



The Manager

Company name:.....

Tel No:.....**Email address:**.....

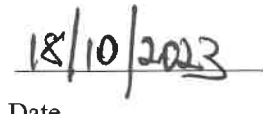
SUBJECT: RQ 06/41: APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO SUPPLY, DELIVERY, INSTALL AND COMMISSION OF A GENERATOR SET AT 40 HOWARD AVENUE IN DURBAN FOR KWAZULU-NATAL DEPARTMENT OF EDUCATION

You are kindly invited to quote for the above-mentioned service.

1. Please receive the following documents and return to 228 Pietermaritz Street, Pietermaritzburg, 3200.
 - SBD 1 INVITATION TO QUOTE PART A AND PART B (2 pages)
 - SBD 3.1 (A) PART 1 GENERAL SPECIFICATION (5 pages)
 - SBD 3.1 (B) PART 2 EQUIPMENT REQUIREMENT (6 pages)
 - SBD 3.1 (C) PART 3 TECHNICAL SPECIFICATION (22 pages)
 - SBD 3.1 (D) PART 4 PRICING SCHEDULE (1page)
 - SBD 4 BIDDER DISCLOSURE (3 pages)
 - SBD 6.1 PREFERENCE POINTS CLAIM FORM (05 pages)
 - SWORN AFFIDAVITS (5 pages)
 - COMPULSORY BRIEFING SESSION PAGE (1 page)
 - GENERAL CONDITIONS OF CONTRACT (11 pages)
2. Service providers must ensure that they update their details on the Central Supplier Database (CSD).
3. Pre-Qualification and Evaluation Criteria
 - 3.1 The requirement for this service, service provider to submit active CIDB grading/certificate 2 EB or Higher
 - 3.2 Quotations will be evaluated on Technical Compliance and Functionality
 - 3.3 Preference point and Specific goals where 80 is for price/ 20 for Specific goals
NB: Tenderer must complete the point claimed in SBD 6.1. Where Disability points are claimed, medical Certificate must be provided.
4. Quotations together with compliance documents i.e Certified Id copy/copies and CIPC Document must be deposited into the quotation box situated at 228 Pietermaritz Street, visitor’s entrance next to security cubicle.
5. The closing date for quotations will be **31 October 2023 at 11H00.**
6. Your co-operation will be highly appreciated.



Mr. M. Mlangeni
 Chief Director (SCM)
 KZN: Department of Education



Date

PART A
INVITATION TO QUOTE

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RQ 06/41	CLOSING DATE	31 October 2023	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO SUPPLY, DELIVERY, INSTALL AND COMMISSION OF A GENERATOR SET AT 40 HOWARD AVENUE IN DURBAN FOR KWAZULU-NATAL DEPARTMENT OF EDUCATION				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
NED BUILDING					
228 PIETERMARITZ STREET					
FIRST FLOOR, UPPER FOYER, NEXT TO SECURITY CUBICLE					
PIETERMARITZBURG 3201					
BIDDING PROCEDURE ENQUIRIES AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Gugulethu Hadebe				
TELEPHONE NUMBER	033 8465112				
E-MAIL ADDRESS	Gugulethu.Khuzwayo@kzndoe.gov.za				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [(IF YES ENCLOSE PROOF)]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [(IF YES, ANSWER THE QUESTIONNAIRE BELOW)]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

SBD1

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. 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.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS AND ENSURE THAT CSD INFORMATION IS UPDATED THAT INCLUDES TAX COMPLIANCE STATUS.
2.2 BIDDERS ARE REQUIRED TO ENSURE THAT THEIR TAX MATTER ARE COMPLIANT ON CSD.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE

SPECIFICATION AND BILL OF QUANTITIES FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO SUPPLY, DELIVERY, INSTALL AND COMMISSIONING OF AN EMERGENCY GENERATOR SET AT HOWARD BUILDING, 40 HOWARD AVENUE, GLENWOOD, 4000 FOR KWAZULU-NATAL DEPARTMENT OF EDUCATION

PART 1 - GENERAL SPECIFICATIONS

1. INTENT OF DOCUMENT

- (a) The specification is intended to cover the complete installation of the generator plant. The minimum equipment requirements are outlined, but do not cover all the details of design and construction. Such details are recognized as being the exclusive responsibility of the contractor.
- (b) In all cases where a device or part of the equipment is referred to in the singular, it is intended that such reference shall apply to as many devices as are required to complete the installation.

2. STANDARDS AND CODES

All work and equipment shall be in accordance with the requirements of BS5514 and shall comply with the Occupational Health and Safety Act, No 85 of 1993 and current regulations of all other codes applicable to this work.

3. REGULATIONS

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

- (a) The latest issue of SABS 10142-1: -Code of Practice for the Wiring of Premises,
- (b) The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
- (c) SANS 1507: Low voltage cables,
- (d) SANS 10089 – part 1 & part 2: The petroleum industry
- (e) The municipal by-laws and any special requirements of the local supply authority :
Msunduzi Local Municipality
- (f) SANS 10400: The National Building Regulations and Building Standards as amended.
- (g) SANS 8528: Reciprocating internal combustion engine driven alternating current generating sets
- (h) The Standard Technical Specification for Standby Generators
- (i) The Department of Public Works standard specification

4. SCOPE OF WORK

- (a) The contract or works comprises the design, manufacture, assembly, delivery to site, off-loading on site, installation, testing and commissioning and handing over of the complete standby diesel generator set and all ancillary equipment necessary to comply with the requirements of this specification, including a sound attenuated canopy and an Automatic Mains Failure.
- (b) Design and Construction of a manufacturer approved steel reinforced concrete plinth with concrete slot for supply cables for the standby generator.
- (c) All electrical work required on the existing main distribution board necessary for proper operation and connection of the standby generator to the building, including a supply cable from generator to main DB.

- (d) The contractor shall service the generator installation during the guarantee period of one year. The tenderer shall note that all sites are current operational. He or she shall carry out work with minimum disturbance to the operation of the site and undertake all risk and safety measures to ensure safety of people on site.
- (e) Tenderers are advised to allow in their unit prices for all equipment, material, labour and other costs to ensure a complete and working installation as specified in this document and as detailed on the drawings.
- (f) After site hand-over, the contractor shall prepare a safety file to the approval of the department prior to commencing work on site. He/she shall be required to prepare a programme, taking due account of the requirements set out to subsequent sections of this document. It will be commented on by the department, but shall remain the contractor's programme.

5. CO-ORDINATION

The contractor shall be responsible for all works, including civil works. He/she shall be expected to clean-up and make good the entire installation, including all trenches, wall chases and LV room.

