SBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF FREE STATE HEALTH					
BID NUMBER:	**DOH (FS) 38/2026/2027**	**CLOSING DATE:**	**11 DECEMBER 2026**	**CLOSING TIME:**	**11H00**
DESCRIPTION	Appointment of framework contractors for Service, Maintenance, Repairs, Refurbishment and Replacement of equipment in substations, mini-substations, protection systems,DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities For Maintenance Projects Only, Excluding Construction and Building Projects in the Free State Province Health Department . **(4 EP or Higher)** **Period: Date of signing of contract for Three years**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

DEPARTMENT OF FREE STATE HEALTH					
GROUND FLOOR, BOPHELO HOUSE, BLOCK C-WEST, OPPOSITE MAIN DOOR					
C/O CHARLOTTE MAXEKE STREET AND HARVEY ROAD, BLOEMFONTEIN					
SUBMISSION TO THE FOLLOWING:					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

FOR PROCUREMENT OF DOCUMENT ENQUIRIES MAY BE DIRECTED TO:		**FOR BIDDING AND TECHNICAL INFORMATION ENQUIRIES MAY BE DIRECTED TO:**	
DEPARTMENT	FREE STATE HEALTH	CONTACT PERSON	Mr B. Booi
CONTACT PERSON	Mr. M.S. Lesia	TELEPHONE NUMBER	051 408 1344
TELEPHONE NUMBER	051 408 1152	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	BooiB@fshealth.gov.za
E-MAIL ADDRESS	LesiaMSL@fshealth.gov.za	**NB: Bidders may send any queries electronically to the above mentioned emails**	

PART B
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 ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) ANDSPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

Signature Of Bidder: .....

Capacity Under Which This Bid Is Signed: .....

Date: .....

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

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.

2.2 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:

.....

.....

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.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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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.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

SPECIAL CONDITIONS OF CONTRACT
DEPARTMENT OF HEALTH

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THE FOLLOWING SPECIAL CONDITIONS OF CONTRACT WILL APPLY TO THIS BID / QUOTATION:

1) **INVITATION OF QUOTATIONS**

Quotations with the value above R500 000 may not be invited for a period less than 7 days before closing.

If due to circumstances there is a need to close the quotation within a period less than 7days, the intention to invite the supplier for a lesser period should be indicated on the Demand Form. **Minimum of three quotations must still be obtained in this regard.**

2) **EVALUATION CRITERIA**

The following preference point system is applicable to the bid/quotation 80 / 20

The preference points for this bid/quotation are allocated as follows and will be applied when adjudicating the bid / quotation:

Price	=	80 points
Specific goals	=	20
Total points	=	100 points

3. **THE APPLICATION AND IMPLEMENTATION OF THE PRERERENTIAL PROCUREMENT SPECIFIC GOALS**

3.1 The institutions must apply the 80/20 Preferential Point System to all the quotations above R30 thousand. The following Specific goals are applicable to all the requests for quotations within the Department

GENERAL

Specific goal	Applicable weight	The weight/s to be broken-down as follows	Evidence to be submitted by the supplier to substantiate the points claimed/allocated per specific goal (NB: Any of the evidence indicated below per specific goal should be regarded as sufficient)
Woman	10	• 100% Woman ownership = 10 points • 75%-99% Woman ownership =8 points • 60%-74% Woman ownership=6 points • 50% - 59% Woman ownership = 5 points • 1%-49% Woman ownership = 1 points • 0% Woman ownership = 0 points	• RSA identity document or • Valid RSA driver's license issued by the relevant authority. **NB together with the company registration documentations which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**
Youth	4	• 100% Youth ownership = 4 points • 75%-99% Youth ownership = 3 points • 60%-74% Youth ownership= 2 points • 50%-59% Youth ownership =1 point • 0-49% Youth ownership = 0 points	• RSA identity document or • Valid RSA driver's license issued by the relevant authority. **NB: together with the company registration documentations which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.** (Youth is defined as any south African citizen with the age between 18 and 35 years)

People living with disability	2	• 100% Disabled person Ownership = 2 points • 51% 99% Disabled person Ownership = 1 points • 0% - 50% Disabled person Ownership = 0	• Sworn affidavit signed by the company representative and attested by the Commission of oaths
Free State based company (NB: the institutions must ensure that this specific goal is aligned to the district they are situated in.)	4	• Free State based company = 4 points • Not Free State based company = 0 points	• Municipal Account, not older than (3) months **(If the Municipal account is not in the name of the company but rather in that of the Director, a Sworn Affidavit confirming that the company is operating in the premises of one of the Directors must be attached)** OR • Lease agreement OR • Title deeds OR • Permission to occupy land signed by the traditional authority OR • A letter of confirmation of the address signed by the ward councilor
WOMEN AND YOUTH			
Woman	10	• 100% Woman ownership = 10 points • 75% 99% Woman ownership =8 points • 60% 74% Woman ownership=6 points • 50% 59% Woman ownership = 5 points • 1% 49% Woman ownership = 1 points • 0% Woman ownership = 0 points	• RSA identity document OR • Valid RSA driver's license issued by the relevant authority **NB: together with the company registration documentations which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**
Youth	10	• 100% Youth ownership = 10 points • 75% 99% Youth ownership = 8 points • 60%-74% Youth ownership = 6 points • 50%-59% Youth ownership = 3 points • 1-49% Youth ownership = 1 point • 0-50% Youth ownership = 0 points	• RSA identity document OR • Valid RSA driver's license issued by the relevant authority **NB: together with the company registration documentations which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**

WOMEN ONLY			
Woman	20	• 100% Woman ownership = 20 points • 75%-99% Woman ownership = 18 points • 60%-74% Woman ownership = 16 points • 51%-59% Woman ownership = 13 points • 0-50% Woman ownership = 0 points	• RSA identity document OR • Valid RSA driver's license issued by the relevant authority **NB: together with the company registration documentations which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**
YOUTH ONLY			
Youth	20	• 100% Youth ownership = 20 points • 75%-99% Youth ownership = 18 points • 60%-74% Youth ownership = 16 points • 51%-59% Youth ownership = 13 points • 0-50% Youth ownership = 0 points	• RSA identity document OR • Valid RSA driver's license issued by the relevant authority **NB: together with the company registration documentations which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**

4) Once-off bid prices

4.1 Firm prices:
Prices for once-off bids must be firm. No application for price adjustment will be considered except in the case where rate of exchange is applicable. All the necessary documentary proof must be submitted.

Where the exchange rate is applicable the bidder is expected to complete the SBD 3.2 in full at the time of bidding.

5) Period Contract Prices

5.1 1st year of the contract period:

Prices must be firm for the 1st (first) year of the contract period. No price adjustments will be allowed during the 1st year of the contract period except in the case where rate of exchange is applicable. The request for price adjustment due to rate of exchange will be considered per consignment. All the necessary documentary proof must be submitted.

5.2 2nd year and rest of the contract period – Prices subject to escalation

5.2.1 A request for price adjustment due to statutory increases on period contracts will be considered after the 1st year of the contract period if the bid/quotation is qualified as such and with the necessary documentary proof.

5.2.2 In order to be considered for price increases from the 2nd year of the contract period (statutory increase) and where the rate of exchange is applicable (on request per consignment), the price escalation form SBD 3.2 must be completed in full.

5.2.3 **Submitting of price adjustment claims:**

Claims for statutory increases must be submitted within 90 days of the change in price If a claim is received after 90 days, the adjusted price will only be considered from the date the claim was received by the Department.
Delivery of goods and/or services must not be withheld as a result of the price adjustment not being finalized or as a result of any dispute

Companies must indicate in the bid document the amount to be remitted abroad as well as the rate of exchange applied in the conversion of that amount into SA currency, when calculating the bid price Proof from the bank for rate of exchange applicable to the bid at time of bidding must be attached to the bid document

Price adjustments based on Rate of Exchange will only be applied per consignment delivered to the applicable institution of the Department due to the continuous fluctuation.

5.2.4 Documentary proof for price adjustments:

(i) All claims must be properly substantiated by documentary evidence to the satisfaction of the Head of Health.

