Province of the
EASTERN CAPE
HEALTH

TENDER DOCUMENT

FOR

BID NO: SCMU3-2627–0201- HO: SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, KOMANI & TOWER HOSPITAL

THREE VOLUME APPROACH:

VOLUME 1 – TENDERING PROCEDURES
VOLUME 2 – RETURNABLE DOCUMENTS
VOLUME 3 – DRAFT CONTRACT

PREPARED FOR:

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NAME OF SUPPLIER: ____

AUGUST 2026

PROJECT NAME	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
TENDER No.	**BID NO: SCMU3-2627–0201- HO**

DOCUMENT CONTROL SHEET

Revision			
Drafted By	**Date:** 26/06/2026	**Name:** L. Mdingi	**Signature**:
Reviewed By	**Date:**	**Name:**	**Signature**:
Recommended by: Programme Manager	**Date:** 26/06/2026	**Name:** L. Banca	**Signature**:
Approved By: Specification Committee	**Date:** 01 July 2026	**Name:** Mr. B Tshangana	**Signature**:
Advert Approved By:	**Date:** 17/07/2026	**Name:** C. Mgijima	**Signature**:

PROJECT NAME	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
TENDER No.	**BID NO: SCMU3-2627–0201- HO**

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VOLUME 1: TENDERING PROCEDURES

T1.1: TENDER NOTICE AND INVITATION TO SUPPLIER

T1.1: TENDER NOTICE AND INVITATION TO SUPPLIER
THE EASTERN CAPE DEPARTMENT OF HEALTH INVITES SUPPLIERS FOR:

PROJECT NAME	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
TENDER No.	**BID NO: SCMU3-2627–0201- HO**

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Supplier" or "Tender".

The attention of Suppliers is drawn to the eligibility criteria in the table below. Suppliers are required to familiarize themselves thoroughly with the conditions of Supplier as contained in the Supplier Data (T1.2) and the Standard Conditions of Supplier (T1.3) which form part of the Supplier document. Only Suppliers that are responsive to responsiveness criteria contained in the table below are eligible to have their Suppliers evaluated:

☒	Only Coal from South Africa will be acceptable for this contract.
☒	<u>Joint ventures are eligible to submit tenders provided that:</u> They have a signed joint venture agreement
☒	Only Suppliers who have access to a suitably qualified and experienced contract manager who will be the single-point of accountability and responsibility for the management of the contract works as described in clause C.2.1.2 shall be eligible to have their Tenders evaluated. ***Experience must be on boilers / Coal industry.***
☒	Only Suppliers who have access to a suitably qualified and experienced contract supervisor as described in clause C.2.1.3 shall be eligible to have their Tenders evaluated. ***Experience must be on boilers / Coal industry.***
☒	Suppliers that are responsive to the criteria stated above shall be evaluated further in accordance with the conditions of Supplier as stipulated in the Tender Data (T1.2) and the Standard Conditions of Tender (as amended), which form part of this Tender document.
☒	Responsive Suppliers shall be evaluated in accordance with Method 2: Functionality, Price and Preference. The functionality evaluation criteria is described in clause C.3.11.1. Suppliers who fail to achieve the threshold score of 60 out of 100 points shall not be evaluated further.

Preferences are offered to Suppliers in accordance with the points systems as below:

☒ 80/20 Preference point scoring system

Preference:		**Price:**	
Specific Goals:	20 Points	Price:	80 Points
Total must equal:	**20 Points**	Total must equal:	**80 Points**

1. COLLECTION OF SUPPLIER DOCUMENTS:

☒ Documents will be available free of charge on the Departmental website (www.echealth.gov.za/tenders) for downloading and the Treasury e-portal (www.etenders.gov.za)

☒ A virtual compulsory clarification meeting with the representatives of the Employer will take place as follows:

- **Date: 10 September 2026**
- **Join:** https://teams.microsoft.com/meet/350591550485918?p=Z7jxn2vUoxuQ4iNpb2
- **Meeting ID: 350 591 550 485 918**
- **Passcode:9Uf76v75**

2. ENQUIRIES RELATED TO TENDER DOCUMENTS MAY BE ADDRESSED TO:

Procurement Contact:	**Ms Thabisa Notshe**	**E-mail**	**thabisa.notshe@echealth.gov.za**
Tel. No.	**040 608 9641/9501**		

3. DEPOSIT / RETURN OF TENDER DOCUMENTS:

The closing time and date for submission of Tender is 11:00am on the **25 September 2026.**

The following must be noted by all Suppliers;
Service Providers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (https://secure.csd.gov.za).

Bid response documents must be submitted online via the National Treasury e-Tender Portal. Ensure timely submission.

No physical documents are to be delivered to Bhisho.

It is the responsibility of the Service Provider to ensure that bid document is submitted on or before closing time.

Technical enquiries shall be directed only in writing to Supply Chain Management enquiries to Thabisa Notshe at Thabisa.notshe@echealth.gov.za within office hours.

Physical, Telegraphic, telephonic, telex, facsimile, e-mail and late submissions will not be accepted.

All bids must be uploaded before the closing time and date stipulated above and must be submitted on e-tender portal (www.etenders.gov.za) No late bid submission will be accepted.
Guide: How to submit a response to the E-tender Portal

1. (https://www.etenders.gov.za/)
2. Click “Login”
3. Select “Supplier Login”
4. Type in your Central Supplier Database (CSD) login credentials.
5. Click Browse Opportunities
6. Select Currently Advertised.
7. Click “+” on any tender opportunity you wish to apply for.
8. Click on “Start e-Submission Process”
9. Select Supplier
10. Click “Start response”
11. Check the submission checklist and attached the compulsory documents.
12. Confirm and proceed.

If you experience difficulties on e-Submission please contact:
012 406 9229 /012 406 9222 or email etenders@treasury.gov.za

Issued by:
Supply Chain Management
Bhisho

COMPILED BY:

Section	Department	Date
Engineering and Technical Services	ECDOH	AUGUST 2026

T1.2: TENDER DATA

T1.2: TENDER DATA

PROJECT NAME	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
TENDER NUMBER	**BID NO: SCMU3-2627–0201- HO**

Clause number	
	The conditions of Supplier are the Standard Conditions of Supplier as contained in Annex C of Board Notice 136 of 2015 in Government Gazette No. 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Suppliers as an Annex to this Tender Data. The Standard Conditions of Supplier make several references to the tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Supplier. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Supplier to which it mainly applies. **The following variations, amendments and additions to the Standard Conditions of Supplier as set out in the Tender Data below shall apply to this Supplier:**
C.1.1	*Add the following:* The employer is the Eastern Cape Department of Health
C.1.2	*Add the following:* The following documents form part of this Supplier: • Supply Contract – 2nd edition of CIDB document 1021 • This Supplier document issued by the Employer (Tender No BID NO: SCMU3-2627–0201- HO (**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE Boilers For The Power Systems At Bhisho, Butterworth, , Komani And Tower Hospital)**, in which is bound, in a three volume approach: **Volume 1: Tendering Procedures** T1.1 Tender Notice and Invitation to Supplier T1.2 Tender Data **Volume 2: Returnable Documents** T2.1 List of Returnable Schedules/Documents C1.1: Form of Offer and Acceptance C1.2: Contract Data C2.2: Bills of Quantities T2.2 The Returnable Schedules/Documents **Volume 3: The Draft Contract** **Part C1: Agreement and Contract data** C1.3: Fixed Contract Guarantee **Part C2: Pricing Data** C2.1: Pricing Instructions **Part C3: Scope of Works** C3.1: Scope of Works C3.2: Project Specific Health and Safety Specification **Part C4: Site Information** C4.1: Site Information

C.1.4	*Add the following:* The employer's agent: n/a Attention is drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to Suppliers will be regarded as amending the Tender Documents.
C1.6.2	*Add the following:* A competitive negotiation procedure will not be followed.
C1.6.3	*Add the following:* A two-stage system will not be followed.
C.2.1	*Add the following:* Only those Suppliers who satisfy the following eligibility criteria are eligible to submit to have their Suppliers evaluated: <u>Joint ventures are eligible to submit Suppliers provided that:</u> 1. They have a signed joint venture agreement **<u>Individuals must be identified for each of the key personnel listed below.</u>** **C.2.1.2 Key Personnel: Contract Manager** In order to be considered for an appointment in terms of this Supplier, the Supplier must have the following key personnel who will be the single-point of accountability and responsibility for the management of the contract works in its employment at the close of Tender. Such undertaking must be attached to Schedule T2.2d: Schedule of Key Personnel – Contract Manager Where the key personnel are no longer accessible to undertake the necessary work after the award of the Supplier, the Supplier shall within a period of 10 working days replace the key personnel listed in T2.2d with a person with equivalent competencies and subject to approval by the employer. Such approval shall not be unreasonably withheld. A suitably qualified and experienced **contract manager** who will be the single-point of accountability and responsibility for the management of the contract works and who possesses, as a **minimum,** either of the following qualifications and experience: • A Trade Certificate (NQF Level 4) in the Coal Related Industry or Electric Boiler environment with a minimum of 5 years' experience The Curriculum Vitae must be submitted with the Tender submission, appended to Schedule T2.2d. Suppliers are referred to clause C.2.23.2 of this Tender data for the requirements regarding submission of certificates of qualifications of key personnel.