6. TEST CERTIFICATES AND INSPECTIONS

The following tests are to be carried out:

- (a) At the supplier's premises, before the generating set will be delivered to site Representatives of the Department may be present during the test to satisfy them that the generating set complies with the specification and delivers the specified output. The Department must be timeously advised of the date for the test.
- (b) After completion of the works and before first delivery is taken, a full test will be carried out on the installation for a period of sufficient duration to determine the satisfactory working thereof. During this period the installation will be inspected and the contractor shall make good, to the satisfaction of the Representative/Agent, any defects which may arise.
- (c) The Contractor shall provide all instruments and equipment required for testing and any water, power and fuel required for the commissioning and testing of the installation at completion.
- (d) Test reports of both tests as specified under (a) and (b) are to be submitted to the Department.

7. NOTICES

WARNING NOTICE:

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

DANGER

THIS ENGINE WILL START WITHOUT NOTICE. TURN STATUS SELECTOR SWITCH ON CONTROL PANEL TO "OFF" POSITION BEFORE WORKING ON THE PLANT.

8. GUARANTEE AND MAINTENANCE

(a) General

- The Contractor shall guarantee the complete plant for a period of twelve months (12) after the first delivery has taken place.
- The Contractor shall maintain the plant in good working condition for the full twelfth month (12) period to the final delivery of the installation.

(b) Making Good

When called upon by the client the Contractor shall make good on site and shall bear all expense incidental thereto including making good of work by others, arising out of removal or reinstallation of equipment. All work arising from the implementation of the guarantee or maintenance of equipment shall be carried out at times which will not result in any undue inconvenience to users of the equipment or occupants of premises.

If any defects are not remedied within a reasonable time the client may proceed to do the work at the Contractor's risk and expense, but without prejudice to any other rights which the client may have against the Contractor.

(c) Latent defects and failures to comply with specification

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

(d) Qualification by Tenderer

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

(e) Maintenance

At quarterly intervals during the guarantee period of twelve months the Contractor shall adjust and maintain the standby plant and its ancillary equipment in proper working order. As a minimum requirement he shall:

- i. Check and top-up if necessary, the fluid levels in the radiator, engine sump, fuel oil tank and batteries.
- ii. Grease and oil moving parts, where necessary and check the air filter and, when necessary, clean the filter and replace filter oil.
- iii. Check when necessary and adjust the valve settings and the fuel injection equipment.
- iv. Test run the standby plant and ancillary equipment for a period of 15 minutes.
- v. Wipe down the standby plant and its ancillary equipment and report on any evidence of any fluid leaks or other defects.
- vi. Fill in the standby plant logbook

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

If during the guarantee and maintenance period the standby plant is not in working order, or not working satisfactory owing to faulty material, design or workmanship, the Contractor will be notified and immediate steps within twenty-four hours (24) shall be taken by him/her to rectify the defects and/or replace the affected parts on site at his own expense. Should the standby plant defects be so frequent as to become objectionable or should the equipment otherwise prove unsatisfactory during the guarantee period of twelve months (12), the contractor shall, if called upon by the client, at his own expense replace the whole or such parts thereof as the client may deem necessary with the equipment to be specified by the client.

9. OPERATING AND MAINTENANCE MANUALS, ETC.

The Contractor shall supply three (3) complete comprehensive sets of operating and maintenance manuals complete with schematic control diagrams and complete spare parts list for both engine and generator.

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

The Contractor shall provide a schedule containing particulars and part numbers of all major components of the control circuitry to facilitate ordering of spares.

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

NOTE: Under no circumstances will first delivery be taken of the plant unless these requirements have been completed.

10. TRAINING OF DEPARTMENTAL PERSONNEL

The Contractor shall undertake to train the Employer's operating and maintenance staff to be fully competent in the operation, maintenance and fault finding, replacement and repair of the equipment.

Before or on completion of the installation, when the system is in running order, the Contractor shall instruct operators in the operation of the system until they are fully conversant with the equipment and the handling thereof.

The operators training course must contain at least the functions, facilities and operation of the system on the different levels and shall include:

- (1) Description of the system.
- (2) Written operating instructions and procedures for all levels of control personnel,

The maintenance training course has to contain all normal maintenance procedures and repairs to be done for everyday problems with the system.

All material included in the courses, shall be included in the operating and maintenance manuals.

The Contractor shall supply the Engineer with a proposed training course, one week prior to the commissioning of the system.

11. SUBMITTALS

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

- (a) Full particulars, performance curves and illustrations of the equipment offered.
- (b) Detailed drawings and wiring diagrams of the plant and switchgear.
- (c) Schematic of the complete electrical systems, including starter motor, battery and automatic battery charge.
- (d) The design of the control system to comply with the requirements for automatic starting, stopping, interlocking and isolation as specified.
- (e) Curves furnished by the engine makers, showing the output of the engine offered against the speed, for both intermittent and continuous operation as well as fuel consumption curves when the engine is used for electric generation
- (f) Dimensioned layout of all plant on top of the plinth.

12. BROCHURES

Detailed brochures of all equipment offered shall be presented together with the tender documents.

PART 2 – EQUIPMENT REQUIREMENTS**1. DIESEL ENGINE****1.1 Type**

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

1.2 Cooling System

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

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

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

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

1.3 Speed

The engine speed shall not exceed 1 500 R.P.M. at normal full load conditions.

1.4 Rating

The set shall be capable of delivering the specified output continuously under the site conditions, without overheating. The engine shall be capable of delivering 110 % load of the specified output for one hour (1) in any 12 hours consecutive running in accordance with BS 5514.

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

1.5 Governor

The speed governor shall be able to keep the output of the generator and speed within the permissible limits by maintaining frequency fluctuations within 1% limit.

1.6 Starter Battery

The engine shall be equipped with a 12/24 volt starting system of sufficient capacity to crank the engine at a speed, which will allow starting of the engine. The battery must be of heavy duty -low maintenance type, housed in a suitable battery box. The batteries shall be connected to the engine with a suitable rated PVC insulated flexible leads.

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

A device shall be provided to limit the cranking time of each automatic attempt to start, to the 10 seconds specified above and to provide three automatic attempts after which the automatic starting mechanism will cut out until manually reset and at the same time sound an audible alarm and illuminate the L.E.D. on the AMF 120 Mk 4 controller. The engine driven battery charging alternator shall have sufficient capacity to

recharge the batteries back to normal starting requirements in not more than six hours.

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

1.7 Lubricating

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

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

1.8 Cylinder Liners

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

1.9 Air Cleaners

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

1.10 Flywheel

A suitable flywheel must be fitted, so that lights fed from the set will be free from any visible flicker.

The cyclic irregularity of the set must within the limits laid down in B.S. 5514 as amended.

1.11 Exhaust Silencer

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

The exhaust pip shall be installed in such a way that the expelled exhaust fumes will not cause discomfort to the public. The exhaust pipe must be flexibly connected to the engine to take up vibrations transmitted from the engine, which may cause breakage. The exhaust piping and silencer shall be lagged to reduce the heat and noise transmission and shall be protected against the ingress of driving rain at 45° to the horizontal.