(ii) The following information must be supplied when claims for rate of exchange variations are lodged
- Documentary evidence of currency and amount paid to foreign supplier
- Supplier's invoice
- Bill of entry/landing
- Copy of institutions order, delivery note and invoice

5.2.5 Failure to comply with the conditions as per par. 5.2.2 to 5.2.4 **will invalidate** the claim

6) Qualification of bid / quotation documents

6.1 The invitation form (SBD 1 / Quotation Invitation Form) must be **completed in full, stamped where it is required and signed originally** (in black pen ink) by the person in the company who is authorised to do so **Failure to sign the offer will invalidate the offer.**

6.2 The SBD forms and all other bid forms must be submitted in the original format The Office will only consider the original bid documents issued by the Office and signed by the company Bid documents *that are retyped, transmitted by facsimile, electronic mail or changed in any other way,* will invalidate the bid. Scanned documents, which are completed in the original, will be acceptable.

7) Applicable Declarations – SBD 4, SBD 6.1:

All declarations must be **originally completed** in full and duly signed by the bidder and where required, two witnesses.

7.1 **SBD 4 – Declaration of Interest**

All the state employees are not allowed to do a business with the Free State Department of Health

8) Corrections to documents:

8.1 Correction fluid (like Tippex for example) must not be used in bid documents in order to correct mistakes Where a company wishes to correct a mistake, a single line must be drawn through it and the company must place his/her signature and date next to the correction, so that the original entry is still visible and legible. Failing to rectify mistakes in this manner will invalidate the bid or the relevant item, or the relevant clause

8.2 In all other cases of alterations/corrections a full signature and date must be attached above, next to or below the said alteration or correction. If not signed in full at the correction the specific item/bid/quotation will not be taken into consideration.

8.3 Companies must check the numbers of the pages on the bid document and should satisfy themselves that the document is complete and that none of the pages are missing or duplicated before the closing date of the bid. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated

8.4 Where **specific goal points** are claimed on the SBD 6.1 form, the form must be completed in full, must be signed by the company and both witnesses otherwise the points claimed will not be considered

8.5 The bid must be submitted in a sealed envelope. The **correct** bid number and closing date must be clearly indicated on the front of the envelope and the bidder's details on the back. The envelope must be placed in the bid box as indicated, before or on the closing date and time of the bid. On failure to comply the bid will not be considered Bids, which are **received after the closing date and time**, will not be accepted and will be returned to the bidder.

9) Tax Clearance Certificates

9.1 **Original valid Tax Certificates must be attached** to the bid documents Where the Tax Clearance Certificate is not attached the information will be verified on the Central Supplier database. The Department will not accept a bid from a bidder, whose tax matters were not declared to be in order by SARS.

9.2 Each party to a Consortium/Sub-contractor/Joint Venture must submit a separate original valid Tax Clearance Certificate. If the Tax Clearance certificates are not attached such information will be verified on the Central Supplier Database. Each party's Tax matters must be declared to be in order by SARS.

9.3 Period Contracts: Should the bid be accepted; the contractor must provide the Department (Compliance Office) throughout the contract period with a valid Tax Clearance Certificate on or before the expiry date of each certificate in the possession of the Office.

9.4 The Department has the right to verify the Tax Clearance Certificate submitted by a company at any SARS branch office nationwide.

10) Compulsory Explanatory Meeting and / or Site Visit

10.1 A compulsory explanatory meeting and/or site visit if so required in the bid documents and bid advertisement must be attended. Failure to attend will invalidate the bid. In case of a joint venture, consortium all companies must attend the meetings and submit their own attendance certificate in the company's name.

10.2 An attendance certificate per company must be signed and stamped by an official of the Department with registration at the meeting. The document/s must be attached in its original to the bid document Copies of the document will not be accepted.

10.3 Information already provided at the meeting will not be repeated to late attendees.

10.4 A copy of the minutes of the meeting can be made available to companies on request.

11) Payment to suppliers

Payments will be handled as prescribed by the PFMA and will normally be affected within 30 days of receipt of all the required documentation, which should be correct in every respect.

12) Legislation / Laws

Companies must comply with the provisions of current Labour Legislation as well as any other relevant legislation or legal requirement.

13) Validity period of bid

The period for which offers are to remain valid and binding (in order for the Department to finalize it), is indicated in the bid documents (SBD 3.1 / 3.2) and is calculated from the closing day with the understanding that offers are to remain in force and binding until the close of business on the last day of the period calculated and if this day falls on a Saturday, Sunday or Public Holiday, the bid is to remain valid and binding until the close of business on the following working day

14) Quantities

Where quantities are specified in the bid documents the Department cannot guarantee that they will be ordered as such, as it depends on Departmental needs. The Department is not liable for any losses the contractor might suffer for not ordering specific quantities
Where quantities are specified, "as required" the quantities will be ordered as and when needed.

15) Samples

15.1 Samples to be submitted (if so required in the bid documents), must be clearly marked with the bid and item number as well as the company's name

UNDER NO CIRCUMSTANCES SAMPLES SHALL BE INCLUDED IN THE BID DOCUMENTS. SAMPLES INCLUDED IN BID DOCUMENTS WILL NOT BE CONSIDERED

15.2 The samples must be delivered to the addressee mentioned in the bid documents so as to reach him/her not later than the closing date and time of the bid

15.3 Samples shall be supplied by the bidder at his/her own expense and risk.

15.3.1 Samples of the successful company will be kept with the Department until the end of the contract period and will be retuned to the company only if so stated in the bid/quotation documents.

15.4 All samples provided, which must be returned to the company must be removed on request of the Department at the company's own expense and risk within the specified period. On failing to comply with, the company will forfeit ownership and the sample shall forthwith be disposed of at the discretion of the Department

16) Bid prices

16.1 Prices of bids must be provided for the specific units as required per SBD 3 forms. The packaging may vary and will be considered unless specific packaging is required.

16.2 Bid prices must be all inclusive and no additional cost will be paid for e.g. delivery, VAT, etc

16.3 Bid prices must be indicated on the relevant SBD 3 form/s unless otherwise requested by the Department

17) Price lists

Price lists will not be considered for acceptance of the bid unless it was specifically requested in the bid / quotation documents.

18) **Specification – company's response**

Where a specification provides for the company's response to the different points of specification, the bidder's part must be properly completed or the bid or the relevant item will be disqualified. **Where items deviate from the requirement, the deviation must be indicated.**

19) **Adjudication of bid**

19.1 Chapter 6 of the Prevention and Combating of Corrupt Activities Act,2004 (Act 12 of 2004), that deals with the Register for Tender Defaulters, as well as Regulations made by the Minister of Finance in this regard, are applicable when adjudicating a bid/quotation

19.2 The Department may terminate the bid/contract in whole or in part if representatives of the Department, is in the judgement that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

19.3 In the event of a bid being awarded as a result of specific goal points claimed in terms of the revised Preferential Procurement Regulations 2022, the contractor may be required to furnish documentary proof to the satisfaction of the Department.

19.3.1 The Department will act against the bidder or person awarded the contract upon detecting that the specific goal points for B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the contract conditions have not been fulfilled.

19.3.2 The Department may, in addition to any other remedy that it may have against the bidder or person:

19.3.3 Disqualify the bidder or person from the bidding process;

19.3.4 Recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;

19.3.5 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;

19.3.6 Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after applying the *audi alteram partem* (hear the other side) rule; and

19.3.7 Forward the matter for criminal prosecution.

20) **Restriction of business interest of employees conducting business with the Provincial Government**

An employee may not have a business interest in any entity conducting business with the Provincial Government

21) **Compliance to contract**

21.1 The Department will monitor compliance to the contract after adjudication of the bid that include, but need not be limited to, site inspections and the request for documentary proof of compliance with the PFMA and relevant legislation.

21.2 Where services are rendered, which involves minimum wages for employees in terms of the sectoral wage determination, the Department reserves the right to request copies of payslips of employees during the period of the contract.

22) **Contract signing**
In response to an invitation to bid, companies must submit bid which in terms of the law represent offers. Once an offer is accepted and a bid is awarded to a successful company, a legal contract comes into existence.

The Department **will not** enter into any other contract than the SDB 7.1 or 7.2 form to be concluded as a result of acceptance of the bid

23) **Financial schedules**
The financial schedule and annexure(s) for breakdown on salaries/wages where applicable, must be fully completed and submitted with the bid.

24) **Declaration of Interest**
Failure to declare interest on the part of the company or officials from the Department is unacceptable, which will lead to the bid/quotation not being considered

25) **Descriptive literature / brochures / pamphlets**
If so required, the company must supply descriptive literature, brochures or pamphlets.
Descriptive literature is regarded as text and photos as issued by the original manufacturer.