	C.2.1.3 Key Personnel: Contract Supervisor In order to be considered for an appointment in terms of this Supplier, the Supplier must have the following key personnel in its permanent employment at the close of Tender. Alternatively, a signed undertaking from an organization having the required personnel, stating that they will undertake the necessary work on behalf of the Supplier in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to T2.2e – Contract Supervisor. Where the key personnel are no longer accessible to undertake the necessary work after the award of the Supplier, the Supplier shall within a period of 10 working days replace the key personnel listed in T2.2e – Contract Supervisor with a person with equivalent competencies and subject to approval by the employer. Such approval shall not be unreasonably withheld. A suitably qualified and experienced **contract supervisor** and who possesses as a **minimum** the following qualifications: • A Trade Certificate (NQF Level 4) in the Coal Related Industry or Electric Boiler environment with a minimum of 3 years' experience The Curriculum Vitae must be submitted with the Tender submission, appended to Schedules T2.2d and T2.2e, respectively. Suppliers are referred to clause C.2.23.2 of this Supplier data for the requirements regarding submission of certificates of qualifications of key personnel. **C2.1.4 Bank Rating** In order to be eligible for award in terms of this tender, Suppliers must submit a bank rating from a recognized financial institution which indicates that the bidder possesses, as a **minimum**, the following bank code; • Bank rating Code C: Good for amount quoted if strictly in the way of business – Unlikely to commit themselves beyond their means **<u>Suppliers must take note of the following;</u>** The amount of enquiry on the bank rating letter must be equal to R 3 000 000 Supplied (including VAT) or higher. A Supplier shall not be evaluated further under the following conditions; 1. A bidder who fails to provide a bank rating letter, or 2. provides a bank rating indicating a code lower than the minimum required or 3. a bank rating letter that indicates an amount of enquiry lower than R 3 000 000, or 4. a bank rating letter that indicates no amount of enquiry Suppliers who fail to satisfy any of the above eligibility criteria contained in clause C.2.1 shall be deemed to be non-responsive and their bids shall not be considered further. Suppliers shall not be provided a second opportunity by the employer to submit any information in relation to any of the above eligibility criteria where such information is not provided by the bidder, bound within the bid submission, on the date and time of the bid closing.
C.2.7	For particulars regarding a pre-Tender site inspection meeting, see Tender Notice and Invitation to Supplier T1.1
C 2.12	If a Supplier wishes to submit an alternative Supplier offer, the only criteria permitted for such alternative Supplier offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

	Acceptance of an alternative Supplier offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Supplier, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount Supplied for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. **Alternative Supplier offer permitted: Yes ☐ No ☒**
C.2.13.2	*Replace sub-clause C.2.13.2 with the following;* Return all returnable documents to the employer after completing them in their entirety by writing in **non-erasable ink**
C.2.13.3	*Add the following:* Parts of each Supplier offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.
C.2.13.4	*Add the following:* The Supplier shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, in the form of a joint venture agreement, in which it is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Failure to provide the joint venture agreement, bound with the Supplier submission, on the date and time of the closing of the bid, shall render the Supplier non-responsive.
C.2.13.5	*Add the following:* The closing time and date for submission of Tender is 11:00am on the **25 September 2026**. The following must be noted by all Suppliers; Service Providers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (https://secure.csd.gov.za). Bid response documents must be submitted online via the National Treasury eTender Portal. Ensure timely submission. **No physical documents are to be delivered to Bhisho.** It is the responsibility of the Service Provider to ensure that bid document is submitted on or before closing time. Technical enquiries shall be directed only in writing to Supply Chain Management enquiries to Thabisa Notshe at Thabisa.notshe@echealth.gov.za within office hours. Physical, Telegraphic, telephonic, telex, facsimile, e-mail and late submissions will not be accepted. All bids must be uploaded before the closing time and date stipulated above and must be submitted on e-tender portal (www.etenders.gov.za) No late bid submission will be accepted. Guide: How to submit a response to the E-tender Portal 1. (https://www.etenders.gov.za/) 2. Click "Login" 3. Select "Supplier Login" 4. Type in your Central Supplier Database (CSD) login credentials. 5. Click Browse Opportunities 6. Select Currently Advertised. 7. Click "+" on any tender opportunity you wish to apply for. 8. Click on "Start e-Submission Process" 9. Select Supplier 10. Click "Start response" 11. Check the submission checklist and attached the compulsory documents.

	12. Confirm and proceed. If you experience difficulties on e-Submission please contact: 012 406 9229 /012 406 9222 or email etenders@treasury.gov.za
C.2.13.6	*Add the following:* A two-envelope procedure will not be followed.
C.2.13.10	*Add the following:* By signing the offer part of C1.1 Form of Offer and Acceptance the Supplier declares that all information provided in the Supplier submission is correct and free of misrepresentation.
C.2.16.1	*Add the following to C.2.16.1:* The Supplier offer validity period is **12 weeks**
C.2.17	*Insert the following at the end of the last sentence of the note:* "…….elect to do so, provided that the competitive position of the preferred Supplier is not affected"

	A Supplier may be rejected as non-responsive if the Supplier fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification. The clarification of a Supplier offer includes the provision of the priced bills of quantities (Part C2.2: Bills of Quantities).
C.2.18	*Add the following:* The Supplier shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19	*Add the following:* Access shall be provided for inspections, tests and analysis as may be required by the Employer refer to PW371
C.2.22	*Add the following:* Not a requirement.
C.2.23	*Add the following:* The Supplier is required to submit the following: **C2.23.1 Latest CIPRO Certificate** A copy of the original Cipro Certificate stipulating all development areas of the Specific goals as listed in the Specific Goals criteria for points scoring as per SBD 6.1 attached elsewhere in the document. **C2.23.2 Certificates Confirming Educational Qualifications of Key Personnel** Suppliers are required to submit certified copies of educational qualifications of key personnel. A certified copy is considered to be valid when the certification is less than three months old on the date of closing of bids. Failure to submit certified copies of key personnel qualifications shall be subjected to a request from SCM to the bidder to submit such certified copies within 7 days of the request. Failure to comply with such request will result in the bid being deemed non-responsive. **C.2.23.4 Valid Letter of Good Standing** Suppliers are required to submit, bound with the Tender submission, a letter of good standing from the compensation commissioner indicating that the bidder is in good standing. Failure to submit will result in the bid not being evaluated further.
C.3.2	*Add the following:* Notwithstanding any requests for confirmation of receipt of Addenda issued, the Suppliers shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

C.3.5	*Add the following:* A two-envelope procedure will not be followed.
C.3.8	*Add the following:* Suppliers will be considered non-responsive if, inter alia: 1. the Supplier has failed to attend the compulsory briefing meeting; 2. the Supplier is submitted by Telegraphic, telephonic, telex, facsimile (faxed) or email media or if the Supplier is submitted late. 3. the Supplier does not comply with the eligibility criteria listed in C2.1 above; 4. The resolution for signatory is not attached to the Supplier submission on a company letterhead. the Supplier has failed to fully complete and sign SBD1, SBD4, & the Compulsory Enterprise Questionnaire. Failure to submit the required information shall be subjected to a request from SCM to the bidder to submit the required information within 7 days of the request. Failure to comply with such request will result in the bid being deemed non-responsive
C.3.11.1	*Add the following:* 5. The procedure for the evaluation of responsive Suppliers is **Method 2: Functionality Price and Preference** in accordance with C.3.11.3. The Functionality Evaluation Criteria is as described below:

No	Category	Criteria	Portfolio of Evidence	Points
1.	**Contract Programme (Max 40 Points)**			
1.1	Contract Programme	Showing all two (2) of the following: Contract Programme Delivery Period of the Coal	Portfolio of Evidence Suppliers must provide a contract programme in the form of a Gantt Chart (The supplier must base the program on supplying hospitals on bi-monthly basis)	40
1.2		Showing all one (1) of the following: Contract Programme Delivery Period of the Coal		25
	Failure to provide a Gantt Chart as a form of contract programme shall result in no functionality evaluation points being awarded for the contract programme			
2.	**Company Experience (Max 60 Points)**			
2.1	Company Experience	4 Projects and with a value exceeding R3000 000.00 completed or awarded	Portfolio of Evidence: For each current project claimed: Letter of award Reference form for the specific project claimed For Each completed project claimed: Letter of Award Completion Certificate Reference form for the specific project claimed	60
2.2		3 Projects and with a value exceeding R3000 000.00 completed or awarded		40
2.2		2 Projects and with a value exceeding R3000 000.00 completed or awarded		25
2.4		1 Project and with a value exceeding R3000 000.00 completed or awarded		20
2.5		No Projects meeting the criteria for value of portfolio of evidence has been provided		0

	Failure to provide the full list of required documentation indicated as portfolio of evidence in the table above for company experience shall result in the Supplier not being scored evaluation points for that project claimed. In order to proceed to stage 2 evaluation (scoring of price and preference) Suppliers must score a minimum of 60 functionality evaluation points out of 100 in terms of the table above.
C.3.11.7	*Add the following:* The financial offer will be scored using **Formula 2 (Option 1):** $N_{FO} = (1 – (P-P_M)/P_m) \times W_1$ Where; N_{FO} = number of Supplier evaluation points awarded for financial offer W_1 = the maximum possible number of Supplier evaluation points Tender P_M = the comparative offer of the most favourable Supplier offer P = the comparative offer of the Supplier offer under consideration
C.3.11.8	Up to 100 minus W_1 (refer F.3.11.7 above) Supplier evaluation points will be awarded to Suppliers according to their Specific Goals, as listed in their certified copies of CIPRO Certificate. The points will be awarded as follows, based on the Specific Goals of the Supplier:

	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	Historically Disadvantaged Individuals Ownership		
	• Race	20% (4)	
	• Gender (Women Ownership)	20% (4)	
	• Disability	20% (4)	
	Youth	20% (4)	
	Military Veterans Ownership	10% (2)	
	Locality Ownership (Eastern Cape)	10% (2)	
	TOTAL	100% (20)	

C.3.11.10	*Add the following new sub-clause:* The Employer will perform a risk analysis in respect of the following: (a) reasonableness of the financial offer (b) reasonableness of unit rates and prices (c) the Suppliers ability to fulfil its obligations in terms of the tender document is that the Supplier can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc. **NB: All shortlisted service providers will be subjected to a risk assessment and given an opportunity to respond should areas of concern be picked up during the risk assessment**.

C.3.13.1	Supplier offers will only be accepted if: a) The Supplier is registered and in good standing with the South African Revenue Service (SARS) or proof that he or she has made arrangement with SARS to meet his or her outstanding tax obligations. This will be verified by the Employer on the Centralized Supplier Database. Where the recommended bidder is not tax compliant, the bidder will be notified of the non-compliant status and be granted seven (7) working days to rectify their compliance status with the SARS. The bidder must thereafter provide the Department with proof of its tax compliance which must be verified via the CSD or eFiling. b) The Supplier or any of its directors is not listed on the Register of Supplier Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; c) The Supplier or any of its directors is not listed on the Database of Restricted Suppliers kept by the National Treasury and updated from time to time; d) The Supplier has not abused the Employer's Supply Chain Management System; e) The Supplier has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Supplier's ability to perform the contract in the best interests of the employer or potentially compromise the Supplier process.
C.3.17	*Add the following:* The number of paper copies of the signed contract to be provided by the Employer is one.