1.12 Engine Instruments

The following instruments with suitable limit markings shall be provided on the generator panel:

(a) Water temperature gauge. The gauge shall be calibrated at the lower part of the temperature range, so that when the engine is inoperative the temperature of the water is readable when heated by the immersion heater only. The temperature range shall extend beyond the operating range of the engine.

(b) Lubricating oil pressure gauge.

1.13 Engine/Alternator Coupling and Base

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

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

1.14 Fuel Tank

Day Tank -The fuel tank shall be an integral part of the base frame of the generator set. The tank shall

have sufficient capacity to run the engine on full load for a minimum period of 16 hours. The tank shall be self-bunded, fitted with a suitable filter gauge, removable inspection cover, drain, filler cap, low level and extra shutdown alarm sensors. These shall supply an audible and visible signal on the control panel.

2. AC GENERATOR

- (a) The generator shall be a 400/230 Volt, 1 phase, 4 wire and 50Hz machine. The generator shall have prime power rating.
- (b) After the output of the generator has stabilised on start-up, the frequency stability shall be 50Hz ± 0.5 Hz.
- (c) The output shall be sinusoidal with not more than 2% harmonic content.
- (d) The generator shall start automatically in the event of a power failure and shall switch over to normal supply on restoration of the incoming mains power.
- (e) An on-load bypass switch shall be incorporated to permit the bypassing of the generator supply in case of need.
- (f) The bypass shall include an isolator to enable the incoming mains to be switched off and a circuit breaker to feed its output as well as a circuit breaker from the generator.
- (g) The change-over panel shall incorporate three maximum demand reading ammeters.
- (h) There shall be an emergency stop button to permit stopping of the generator in case of emergency.
- (i) The engine and generator shall be painted with best quality grey enamel paint.

3. CHANGE OVER AND CONTROL PANEL

Automatic change-over system

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

Bypass isolation switch

The Automatic change-over system shall be equipped with a mechanical interlocked and manual operated bypass switch. The bypass switch shall allow the system to be started manual should the automatic system malfunctions and also be able to isolate the automatic change-over system without interrupting or cutting power to the load.

Control panel

- (a) The control panel shall be designed for the control of the diesel generating set with instrumentation and protective devices to meet both manual and automatic mode requirements.
- (b) The panel shall be of robust construction, totally enclosed, dust and vermin proof.
- (c) Internal chassis plates, circuit breaker pans and gland plates shall be provided and must be painted with white powder epoxy paint.
- (d) Prior to painting all steelwork must be thoroughly degreased and de-rusted and then primed with a zinc chromatic primer.
- (e) All exterior steel surfaces shall be painted with red powder epoxy paint.
- (f) All bus-bars, contactors, isolators and wiring shall have adequate current carrying capacity to handle at least 110% of the alternator full load current and suitable supported.
- (g) Control wiring shall be neatly laced and numbered with durable plastic ferrules for easy tracing.
- (h) Suitable sized holes shall be punched in the gland plates for the required number of cable terminations for both incoming and outgoing cables.
- (i) The cables shall be secured to the gland plate by means of cable glands as Pratley, CCG or other approved.
- (j) Tenderers must give an assurance with their tender that replacements for equipment, switchgear and instruments used in the construction of the panel are readily available from stock held in the Republic of South Africa.
- (k) Control Panel Components:

- i. Automatic constant voltage battery charger
 - ii. Electronic governor
 - iii. Control relays for change over isolators
 - iv. 1 x DEEP SEA 7320 Generator Controller
 - v. 3 x flush mounted MDI 96 x 96mm dial ammeter suitably scaled
 - vi. 1 x flush mounted voltmeter selector switch with off, phase to phase and phase to neutral positions.
 - vii. 1 x flush mounted 96 x 96mm dial, frequency meter, scaled 47-53Hz
 - viii. 1 x flush mounted voltmeter 0 – 30V DC, battery voltage
 - ix. 1 x flush mounted running hour meter
 - x. 1 x manual start push button
 - xi. 1 x manual stop push button
 - xii. 1 x Emergency stop push button – -latching type
 - xiii. 1 x engine alternator charge indication
- (l) The controller status including warning and shutdown / critical alarms shall be included by a combination of LEDs and messages on the LCD display.

4. CABLES

4-core Cu PVC/ECC/SWA/PVC cables (sizes to be indicated on particular specification section) must be used. The cables shall be installed and terminated in accordance with the latest requirements and amendments of the SANS10142.

4.1 General

- (a) The contractor must satisfy the Engineer that he is competent to lay the cables specified, and must have had previous experience of cable laying and jointing of the size and type of cable specified.
- (b) The Contractor shall, before installing the cables, familiarize himself with the conditions on site and shall be provided with such information as is known to the Engineer through the route, to enable the Contractor to adequately plan the route.
- (c) The Contractor shall take all reasonable steps to ascertain where the cables are liable to be subjected to chemical or other damage or electrolytic action and shall submit his recommendations for approval, for any precautionary measures to be taken in such instances.
- (d) Except where ducts, tunnels or pipes are provided and unless instructed to the contrary by the Engineer, the Contractor shall lay the cables direct into the ground.

4.2 Trenching and excavations

- (a) The proposed cables routes will be indicated on the drawings and to tenderers on site.
- (b) The Contractor shall, before trenching commences, familiarize himself with the route and conditions on site and shall be provided with such information as is known to the Engineer regarding site conditions and other plant along the route, to enable the Contractor to ensure that every effort is made to avoid damage to this plant. In addition, any landscaping that is obstructing the cable route is to be indicated to the engineer for instruction on how to proceed.
- (c) Trial holes shall be made as and when requested by the Engineer, or by the Contractor where reasonable doubt exists regarding the proximity of other plant. The request for trial holes by the Engineer does not absolve the Contractor for liability for damage to plant during excavation.
- (d) Trenches shall be kept as straight as possible and each trench shall be excavated to approved formations and dimensions.
- (e) Where trenches pass from one section to another, where a change of level is necessary, the bottom of the trench shall rise or fall gradually to the approval of the Engineer.
- (f) If, during the course of excavating, obstructions are encountered which necessitate alterations to the trench, or the adoption of a special form of trench, such trenching must receive the prior approval of the Engineer.
- (g) The material excavated from each trench shall be placed adjacent to the trench in such a manner as to prevent nuisance or damage to adjacent hedges, trees, ditches, drains, gateways and other property, and shall be stacked so as to avoid undue interference with traffic.

- (h) In order to facilitate the re-use of excavated material for road foundations and surfacing, the excavated material shall be separated into hard road metal, soil and other materials.
- (i) The Engineer Shall be notified immediately by the Contractor of any exceptional conditions which are encountered during excavations.
- (j) Trenches shall be secured and encircled with a red and white tape and notice board to notify people on site of possible danger.