26) **Performance Security / Surety**
A Performance Security / Surety is not applicable to all bid. Where it is a requirement in a specific bid, it will be indicated in the bid documents as well as the period in which the performance security / surety must be submitted. If so required, it must be provided to the Department within the required period or the Department will have the right to cancel the contract and to claim any damages suffered from the contractor.

27) **Accredited representative**
If you are an accredited representative in South Africa for the goods/services offered written proof from the original supplier must be enclosed. (Refer to the SDB 1 form). Failure to do so will result in the offer not being considered.

28) **Equipment exceeding specifications**
There might be cases where the specifications do not address latest developments in technology. Where this is the case, the company must indicate next to the specific requirement in the specification to what extent the improved technology is offered. The Department may consider such offers in the adjudication process on condition that full details are provided for comparison purposes

29) **Delivery and documents**
If so required, details of shipping and/or other documents to be furnished by the supplier are specified in the bid document

30) **Insurance**
Insurance as prescribed in the GCC par. 11 is applicable. Specific requirements over and above GCC par. 11 will be specified in the bid/quotation document

31) **Incidental services**
Incidental services if so required will be handled as specified in the bid document.

32) **Spare parts**
Spare parts forms part of the specification of the bid/quotation and must be dealt with as such.

33) **Warranty**
32.1 Only new, unused goods must be supplied unless otherwise stated in the bid document.
32.2 The General Conditions of Contract par. 15 will apply unless otherwise stated in the bid documents.

32.3 Suppliers must remedy defect(s) on goods delivered within the period stated in the bid/quotation document or within the period as required by the Department.

34) **Penalties**
Penalties will be imposed as per current prime interest rate as prescribed by the General Conditions of Contract par. 22 unless otherwise stated in the bid/quotation document.

35) **Settlement of disputes**
The parties hereby agree that in the case of a d spute that cannot be resolved mutually, the dispute will be referred for settlement to the Secretary of the Law Society in the Free State, and in the case of the said Society's unwillingness to hear the dispute, such dispute will be referred to the Chairperson of the Bar Council for the Society for Advocates and/or his/her nominee.

The parties agree that the decision of the presiding officer in the dispute settlement procedure will be final and that neither of the parties will institute legal action against the other following the dispute settlement.

36) **Termination of contracts: Unfulfilled orders**
On termination of the contract, unfulfilled orders will automatically be cancelled and where appropriate, be supplied in terms of any subsequent contract.

37) **Cession of contracts**
The supplier shall not cede, in whole or in part, its obligations to perform under the contract or payments made/or to be made by the Department to the supplier, except with the Department's prior written consent.

38) **Acceptance of the Special Conditions of Contract and General Conditions of Contract**
Failure to accept the Special Conditions of Contract and the General Conditions of Contract or any part thereof, may result in the bid/quotation not being considered

39) **THE COMPANY MUST COMPLETE THE FOLLOWING:**

I, ... in my capacity as ..... of the company, hereby certifies that I took note and accept the above mentioned Special Conditions of Contract

....
SIGNATURE **CAPACITY**

Contact person of company: .....

Tel. of Company: (.....) ..... **Fax of Company:** (.....) .....

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract, and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

health

Department of
Health
FREE STATE PROVINCE

BID NO: DOH(FS) 38/2026/2027

CIDB GRADING : 4EP AND OR HIGHER

Appointment of framework contractors for Service, Maintenance, Repairs, Refurbishment and Replacement of equipment in substations, mini-substations, protection systems,DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities For Maintenance Projects Only, Excluding Construction and Building Projects in the Free State Province Health Department

Period : Date of signing of Contract for Three Years (36 months)

PREPARED AND ISSUED BY:

Department of Health
Infrastructure Unit
Bophelo House
P.O Box 227
Corner Charlotte Maxeke Street and Harvey Road
9300

NAME OF TENDERING ENTITY: .....

Approved by: _____

Part T1 Scope of Work

1.1.1 The Scope is split into two sections, as follows:

a) Scope of Work for Service, Maintenance, Refurbishment and replacement of primary plant and secondary plant equipment

Part	Scope of Work
T1.1	Scope of Work for Service, Maintenance, Refurbishment and replacement of primary plant and secondary plant equipment

The Contractor shall ensure that an installation electrician is required to oversee and certify any electrical work to the works.

1.1.2 Applicable national and international standards

SANS 10142-1
SANS 10142-1-1
SANS10142-2

1.1.3 Materials, samples and shop drawings

Samples of materials

The contractor shall furnish samples of materials and specimens of finishes as may be called for by the Department of Infrastructure Development Representative for his approval

Workmanship samples

The supervisor may instruct the contractor to furnish samples of workmanship for his approval. Where the supervisor requires an assembly of various elements of the building or installation which is not incorporated in the works, the contractor shall arrange such an assembly at the employer's expense and the contract value shall be adjusted accordingly

Shop drawings

Only shop drawings and samples submitted for approval by the contractor shall be considered by the supervisor. The supervisor's approval of shop drawings or samples shall be limited to checking for general conformity with design and specification and shall not alter the design responsibilities in terms of the agreement. Where shop drawings are called for:

The contractor shall:

- Prepare, or ensure that a subcontractor, manufacturer, supplier or distributor prepares shop drawings at their own expense
- Submit sufficient copies of shop drawings to the supervisor for approval
- Allow the supervisor reasonable time to approve shop drawings
- Keep a record of all shop drawings submitted to the supervisor
- Ensure that shop drawings conform to the dimensions of built work
- Submit sufficient copies of the approved shop drawings to the supervisor for his use and for use on the works
- Ensure that work is not executed from shop drawings that have not been approved by the supervisor

The supervisor shall:

- Check the shop drawings submitted by the contractor timeously
- Advise the contractor where shop drawings are approved or are to be resubmitted

1.1.4 Instruction manuals and guarantees

The Contractor shall hand over to the project manager any operating and instruction manuals, data, product guarantees or instructions required by the project manager or provided by the manufacturers, suppliers or subcontractors

Operating and instruction manuals are to be submitted to the following employer's required format and manner:

- One master manual which contains all original certificates
- Three copies of the master manual

The Contractor shall train all relevant staff of the employer in the safe operating procedures of the starting up, maintaining and shutting down of equipment supplied, all to the approval of the project manager.

1.1.5 Dimensional accuracy

The contractor shall within 4 weeks of the access date check the existing levels, lines, profiles and the like affecting the works and satisfy himself as to the dimensional accuracy of work previously executed. The contractor shall forthwith notify the supervisor

1.1.6 Site establishment

Water and Electricity

The Employer does not warrant that any water or electricity supply that may exist is adequate for the proper execution of the works. Where such supply is inadequate, the contractor shall provide an adequate supply at his own expense

Service - Water

The Contractor shall make and upon completion remove all the necessary temporary plumbing connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.

Service - Electricity

The Contractor shall make and upon completion remove all the necessary temporary installation to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.

Ablution facilities

The Employer shall permit the Contractor usage of the existing ablution facilities. The Contractor shall maintain such facilities in a thoroughly clean and tidy condition and make good any damage thereto at his own expense.

1.1.7 Other facilities and services

Telecommunication facilities

The Contractor shall provide the following telecommunication facilities and shall be entitled to recover usage costs from the users thereof:

- Telephone
- Facsimile
- E-mail

Security of the works

The Contractor shall take all appropriate measures for general security of the works.

Compliance with manufacturer's instructions

The Contractor shall take delivery of, handle, store, use, apply and fix all products in strict accordance with the manufacturer's instructions.

Protection/isolation of existing/sectionally occupied works

The Contractor shall provide all temporary measures to protect/isolate the existing and/or sections of the occupied works and remove such measures on completion.

1.1.8 Notice boards

The Contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board, size 2,44m wide and 2,89m high, according to the standard drawing available from the employer, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces.

The lettering is to be 50mm and 100mm "sans serif" in ivory white on the blue background and in 100mm "sans serif" in navy blue on the ivory white background. The inscription, in one language only, which must bear the approval of the Project Manager. No other names or notice boards may be erected without the written approval of the Project Manager.

Sketch drawings of all proposed names or notice boards must be submitted to the Project Manager for approval, before being prepared and erected on site. These sketch drawings must not only show the full content of the proposed names or notice boards, but also the position and locality in which the boards will be erected.

1.1.9 Notice before covering work

The contractor shall give adequate notice to the project manager whenever any work or material which is subject to inspection or re-measurement is to be covered or concealed in any way. In default of such a notice being received timeously by the project manager such work shall be exposed and later made good at the contractor's expense.