C.4	**ADDITIONAL CONDITIONS OF TENDER** The additional conditions of Tender are:
C.4.1	**Invalid Tender** Suppliers shall be considered invalid and shall be endorsed and recorded as such in the Supplier opening record, by the responsible official who opened the Tender, in the following circumstances: a) if the Supplier offer is not submitted on the Form of Offer and Acceptance bound into this Tender document (form C1.1, Part C1: Agreements and Contract Data); b) if the Form of Offer and Acceptance has not been completed or has not been signed by the authorized representative of the Supplier c) if the Form of Offer and Acceptance is signed, but the name of the Supplier is not stated or is indecipherable d) if the Supplier offer is not completed in non-erasable ink;
C.4.2	**Negotiations with preferred Suppliers** The Employer may negotiate the final terms of a contract with Suppliers identified through a competitive Supplying process as preferred Suppliers provided that such negotiation: a) does not allow any preferred Supplier a second or unfair opportunity; b) is not to the detriment of any other Supplier; and c) does not lead to a higher price than the Supplier as submitted. Minutes of any such negotiations shall be kept for record purposes
C.4.3	**General supply chain management conditions applicable to Supplier** In terms of its Supply Chain Management Policy the Employer may not consider a Supplier unless the provider who submitted the Supplier: a) has furnished the Employer with that provider's: • full name; • identification number or company or other registration number; and • tax reference number and VAT registration number, if any; b) has indicated whether: • the provider is in the service of the state, or has been in the service of the state in the previous twelve months; • the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or • whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months. Irrespective of the procurement process followed, the Employer is prohibited from making an award to: • a person who is in the service of the state; • a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; • an advisor or consultant contracted with the Employer; or • a person, advisor or corporate entity involved with the tender specification committee, or a director of such corporate entity. In this regard, Suppliers shall complete Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule will result in the Supplier not being considered further.

C.4.4	**Combating abuse of the Supply Chain Management Policy** In terms of the its Supply Chain Management Policy, the Employer may reject the Supplier of any Supplier if that Supplier or any of its directors has: a) failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that Supplier that performance was unsatisfactory; b) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system; c) been convicted of fraud or corruption during the past five years; d) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or e) been listed with the Register of Supplier Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector. In this regard, Suppliers shall complete Part T2.2: Returnable Schedules: Certificate of Independent Supplier Determination and Declaration of Supplier's Past Supply Chain Management Practices. Failure to complete these schedules will result in the Supplier not being considered further.
C.4.5	**UIF payments** The Supplier shall submit to the Employer a letter from the Compensation Commissioner indicating his good standing with regard to UIF payments with the Tender submission.
C.4.6	**Claims arising after submission of Supplier** No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any Tender and the Supplier shall be deemed to have: 1) read and fully understood the whole text of the Contract Data, Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract. 2) visited the site of any proposed works. 3) requested the Employer or his duly authorized agent to make clear the actual requirements of anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Supplier. 4) received any Addenda to the Supplier documents which have been issued in accordance with the Employer's Supply Chain Management Policy. Before submission of any Supplier, the Supplier should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Supplier must apply to the Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any Supplier due to the foregoing.
C.4.7	**Imbalance in Supplier rates** In the event of Supplier rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Supplier may be required to produce evidence and advance arguments in support of the Supplier rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the supplied rates or lump sums objected to, it may request the Supplier to amend these rates and lump sums along the lines indicated by it.

	The Supplier will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Supplier offer as Supplied or, if applicable, the corrected total of prices in accordance with C.3.9.3. Should the Supplier fail to amend his tender in a manner acceptable to the Employer, the Employer may reject the Tender.

VOLUME 2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1: LIST OF RETURNABLE SCHEDULES/DOCUMENTS

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
Tender No.	**BID NO: SCMU3-2627–0201- HO**

T2.2: RETURNABLE SCHEDULES REQUIRED FOR SUPPLIER EVALUATION PURPOSES

No.	Document Name	Number of pages issued	Returnable Document
C1.1	Form of Offer and Acceptance	4	☒ Yes ☐ No
C1.2	Contract Data	16	☒ Yes ☐ No
C2.2	Preliminaries for inclusion in Bills of Quantities and Lump Sum Documents based on the Supply Contract documentation & Bills of Quantities & Final Summary	5	☒ Yes ☐ No
T2.2a	Resolution for Signatory	1	☒ Yes ☐ No
T2.2b	Resolution of Board of Directors to Enter into Consortium or Joint Ventures	2	☒ Yes ☐ No
T2.2c-1	Schedule of Proposed Laboratory for Testing	1	☒ Yes ☐ No
T2.2c-2	Schedule of Proposed Coal Mine	1	☒ Yes ☐ No
T2.2d	Schedule of Key Personnel: Contract Manager	1	☒ Yes ☐ No
T2.2e	Schedule of Key Personnel: Contract Supervisor	1	☒ Yes ☐ No
T2.2f	Bank Rating	1	☒ Yes ☐ No
T2.2n	Record of Addenda to Tender Documents	1	☒ Yes ☐ No
T2.2r	Compulsory Enterprise Questionnaire	3	☒ Yes ☐ No
T2.2v	Letter of Good Standing	1	☒ Yes ☐ No
SBD 1	Invitation to Bid: Part A and B	2	☒ Yes ☐ No
SDB 4	Declaration of Interest	4	☒ Yes ☐ No
SBD 6.1	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022	5	☒ Yes ☐ No

T2.2: OTHER DOCUMENTS REQUIRED FOR SUPPLIER EVALUATION PURPOSES

No.	Document Name	Number of pages issued	Returnable Document
Annexure A	Construction Programme	1	☒ Yes ☐ No
Annexure B	Company Experience & Contactable References	1	☒ Yes ☐ No
T2.2g	CIPRO CERTIFICATE	1	☒ Yes ☐ No
T2.2y	Proof of Registration with Centralized Supplier Database	1	☒ Yes ☐ No

(The following list of returnable schedules/documents is duplicated from the tables above however these will not appear in duplicate within the Tender document. The purpose is to bring to the Suppliers' attention the list of returnable documents/schedules that shall be incorporated into the contract)

T2.2: RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

No.	Document Name	Number of pages issued	Returnable Document
T2.2n	Record of Addenda to Supplier Documents	1	☒ Yes ☐ No
T2.2d	Schedule of Key Personnel: Contract Manager	1	☒ Yes ☐ No
T2.2e	Schedule of Key Personnel: Contract Supervisor	1	☒ Yes ☐ No
SBD 6.1	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022	5	☒ Yes ☐ No

T2.2: OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

C1.1	Form of Offer and Acceptance	4	☒ Yes ☐ No
C1.2	Contract Data	16	☒ Yes ☐ No
C2.2	Preliminaries for inclusion in Bills of Quantities and Lump Sum Documents based on the Supply Contract documentation & Bills of Quantities & Final Summary	5	☒ Yes ☐ No

T2.2: RETURNABLE SCHEDULES REQUIRED FOR SUPPLIER EVALUATION PURPOSES

T2.2a: RESOLUTION FOR SIGNATORY

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, KOMANI AND TOWER HOSPITAL.**
Tender No.	**BID NO: SCMU3-2627–0201- HO**

<u>MUST BE ON COMPANY LETTERHEAD</u>

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form. This must be on a company letterhead.

An example is given below:

“By resolution of the board of directors passed at a meeting held on ___________________

Mr/Ms___________________, whose signature appears below, has been duly authorised to

sign all documents in connection with the Supplier for Contract No. __________________________

and any Contract which may arise there from on behalf of (Block Capitals) ________

____

____

SIGNED ON BEHALF OF THE COMPANY: _____________________________________

IN HIS/HER CAPACITY AS: ____

DATE:____

SIGNATURE OF SIGNATORY: ____

WITNESSES:

1. _____________________________SIGNATURE: _______________________________

2. _____________________________SIGNATURE: _______________________________

T2.2b: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
Tender No.	**BID NO: SCMU3-2627–0201- HO**

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

____

____
(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at ____(place)

On ____(date)

RESOLVED that:

1. The Enterprise submit a Bid /Supplier, in consortium/Joint Venture with the following Enterprises:

____

____
(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Eastern Cape Department of Health in respect of the following project:

____

____
(Project description as per Bid /Supplier Document)

Bid Number: ____(Bid Number as per Document)

2. *Mr/Mrs/Ms:
____

in *his/her Capacity as: ____(Position in the Enterprise)

and who will sign as follows: ______________________________________

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: ________________________________

____

________________________________ Postal Code ______________

Postal Address: ________________________________

____

________________________________ Postal Code ______________

Telephone number: ______ ______________________

Fax number: ______ ______________________

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Note:

1. * Delete which is not applicable

2. NB. This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise

3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

T2.2c-1: SCHEDULE OF TESTING LABORATORY (Mandatory)

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
Tender No.	**BID NO: SCMU3-2627–0201- HO**

We notify you that it is our intention to employ the following Laboratory for coal testing in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Laboratory in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

Should the supplier decides to change the Lab, the proposed Lab must be SANAS approved and the distance rates must not be changed.

	Name and address of proposed Laboratory	Nature and extent of work	Value of Work	Laboratory SANS registration number
1.				
2.				
3.				

Signed .... Date ....

Name ....Position ....

Supplier ....

T2.2c-2: SCHEDULE OF COAL MINE (Mandatory)

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
Tender No.	**BID NO: SCMU3-2627–0201- HO**

We notify you that it is our intention to use the following Mine for coal supply in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Mine in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

Should the supplier decides to change the Mine, the proposed Mine must be registered for the coal business and the rates will not be adjusted.

	Name and address of proposed Mine	**Nature and extent of work**	**Value of Work**	**Mine registration number**
4.				
5.				
6.				

Signed .... Date ....

Name .... Position ....

Supplier ....

T2.2d: SCHEDULE OF KEY PERSONNEL: CONTRACT MANAGER (Mandatory)

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
Tender No:	**BID NO: SCMU3-2627–0201- HO**

The Supplier is referred to clause F.2.1.2 of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the Supplier or a specialist consultant/firm, in order for the Supplier to be eligible to submit a Tender for this project. The Curriculum Vitae of the individual must be appended to this schedule.