4.3 Cable laid in the ground

- (a) Prior to laying the cable, the trench shall be inspected thoroughly by the Engineer or his appointed representative to ensure that it is free from all objects likely to damage the cable either during or after cable laying operations.
- (b) The method of laying of cables shall be approved and meet the specification of the manufacturer and the client.

4.4 Installation depth

- (a) Unless otherwise specified cables shall be installed at the following minimum depth below final ground level of **600mm**
- (b) All cable depth measurements shall be made to the top of the cable when laid directly in ground or to the top of the duct or sleeve where these are provided.
- (c) The Contractor may only deviate from the above depths provided prior authority in writing has been obtained from the Engineer.

4.5 Bedding

- (a) The bottom of the trench shall be filled across the full width with a 75mm layer of suitable soil sifted through a 6mm mesh and levelled off.
- (b) Only sandy clay or loam soil with a satisfactory thermal resistivity (not exceeding 1,5° C m/W) may be used for this purpose. Sea or river sand, ash, chalk, peat, clinkers or clay soil shall not be used. The use of crusher sand is acceptable.
- (c) Where no suitable soil is available on site, the Contractor shall import fill from elsewhere and make all the necessary arrangements to do so. The cost of importing soil for bedding purposes shall be included in the contract price and shall be agreed with the Engineer, unless specifically provided for in the rates.
- (d) After cable laying, a further layer of bedding shall be provided to extend to 75 mm above the cables.
- (e) The bedding under joints shall be fully consolidated to prevent subsequent settling.

4.6 Backfilling

- (a) The Contractor shall not commence with the backfilling of trenches without prior notification to the Engineer so that the cable installation may be inspected. Should the Contractor fail to give a timeous notification, the trenches shall be re-opened at the contractor's cost.
- (b) Cables shall be protected by means of the following:

A plastic marking tape shall be installed at 300 mm above the cable. The tape shall be red and white and the words -ELECTRIC CABLE shall be printed at 500 mm distances on it.

- (c) Backfilling shall be done with soil suitable to ensure settling without voids. No large stones or rocks shall be present in the backfill material. All soil used for backfilling shall pass through an 80 mm mesh. to ensure that the maximum allowable diameter of stones present in the backfill material is 75
- (d) The backfill shall be compacted by hand in layers of 150 mm and sufficient allowance shall be made for final settlement. The Contractor shall maintain the refilled trench at his expense for the duration of the contract. Surplus material shall be removed from site and suitably disposed of.
- (e) On completion, the surface shall be made good to match the surrounding area. In the case of roadways or paved areas the excavations shall be consolidated to the original stability and the surface finish reinstated.

5. EARTHING

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

6. INSTALLATION

- (a) The tenderer must include for the complete installation and wiring of the plant in running order, including the disconnecting of the main cables from the existing DB or substation and re-connecting to the changeover panel and outgoing cable from the changeover panel to the distribution board,
- (b) The connecting of the cable and control cabling to the generator and the control terminals in the LV board remains the responsibility of the tenderer.

7. PHASE ROTATION

The contractor shall ensure that the mains and generator phase rotations are identical.

8. GENERATOR HOUSING

- (a) No building will be provided for the generator.
- (b) All generators shall be supplied complete with a weatherproof container type steel canopy. The canopy shall also be vandal and vermin proof.
- (c) The canopy shall accommodate the generator set, control panel and change over panel.
- (d) The canopy shall be fitted with sound dampers to limit the noise level from the generator engine to below 75dB.
- (e) The canopy shall be lockable by means of a padlock. The canopy shall be constructed from 3CR12 stainless steel.
- (f) The canopy shall be treated against corrosion with a suitable rust-inhibiting primer. The canopy final coat of paint shall be grey.

9. CONCRETE PLINTHS

- (a) Concrete plinth designs and drawings will be provided by the Contractor in accordance with the generator dimensions..
- (b) All concrete plinths shall be able to accept a minimum loading weight of five tonnes, spread evenly over the footprint of the generator canopy.
- (c) Each plinth dimensions will be provided on particular specifications for each site.
- (d) 25 mm chamfers shall be provided on the exposed edges.
- (e) The concrete strength for each plinth shall be 30MPa.
- (f) All excavations, preparations and reinforcing to be inspected by the Engineer prior to pouring of concrete.
- (g) 14 days curing time must be allowed after pouring of the concrete base before installation of equipment.
- (h) Sleeves shall be cast into the plinths to enable cables to be connected to the generator.
- (i) Minimum characteristic strength of steel reinforcement in MPa are: High yield reinforcing (Y) = 450MPa
- (j) Concrete: blinding class 15/19 Slab class 30/19
- (k) All work shall be in accordance with SABS 1200 G concrete.

SBD 3.1C

PART 3 – TECHNICAL SPECIFICATION

1. GENERAL

This specification covers the installation for the new standby generator required at 40 HOWARD AVENUE building in Glenwood.

The works consists of:

The power analysis study and the manufacture, supply, delivery, installation, testing and commissioning, training, documentation, maintenance and guarantee of an **70kVA-100kVA, 230V, 3 phase** standby generator set enclosed in a weather and sound proof enclosures, complete with automatic changeover control panel, manual bypass switch, modification of existing distribution board as specified and service the installation during the guarantee period.

The installation must comply fully with all the sections and drawings of this document. This particular specification is supplementary to the General Specifications, Section 1 and Equipment Requirements, Section 2, and must be read together; where they are at variance the **Particular Specification** shall take precedence.

2. DRAWINGS ISSUED

The following drawings will be issued and form part of this specification

Drawing number	Description
No Drawings	No drawings

3. SITE INFORMATION AND CONDITIONS

3.1 Location

The site is located at, 15 Scott, Street, Pietermaritzburg, 3200. GPS Coordinates are: -29.609189, 30.370538

The Tenderer shall make himself/herself aware of the site conditions, layout and access to the site and price accordingly for the delivery, offloading and installation of the Generator.

3.2 Site Conditions

The following site conditions will be applicable and equipment shall be suitably rated to develop their assigned rating and duty at these conditions.

- (a) Height above sea level : 569 meters
- (b) Maximum ambient temperature : 40°C
- (c) Maximum ambient humidity at lowest temperature —: 97%

4. POWER ANALYSIS STUDY

The contractor shall do the power analysis study for the entire site for the minimum of two (2) weeks and present the report to the engineer. This work must commence no later than second week from the date of site handover. The study shall provide the following results during this period.