Scheduled Services

The Contractor shall:

- Perform all scheduled services in accordance with the operating and maintenance manuals
- Complete all maintenance schedules
- Clean all relevant machinery/equipment and affected plant rooms
- Record all services in a logbook

The Contractor shall:

- Attend to all call outs with due diligence
- Make good any defects due to inferior material and/or workmanship on their own expense
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

Vandalism

The Contractor shall:

- Attend to all call outs with due diligence
- Prove vandalised breakages
- Submit a price for repairs to the agent
- Effect repairs on receipt of instruction
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

Administration

The Contractor shall:

- Submit all relevant contact details to the maintenance site foreman including the start and end dates of the maintenance period
- Supply a triplicate record type logbook for the installation to be kept in the office of the foreman
- Report to the foreman when visiting the site
- Sign off all logbook records with the foreman or his duly appointed representative
- Not shut down any part of the plant or installation without the approval of the institution management
- Convene three quarterly site meetings for the purpose of performance tracking. This meeting is to be attended by the site foreman, the employer's maintenance inspector and the agent
- Complete a site meeting record in the logbook, which must be signed by the foreman and the agent
- Submit a monthly invoice with copies of the monthly site inspection record, any service records and all relevant schedules

Site Meetings and Procedures

The Project Manager and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Project Manager require their attendance at such meetings.

The indicative duties of the *Project Manager*, *Supervisor* and *Employer* are as indicated in NEC 3 contract and Term Service Contract

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

1.1.10 Health and safety requirements

The contractor shall be responsible for compliance with the requirements of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993, as a principal contractor and shall manage the health and safety aspects of the works in accordance with the requirements of Generic Specification for Occupational Health and Safety in engineering and construction works contracts contained in Annexure B.

The abovementioned generic standard makes several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

The contractor shall within one week of the starting date and prior to commencing with the works, submit to the Project Manager for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted. No *access* to the site will be allowed to the contractor without the documented health and safety plan being submitted to and approved by the Project Manager.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

Part T2 Mandatory/ Compulsory Requirements

1 Documents required for tender evaluation purposes

The Tenderer must complete the following returnable documents:

- CK documents
- ID copies of company Directors or shareholders.
- Certificate of attendance at clarification meeting
- Proof of Registration with the CIDB
- Letter of good standing with the compensation fund
- Rates and taxes account not older than three months or lease agreement
- CSD (central supplier database) latest report
- ORHVS
- Valid Electrical Contractors Letter for any Electrical installations installations from Department of Labour
- Comprehensive CV/s of Competent/responsible person/s in terms of SANS10142-2 and HV regulations qualifications (ORHVS certificate shall be included) who will be exercising supervision/control during the maintenance work onsite as well as the person/s who will be performing MV operating/switching onsite
- Contractor / MV specialist used to execute the works onsite detailed in this specification shall have had previous experience in similar MV works in hospital environments and proof of this experience must be submitted with tender document. This includes installation of mini-subs / transformers, maintenance of MV switchgear and protection relays, issuing of MV safety reports for hospitals

2 Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract

- Preferencing Schedule
- Particulars of Electrical Contractor
- Particulars of Specialist Contractors (Installation Electrician and Master Electrician)
- Electrical / Generator material and equipment schedules
- Schedule for Imported Materials and Equipment

Part T3 Functionality Criteria

The additional conditions of tender are:

1 Panel registration is requested from CIDB registered 4EP AND OR HIGHER contractors who have experience and qualify to undertake activities that will result in the implementation of the Department of Health's panel of electrical contractors in the various Health facilities in the Free State Province.

2 Panel of electrical contractors will still be requested to price a detailed Bills Of Quantities in competitive bidding process in line with the Preferential Procurement Policy Framework Act (PPPFA

3 The bids will be evaluated on using two stage system with stage one focusing on mandatory requirements, and stage two focusing on responsiveness to the

4 specified in the SLA with VAT inclusive

5 Note: Rates will be negotiated once appointment of Framework has been finalised. Officials that form part of the rate negotiations will be from the SCM, QS & Electrical Department.

T3.1	The employer's Agent is :	
	Name:	Mr Thabang Tau
	Address:	Corner Charlotte Maxeke Street and Harvey Road Bophelo House
	Tel:	051 408 1189
	Fax:	(051) 408-1221
	E-mail:	TauT@fshealth.gov.za

T3.2	Only those Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 3EB or higher class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: 1. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3EB or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
T3.3	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
T3.4	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.
T3.5	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: **Physical address:** Corner Charlotte Maxeke Street and Harvey Road, Bophelo House Bloemfontein 9300 **Title of Tender:** Maintenance, Refurbishment, Replacement and Upgrades of Electrical Installation Reticulation, Standby Generator and Uninterupted Power Supply Equipment Installation at Various Hospital, Community Health care Centres, Clinics and other healthcare facilities in the Free State Province Health Department for a period of 36 Months. **The closing date and time of the tender:** Refer to tender advert

T3.5 The quality criteria and maximum score in respect of each of the criteria are as follows:

Quality criteria	Sub Criteria	Means of verification	Weight
*Locality	Proof of residence in the Free State Province . **20 pts**	(Attach municipality account not older than 90 days or Original or Certified Lease agreement)	**20**
*Experience	Specific appointment letters or Purchase Orders for EB Contracts (Standby generators and electrical installations): 1. Maximum of two (2) appointment letters or Purchase Orders, combined value equalling or more R1 000 000: **10 pts** 2. One (1) appointment letter or Purchase Orders of value equaling or more than R 1 000 000: **15 pts** 3. Two (2) Appointment letters or Purchase orders, each equalling or more than R 1 000 000: **25 pts** 4. Three (3) appointment letters or Purchase orders each equalling or more than R 1 000 000: **30 pts** 5. No appoint Letter for Electrical EB contracts: **0 pts**	• Specify when, where, and for which institutions the projects were undertaken within the last 3 years. Provide proof of contractual agreements or appointment letters which must include the following information: • Contactable reference • Date of appointment • Value of works /projects for each submitted letter or combined submitted letters where required must be a turnover of the mimum CIDB grading for which you are tendering (R 1 000 000).	**30**
*Quality Assurance	Corresponding Reference letters in Clinics or Hospital Environment AND Completion Certificates for the projects listed in the **Experience section Above** : 1. Maximum Two (2) reference letter: **5 pts** and Maximum two (2) completion certificate :**5 pts** 2. One(1) reference letters: **7,5 pts** and One (1) completion certificate:**7,5 pts** 3. Two (2) reference letters: **12,5 pts** and Two (2) completion certificate: **12,5** pts 4. Three (3) reference letters: **15 pts** and Three (3) completion certificate:**15 pts** 5. No refernce letter and No Completion Certificate : **0 pts**	• Corresponding reference letters as per the contractual agreement or to be (As per template provided in the next following page **(Page 7)** of this document and completion certificates of projects to be as per contractual agreement and must include the following minimum information for consideration: • Contactable reference • Order Number or value of work done • Indication if work was completed successfully	**30**
Proof of financial capability of the bidder equivalent to the CIDB grading	1. Signed Financial Statements prepared by Qualified and Accredited Accountant or a registered Chartered accountant indicating annual turnover of R1 000 000 or more as per CIDB requirements in respect of the contractor grading (3EB): **20 pts** 2. No financial statements attached: **0 pts** 3. Unsigned Financial Statements not prepared by qualified Accredited Account: **0 pts**	• Financial statement signed off by a qualified and accredited accountant or a registered Chartered accountant. • Financial statement signed by accountant or registered accountant. • **The department reserves the right to verify the authenticity and credibility of the Financial Statement that are submitted with the Bid.**	**20**
Total			**100**
Minimum Threshold	**NB: Only the bidders who meet the mandatory requirements of the bid / tender and scored minum of 70 points on functionaity will be considered to form part of the framework contract for the period of three years. The framework will be implemented as outline in pricing instruction above**		**70**
***Note: Specific means Health Facilities Specific Experience**			

TEMPLATE: REFERENCE LETTER

EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECTS REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the "Experience" returnable schedule. "Reference letters" will be completed by each of the respective Clients for the projects listed in the "reference letters" returnable schedule

REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and is to be supported in each case accompanied by (i) Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the tenderer)

Project (e.g 1)

TYPE OF PROJECT e.g.....
(New Electrical Installations, Maintenance for Electrical Installtions, Upgrade/ Refurbishment of Electrical installations including the name of the facility, etc.)

Client.....

Contract Amount:.....