Notwithstanding having appended the Curriculum Vitae of the key personnel to this schedule, the Supplier must **also** append to this schedule in terms of clause F.2.1.2, a statement for the individual identified, which indicates any field(s) of specialization and any recent experience that is relevant to this particular project (which may or may not have formed part of the individual's CV). Suppliers should indicate what particular aspect of the project the specialization or experience is relevant to.

Name	**Qualifications**	**No. of Years Specified Experience**

Signed .... Date ....

Name .... Position ....

Supplier ....

T2.2e: SCHEDULE OF KEY PERSONNEL: CONTRACT SUPERVISOR (Mandatory)

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
Tender No:	**BID NO: SCMU3-2627–0201- HO**

The Supplier is referred to clause C.2.1.3 of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the Supplier or a specialist consultant/firm, in order for the Supplier to be eligible to submit a Tender for this project. The Curriculum Vitae of the individual must be appended to this schedule.

Notwithstanding having appended the Curriculum Vitae of the key personnel to this schedule, the Supplier must **also** append to this schedule in terms of clause C.2.1.3, a statement for the individual identified, which indicates any field(s) of specialization and any recent experience that is relevant to this particular project (which may or may not have formed part of the individual's CV). Suppliers should indicate what particular aspect of the project the specialization or experience is relevant to.

Name	Qualifications	No. of Years Specified Experience

Signed .... Date ....

Name .... Position ....

Supplier ....

T2.2f: BANK RATING (Mandatory)

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
Tender No.	**BID NO: SCMU3-2627–0201- HO**

Suppliers must submit a bank rating from a recognized financial institution as required in clause F.2.1.4 of the Tender Data. The bank rating must be attached to this schedule. Failure to comply with the requirements of F.2.1.4 shall results in the Tender not being evaluated further.

Signed .... Date ....

Name .... Position ....

Supplier ....

T2.2n: RECORD OF ADDENDA TO SUPPLIER DOCUMENTS

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
Tender No.	**BID NO: SCMU3-2627–0201- HO**

We confirm that the following communications received from the Employer before the submission of this Supplier offer, amending the Tender documents, have been taken into account in this Supplier offer:

	Date	**Title or Details**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed .... Date ....

Name .... Position ....

Supplier ....

*This document must form part of the returnable schedules as it is referenced in the offer portion of the Form of Offer and Acceptance.

T2.2r: COMPULSORY ENTERPRISE QUESTIONNAIRE

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
Tender No:	**BID NO: SCMU3-2627–0201- HO**

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: . . . .

Section 2: VAT registration number: . . . .

Section 3: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number . . . .

Close corporation number . . . .

Tax reference number . . . .

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Supplier Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
iv) confirms that I / we are not associated, linked or involved with any other Tendering entities submitting Supplier offers and have no other relationship with any of the Suppliers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed .... Date ....

Name .... Position ....

Enterprise name ....

* The schedule should be used where Suppliers are subject to the Local Government: Municipal Finance Management Act

T2.2v: Letter of Good Standing

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
Tender No:	**BID NO: SCMU3-2627–0201- HO**

Suppliers must attach a Letter of Good Standing as per C.2.23.4 of the Tender Data (T1.2)

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (ECDOH)					
BID NUMBER:	SCMU3-2627-0201- HO	CLOSING DATE:	25 September 2026	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, KOMANI AND TOWER HOSPITAL				
BID RESPONSE DOCUMENTS WILL BE UPLOADED TO THE ETENDER PORTAL AS INSTRUCTED ABOVE					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Thabisa Notshe**	CONTACT PERSON	**Thabisa Notshe**
TELEPHONE NUMBER	**040-608-G641**	TELEPHONE NUMBER	
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**Thabisa.notshe@echealth.gov.za**	E-MAIL ADDRESS	**Thabisa.notshe@echealth.gov.za**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: ……………………………

SBD 4: DECLARATION OF INTEREST

Project Name:	SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.
Tender No:	**BID NO: SCMU3-2627–0201- HO**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3.1 If so, furnish particulars:

…………………………………………………………………………………………

……………………………………………………………………………………………
……………………………………………………………………

2.4 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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ……………………………………………………..............................., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

………………………………	…………………………………………
Signature	Date
………………………………	………………………………………..
Designation	Name of bidder

SBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

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

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

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

(*delete whichever is not applicable for this tender*).

The applicable preference point system for this tender is the 80/20 preference point system.

The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation,

and includes all applicable taxes;

(d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals Ownership		
- Race	20% (4)	
- Gender (Women Ownership)	20% (4)	
- Disability	20% (4)	
Youth	20% (4)	
Military Veterans Ownership	10% (2)	
Locality Ownership (Eastern Cape)	10% (2)	
TOTAL	100% (20)	

a) *Service providers must submit proof of its Specific Goals points claimed / status of contributor.*

b) *The Specific Goals supporting documents required to verify claimed points may inline with the specified requirements include:*
   - *Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPRO certificate) with id copy.*
   - *Women Ownership: Ownership: Proof of ownership (CIPRO certificate) with id copy.*
   - *Youth Ownership: Ownership: Proof of ownership (CIPRO certificate) with id copy..*
   - *Disability Ownership: Proof of ownership (CIPRO certificate) with valid medical documentary proof.*
   - *Military Veterans Ownership: Proof of ownership (CIPRO certificate) with valid proof of veteran status.*
   - *Locality Ownership: Proof of business address (municipal account or valid lease agreement)*
   - *Updated CSD report*

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm...

4.4. Company registration number: ....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

…………………………………………
SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME: ………………………………………………………
DATE: ………………………………………………………

ADDRESS: ………………………………………………………

………………………………………………………

………………………………………………………
………………………………………………………

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

____

(Bid Number and Description)

in response to the invitation for the bid made by:

____

(Name of Institution)

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

I certify, on behalf of:____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   - (a) has been requested to submit a bid in response to this bid invitation;
   - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   - (a) prices;
   - (b) geographical area where product or service will be rendered (market allocation)
   - (c) methods, factors or formulas used to calculate prices;
   - (d) the intention or decision to submit or not to submit, a bid;
   - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

…………………………………………………	…………………………………
Signature	Date
………………………………………………..	…………………………………
Position	Name of Bidder

[3] 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.

T2.2: OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

T2.2g: CIPRO CERTIFICATE

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
Tender No:	**BID NO: SCMU3-2627–0201- HO**

Suppliers must attach CIPRO CERTIFICATE clearly showing percentage of ownership

T2.2y: Proof of Registration with Centralized Supplier Database

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
Tender No:	**BID NO: SCMU3-2627–0201- HO**

Annexure A: Contract Programme (Mandatory)

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
Tender No:	**BID NO: SCMU3-2627–0201- HO**

Suppliers are required to submit a Contract Program as per the requirements of clause C.3.11.1 of the Supplier Data (T1.2). The Contract Program must be attached to this Annexure A.

Annexure B:

Company Experience and Contactable References (Mandatory)

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
Tender No:	**BID NO: SCMU3-2627–0201- HO**

Suppliers are required to submit proof of company experience as described in clause C.3.11.1 of the Contract Data (T.1.2). The portfolio of evidence must be distinguished between that submitted for projects awarded currently under contract and for those projects that are completed. Suppliers shall note the requirements for projects awarded currently under contract and those that are awarded or completed as described in the functionality evaluation table in clause C.3.11.1.

Reference No. 1

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
Tender No:	**BID NO: SCMU3-2627–0201- HO**

Sir/Madam,

We are in the process of evaluating ______________________________for the above project.

They have listed you as a reference. Please evaluate the Suppliers performance on the criteria listed below by ticking the appropriate boxes. Please return upon completion as soon as possible. If you have any questions please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD (Start and End Date)	VALUE OF WORK

1. **QUALITY**

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. **TIME PERFORMANCE**

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. **FINANCIAL PERFORMANCE**

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. **COMMENTS:**

____

____

Project Manager/Principal Agent: ______________________________

Tel. No: ______________________________

E-mail Address: ______________________________

Signature: ____________________Date: ______________________________

Place Company Stamp Here

Reference No. 4

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
Tender No:	**BID NO: SCMU3-2627–0201- HO**

Sir/Madam,

We are in the process of evaluating ________________________________for the above project.

They have listed you as a reference. Please evaluate the Suppliers performance on the criteria listed below by ticking the appropriate boxes. Please return upon completion as soon as possible. If you have any questions please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD (Start and End Date)	VALUE OF WORK

1. **QUALITY**

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. **TIME PERFORMANCE**

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. **FINANCIAL PERFORMANCE**

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. **COMMENTS:**

____

____

Project Manager/Principal Agent: ________________________________

Tel. No: ________________________________

E-mail Address: ________________________________

Signature: _____________________Date: ________________________________

Place Company Stamp Here

Reference No. 4

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
Tender No:	**BID NO: SCMU3-2627–0201- HO**

Sir/Madam,

We are in the process of evaluating ______________________________for the above project.

They have listed you as a reference. Please evaluate the Suppliers performance on the criteria listed below by ticking the appropriate boxes. Please return upon completion as soon as possible. If you have any questions please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD (Start and End Date)	VALUE OF WORK

1. **QUALITY**

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. **TIME PERFORMANCE**

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. **FINANCIAL PERFORMANCE**

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. **COMMENTS:**

____

____

Project Manager/Principal Agent: ______________________________

Tel. No: ______________________________

E-mail Address: ______________________________

Signature: ____________________Date: ______________________________

Place Company Stamp Here

Reference No. 4

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
Tender No:	**BID NO: SCMU3-2627–0201- HO**

Sir/Madam,

We are in the process of evaluating ______________________________for the above project.

They have listed you as a reference. Please evaluate the Suppliers performance on the criteria listed below by ticking the appropriate boxes. Please return upon completion as soon as possible. If you have any questions please do not hesitate to contact us.