- i. Starting or Inrush currents (A)
- ii. Instant maximum demand (kVA) ili, Average maximum demand (kVA)
- iii. Instant maximum power (kW)
- iv. Daily power consumption in form of graph (kVA)

5. OUTPUT AND VOLTAGE

After the de-rating factors for the engine and generator due to site conditions have been taken into account, the set must have a site output and voltage as follows:

No load voltage : 230V, 1 Phase, 4 wire
 Rating : 100 KVA,
 Prime Power at 0.8 power factor 88 kW
 Frequency : 50Hz
 Fault Level : 15kA

The generating set is required to supply the entire building in case of power failure.

6. GENERATOR SET

A complete containerized generator set consisting of an engine, a generator, a self-bunded day tank, a changeover panel and control panel shall be supplied and installed.

Note: The changeover panel will be separated from the generator, refer to the schematic diagram, drawing no 4.

7. BULK AND DAY TANK

7.1 Day Tank

The fuel tank shall be an integral part of the base frame of the generator set. The day tank shall have a minimum capacity of **1000 litres** and sufficient capacity to run the engine on full load for a minimum period of 16 hours.

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

7.2. Bulk Tank

(a) There shall be no bulk tank for this back-up generator.

8. CABLE

The contractor shall be responsible for all electrical cable connections associated with the complete generating set installation.

All cables shall have copper conductors and earth continuity conductors. The following cable shall be supplied, installed and terminated at the changeover panel and at the substation.

From	To	Size	Type	Length(m)
Meter Kiosk	Generator	95mm ² x4core	PYC/SWA/ECC/PVC/600/1000V	15
Generator	Main DB	95mm ² x4core	PVC/SWA/ECC/PVC/600/1000V	EXISTING

9. LOAD ACCEPTANCE

The generator set shall be capable of accepting 75% of the specified site electrical load 10 seconds after the

starter motor is energised and the remaining 25%, 5 seconds thereafter, i.e. 100% load acceptance shall not exceed 15 seconds.

10. CONCRETE PLINTH

The Generator shall be installed on reinforced concrete slab/plinth in the position indicated on the drawing as a reference .

11. EXISTING INSTALLATION

The entire site is supplied by a 400 Amperes 3 phase circuit breaker located in the municipality meter kiosk at the boundary near the entrance route of main gate.

The Main LT Board feeding the 40 Howard Avenue is accommodated in the Main LT room located under the stair cases as shown in the drawing No. 01.

The Main LT board is fed by 2 x 95 mm² 4 core PVC/SWA/PVC/ECC Cu cable from municipality meter kiosk.

The successful tenderer shall make himself/herself aware of the existing installation prior starting the work, this will enable the contractor to prepare the program accordingly and accommodate the changeover process.

12. CHANGEOVER CONTROL PANEL

- (a) The changeover control panel for this installation shall be incorporated in containerized generator.
- (b) The generator shall start automatically in the event of a power failure, and shall switch over to normal supply on restoration of the incoming mains power.
- (c) An on-load bypass switch shall be incorporated to permit the bypassing of the generator in case of need.
- (d) The bypass switch shall include an isolator to enable the incoming mains to be switched off, and a 400A circuit breaker to feed its output as well as 400A circuit breaker from the generator.
- (e) The changeover panel shall incorporate three 0 - 1000 A Maximum demand reading ammeters.
- (f) There shall be an emergency stop button to permit stopping of the generator in case of emergency.
- (g) The changeover panel workshop drawings to be approved by the engineer prior the construction of changeover control panel.

13. LABELS

- a. All labels shall be engraved on red-white-red laminated plastic shall be secured to the boards by means of screws.
- b. Prominent engrave red label with white lettering reading the following shall be fitted to the distribution boards listed below.

-SUPPLY BACKED UP BY STANDBY GENERATOR

Distribution boards:

- i) Main Distribution board.
 - ii) All sub distribution boards
- c. All labels shall be secured to the faceplates of boards by means of screws

14. CHANGEOVER PROCESS WORK OR INSTALLATION

The following work must be carried over the weekend and be prior arranged and agreed by with the engineer as well as the Chief Electrical Engineer of KZN Department of Education. This procedure requires the electrical isolation of the entire building.

The contractor shall prepare a detailed programme of the proposed change over procedure, which shall be commented on by the engineer. After an acceptable programme has been produced and successful factory

acceptance testing of generator with changeover panel has taken place. The contractor shall do the following;

- 14.1. Install the 2 x 95mm² PVC/SWA/PVC/ECC copper cables between Main LV Board and Change over panel. The cables must be terminated on both ends on the 400A circuit breaker in municipal meter kiosk and change over panel.
- 14.2. Reroute and install existing 2 x 95mm² PVC/SWA/ECC/PVC copper cable between changeover panel and Main LT board. The cable must be terminated on the 400 Amperes in changeover panel.
- 14.3. Upon completion of installation of the generator, the contractor shall fit prominent engraved red label with white lettering reading, reading “**SUPPLY BACKED UP BY STANDBY GENERATOR?**” in ALL Distribution Boards as indicated in clause 12 above.

The above work must be done over the weekend starting at 16h30 on Friday and be completed by 7h00 on Monday, when power must be restored to Bowden House Building. It is essential to plan this phase of the project with care and in detail. At implementation, there must be an hour-by-hour monitoring of progress.

15. PROVISION OF GENERATOR PLINTH AND CIVIL WORKS

The successful tenderer, on receipt of notification of award of the contract shall, within 7 days check the details of the existing generator plinth.

The generator size shall match the existing plinth

16. MAIN DISTRIBUTION BOARD (DB) REPAIRS

The existing distribution board needs repairs; the appointed contractor shall do the following;

- The existing three (3) ammeters, (1) voltmeter, and (1) voltage selector switch shall be changed.
- The distribution board doors hinges shall be installed
- The distribution board doors shall be painted red
- The Elster or Alpha A1700 or similar approve smart meter shall be installed to monitor power consumption in future.

17. PROGRAM

The contract is to be executed in the shortest period possible as specified in the contract data. The tenderer is to note in the tender return:

- a. Date for commissioning of changeover panel.
- b. Date for full completion of contract.

18. TESTING AND COMMISSIONING

The contractor shall test the generator as specified in the general specification

Factory Acceptance Test's

Should the Generator manufacturer's premises be located further than 200km from Pietermaritzburg, the Tenderer shall allow for travelling costs for two persons to the manufacturer's premises, including airfares (economy), car hire, hotel accommodation (minimum 4 star) and all meals.

19. OPERATION AND MAINTENANCE MANUAL

The Contractor shall supply Operating and Maintenance Manuals as specified in the standard specification of generators (part 2)

All test certificates shall be included in the Statutory Compliance File.

20. TRAINING

The Contractor shall undertake to train the Employer's operating and maintenance staff to be fully competent in the operation, maintenance, fault finding, replacement and repair of the equipment.

Before or on completion of the installation, when the system is in running order, the Contractor shall instruct operators in the operation of the system until they are fully conversant with the equipment and the handling thereof.