Contract Duration and Actual Contract Duration.....
Tick the appropriate box below

	Performance	**Time**	**Quality**
Very Good			
Good			
Satisfactory			
Poor			
Not Acceptable			

Any other remarks considered necessary to assist in evaluation of the Service Provider?
.....

Client contact person.....

Telephone:.....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misleading information.

Client Signature:..... Date:.....

STAMP

Part T4 Pricing Instructions

Competitive bidding process

1 A minimum of five (5) panel registered service providers will be requested on a rotational basis by the employer to price, detailed bill of quantities in competitive bidding process in line with the Preferential Procurement Policy Framework Act (PPPFA). The Competitive bidding process will apply for preventative maintenance

Emergency Works

2 Contractors will be instructed by the employer to attend to emergencies on a rotational basis. Contractors to submit quotations within 48 hours in order to allow for departmental internal deviation approval. Quotations must include valid supplier quotations for material in order for the employer to review for market related handling fee. Call out fees for normal hours and after hours, sundays/public holidays will be negotiated with the employer in line with market related fees. Labour rates for normal hours and after hours, sundays/public holidays will be negotiated with the employer in line with market related rates and in accordance with the South African labour laws. Reimbursement of travelled kilometres will be in accordance with the AA travel rates in South Africa.

3 **Second stage Evaluation (During the framework implementation phase)**

Once the database is established with the bidders who met technical requirements of the bid. The appointed service provider will be evaluated on the following criteria during the implementation phase of the database.

3.1 Panel of electrical contractors will still be requested to price a detailed Bills of Quantities in competitive bidding process in line with the Preferential Procurement Policy Framework Act (PPPFA).

3.2 Supply chain management compliances issues

3.3 Completion of BOQ

3.3 Market related price

3.4 Sub-contracting where applicable i.e. master installation electrician

3.5 Compliance with occupational Health Safety Act.

3.6 Contract management: - The Department Quantity Surveying Unit (QS) shall ensure that the appointment panel contractors appointed within the QS estimated ranges (e.g.) 5% ≤ x ≥ 15% with a careful analysis of

3 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted provided that they meet the engineers technical specifications and electrical installation regulations.

4 The amount of the Preliminaries included in any payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum and the amount for Preliminaries .

5 Cable work shall be measured along centre lines and include for the length of any fittings. Fittings to cable work shall be measured as "extra over". Accordingly, the rate allowed for the fittings should include the additional labour and material over normal straight sections to manufacture and erect such fittings. The size of the fitting shall always be the maximum dimensions.

The rate for cables shall include all necessary jointing materials and shall allow for offcuts and wastage.

6 The agreement is based on the NEC3 Engineering and Construction Short Contract (April 2013 edition). The additions, deletions and alterations to the NEC3 Engineering and Construction Short Contract as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bill of Quantities are recited.

7 It will be assumed that prices included in the Bill of Quantities and Quotations include overhead costs like Project Management, Site Supervision, Heallth and Safety Compliance, Site Establishment, etc. Individaul pricing of these items will not be accepted or entertained due to the nature of the work being maintenenance and not project related.

Part T5 TECHNICAL SPECIFICATION

Part T5 The Technical Specification is split into two sections, as follows:

a) Scope of Work for Service, Maintenance, Refurbishment and replacement of primary plant and secondary plant equipment

Part	Technical Specification
T5.1	Scope of Work for Service, Maintenance, Refurbishment and replacement of primary plant and secondary plant equipment

Part T.1 Scope of Work for Electrical Reticulation

This specification comprises all aspects regarding the repair and maintenance of Medium Voltage electrical systems. Medium Voltage Electrical Systems comprise:

(i) Transformers
(ii) Medium Voltage Circuit Breaker and isolators
(iii) Mini Substations
(iv) Medium Voltage Cables
(v) Compliance with SANS10142-1, SANS10142-2, Electrical machinery regulations and Electrical installation regulations

This specification shall form an integral part of the repair and maintenance contract document and shall be read in conjunction with portion 5, the Additional Specifications included with this document as well as the specifications provided DOHFS. The words, terms and the works shall have the meaning and description given to them in the Electrical SOP from the Department and NEC Contract.

4.1 STANDARD SPECIFICATIONS, REGULATIONS AND CODES

The latest edition, including all amendments up to date of tender of the following specifications, publication and codes of practice shall be read in conjunction with this specification and shall be deemed to form part thereof.

4.1.1 Free State Department of Health Specifications

Infrastructure EP4 guidelines

4.1.2 Occupational Health and Safety Act of 1993

4.1.3 Manufacturer's specifications and installation instructions.

4.1.4 SANS10142-1

4.1.5 SANS10142-2

4.1.6 Electrical machinery regulations

4.1.7 Additional requirements

Equipment and material installed shall be new and unused. Luminaires, lamps, control gear, isolators and power outlets shall bear the SABS stamp. The Contractor shall ensure that all safety regulations and measures are applied and enforced during repair and maintenance work on cabling, wiring, distribution boards, luminaires, power points and fixed appliances.

4.1.8 SANS/SABS Specifications

General	Distribution and meter boards	LV cables and conductors	Lighting system	Earthing and lightning protection system	Small power installation	
					Power outlets	Conduits, powerskirting, cable trays and ducting
SANS 10142-1	SABS 152	SABS 0150	SABS 0114	SABS 03	SABS 152	SABS 763

SABS 0160	SABS 156	SABS 0198	SABS 163	SANS 10199	SABS 163	SABS 764
SANS 10400	SABS 171	SABS 1411	SABS 1012		SABS 164	SABS 950
SABS 1222	SABS 172	SABS 1507	SABS 1084		SABS 1084	SABS 1065
SANS10142-2	SABS 173		SABS 1250		SABS 1239	SABS 1085
	SABS 763		SABS 1279			SABS 1197
	SABS 1092		SABS 1777			
	SABS 1180					

Code of Practise

SANS 10313	Code of Practice for Protection of Buildings against Lightning.
SABS 086	Installation and Maintenance of Electrical Equipment used in Explosive Atmospheres.
SANS 10142-1	Code of Practice for the Wiring of Premises
SANS 10142-1-1	Code of Practice for the Wiring of Medical locations
SANS10142-2	Code of Practice for Medium voltage installations

Specification

SANS 152	Low Voltage Air Break Switches, Connectors, Switch Disconnecters, Fuse Combination Units.
SANS 156	Moulded Case Circuit Breakers.
SANS 160	Electric Air Heaters.
SANS 162	Screwed Metal Conduit and Fittings for Electrical Wiring.
SANS 163	Wall and Appliance Switches.
SANS 164	Two Pole and Earthing Pin Plugs and Switch Socket Outlets
SANS 165	Lampholders
SANS 172	Cartridge Type Fuse Links
SANS 181	Thermostats for Electric Storage Heaters
SANS 314	Flameproof Enclosures foe Electrical Apparatus
SANS 743	Low Voltage Isolating Transformers
SANS 767	Core Balance Earth Leakage Protection Units.
SANS 763	Hot Dip Zinc (galvanised) Coatings
SANS 784	Metal Enclosed Busbar Trunking Systems
SANS 890	Ballasts for Fluorescent Lamps
SANS 908	Meter Cabinets
SANS 950	Non-metallic Conduit and Fittings.
SANS 1012	Electric Light Dimmers
SANS 1041	Tubular Fluorescent Lamps
SANS 1065	Screwed Metal Conduit
SANS 1085	Wall Outlet Boxes.
SANS 1119	Interior Luminaries for Fluorescent Lamps.
SABS 1180	Electrical Distribution Boards.
SANS 1197	Metallic Wireways for installation in floors
SANS 10114	Interior Luminaires for Discharge Sodium Lamps

SANS 475	Floodlight Luminaires
SANS 10108	The Classification of Hazardous Locations and the Selection of Electrical Apparatus for use in such Locations.
SANS 60598-2	Bulkhead Lighting Fittings (surface mounted).
SANS 10400	Artificial Lighting
SANS 1973-1	Low Voltage Switchgear
SANS 164	Plugs, Socket Outlets and Couplers for Industrial Purposes
SANS 10086	Isolating Transformers and Safety Isolating Transformers

4.2 OPERATING AND MAINTENANCE MANUALS

The Contractor shall be responsible for the compilation of a complete set of as-built drawings, inventory list and Operating-and-Maintenance manuals. Manual to be compiled shall be structured and shall at least include the following:

4.2.1 Test reports

Tests reports shall accompany any maintenance works that are performed on MV equipment. LV COC's shall be in the format of SANS10142-1 ed3 of 2020 unless a later version becomes availible. Test reports can also be requested by the DOH personnel for the purposes of assessing an electrical installation. MV safety reports shall be in the format of SANS10142-2 and be signed off by a registered person at ECSA.