NAME OF EMPLOYER	**NAME OF PROJECT**	**CONTRACT PERIOD (Start and End Date)**	**VALUE OF WORK**

1. **QUALITY**

EXCELLENT	**VERY GOOD**	**GOOD**	**FAIR**	**POOR**
5	**4**	**3**	**2**	**1**

2. **TIME PERFORMANCE**

EXCELLENT	**VERY GOOD**	**GOOD**	**FAIR**	**POOR**
5	**4**	**3**	**2**	**1**

3. **FINANCIAL PERFORMANCE**

EXCELLENT	**VERY GOOD**	**GOOD**	**FAIR**	**POOR**
5	**4**	**3**	**2**	**1**

4. **COMMENTS:**

____

____

Project Manager/Principal Agent: ______________________________

Tel. No: ______________________________

E-mail Address: ______________________________

Signature: ____________________Date: ______________________________

Place Company Stamp Here

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, KOMANI AND TOWER HOSPITAL.**
Tender No:	**BID NO: SCMU3-2627–0201- HO**

Risk Management Matrix (Refer to C.3.11.10)

Risk ID	Risk Description	Category	Likelihood (1-5)	Impact (1-5)	Risk Score (L x I)	Priority	Mitigation Actions	Owner	Status	Review Date
R-001	Suppliers may overstate their capability	Admin	4	4	16	High	Evaluation team to visit supplier previous clients and interview them on the performance of the supplier.	Procurement Manager	Mitigation Planned	2026-06-23
R-002	Suppliers may overstate their experience	Admin	4	4	16	High	Evaluation team to confirm with supplier previous clients and interview them on the performance of the supplier.	Procurement Manager	Mitigation Planned	2026-06-23
R-003	Substandard Coal could be supplied by the Supplier	Technical	3	3	9	Medium	Project Manager to Ensure the lab test results Match the desired specs.	Technical Lead	Mitigation Planned	2026-06-23

VOLUME 3: CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.3: PERFORMANCE GUARANTEE (PRO FORMA)

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means: ....

Physical Address: ....

“Employer” means: ....

“Service Provider” means: ....

“Engineer” means: ....

“Works” means: ....

“Site” means: ....

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R ....

Amount in words: ....

Guaranteed Sum” means: The maximum aggregate amount of R ....

Amount in words: ....

Type of Performance Guarantee: Fixed

“Expiry Date” means: Last day of the contract

CONTRACT DETAILS

Employer’s Agent: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

1. FIXED PERFORMANCE GUARANTEE

1.1 Where a fixed Performance Guarantee has been selected. The Guarantor’s liability shall be limited to the amount of the Guarantee Sum.

1.2 The Guarantor’s period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer’s Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

1.3 The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

2. CONDITIONS APPLICABLE TO FIXED PERFORMANCES GUARANTEES

2.1 The Guarantor hereby acknowledges that:

2.1.1. Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be constructed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

2.1.2. Its obligation under this Performance Guarantee is restricted to the payment of money.

2.2. Subject to the Guarantor's maximum liability referred to in 1.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 2.2.1 to 2.2.3:

2.2.1. A copy of a first written demand issued by the Employer to the Service Provider stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 2.2.2;

2.2.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Service Provider stating that a period of seven (7) days has elapsed since the first written demand in terms of 2.2.1 and the sum certified has still not been paid;

2.2.3. A copy of the aforesaid payment which entitles the Employer to receive payment in terms of the Contract of the sum certified in 2.2.

2.3. Subject to the Guarantor's maximum liability referred to in 1.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

2.3.1. The Contract has been terminated due to the Service Provider's default and that this Performance Guarantee is called up in terms of 2.3; or

2.3.2. A provisional or final sequestration or liquidation court order has been granted against the Service Provider and that the Performance Guarantee is called up in terms of 2.3; and

2.3.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provision liquidation court order.

2.3.4. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 2.2 and 2.3 shall not exceed the Guarantor's maximum liability in terms of 1.1.

2.3.5. Where the Guarantor has made payment in terms of 2.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of the Performance Guarantee shall bear interest at the prime overdraft rate by the Employer's Bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

2.3.6. Payment by the Guarantor in terms of 2.2 or 2.3 shall only be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

2.3.7. Payment by the Guarantor in terms of 2.3 will only be made against the return of the original Performance Guarantee by the Employer.

2.4. The Employer shall have the absolute right to arrange his affairs with the service provider in any manner which the Employer may consider fit and the Guarantor shall not have right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

2.5. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

2.6. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

2.7. This Performance Guarantee, with the required demand notices in terms of 2.2 or 2.3, shall be regarded as a liquid document for the purposes of obtaining a court order.

2.8. Where the Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act of section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the magistrate's Court.

Signed at ....

Date ....

Guarantor's signatory (1) ....

Capacity ....

Guarantor's signatory (2) ....

Capacity ....

Witness signatory (1) ....

Witness signatory (2) ....

DEPARTMENT OF HEALTH

BOILER FUEL SUPPLY

CONTRACT NO. BID NO: SCMU3-2627–0201- HO

SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL, POWER FUELS FOR THE BOILERS AND OTHER CONSUMABLES FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI & TOWER HOSPITAL.

C2.2 Schedules of Quantities (Mandatory)

CONTENTS		**PAGES**
SCHEDULE NO. 1	GENERAL REQUIREMENTS AND CONDITIONS	
SCHEDULE NO. 2	COAL MATERIAL AND TESTING	
SCHEDULE NO. 3	COAL SUPPLY AND DELIEVERY	
SCHEDULE NO. 4	GENERAL MAINTENANCE WORKS	
SCHEDULE NO. 5	ENVIRONMENTAL MANAGEMENT	
SCHEDULE NO. 6	GENERAL AND SUNDRY ITEMS FOR THE WOKRS	
SUMMARY		
DECLARATION		

Schedule of Quantities (Mandatory)

SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL FOR THE BOILERS AND OTHER CONSUMABLES FOR THE POWER SYSTEMS IN HOSPITAL.

ITEM	DESCRIPTION	Unit	QTY	RATE	AMOUNT R c
	SCHEDULE NO. 1				
	GENERAL REQUIREMENTS AND CONDITIONS				
	Allow for all costs and expenses in connection with the following:-				
1	Programme of the Works and submission of Contractor's Documents for approval. Contractor's supply programme to be approved by technical person. This Program must be monthly for the duration of 36 months.	Months	36		
	TOTAL AMOUNT OF SCHEDULE NO. 1 CARRIED TO SUMMARY				

SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL, POWER FUELS FOR THE BOILERS AND OTHER CONSUMABLES FOR THE POWER SYSTEMS IN HOSPITAL.

ITEM	DESCRIPTION	Unit	QTY	RATE	AMOUNT R c
	SCHEDULE NO. 2				
	COAL MATERIAL AND TESTING				
	Allow for all costs and expenses (36 months period) in connection with the following:-				
3	The contractor shall, for the purpose and duration of the contract, operate and maintain a quality management system complying with the requirement of the ISO 9000 series	months	36		
4	Other expenses incurred in complying with the above requirements *(Specify):-*	Item			
	TOTAL AMOUNT OF SCHEDULE NO. 2 CARRIED TO SUMMARY				

SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL, POWER FUELS FOR THE BOILERS AND OTHER CONSUMABLES FOR THE POWER SYSTEMS IN HOSPITAL.

ITEM	DESCRIPTION	Unit	QTY	RATE	AMOUNT R c
	SCHEDULE NO. 3				
	COAL SUPPLY AND DELIVERY				
	Allow for all costs and expenses (36 months period) in connection with the supply, delivery, off-loading and boiler feed:-				
5	**Butterworth**: Supply and delivery of A Graded Coal to the hospital	tonnes	700		
6	**Bhisho**: Supply and delivery of A Graded Coal to the hospital.	tonnes	900		
7	**Tower**: Supply and delivery of A Graded Coal to the hospital.	tonnes	1810		
8	**Komani**: Supply and delivery of A Graded Coal to the hospital	tonnes	3000		
	Note: The Coal is delivered to the hospital, and the hospital start using the coal immediately, the sample is being tested at the Lab, should the results show that the Coal is not grade A, that load will not be paid for. This applies for all deliveries.				
	GENERAL				
9	All other items not included above but which are nevertheless necessary to meet the Scope of Work and/or are required for the proper, safe and effective operation of the plant (*Specify):-*				
	TOTAL AMOUNT OF SCHEDULE NO. 3 CARRIED TO SUMMARY				

SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL, POWER FUELS FOR THE BOILERS AND OTHER CONSUMABLES FOR THE POWER SYSTEMS IN HOSPITAL.

ITEM	DESCRIPTION	Unit	QTY	RATE	AMOUNT R c
	SCHEDULE NO. 4				
	General Maintenance Works				
	Transport and offloading inclusive: -				
10	Boiler ash removal from site and supplied to the authorized municipal landfill. NOTE this is done by the hospital, this will only be used when the hospital has not disposed the ash.	Prov. Sum	-	-	80 000 - 00
11	Allow for sampling of coal taken from hospital to the laboratory. Invoice from the laboratory which shall be in line with the rates will be required monthly.	Months	36		
12	Allow for unspecified work including transportation coal within the province. Coal sample test in hospital sites in random occasion once a month.	Prov. Sum	-	-	200 000 - 00
14	**GENERAL** All other items not included above but which are nevertheless necessary to meet the Scope of Work and/or are required for the proper, safe and effective operation of the plant (*Specify):-*	Item			
	TOTAL AMOUNT OF SCHEDULE NO. 4 CARRIED TO SUMMARY				

SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL, POWER FUELS FOR THE BOILERS AND OTHER CONSUMABLES FOR THE POWER SYSTEMS IN HOSPITAL.

ITEM	DESCRIPTION	Unit	QTY	RATE	AMOUNT R c
	SCHEDULE NO. 5				
	CPAP ESCALATION				
	Allow for CPAP escalation				
15	Supplier will be paid a Contract Price Adjustment monthly based on the start month of the contract.	Sum	-	-	700 000-00
	TOTAL AMOUNT OF SCHEDULE NO. 5 CARRIED TO SUMMARY				

SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL, POWER FUELS FOR THE BOILERS AND OTHER CONSUMABLES FOR THE POWER SYSTEMS IN HOSPITAL.

C1.1a Summary Page

ITEM	DESCRIPTION	Unit	QTY	RATE	AMOUNT R c
	SUMMARY				
	Total of Schedule 1 General Requirements and Conditions				
	Total of Schedule 2 Coal Material and Testing				
	Total of Schedule 3 Coal Supply and Delivery				
	Total of Schedule 4 General Maintenance Works				
	Total of Schedule 5 Contract Price Adjustment				
	TOTAL EXCLUDING VAT			R	
	Add 15% for Value Added Tax			R	
	Carried to part C1.1 Form of Offer and Acceptance			R	

SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL, POWER FUELS FOR THE BOILERS AND OTHER CONSUMABLES FOR THE POWER SYSTEMS IN HOSPITAL.