The operations training course must contain at least the functions, facilities and operation of the system on the different levels and shall include:

- (1) Description of the system.
- (2) Written operating instructions and procedures for all levels of control personnel.

The maintenance training course has to contain all normal maintenance procedures and repairs to be done for everyday problems with the system.

All material included in the courses, shall be included in the operating and maintenance manuals.
The contractor shall supply the Engineer with a proposed training course, one week prior to the commissioning of the system.

21. GUARANTEE AND MAINTENANCE

The Contractor shall maintain and guarantee the generator as specified in the general for a period of 12 months from date of Completion.

22. RETURNABLE SCHEDULES

The attached Schedule of equipment offered shall be fully completed by the Tenderer and submitted with the tender offer.

22.1 SCHEDULES OF TECHNICAL INFORMATION

22.1.1 Engine

NO	ITEM	REMARKS
1.	Manufacturer's Name	
2.	Country of Origin	
3.	Manufacturer's model No. and year of manufacture	
4.	Continuous sea level rating after allowing for ancillary equipment in kW	
5.	Percentage de-rating for site conditions, in accordance with BS 551.4 a) For altitude b) For temperature c) For humidity d) Total de-rating	

Engine (continued)

NO	ITEM	REMARKS
6.	Net output on site in kW	
7.	Nominal speed in r.p.m.	
8.	Number of cylinders	
9.	Strokes per working cycle	
10.	Stroke in mm	
11.	Cylinder bore in mm	
12.	Swept volume in cm ³	
13.	Mean piston speed in m/min	
14.	Compression ratio	
15.	Cyclic variations	
16.	Fuel consumption of the complete generating set on site in l/h of alternator output at : a) Full load b) ¾ load c) ½ load Note: A tolerance of 5% shall be allowed above the stated value of fuel consumption.	
17.	Make of fuel injection system	
18.	Capacity of fuel tank in litres	
19.	Is gauge glass fitted to tank?	
20.	Is electric pump for filling the fuel tank included?	
21.	Method of starting	
22.	Voltage of starting system	
23.	Method of cooling	
24.	Type of radiator if water cooled	
25.	Type of heater for warming cylinder heads	
26.	Capacity of heater in kW	

Engine (continued)

NO	ITEM	REMARKS
27.	Method of protection against high temperature	
28.	Method of protection against low oil pressure	
29.	Type of governor	
30.	Speed variation in % (a) Temporary (b) Permanent	
31.	Minimum time required for an assumption of full load in seconds	
32.	Recommended interval in running hours for : a. Lubricating oil change b. Oil filter element change c. Decarbonising	
33.	Type of base	
34.	Can plant be placed on solid concrete floor?	
35.	Are all accessories and ducts included	
36.	Is engine naturally aspirated ?	
37.	Are performance curves attached?	
38.	Diameter of exhaust pipe	
39.	Noise level at tail of exhaust pipe in dBA	
40.	BMEP (4 Stroke) at continuous rating (kPa)	
41.	% Load acceptance to BS 5514, Part 4 with 10% transient speed drop	

2.1.2 ALTERNATOR

NO	ITEM	REMARKS
1.	Maker's name and model no.	
2.	Country of Origin and year of manufacture	
3.	Type of enclosure	
4.	Nominal speed in r.p.m	
5.	Number of bearings	
6.	Terminal voltage	
7.	Sea level rating KVA at 0,8 power factor	
8.	De-rating for site conditions	
9.	Input required in kW	
10.	Method of excitation	
11.	Efficiency at 0,8 power factor and: a) Full load b) $\frac{3}{4}$ load c) $\frac{1}{2}$ load	
12.	Maximum permanent voltage variation in %	
13.	Transient voltage dip on full load	
14.	Voltage recovery on full load application in milliseconds	
15.	Is alternator brushless?	
16.	Class of insulation of windings	
17.	Is alternator tropicalized?	
18.	Symmetrical short circuit current at terminals in Ampere	
19.	Type of Coupling	

2.1.3 SWITCHBOARD

NO	ITEM	REMARKS
1.	Maker's Name	
2.	Country of Origin	
3.	Is board floor or set mounted?	
4.	Finish of board	
5.	Make of volt, amp, and frequency meters	
6.	Dial size of meters in mm	
7.	Scale range of voltmeter	
8.	Scale range of ammeters	
9.	Ration of current transformers	
10.	Make of hour meter	
11.	Make of cyclometer counter	
12.	Smallest unit shown on counter (item 11)	
13.	Make of circuit breaker	
14.	Type of circuit breaker	
15.	Rating of circuit breaker in Amp and fault level in kA	
16.	Setting range of overload trips	
17.	Setting range of instantaneous trips	
18.	Make of change-over equipment	
19.	Make of voltage relay	
20.	Is control and protection equipment mounted on a removable panel?	
21.	Type of control equipment	
22.	Make of mains isolator	
23.	Type of indicators for protective devices	
24.	Make of rectifier	

SWITCHBOARD(continued)

NO	ITEM	REMARKS
25.	Type of rectifier	
26.	Is battery charging?	
27.	Are volt and ammeters provided for charging circuit?	
28.	Is the alarm hooter of the continuous duty type?	
29.	Rating in Amps of : a. Change-over equipment b. Mains on load isolator c. By-pass switch d. Circuit breaker to outgoing feed	
30.	Is manufacture of switchboard or control panle to be sub-let?	
31.	If yes, state name and address of manufacturer	

2.1.4 BATTERY

NO	ITEM	REMARKS
1.	Maker's Name	
2.	Country of Origin	
3.	Type of battery	
4.	Voltage of battery	
5.	Number of cells	
6.	Capacity in cold crank amp	

2.1.5 DIMENSIONS

NO	ITEM	REMARKS
1.	Overall dimensions of set in mm	
2.	Overall mass	

2.1.6 DEVIATION FROM THE SPECIFICATION AS AN ALTERNATIVE (STATE BRIEFLY)

NO	DESCRIPTION
1.	
2.	
3.	
4.	
5.	
6.	
7.	

I HAVE READ AND UNDERSTOOD THE SPECIAL INSTRUCTIONS AND NOTICES ABOVE:

SURNAME AND INITIALS OF REPRESENTATIVE

DATE

SIGNATURE

COMPANY OFFICIAL STAMP

**KWAZULU-NATAL DEPARTMENT OF EDUCATION
INSTALLATION OF BACKUP GENERATOR AT 40 HOWARD AVENUE**

SCHEDULE OF QUANTITIES

GENERATOR INSTALLATION

PRICING INSTRUCTIONS

1. The FIDIC Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
2. The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Contractor is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

3. Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Scope of Work. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities². Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
4. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
5. The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Quotation is based.
6. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Contractor shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the Quotation rates shall apply should work under these items actually be required.