(a) Earthing and lightning protection

The complete system description of the earthing and lightning protection system shall be done for each installation individually.

The system description shall be presented in tabular format and shall contain, but not be limited to the following:

Item	Type of installation	Quantity and positions of earth electrodes	Type and size of earth electrode	Size and type of conductors	Type of joint

(b) MV switchgear test report that shall be completed during maintenance (oil)

Facility name			Substation name	
Circuit breaker information (S/N) →				
Circuit breaker name			Make	Type
kV	kA		Amps	YOM
Mechanism information (S/N) →				
Type			Trip counter	
Contact resistance (micro-ohm)				
Test number	R – phase		W – phase	B – phase
Test 1 (pre-maintenance)				
Test 2 (after maintenance)				
Test 3 (after maintenance)				
Speed tests (milli – seconds)				
Test number	R – phase		W – phase	B – phase
Test 1 (pre-maintenance)				
Test 2 (after maintenance)				
Test 3 (after maintenance)				
Trip and closing coils				
Minimum trip release voltage			Minimum close release voltage	
Trip coil resistance (Ohm)			Close coil resistance (Ohm)	
Rated voltage of trip coil (V)			Rated voltage of close coil (V)	
Insulation resistance test / Pressure test				
kV at what test was performed at (kV)				
Time duration of test				
Leakage current (micro-Amps)				
Works item			Comments	
Isolating contact - Inspect (wear, pitting, corrosion) - Clean with approved electrical cleaner Isolating contact bushing - Inspect (wear, cracks) - Clean				
Auxiliary contacts - Inspect for wear / alignment - Clean				
Tank - Inspect condition of tank gasket				
Earthing contacts - Clean, inspect and apply moisture repellent				
Shutter linkage mechanism - Clean, inspect and lubricate with approved liquid grease				
Tank assembly - Inspect tank - Inspect barrier boards - Clean all carbon residues				
Fixed contacts - Inspection (pitting, wear and carbon) - Clean thoroughly Turbulator (Arc control device) - Inspect (specifically excessive burn marks)				

- Clean (approved electrical cleaner and rinse with clean oil)	
Racking and interlocking mechanism - Bevel and worm gears (inspect, clean and lubricate with approved grease)	
Mechanism box *No work must commence before mechanism spring has been discharged or circuit breaker being opened in the case of spring closing mechanism* - Clean old grease and dust with approved electrical cleaner - Inspect cams, latches, links, pivot joints - Inspect terminal blocks, auxiliary contacts and wires - Inspect trip/close coils and solenoids and note the coil voltage and resistance - Lubricate bearings, sliding parts, cams, latches, pivotal points with approved lubrication oil	
MV cable terminations - Inspect MV cable terminations to breaker/switch	
MV switchgear building - Inspect (dust build-up / ceiling condition / water leaks) - MV Signage satisfactory - Access to MV switchgear limited via substation door lock Clean MV switchgear room and transformers	
MV installation satisfactory after maintenance in accordance with SANS10142-2 (Y/N) • State reasons if not and why problems could not be resolved	
Name of accredited MV site supervisor	Company performing maintenance
Date of maintenance	Names of maintenance team members

SF6)

Facility name: _____

SUBSTATION		PANEL / FEEDER		POLE NUMBER	
Circuit-breaker					
MAKE		TYPE		SERIAL NUMBER	
				R Ph:	
kV	AMPS	kA		W Ph:	
				B Ph:	
Mecharism					
TYPE		DRIVE		SERIAL NUMBER	
				R Ph:	
HEATER		COUNTER		W Ph:	
		Before:	After:	B Ph:	
SUPPLY VOLTAGE: (tick which is applicable)			110 V D.C.	220V D.C.	220V A.C
Tests					
Contact resistance (micro-ohm)				Contact penetration (mm)	
	R Phase	W Phase	B Phase	R Phase	W Phase	B Phase
TEST 1						
TEST 2						
TEST 3						
COILS						

Back-up	R Ph:	W Ph:	B Ph:
Minimum close release voltage			
Coil amperage	Main trip:	Back-up:	Close:
Coil resistance	Main trip:	Back-up:	Close:

Speed recording test				
Phase	Close	Trip	Trip/close	Close/trip
Red A				
Red B				
White A				
White B				
Blue A				
Blue B				

Motor rewind time to recharge spring:					
Time discrepancies between phases			Trip:	Close:	
Insulation test			SF6 gas alarm test		
	R Phase	W Phase	B Phase	Nominal at 20°C	
S to E				Alarms	
L to E				Lock-out at	

Works item	Comments
Before commencing with any maintenance on the circuit breaker carry out contact resistance and record for reference (maximum permissible contact resistance is 60 µΩ).	
Before commencing with any maintenance on the circuit breaker carry out trip time test and record for reference (maximum permissible trip time is 60 ms).	
Insulators shall be inspected for chips and breakages for any physical damage	
Pollution levels on insulators/isolating contacts shall be monitored. An anti-pollution medium shall be applied in accordance with local requirements.	
There shall be no SF6 leaks. If any leaks are found these shall only be repaired by authorized personnel.	
All SF6 pressures shall be correct. There shall be maximum and minimum pressure marks on all gauges	
Check that the "Nominal pressure At 20°C" indicating sticker is pasted on the SF6 pressure gauge glass and is legible.	
Test SF6 low pressure alarm and interlocking	
Mechanism boxes shall be clean and dust free. Checks shall be made for any general or obvious defects.	
Mechanism box door and cover seals shall be intact.	
The operating label shall be securely mounted and shall be legible from the operating position.	
All metal work shall be checked for corrosion or rust.	
The earth straps shall be in a good condition and effectively connected.	
All feeder advances shall be recorded as fault trips or operations.	
Auxiliary contacts - Inspect for wear / alignment - Clean	
Earthing contacts - Clean, inspect and apply moisture repellent	
Mechanism box	

No work must commence before mechanism spring has been discharged or circuit breaker being opened in the case of spring closing mechanism - Clean old grease and dust with approved electrical cleaner - Inspect cams, latches, links, pivot joints	
- Lubricate bearings, sliding parts, cams, latches, pivotal points with approved lubrication oil	
MV cable terminations - Inspect MV cable terminations to breaker/switch	
MV switchgear building - Inspect (dust build-up / ceiling condition / water leaks) - MV Signage satisfactory - Access to MV switchgear limited via substation door lock Clean MV switchgear room and transformers	
MV installation satisfactory after maintenance in accordance with SANS10142-2 (Y/N) - State reasons if not and why problems could not be resolved	
Name of accredited MV site supervisor Date of maintenance	Company performing maintenance Names of maintenance team members

Facility name				Substation name			
Isolator information (S/N) →				Insulation type:			
Isolator name				Make		Type	
kV		kA		Amps		YOM	

	YES	NO
Clean switch before opening		
Remove carbon oil		
Rinse with clean oil		
Check moving contacts		
Check stationary contacts		
New oil in isolator		
kV of new oil		
Mechanical links oiled and checked		
Busbars working correctly		
Panel clean on inside		
Listen for strange noises after switching on		
Earthing of isolator and isolator panel		
Service certificate on isolator		

Remarks:

Name of accredited MV site supervisor Date of maintenance	Company performing maintenance Names of maintenance team members