DECLARATION (In respect of completeness of Tender)

Department of Health
5th Floor, Dukumbana Building
Independence road
BHISHO

I/We, the undersigned, do hereby declare that these are the properly priced Schedules of Quantities forming Part C2.2 of this Contract Document which contains 12 pages numbered i to xx and in consecutive order in Volume 2 and the number of pages in consecutive order in Volume 2A as stated on page i thereof, upon which my/our tender for **TENDER NO. BID NO: SCMU3-2627–0201- HO: SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL, POWER FUELS FOR THE BOILERS AND OTHER CONSUMABLES FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI & HOSPITAL.**

has been based.

SIGNED ON BEHALF OF TENDERER: . . . .

DATE: . . . .

PART C3: SCOPE OF WORKS

C3: SCOPE OF WORKS

C3.1: SCOPE OF WORKS

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
Tender No:	**BID NO: SCMU3-2627–0201- HO**

DESCRIPTION OF THE WORKS

Employer's objectives **– to have the Supplier supply and deliver Coal to Bhisho, Butterworth, , Komani and Tower hospitals.**

Overview of the works **– see employer's objectives**

Extent of the works **– Testing of the Coal Grade supplied and Delivered in each site. This sample for the Laboratory must be collected and delivered to the Testing Laboratory. Required kg by the Laboratory is 50kg per each coal delivered. The department may choose all or some of the deliveries to be tested.**

Location of the works **– Tower, Komani, Bisho & Butterworth Hospital**

PROCUREMENT

Preferential procurement procedures Requirements; resource standard pertaining to targeted procurement

MANAGEMENT

Management of the works - Applicable SANS 1921 standards; particular /generic specifications; planning and programming; sequence of the works; software application for programming; methods and procedures; quality plans and control; environment; accommodation of traffic on public roads occupied by the Supplier; other Suppliers on site; testing, completion, commissioning and correction of defects; recording of weather; format of communications; key personnel; management meetings; forms for contract administration; electronic payments; daily records; bonds and guarantees; payment certificates; permits; proof of compliance with the law; insurance provided by the employer

OCUPPATIONAL HEALTH AND SAFETY

The service provider will be required to adhere to Health and Safety as well as Environmental regulations. The workers onsite must have PPE at all times

The service provider is responsible for making sure the coal is not outside the bunker and the ASH is at the dedicated area. The hospital has brick builders collecting the coal on a monthly interval, however the service provider of this contract is to make sure that the ASH is not all over the area, and such communication must be always done via the hospital. The service provider is to keep records of who collects the ASH and to where. Should the ASH be not collected it is the responsibility of the Service provider of this contract to dispose the ASH at a land field given permission to by the municipality through the service provider.

FAILURE TO ADHERE TO THE ABOVE MAY LEAD TO PENALTIES

PART C4: SITE INFORMATION

C4: SITE INFORMATION

C4.1: SITE INFORMATION

Project Name:	**SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BHISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.**
Tender No:	**BID NO: SCMU3-2627–0201- HO**

C4 Site Information

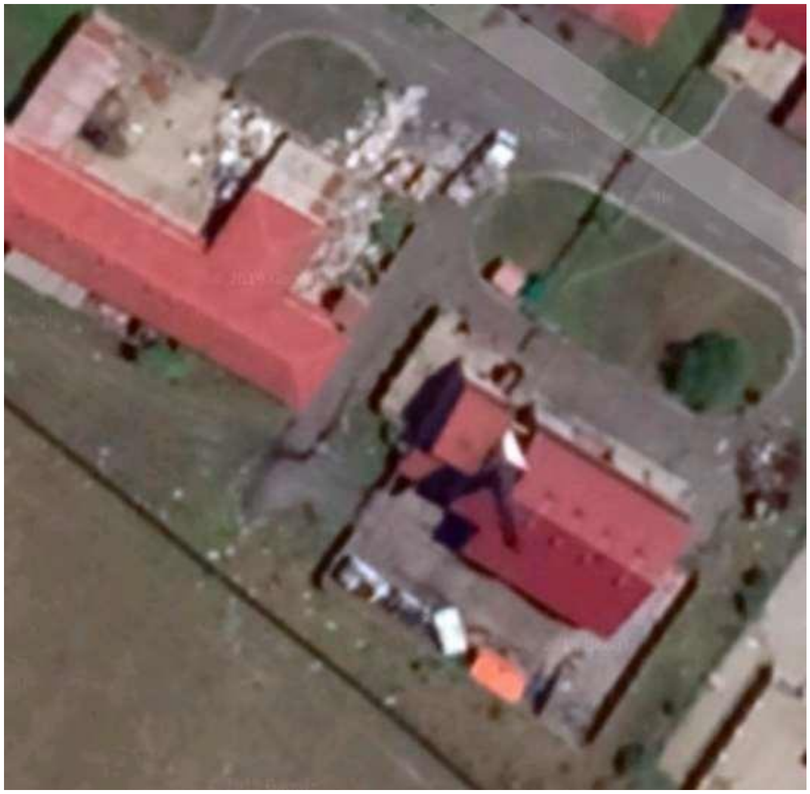
1. GENERAL

a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.

b) The Supplier must acquaint themselves fully with all matters pertaining to this section in order to enable prospective Suppliers to price for all eventualities.

c) Each hospital has a Coal Bunker which the coal must be supplied and delivered into. the supplier will have to use side tipper trucks to be able to load directly to the Coal Bunker.

d) It will be the responsibility of the supplier to move the coal to the bunker at no cost to the client should the truck drop off the Coal outside the Coal Bunker.



BISHO HOSPITAL

KOMANI HOSPITAL

TOWER HOSPITAL

BUTTERWORTH HOSPITAL

Construction Industry Development Board

The Supply Contract

2nd Edition September 2005

(Second Edition of CIDB document 1021)

Supply Contract

A contract between

EASTERN CAPE DEPARTMENT OF HEALTH

and ______________________________

for

SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL,
POWER FUELS FOR THE BOILERS AND OTHER CONSUMABLES
FOR THE POWER SYSTEMS AT **BISHO, BUTTERWORTH, KOMANI,**
& TOWER HOSPITAL**.**

Contents **Page**

Notes about this contract are printed in boxes like this one. They are not part of the contract.

Based on the
NEC Engineering and Construction Contract 2nd Edition (November 1995),
NEC Professional Services Contract 2nd Edition June 1998, and
NEC Engineering and Construction Short Contract, 1st Edition July 1999

C1.1 Form of Offer and Acceptance (Mandatory)

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of **BID NO: SCMU3-2627–0201- HO SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE Boilers For The Power Systems At Bhisho, Butterworth, , Komani & Tower Hospital.**

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(In words)……………………………………………………………………………………………….

……..

……..

…...Rand;

R .... (In figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data

Signature(s) ……………………………………..... ……………………………………….

Name(s) ……………………………………….. ……………………………………….

Capacity ……………………………………….. ………………………………………..

For the tenderer: ……………………………………………………………………………………………

………………………………………………………………………....

Name & signature of witness ……………………………………………………………………….... …………………….
Date

…………………………………………………………………………
(Insert name and address of organisation)

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)	……………………………………......	…………………………………….
Name(s)	……………………………………..	…………………………………….
Capacity	……………………………………..	……………………………………..
For the tenderer:	……………………………………………………………………………………………	

………………………………………………………………………....

Name & signature of ……………………………………………………………………..... …………………….

witness (*Insert name and address of organisation*) Date

Schedule of Deviations

1 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

2 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

3 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

4 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

5 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Contract Data

Part one - Data provided by the *Client*
Statements given in all contracts

1 General

- The *conditions of contract* are the core clauses and the clauses for main option ____________________, and secondary options_______________of The CIDB Supply Contract, 2nd edition September 2005 attached to this Contract Data[2].

- The *goods* are: Coal

  ____

- The *Client is*

  Name: Eastern Cape Department of Health

  Address 13th Floor Dukumbana Building, Independence Avenue, Bisho

- The *Adjudicator* is

  Name Both parties will nominate one when required

  Address: N/A

  Tel No. N/A Fax No. N/A
  E mail N/A

- The Goods Information is in the document called "Scope of Work" and in the documents and drawings referred to by it.

- The Terms of Delivery are:
  Term abbreviation: Monthly Location: Bisho, Butterworth, , Komani, Tower The Client will only take the risks once the coal has been delivered and offloaded.

- The *language of this contract* is English.

- The *law of the contract* is the law of the Republic of South Africa subject to the jurisdiction of the courts of the Republic of South Africa.

- The *period for reply* to a communication is 12 hours

2 The Parties main responsibilities

- The *Supplier* provides the following additional documentation at the time of delivery:

  1 Mine Weighing Bridge Proof

  2 Delivery Note

3 Time

- The *starting date* is: upon acceptance of the offer by the employer by signature of the Acceptance part at the form of offer and acceptance

  The Date is : __________________________(to be recorded when signing)

- The *delivery date* is stated in data for the selected main option

4 Testing and Defects

- The *warranty period* is______6______weeks after Delivery.
- The *defect correction period* is_____1_____weeks.

5 Payment

- The *method and conditions of payment* are:

  The Supplier will deliver and claim, and shall be paid within 30days

- For local supply, the following must be noted:

  Electronic payment in full to *Supplier*'s nominated South African bank account within 30 days of receipt of an acceptable Tax Invoice, or

- The interest on late payment is to be determined in terms of section 80 (1) of the PFMA 1999

- The *currency of this contract*is Rands

6 Compensation events

If there are additional compensation events

- These are additional compensation events:

1 ____

2 ____

8 Liabilities indemnities and insurance

- The supplier is liable for any damages that will be caused by poor grading supplied to any of the hospitals, expected grade is grade A, any other grade will damage the boilers, which the supplier will be liable to repair at no cost and disruptions to the client.

- The supplier must cover the coal from the mine to the hospital

- The amount of cover for the repair of damaged boiler provided by the Supplier is R 3 000 000.00 ____________________

If the *Supplier* is to provide additional insurances

- The *Supplier* provides these additional insurances

1 Insurance against: Public Liability Insurance ______________

The cover is R 3 000 000.00 ______________-

2 Insurance against SASRIA ____________________________

The cover is R 5 000 000.00 ________________

9 Termination and disputes

- The *tribunal* is ____

If the *tribunal* is arbitration

- The arbitration procedureis ____________________________________

Option G:

- If the Terms of Delivery require delivery to the *final destination*, the *final destination* is stated on each Batch Order.