Should the Contractor group a number of items together and Quotation one sum for such group of items, the single Quotation sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The Quotation rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 8 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

- 9 The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Contractor Quotations to do the work
Amount	:	The quantity of an item multiplied by the Quotation rate of the (same) item
Sum	:	An amount Quotation for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kiloliter
km	=	kilometer
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	liter

m	=	meter
mm	=	millimeter
m ²	=	square meter
m ² -pass	=	square meter-pass
m ³	=	cubic meter
m ³ -km	=	cubic meter- kilometer
MN	=	meganewton
MN.m	=	meganewton-meter
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

**KWAZULU-NATAL DEPARTMENT OF EDUCATION
 INSTALLATION OF BACKUP GENERATOR AT 40
 HOWARD AVENUE, GLENWOOD**

SCHEDULE 1: GENERATOR INSTALLATION/BILL OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.1	Preliminary & General				
1.1.1	Provide for all preliminary and general items including Site Establishment & Removal; Project supervision & Administration; Security of works; Provision of Sureties, Insurances, Third Party Insurance, Guarantee of Works		Item	-	
1.1.2	Provide 3 sets of Operating and Maintenance Manuals		Item	-	
1.1.3	Supply Certificate of Compliance for the entire installation.		Item	-	
1.1.4	Supply as-built drawings of the installation.		Item	-	
1.1.5	Other (Specify) Networking Card		Item	-	
1.2	Stand-by Generator				
1.2.1	Supply, installation, testing, commissioning and handing over in first class working condition of a complete 100 kVA three phase diesel standby generator complete with a sound attenuated canopy and all the necessary ancillary equipment as specified.		Item	-	
1.3	Automatic Transfer Switch (ATS)				
1.3.1	Supply, delivery, installation, testing and commissioning of a three phase Automatic Transfer Switch for the above stand-by generator.		Item	-	
1.4	Delivery				
1.4.1	Transporting, Delivery, and offloading, of the above stand-by generator, with rigging vehicle & crew to 40 Howard Avenue, Glenwood.		Item	-	
1.5	Diesel Fuel				
1.5.1	Supply and install into the standby generator tank the first fill of 1000 litres diesel.		Item	-	

	Sub-total carried forward to next page			
	Sub-total brought forward from previous page			
1.6	Concrete Plinth			
1.6.1	Provide and install a steel reinforced concrete plinth for the above standby generator, with concrete slot for supply cables. Allow for chamfer of which it will protrude 300mm above the ground level - including excavation. The final plinth dimensions will be obtained from manufacture. The final position will be confirmed on site.	Item	-	

1.7	Electrical Installation and Cable			
1.7.1	Supply, installation, testing, commissioning and handing over in first class working condition of electrical installation necessary to connect the generator to existing Main DB. Including the 95mm ² 4c cable; earth wire; terminations; trench excavation and backfilling; PVC Kabelflex sleeves; warning tape; and all civil works required to make good.	Item	-	
1.8	Repairs and addition to Main DB			
1.8.1	Repairs to Main DB as specified	Item	-	
1.8.2	Supply and install smart meter as specified	Item	-	
1.9	Generator Service			
1.9.1	Service the generator quarterly for a period of 12 months as per manufacturer's requirements.	Item	-	

SUB- TOTAL CARRIED FORWARD TO SBD 3.1D (Excl. VAT)				R
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FUNCTIONAL EVALUATION CRITERIA

6.1 The evaluation of the functional / technical detail of the proposal will be based on the following criteria:

Functional Factor	Criteria Description	Weighting (%)
Company Experience	The Engineering practice must have a minimum of 5 years' experience on similar electrical infrastructure design and implementation .The bidder must provide a clearly detailed company, stipulating the number of years rendering similar services.	20
Client References	A minimum of contactable references for similar work is required. Reference letters must be provided substantiate such claims from different cliental	50
Staff Capability	The Principal Engineer must have a minimum of 5 years' experience on similar electrical infrastructure design and implementation. Detailed CV(s), indicating the number of years the assigned project team has on similar electrical infrastructure design and implementation. <ul style="list-style-type: none">• Electricians - authorised person CV• Staff complement	30
TOTAL POINTS FOR FUNCTIONALITY		100

Proposals with functionality / technical points of less than the pre-determined minimum overall percentage of **70 %** and less than **50 %** on any of the individual criteria will be eliminated from further evaluation.



No	Criteria	Proof Required	Points Allocation	Weight
1.	Company Experience: Number of years the company has been rendering similar services. The service provider must have a minimum of three years' experience on similar electrical maintenance project's	The bidder must provide a clearly detailed company profile, stipulating the number of years rendering similar services	<3 years - 0 points 4-5 years - 5 points 6-10 - 7 points >10 -10 points	20%
2.	Client references Minimum three references to be submitted, a field trip for verification may be undertaken	Contactable references for similar work /projects undertaken in the last three years	<i><3 references - 1 point</i> <i>3-4 references - 5 points</i> <i>5-8 references - 7 points</i> <i>>8 references - 9 points</i>	50%
3.	Staff Capability The Principal Engineer, experience or similar electrical infrastructure maintenance and implementation The detailed CV(s), indicating the number of years the assigned team has had on similar projects.	Detailed CV(s), indicating the project team experience .Project Team qualifications and supporting Documents / Competent staff profile that proves the readiness of the company to carry on a successful project	< 3years -1 point 6-8 years - 5 points 9-10 years - 7 points >10 years -9 points	30%
4.	TOTAL			100



ELIMINATION CRITERIA

Proposals will be eliminated under the following conditions:

Submission after the deadline;

Proposals submitted at incorrect location;

Failure to attend the briefing session;

Failure to meet the pre-qualification criteria to

Failure to submit ECSA registration certificates PR/Eng.

Failure to submit a Valid letter of good standing with the Department of Labour (COID)

Step 3: Functionality

CRITERION	MAXIMUM TO BE AWARDED	SCORING	MEANS OF VERIFICATION
Functionality	100		
1. Delivery Timeframe:	(15)	Delivery within Two months. 15 Points Delivery beyond three months. 5 Points	Provide schedule – project timelines
2. Company Experience:	(25)	Successfully completed \geq 3 projects in Refurbishment of standby generator. 25 Points OR Successfully completed \geq 1 to 2 projects in Refurbishment of standby generator. 15 Points	In order to score points completion certificates and Assessment forms completed by Client with contract numbers must be provided. Failure will result in Zero score



CRITERION	MAXIMUM TO BE AWARDED	SCORING	MEANS OF VERIFICATION
3. Methodology and Programme	(20)		
3.1 Construction Programme	(10)	<p>Good (Submitted a construction programme acceptable for approval by the Employer's Representative with innovative programming interventions to accelerate project objectives.) 10 Points</p> <p>Acceptable (Provided a detailed and convincing construction programme and demonstrated implement ability to meet project objectives.) 7 Points</p> <p>Poor (Provided a construction programme but details are missing.) 5 points</p> <p>Unacceptable (Does not demonstrate basic programming techniques & capabilities to meet project objectives. 0 point</p>	Submission of a detailed Construction Programme relevant to the Scope of Work. The Programme must demonstrate the Tenderer's approach and allocation of resources to achieve activities within the prescribed timeframes.