Facility name				Mini-sub name			
Transformer information (S/N) →							
Transformer name				Make		Size	
Voltage (MV/LV)		Rated amps		Impedance		YOM	
Tap position		Oil quantity nameplate		Oil used during		Earth resistance	

		maintenance	(ohm's)
Works item		Comments and action performed	
Mini sub enclosure - Inspect (dust build-up / ceiling condition / water leaks) - MV Signage satisfactory - Access to mini-sub limited via door locks - Clean mini-sub enclosure and all transformer bushings			
Earthing - Condition of existing transformer and switchgear earthing and bonding (>70mm) - Is the existing earthing compliant to relevant SANS standards - Test earth loop/resistance - Transformer neutral earthed (>70mm)		Earth Resistance : _____ Loop impedance : _____	
Insulation medium - Inspect oil level of transformer filled to correct level and log amount of oil used			
Oil used to fill up transformer - Tested kV of oil used to fill up transformer			
Oil used to fill up MV switchgear compartments - Tested kV of oil used to fill up MV switchgear - Oil changed on all MV switchgear compartments			
MV transformer bushings - Inspect condition of bushings (cracks / pollution build up) - Inspect condition of MV cable connection to the bushing (hot connections and MV cable terminations)			
LV transformer bushings - Inspect Condition of bushings (cracks / connections and LV cable terminations)			
Silica gel breather - Inspect condition of breather (cracks and sizing) - Replace silica gel - Replace silica gel breather (if required) - Fill oil in dashpot to correct level			
Oil leaks - Inspect transformer for any oil leaks - Inspect transformer drain valve for any oil leaks - Inspect transformer bushings (MV and LV) for any oil leaks - Repair oil leaks accordingly			
Oil sample taken			
LV board - Feeders marked - Check and torque bolted connections - Street light board checked and contactor covered - LV board safe and covered - Breaker size matching cable sizes in accordance with SANS10142-1			
Metering - Maximum demand current reading (reset after recording) - Voltage readings		Current: R : _____ W : _____ B : _____ Voltage: R – N : _____ W – N : _____ B – N : _____ R – W : _____ W – B :	

	B – R :
Protection - Transformer protection type - Relay O/C trip or Fuse rating	
MV installation satisfactory after maintenance in accordance with SANS10142-2 (Y/N) • State reasons if not and why problems could not be resolved	
Name of accredited MV site supervisor Date of maintenance	Company performing maintenance Names of maintenance team members

Facility name			Substation name		
Transformer information (S/N) →					
Transformer name			Make		Size	
Voltage (MV/LV)		Rated amps		Impedance		YOM	
Insulation type		Oil quantity nameplate		Oil used during maintenance		Earth loop /resistance (oHm's)	
Works item			Comments and action performed				
Transformer building - Inspect (dust build-up / ceiling condition / water leaks) - MV Signage satisfactory - Access to transformers limited via substation door lock - Clean transformer room and transformers							
Earthing - Condition of existing transformer earthing - Is the existing earthing compliant to relevant SANS standards - Test earth loop/resistance							
Insulation medium - Inspect oil level of transformer filled to correct level and amount of oil used - kV of oil that was used to refill transformer							
Oil used to fill up transformer - Regen oil OR virgin oil - Tested kV of oil used to fill up transformer							
MV transformer bushings - Inspect condition of bushings (cracks / pollution build up) - Inspect condition of MV cable connection to the bushing (hot connections and MV cable terminations)							
LV transformer bushings - Inspect Condition of bushings (cracks / pollution build up) - Inspect Condition of LV cable connection to the bushing (hot connections and LV cable terminations)							
Silica gel breather - Replace silica gel breather (if required) - Fill oil in dashpot to correct level							
Oil leaks - Inspect transformer radiator for any oil leaks - Inspect transformer tank for any oil leaks							

leaks - Inspect transformer drain valve for any oil leaks - Inspect transformer buchholtz relay for any oil leaks - Inspect transformer bushings (MV and LV) for any oil leaks - Repair oil leaks accordingly	
Temperature and Bucholtz relay - Test functionality of the temperature relay (whether it will trip the LV breaker if the temperature setting is achieved) - Note temperature alarm and trip setting in terms of °C - Test functionality of the Bucholtz relay (whether it will trip the MV breaker) - Ensure no air bubbles are in the relay after maintenance	
MV installation satisfactory after maintenance in accordance with SANS10142-2 (Y/N) • State reasons if not and why problems could not be resolved	
Name of accredited MV site supervisor Date of maintenance	Company performing maintenance Names of maintenance team members

4.2.1 Complete commissioning, test and inspection data of all systems shall be provided for each building installation individually and shall comprise, but not be limited to the following:

4.2.2 Operating data

The complete operating data for each installation system shall be provided and shall include, but not be limited to the following:

(i) safety precautions to be implemented
(ii) system operation
(iii) system running check list and frequency of servicing required

4.2.3 Maintenance instructions

The complete maintenance instructions for each installation system shall comprise, but not be limited to the following:

(i) Schedule of maintenance particulars
(ii) Projected frequency of services and replacements
(iii) Schedule of serviceable components per system
(iv) Trouble shooting diagrams
(v) Details of all replacement items and spares, including manufacturer's brochures / pamphlets, order number, etc.
(vi) Complete as-built circuit diagrams

4.3 TESTS AND INSPECTIONS PRIOR TO PRACTICAL COMPLETION

4.3.1 All systems are to be re-checked by the Contractor prior to re-commissioning. Copies of all checks for each installation shall be presented to the Engineer for approval before re-commissioning takes place.

4.3.2 It is the responsibility of the Contractor to provide all labour, accessories and properly calibrated and certified measuring instruments necessary to record.

4.3.3 The Contractor is responsible for the arrangement of such tests. He shall give at least 72 hours notice to the Consultant/Engineer prior to the test date.

4.3.4 It is the responsibility of the contractor to arrange for all electrical outages with the relevant health facility and municipality or Eskom when and where required. Furthermore it is also the responsibility of the contractor to

4.4 LOGGING AND RECORDING PROCEDURES

4.4.1 The Contractor shall as part of this Contract institute a Recording system as part of his Maintenance Control Plan as defined in the Additional Specification SA – General Maintenance. This shall consist of a Record book which shall be utilised to log and record all faults, system checks, breakdowns, maintenance visits, inspections etc.

4.5 QUALITY ASSURANCE SYSTEM

4.5.1 Following formal approval of his Quality Assurance system by Engineer, the Contractor shall implement the approved QA system.

4.5.2 Records of this QA system shall be kept throughout the duration of the contract and shall be submitted to the Engineer as required by the Department.

4.6 RE-COMMISSIONING OF INSTALLATION

4.6.1 On practical completion of the repair work, the contractor shall re-check and put all systems into operation.

4.6.2 All commissioning shall be performed by the Contractor, to the satisfaction of the Engineer. The Contractor shall confirm in writing that all systems have been repaired according to specification and are fully operational.

4.6.3 All installations shall be energised for a minimum continuous period of 96 hours immediately prior to the Engineer's Practical Completion inspection to verify lamp stability and reliability of power reticulation

4.6.4 It is the responsibility of the contractor to arrange for all electrical outages with the relevant health facility and municipality or Eskom when and where required. Furthermore it is also the responsibility of the contractor to

Part C8.2 Technical Specification for primary and secondary Plant (6.6kV or Higher)

General

All work and equipment shall be in accordance with the requirements of BS5514, SANS10142-1, SANS10142-2 and shall comply with the Occupational Health and Safety Act, No 85 of 1993, Electrical machinery regulations and current regulations of all other codes applicable to this work.

All defects, will be attended to daily in order of urgency.

It is the responsibility of the contractor to arrange for all electrical outages with the relevant health facility management/technical team and local municipality or Eskom when and where required. Furthermore it is also the responsibility of the contractor to inform infrastructure directorate of all approved electrical outages where maintenance works will commence. All MV switching/operating shall be the responsibility of the contractor.

MV cable specification

All internal testing of MV cables needs to comply to SANS1339

Mechanical and electrical properties of XLPE measured on the cable	Result	Requirement
Tensile strength at 20 °C MPa (N/mm^2)	Mean 15	12,5
Elongation at break at 20 °C (%)	Mean 350	200
Volume resistivity at 20 °C - 90 °C Ohm/cm	10^{16}	10^{14}
Dielectric power factor at 20 °C	10.10^{-4}	30.10^{-4}
Dielectic power factor at 95 °C	20.10^{-4}	60.10^{-4}

The performance of the cable at low temperatures is determined by the properties of the sheath material, the cold flexibility of which is adequate down to -15 °C. This does not apply to temperatures during installation of the cables.

Working temperatures

- Conductor temperature for continuous operation 90 °C
- Conductor temperature during emergency loads of 130 °C (up to 33kV). Maximum duration of 8 hours continuously, with a maximum total of 125 hours/annum.
- Conductor temperature after short-circuit 250 °C
- Screen and armouring temperature after short-circuit 200 °C (PVC sheath assumed).