- The *delivery date* is stated in each Batch Order

- The *end date* is 36 months ________________________

Option X1

- The amount of the performance bond must be R 3million rands_________ (in words) (Three million rands)

Option X5

- The proportions used to calculate the Price Adjustment Factor are

Proportion	linked to the index for	prepared by
1. 75 %	PPI P0142.1 Coal and GAS	Stats SA
2. 25 %	PPI P0142.1 Diesel	Stats SA
3.		
4.		

- The *base date* for indices is the date of the acceptance of the offer by the employers signature of the acceptance part at the form of offer and acceptance
- The *designed working life* is_______________years from the end of the *warranty period*
- Delay damages are R 2500.00 per day

Name Lamkelo Mdingi

Address 7th Floor Dukumbana Building, Independence Avenue, Bisho

Tel No. 040 608 1170 E mail lamkelo.mdingi@echealth.gov.za

Option X12

- The authority of the *Client*'s *Representative* is as per contract data
- The *Supplier* is to submit a first programme for acceptance within 1 week of the contract data.
- The *Supplier* submits revised programmes at intervals no longer than 4weeks weeks.

Contract Data

Part two - Data provided by the *Supplier*

Statements given in all contracts

1 General

- The *Supplier* is

  Name
  ____
  Address
  ____

  a company / close corporation / partnership duly incorporated in accordance with the laws of the Republic of ___________________________*(delete complete as applicable)*

- The key people are

  (1) Name ____________________________________
  Job ____________________________________
  Responsibilities ____________________________________

  Qualifications ____________________________________
  Experience ____________________________________

  (2) Name ____________________________________
  Job ____________________________________
  Responsibilities ____________________________________

  Qualifications ____________________________________
  Experience ____________________________________

Option G

- The Price List is in ________________________________

Option X12

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is __________________________

PART C2: PRICING DATA

Price List -- Type 1

For *goods* offered from local suppliers and / or with inclusive prices

Pricing instructions

This price list has columns for quantity, rate and price. Entries in these columns are made as follows:

If the *Supplier* is to be paid an amount for the *goods* (and services), which is a fixed price for an item or a fixed price for each of a series of items, the tendering supplier enters the amount in the price column only, the other two columns being left blank.

If the *Supplier* is to be paid an amount for the *goods* (and services) which is the unit rate for each item multiplied by the quantity of the item supplied, (i.e. a 'Bill of Quantities' arrangement) - the tendering supplier enters the rate which is then multiplied by the quantity (which has been entered either by the *Supplier* or by the *Client*) to produce the Price which is also entered.

If the *Supplier* is to be paid an amount for an item of the *goods* (or services) which is the rate multiplied by the quantity supplied - whatever that quantity turns out to be (i.e. a 'schedule of rates' arrangement) - the tendering supplier enters the rate only, the other two columns being left blank. The tendering supplier's offer cannot include a total of the prices which covers all the items which the *Supplier* has to supply if any of the supply is dealt with using items with a rate only. Rate only entries must not be made for work covered by other items.

Price List

See attached Bill of Quantities

Total of Schedule 1	**R**
Total of Schedule 2	**R**
Total of Schedule 3	**R**
Total of Schedule 4	**R**
Total of Schedule 5	**R**
Total of Schedule 6	**R**
Sub Total	**R**
15% Value Added Tax	**R**
Grand Total	**R**

Signature of tenderer: ____

Note: In case of discrepancy between unit rate and total, the unit rate shall prevail.

Pro forma Batch Order

For use with Option G only

Batch Order No.		**Contract No.**	**BID NO: SCMU3-2627–0201- HO**

To the *Supplier*					
Tel		Fax		E mail:	

Please supply the following Batch in accordance with the above referenced contract which includes the Data stated in this Batch Order

Goods & services selected from the Price List for this Batch		**Unit**	**Qty**	**Rate**	**Price**
Item	**Description**				
Total for this Batch Order					

The *final destination* is	

The *delivery date* is	

Amplify the Goods Information, if necessary, regarding anything to be provided by either Party to the other, and any particular plans or interfaces for this Batch.

The *Client* is represented for this Batch Order by					
Address (if different to that given above)					
Tel		Fax		E mail:	

Accepted by the *Supplier* (Print name)	Signed:
Date	

Conditions of contract

CONTENTS

The strategy for choosing the form of contract starts with a decision between two main options, one of which must be chosen.

The following secondary option clauses should then be considered. It may not be necessary to use any of them.

CORE CLAUSES

1 General

Actions **10**

10.1 The *Client* and the *Supplier* shall act as stated in this contract and in a spirit of mutual trust and co-operation.

Identified and defined terms **11**

11.1 In the *conditions of contract*, terms identified in the Contract Data are in *italics,* and defined terms have capital initials.

11.2 (1) The Parties are the *Client* and the *Supplier.*

(2) Others are people or organisations who are not the Client, the *Adjudicator*, the *Supplier* or any employee, subcontractor or supplier of the *Supplier*.

(3) The Contract Date is the date when this contract came into existence as determined in accordance with the *law of the contract*.

(4) To Provide the Goods means to do the work necessary to provide the *goods* in accordance with this contract including all incidental work, services and actions which this contract requires.

(5) Goods Information is information which specifies and describes the *goods* and services ancillary to the supply of the *goods*, or states any constraints on how the *Supplier* Provides the Goods and is either

- in the documents which the Contract Data states it is in, or
- in an instruction given in accordance with this contract.

(6) The Terms of Delivery are the trade terms stated in the Contract Data selected from the edition applicable at the Contract Date of INCOTERMS published by the International Chamber of Commerce, Paris.

(7) The Delivery Date is the *delivery date* stated in the Delivery Schedule unless later changed in accordance with this contract.

(8) Materials are items to be included in the *goods.*

(9) Equipment is items provided by the *Supplier*, used by the *Supplier* to Provide the Goods and not included in the *goods*.

(10) A Defect is

- a part of the *goods* or services ancillary to the supply of the *goods* which is not in accordance with the Goods Information, or
- a part of the *goods* designed by the *Supplier* which is not in accordance with the applicable law, or the *Supplier*'s design which has been accepted by the Client.

Interpretation and the law **12**

12.1 When a term from INCOTERMS is used in this contract, the rules and definitions applicable to that term in INCOTERMS are deemed incorporated into this contract.

12.2 This contract is governed by the *law of the contract*.

Communications **13**

13.1 Each communication which this contract requires has effect when it is received in a form that can be read, copied and recorded at the last address notified by the recipient for receiving communications. Writing by the *Client* and the *Supplier* is in the *language of this contract.*

13.2 If this contract requires the *Client* or the *Supplier* to reply to a communication, unless otherwise stated in this contract, the responder replies within the *period for reply*.

13.3 The *Client* replies to a communication submitted or resubmitted by the *Supplier* to the *Client* for acceptance. If the reply is not acceptance, the *Client* states reasons and the *Supplier* resubmits the communication within the *period for reply* taking account of these reasons. A reason for withholding acceptance is that more information is needed in order to assess the *Supplier's* submission fully.

The *Client's* authority and delegation **14**

14.1 The *Client* may give an instruction to the *Supplier* which changes the Goods Information, the Terms of Delivery or the *final destination*.

14.2 The *Client's* acceptance of a communication from the *Supplier* or of the *Supplier*'s work or the *goods* does not change the *Supplier's* responsibility to Provide the Goods or the *Supplier*'s liability for the *Supplier*'s design.

14.3 The *Client* after notifying the *Supplier*, may delegate any of the *Client*'s actions and may cancel any delegation. A reference to an action of the *Client* in this contract includes an action by the *Client*'s delegate.

Early warning **15**

15.1 The *Supplier* and the *Client* give an early warning by notifying the other as soon as either becomes aware of any matter which could

- increase the total of the Prices,
- delay delivery, or
- impair the performance of the *goods* in use.

The *Supplier* and the *Client* co-operate in making and considering proposals for how the effect of each matter which has been notified as an early warning can be avoided or reduced.

15.2 Either the *Client* or the *Supplier* may instruct the other to attend an early warning meeting. Each may instruct other people to attend if the other agrees.

15.3 At an early warning meeting those who attend co-operate in

- making and considering proposals for how the effect of each matter which has been notified as an early warning can be avoided or reduced,
- seeking solutions that will bring advantage to all those who will be affected, and
- deciding upon actions which they will take and who, in accordance with this contract, will take them.

15.4 The *Client* records the proposals considered and decisions taken at an early warning meeting and gives a copy of the record to the *Supplier*.

Ambiguities and Inconsistencies

16

16.1 The *Client* or the *Supplier* notifies the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents which are part of this contract. The *Client* gives an instruction resolving the ambiguity or inconsistency.

Health and safety

17

17.1 The *Supplier* acts in accordance with the health and safety requirements stated in the scope of works.

Illegal and impossible requirements

18

18.1 The *Supplier* notifies the *Client* as soon as the *Supplier* becomes aware that the Goods Information requires the *Supplier* to do anything which is illegal or impossible. If the *Client* agrees that it is illegal or impossible, the *Client* gives an instruction to change the Goods Information appropriately.

2 The Parties' mainresponsibilities

The *Client*'s obligations

20

20.1 The *Client* provides information, services and things that this contract requires the *Client* to provide and provides them as stated in this contract.

20.2 The *Client* takes over the *goods* from the *Supplier* in accordance with the Terms of Delivery.

The *Supplier*'s obligations

21

21.1 The *Supplier*

- Provides the coal in accordance with the Goods Information,
- does not manufacture *goods* which the *Supplier* has designed specifically for this contract until the *Client* has accepted that the design complies with the Goods Information,
- warrants that the *goods* are fit for the purpose stated in the Goods Information or, if not so stated, fit for the purpose to which goods similar to the *goods* are used in the *final destination* and other locations stated in the Goods Information,

- warrants that the *goods* and Materials are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless stated otherwise in the Goods Information, and

- warrants that the *goods* and Materials conform to the authoritative standard for them applicable at the Contract Date and appropriate to the *goods'* and Materials' country of origin, if an applicable standard for the *goods* or Materials is not stated in the Goods Information.