CRITERION	MAXIMUM TO BE AWARDED	SCORING	MEANS OF VERIFICATION
3.2 Methodology	(10)	<p>Good (Submitted an excellent methodology and execution strategy that demonstrates clearly how the project objectives will be met along with a clear risk management plan. An innovative approach is to be presented that ensures successful implementation of critical activities.) 10 Points.</p> <p>Acceptable (Provided a detailed methodology and execution strategy with associated activities and resource optimization synchronized to meet the project objectives. The methodology is to include a schedule of required construction plant and resources required for the successful implementation of the project.) 7 Points</p> <p>Poor (Provided a basic implementation strategy but lacks a clear understanding of the project scope and detailed deliverables (multi- disciplinary.)5 Points</p> <p>Unacceptable (Does not demonstrate a basic implementation strategy linked with the construction programme and project objectives.) 0 Point</p>	Tenderer must demonstrates the ability to implement the Construction Programme and have a work implementation strategy assigned to the respective tasks for the optimisation of resources and activities.
Expertise	(40)		
Site Manager (SM)	(20)	CM has a minimum qualification of National diploma in Mechanical Engineering and ≥ 15 years' of appropriate experience and has completed two (2) Similar projects successfully in Refurbishing of standby generator. 20 Points	In order to score points CV's with certified qualification certificate must be provided. Failure will result in Zero score.
Mechanical Artisan (MA)	(20)	Diesel Electrical Fitter Artisan (DEA) has trade test certificate in Mechanics and ≥ 10 years' appropriate experience in which 3years must be a artisan. Diesel Electrical fitter apprentice/ artisan. 20 Points	

Functionality: 100 points, Minimum qualifying points will be 70 for further evaluation



PRICING SCHEDULE

SUBJECT: RQ 06/41: APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO SUPPLY, DELIVERY, INSTALL AND COMMISSIONING OF AN GENERATOR SET AT 40 HOWARD AVENUE IN DURBANN FOR KWAZULU-NATAL DEPARTMENT OF EDUCATION

Name of bidder.....	Quotation number: RQ 06/41
Closing Time 11h00	Closing date: 31 October 2023

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF QOUTATION

Item No.	Description	Total Price
1.	APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO SUPPLY, DELIVERY, INSTALL AND COMMISSIONING OF AN GENERATOR SET AT 40 HOWARD AVENUE IN DURBANN FOR KWAZULU-NATAL DEPARTMENT OF EDUCATION	
SUB-TOTAL FROM BILL OF QUANTITIES:SBD 3.1C		
VAT AT 15 %		
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)		

INITIALS AND SURNAME

SIGNATURE

DATE

COMPANY STAMP



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

.....

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.



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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 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

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.



submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 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



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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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



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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender



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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



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

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

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

Departmental Specific Goals	Departmental Specific Goals Narrative	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Race (HDP)	100% Black Owned Suppliers (Section 2(1)(d)(i) of the PPPFA)	10	
Gender (HDP)	Minimum of 51% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA)	5	
Disability (HDP)	Disability in respect of a person , a permanent impairment of a physical, intellectual or sensory fuction NB: Medical Certificate to be submitted as a proof to Disability	4	
Youth	Minimum of 51% Youth Equity Ownership	1	

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



Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>
<p>SURNAME AND NAME:</p>
<p>DATE:</p>
<p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>



EME'S OR 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:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. 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"	<p>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 –</p> <p>(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;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(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;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>



3. I hereby declare under Oath that:

- 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,
- 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,
- 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,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- 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

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)	

4. 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.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Signature of Commissioner of Oaths

Stamp



SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorized 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”	<p>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 –</p> <p>(c) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(d) who became citizens of the Republic of South Africa by naturalisation-</p> <p>III. before 27 April 1994; or</p> <p>IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>



Definition of “Black Designated Groups”	“Black Designated Groups means: (f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (g) Black people who are youth as defined in the National Youth Commission Act of 1996; (h) 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; (i) Black people living in rural and under developed areas; (j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
--	---

3. I hereby declare under Oath that:

- 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,
- 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,
- 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,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),



- 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)	

4. 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.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Stamp

Date: ____/____/____

Signature of Commissioner of Oaths



COMPULSORY BRIEFING SESSION/SITE INSPECTION CERTIFICATE

Quotation Reference No: RQ06/41

- 1. Briefing Date: 25 October 2023
- 2. Venue : 40 Howard Avenue in Durban, Suppliers to meet at visitor's entrance main gate
- 3. Time : 11H00

GOODS/SERVICE: RQ 06/41: APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO SUPPLY, DELIVERY, INSTALL AND COMMISSION OF A GENERATOR SET AT 40 HOWARD AVENUE IN DURBANN FOR KWAZULU-NATAL DEPARTMENT OF EDUCATION

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

On behalf of (company name) _____

Visited and inspected the site on ___/___/_____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative

(PRINT NAME)

DATE: ___/___/_____

Signature_____

Name of Departmental or Public Entity Representative

(PRINT NAME)

Departmental Stamp



GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder



KWAZULU-NATAL PROVINCE

EDUCATION
REPUBLIC OF SOUTH AFRICA

of the benefits of free and open competition.

- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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



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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

- 1.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or



industrial design rights arising from use of the goods or any part thereof by the purchaser.

2. Performance security

- 1.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 1.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 1.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

3. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

4. a cashier's or certified cheque

- 1.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

2. Inspections, tests and analyses

2.1 All pre-bidding testing will be for the account of the bidder.

2.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

2.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

2.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

2.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.



- 2.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 2.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 2.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

2. Delivery and documents

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

3. Insurance

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

4. Transportation



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

5. Incidental Services

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

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

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

6. Spare parts

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

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

7. Warranty

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

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



- 7.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 7.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 7.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

8. Payment

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

9. Prices

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

10. Contract amendments

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

11. Assignment

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

12. Subcontracts



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

13. Delays in the supplier's performance

- 13.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 13.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 13.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 13.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 13.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 13.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

14. Penalties

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

15. Termination for default

- 15.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or



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- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

15.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

15.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

16. Anti-dumping and countervailing duties and rights

16.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is



reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

17. Force Majeure

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

18. Termination for insolvency

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

19. Settlement of Disputes

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

20. Limitation of liability

- 20.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;



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- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

21. Governing language

21.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

22. Applicable law

22.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

23. Notices

23.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

23.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

24. Taxes and duties

24.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

24.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

24.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

25. National Industrial Participation (NIP) Programme

25.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

26. Prohibition of Restrictive practices

26.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.