service Starter motor
- Check, and service Alternator

- Check, and service engine monitor & safety controls

5. Gauges

- Check, and service Safety controls
- Check, and service Remote annunciators/Alarms
- Check and Service Bearings, Space Heaters and Vibration Isolators
- Check and service bearings
- Check and service space heater
- Check and service vibration Isolators

6. Control panel

- Check and service start control – manual/ Auto
- Check and service voltmeter
- Check and service ammeter
- Check and service frequency meter
- Check and service circuit breaker
- Check and service auto transfer switch
- Check for loose wiring and tighten accordingly
- Clean the electrical panels using a blow dryer.

7. Procedure to follow before switching of the generator; check the following;

- Check fan belt, condition and tension.
- Check fan belt, condition and tension.
- Check radiator hoses and clamps.
- Check all hoses for dust ingress.
- Check that water jacket heater is functional.
- Check all guards are in position and secure.
- Check battery charger.
- Check date of installation of the battery and record against battery life time.
- Check battery condition
- Check oil level.
- Check and note down radiator coolant level and report accordingly.
- Check day tank fuel level.
- Draw sample of diesel fuel and check clarity of sample.
- Check air vents on alternator for any obstructions.
- Check starter motor mountings for tightness.
- Check engine alternator mountings for tightness.
- Check generator base and anti-vibrations mounts for signs of deterioration.
- Drain water trap.

8. Procedure to follow after starting and running generator on no-load for 5minutes;

- Check for any leaks - oil, fuel, coolant, exhaust gases.
- Check alternator charge operation. Report any abnormalities
- Log engine temperature gauge reading. Report any abnormal readings
- Log engine oil pressure reading. Report any abnormal readings
- Log generator running hours
- Log engine battery voltage. Report any abnormal readings
- Check low radiator coolant level. Report any abnormal readings
- Check all hoses, pipes, fittings and clamps for damage or leaks.
- Check exhausts manifold, silencer and pipes. Report any abnormal readings
- Shut down generator using the Emergency stop push button.

9. Shut down Generator and check the following

- Engine Oil Level
- Radiator Coolant Level
- Log electrical load on the generator
- Change over mechanism functional.
- Check MDI meters for functionality. Report any abnormal readings
- Check Voltage selector for functionality. Report any abnormal readings
- Check Phase selector for functionality.
- Cleaning/purification of generators' diesel
- Cleaning of diesel tank
- Changing of filters

10. Reporting

- All works will be accompanied by a service report signed by the Contractors skilled personnel and Engineer (where available).
- All reports to be submitted with 7 days of rendering the service
- An updated records of asset register to be kept and updated every 3 months