Bending radii	Single-core	3-core	D = Overall cable diameter (mm)
Recommended	17xD	15xD	
Minimum	15xD	12xD	
At sealing ends	12xD	10xD	

Transformer specifications

Transformer specifications (Dry type)	
Design	Cast-resin Transformer
Function	Distribution
Installation	Indoor
Enclosure	Transformer in an IP23 enclosure suitable for indoor application
Size (kVA)	Site specific (under IP00 conditions)
Primary voltage (V)	Site specific
Primary voltage tappings	+/- 2 x 2.5%
Secondary voltage (V)	400
BIL (kV)	> 75kV
Frequency	50 Hz
Vector group	Dyn 11
Primary / secondary conductor material	Aluminium/Copper
Primary/secondary insulation	Casted in mould / Impregnated
Ambient temp	40 °C
Insulation temperature class (HV/LV)	At least class F, class H will also be sufficient
Environmental, Climatic and Fire classes	E2, C2, F1

Altitude	1800 m installation in Free State region of South Africa
Standard for tolerances	IEC 60076-11
Impedance of transformers	Region of 4 – 7%, transformer manufacturer to specify
Efficiency @ full load, PF = 1	> 99%
Partial discharge level (pC)	< 10
Transient Surge suppression required	YES. BIL > 75kV. Transient O/V must be suppressed within IEEE ratings with regards to switching surges. 95mm^2 stranded earth wire minimum between arrester earth bar and common earth point.
Forced ventilation kit	Set of 6 tangential fans (2 per phase) with a fan controller (temperature controller), or alternatively 2 x scroller fans covering all 3 phases. Temperature probes to be installed with a digital display of the winding temperature of the transformer. Control box to be installed on the transformer enclosure. Fans to only work if temperature is high. Should have an auxiliary output that is able to send a trip pulse to an LV breaker to trip for temperature alarm. For temperature trip the MV breaker must trip.
Label on enclosure	Etch engraved labels

IEC standards to be met with regards to switchgear

IEC 62271-1	Common specifications for high-voltage switchgear and controlgear standards
IEC 62271-100	High-voltage switchgear and controlgear - Part 100: Alternating current circuit-breakers
IEC 62271-102	High-voltage switchgear and controlgear - Part 102: Alternating current disconnectors and earthing switches
IEC 62271-103	High-voltage switchgear and controlgear - Part 1: Switches for rated voltages above 1 kV up to and including 52 kV
IEC 62271-105	High-voltage switchgear and controlgear - Part 105: Alternating current switch-fuse combinations for rated voltages above 1 kV up to and including 52 kV
IEC 62271-200	High-voltage switchgear and controlgear - Part 200: AC metal-enclosed switchgear and controlgear for rated voltages above 1 kV and up to and including 52 kV
IEC 60529	Degrees of protection provided by enclosures (IP code)

Voltage detection and indication systems	IEC 62271-213
Bushings	IEC 60137, CENELEC EN 50181, EDF HN 52-S-61
Electronic protection relays	IEC 60255
Instrument transformers	IEC 61869-1, Part 1: General requirements
Instrument transformers	IEC 61869-2, Part 2: Additional requirements for current transformers
Instrument transformers	IEC 61869-3, Part 3: Additional requirements for inductive voltage transformers
Current sensors	IEC 61869-11, Part 8: Electronic current transformers
Voltage sensors	IEC 61869-11, Part 7, Electronic voltage transformers
Combined bushings sensors	IEC 61869-11, CENELEC EN 50181
High-voltage fuses	IEC 60282-1, Part 1: Current-limiting fuses
Cable connection	IEC 60137, CENELEC EN 50181

Specifications for MV switches

Rated voltage		Ur	kV	12
Rated frequency		Fr	Hz	50 or 60
Insulation level				
Industrial frequency 50Hz/1min	Phase-to-phase, phase-to-earth	Ud	kV rms	28
	Across isolating distance	Ud	kV rms	32
Lightning impulse withstand	Phase-to-phase, phase-to-earth	Up	kV peak	75
	Across isolating distance	Up	kV peak	85
Rated current		Ir	A	630
Rated current busbars		Ir	A	630
Rated peak current		Ip	kA	62.5
Short-time withstand current		It	kA rms	25
		tk	s	1

Breaking capacity	Active load	Iload	A	630
	Earth fault	Ief1	A	320
	Cable charging	Icc	A	110
Making capacity of switch and earthing switches		Ima	kA peak	62.5
Bushing (1)			Type	C
Mechanical endurance	Switch disconnector	M1	Number of openings	1000
	Earthing switch	M0	Number of openings	1000
Electrical endurance	Switch disconnector	E3	Number of CO at rated current	100
			Number of short-circuit making operations	5
	Earthing switch	E2	Number of short-circuit making operations	5

(1) No bushing for IO breakers

Specifications for MV breakers

All MV breakers shall be equipped with stand off switches

Rated voltage		Ur	kV	12
Rated frequency		Fr	Hz	50 or 60
Insulation level				
Industrial frequency 50Hz/1min	Phase to phase, phase to earth	Ud	kV rms	28
	Across isolating distance	Ud	kV rms	32
Lightning impulse withstand	Phase to phase, phase to earth	Up	kV peak	75
	Across isolating distance	Up	kV peak	85
Rated current		Ir	A	200 | 630
Rated current busbars		Ir	A	630
Short-time withstand current		It	kA rms	25
		tk	s	1
No-load transformer breaking capacity		Ib	A	16
Short-circuit breaking capacity		Isc	kA	25
Making capacity		Ima	kA peak	62.5
Operating sequence				
Bushing(2)			Type	C
Mechanical endurance	Circuit breaker	M1	Number of openings	2000
	Earthing switch	M0	Number of openings	1000
Electrical endurance	Circuit breaker	E2	Number of short-circuit breaking operations	3
			Number of short-circuit making operations	2
	Earthing switch	E2	Number of short-circuit making operations	5

MV secondary plant specifications

		ANSI code	410
Protection functions			
Phase overcurrent		50 51	•
Earth fault phase	Standard (sum of current method)	51N	•
	High sensitivity (earth fault CT)		•
Thermal overload		49	•
Cold load pick up			•
Control and monitoring functions			
CB tripping			Mop
Trip circuit supervision		74TC	•
Time tagged events	Local on display (5 last trips)		•
External tripping input			•
Cumulative breaking current, number of trip orders			•
Overcurrent and breaking profile	Number of phase and earth trips (7)		•

Functionality				Relays		
Features	**Description**	**IEC 60617**	**IEEE device no.**	**REJ603 v.1.1**	**REJ603 v.3.0**	**MIC 1**
Protection functions	Three-phase transformer inrush detector	3I2f>	68	•	•	
	Phase overcurrent (multi-characteristic)	3I> (low set)	50/51	•	•	
	Short-circuit protection	I>>	50/51	•	•	•
	Number of overcurrent elements		50/51B	2	3	2
	Earth-fault current	IO> (low set)	50N/51N	•	•	•
	Number of earth-fault elements			1	2	1
Characteristic curves	Overcurrent element			DEFT,INV *	DEFT,INV *	DEFT,INV *
	Earth-fault current			DEFT,INV *	DEFT,INV *	DEFT
	Trip indication				•	(option)

Serial communication Modbus RS485 port		•
Logic relay inputs (except TD5) used for		1
	External tripping	1
Logic relay outputs used for		3
	Watchdog	By modbus
	Customized output via setting	3
Measurement functions		
Phase current		•
Earth current		•
Phase peak demand current		•
Phase peak demand current		•
Power supply		
Type of supply	Self powered or auxiliary	DUAL Power (1)

Additional functions	Electro-impulse	1	1	1
	Input remote tripping (voltage)	-	-	115/230VA
Measuring circuit	Rated secondary current	wide range special CT	wide range special CT	wide range special CT
	Measuring range, start current I> (A)	12	$X^{(2)}$	2
Climatic withstand	Storage temperature (°C)	-40 ...+85	-40 ...+85	-40 ...+85
	Operating temperature (°C)	-40 ...+85	-25 ...+55	-40 ...+85

(1) Definite time overcurrent (DEFT), inverse time overcurrent (INV), please contact us for further information
(2) The relay's minimum powering current is 0.07 x In when currents in three phase and 0.18 x In when current in a single phase
(3) Secondary current

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health
Department of Health
FREE STATE PROVINCE

BID NUMBER:**DOH (FS) 38/2026/2027**

DESCRIPTION: **Appointment of framework contractors for Service, Maintenance, Repairs, Refurbishment and Replacement of equipment in substations, mini-substations, protection systems,DC systems, Street lighting, area lighting and distribution overhead lines at Various Hospitals, Community Health care Centres, Laundries, Mortuaries, Clinics and other healthcare facilities For Maintenance Projects Only, Excluding Construction and Building Projects in the Free State Province Health Department .**

CONTRACT PERIOD: DATE OF SIGNING OF CONTRACT FOR 36 MONTHS.

NO EXPLANATORY MEETING