21.2 The *Supplier* transports, insures, and passes risk of loss and damage to the *goods* to the *Client* in accordance with the Terms of Delivery. The cost of the *Supplier*'s obligations for transport, insurance and delivery is included in the Prices.

21.3 The *Supplier* provides the documentation listed in the Contract Data at the time of delivery.

Packing **22**

22.1 The *Supplier* packs the *goods* in a manner that is designed to prevent damage or deterioration during transit to the *final destination*.

22.2 The *Supplier* packs the *goods* taking account of rough handling, exposure to extreme temperatures, salt, precipitation during transit, open storage, the final destination and the absence of heavy handling facilities at certain points in transit or on arrival.

Subcontracting **23**

23.1 If the *Supplier* subcontracts work, the *Supplier* is responsible for Providing the Goods as if the *Supplier* had not subcontracted. This contract applies as if a subcontractor's employees and equipment were the *Supplier's.*

23.2 If the *Client* instructs the *Supplier* to, the *Supplier* submits the name of each proposed subcontractor to the *Client* for acceptance. A reason for not accepting the proposed subcontractor is that the subcontractor's appointment will not allow the *Supplier* to Provide the Goods. The *Supplier* does not appoint a proposed subcontractor until the *Client* has accepted the subcontractor.

Access to the work **24**

24.1 The *Supplier* provides access for the *Client* and others notified by the *Client* to work being done for this contract and to stored Materials.

Co-operation **25**

25.1 The *Supplier* co-operates with Others as necessary for delivery of the *goods*, and in obtaining and providing information which they need in connection with the *goods*.

Approval from Others **26**

26.1 The *Supplier* obtains approval of his design and delivery arrangements from Others where necessary.

Instructions **27**

27.1 The *Supplier* obeys an instruction which is in accordance with this contract and is given to the *Supplier* by the *Client.*

3 Time

Starting and delivery **30**

30.1 The *Supplier* does not start work until the *starting date* and does the work so that delivery of the *goods* and performance of ancillary services is on or before the Delivery Date.

30.2 The *Supplier* does not deliver the *goods* until the *Supplier* has complied with requirements stated in the Goods Information as to be completed by the *Supplier* before delivery.

30.3 The *Supplier* provides evidence of delivery of the *goods* to the *Client* in the form of the *Supplier*'s delivery note duly endorsed by the authorising stamp and signature of the person delegated by the *Client* to receive the *goods.*

Access to the *final destination* **31**

31.1 If the Terms of Delivery require delivery to be made by the *Supplier* to the *final destination*, the *Client* allows access to and use of it to the *Supplier* on or reasonably before the Delivery Date or as later agreed between them. The *Client* allows access to and use of the *final destination* to the *Supplier* as necessary for other work in this contract.

31.2 The *Client* and the *Supplier* provide services and other things as stated in the Goods Information. Any cost incurred by the *Client* as a result of the *Supplier* not providing the facilities and services stated is assessed by the *Client* and paid by the *Supplier*.

Instructions to stop or not to start any work **32**

32.1 The *Client* may instruct the *Supplier* to stop or not tostart any work and may later instruct the *Supplier* to restart or start it.

4 Testing and Defects

Tests and inspections **40**

40.1 This clause only governs tests and inspections required by the Goods Information and the applicable law.

40.2 The *Supplier* and the *Client* provide records, data sheets, materials, facilities and samples for tests and inspections as stated in the Goods Information.

40.3 The *Supplier* and the *Client* notify the other of each of their tests and inspections before it starts and afterwards notifies its results. The *Supplier* notifies the *Client* in time for a test or inspection to be arranged and done before doing work which would obstruct the test or inspection. The *Client* may watch any test done by the *Supplier*.

40.4 If a test or inspection shows that any work has a Defect, the *Supplier* corrects the Defect and the test or inspection is repeated.

40.5 The *Client* does the *Client*'s tests and inspections without causing unnecessary delay to the work or to a payment that is conditional upon a test or inspection being successful.

40.6 The *Client* assesses the cost incurred by the *Client* in repeating a test or inspection after a Defect is found. The *Supplier* pays the amount assessed.

Testing and inspection before and after delivery **41**

41.1 The *Supplier* does not deliver any *goods* which the Goods Information states are to be tested or inspected before delivery until the *Client* has notified the *Supplier* that the *goods* have passed the test or inspection.

41.2 Acceptance of the *goods* by the *Client* at the time of delivery is also subject to inspection by the *Client* for loss and damage to the *goods*. Unless instructed otherwise by the *Client*, the *Supplier* promptly replaces loss of and repairs damage to the *goods* arising from the inspection.

Searching for and notifying Defects **42**

42.1 The *Client* may instruct the *Supplier* to search for a Defect.

42.2 Until the end of the *warranty period,* the *Client* notifies the *Supplier* of each Defect which the *Client* finds. In the notice the *Client* states whether the defective *goods* are to be replaced by *goods* which are free of Defects, or that the Defect may be corrected as stated in this contract.

Correcting Defects **43**

43.1 The *Supplier* corrects Defects whether or not the *Client* notifies the *Supplier* of them.

43.2 After delivery the *Supplier* corrects notified Defects or replaces the defective *goods* before the end of the *defect correction period.* This period begins at the later of delivery or when the Defect is notified. The *Client* gives the *Supplier* access to and use of the defective *goods* as needed for correcting a Defect.

Accepting Defects **44**

44.1 The *Supplier* or the *Client* may propose to the other that the Goods Information should be changed so that a Defect does not have to be corrected.

44.2 If the *Supplier* and the *Client* are prepared to consider the change, the *Supplier* submits a quotation for reduced Prices or an earlier Delivery Date or both to the *Client* for acceptance. If the *Client* accepts the quotation, the *Client* gives an instruction to change the Goods Information, the Prices and the Delivery Date accordingly.

Uncorrected Defects **45**

45.1 If the *Supplier* has not corrected a notified Defect within its *defect correction period,* the *Client* assesses the cost of having the Defect corrected or the defective *goods* replaced by other people and the *Supplier* pays this amount.

5 Payment

Assessing the amount due

50

50.1 The *Supplier* assesses the amount due and applies to the *Client* for payment.

50.2 The *Supplier*'s invoice includes details of how the amount due has been assessed, and is accompanied by all other documentation which this contract requires be provided at the time of delivery of the *goods* or ancillary services.

50.3 The amount due is

- the Price for Goods and Services Delivered since the last assessment of the amount due,
- plus other amounts to be paid to the *Supplier* (including any tax which the law requires the *Client* to pay to the *Supplier*),
- less amounts to be paid by or retained from the *Supplier.*

50.4 The *Client* corrects any wrongly assessed amount due and notifies the *Supplier* of the correction before paying the *Supplier*. Shortages, loss of and damage to the *goods* notified by the *Client* at the first inspection after delivery of the *goods* is taken into account in the *Client*'s correction of the assessed amount due, unless the *Supplier* has already rectified such loss and damage.

Payment

51

51.1 Unless another period is stated in the *method and conditions of payment*, the *Client* pays each amount due within 30 days after receipt of an invoice from the *Supplier* for payment.

51.2 Interest is paid if a payment is late or includes a correction of an earlier payment. Interest is assessed from the date by which the correct payment should have been paid until the date when it is paid. Interest is calculated at the rate stated in the Contract Data or, if none is stated, at 0.5% of the delayed amount per complete week of delay.

51.3 Payments are in the *currency of this contract* unless otherwise stated in this contract.

6 Compensation events

Compensation events

60

60.1 The following are compensation events:

(1) The *Client* gives an instruction changing the Goods Information except

- a change made in order to accept a Defect or
- a change to the Goods Information provided by the *Supplier* for the *Supplier*'s design which is made at the *Supplier*'s request or to comply with other Goods Information provided by the *Client*.

(2) The *Client* gives an instruction changing the Terms of Delivery.

(3) The *Client* gives an instruction to stop or not to start any work.

(4) The *Client* changes a decision which the *Client* has previously communicated to the *Supplier*.

(5) The *Client* instructs the *Supplier* to search for a Defect and none is found.

(6) The *Client* does not allow access to and use of the *final destination* to the *Supplier* as necessary for delivery and for other work included in this contract.

(7) The *Client* gives an instruction changing the *final destination.*

(8) The *Client* does not provide something which the *Client* is to provide by the date for providing it stated in this contract.

(9) The *Client* notifies a correction to an assumption about a compensation event which the *Client* has previously stated.

(10) A loss of or damage to the *goods* and Materials arising from

- fault of the *Client,*
- *Client*'s design,
- Materials provided by the *Client,* or
- an action after delivery of the *goods* which is not an action of the *Supplier*.

(11) The *Client* does not reply to a communication from the *Supplier* within the period required by this contract.

(12) The *Client* withholds an acceptance (other than an acceptance of a quotation for accepting a Defect) for a reason not stated in this contract.

(13) A test or inspection done by the *Client* causes unnecessary delay.

(14) The *Client* does not provide materials, facilities and samples for tests as stated in the Goods Information.

(15) An event which

- delays delivery by more than two weeks,
- the *Supplier* could not have reasonably prevented or controlled,
- an experienced supplier would have judged, at the Contract Date, to have such a small chance of occurring that it would have been unreasonable to have allowed for it, and
- is not one of the other types of compensation event stated in this contract.

In assessing this event the first two weeks are excluded.

(16) A breach of contract by the *Client*, which is not one of the other compensation events in this contract.

(17) Additional compensation events (if any) stated in the Contract Data.

Notifying compensation events

61

61.1 The *Supplier* notifies to the *Client* an event which has happened or which the *Supplier* expects to happen as a compensation event if

- the *Supplier* believes that the event is a compensation event,
- it is less than two weeks since the *Supplier* became aware of the event and
- the *Client* has not notified the event to the *Supplier.*

61.2 The Prices and the Delivery Date are not changed if the *Client* decides that an event notified by the *Supplier*

- arises from a fault of the *Supplier*,
- has not happened and is not expected to happen,
- has no effect upon the amount of the *Supplier*'s costs or upon planned delivery or
- is not one of the compensation events stated in this contract.

If the *Client* decides otherwise, the *Client* instructs the *Supplier* to submit a quotation for the event. The *Client* notifies the decision to the *Supplier,* or instructs the *Supplier* to submit a quotation within one week of the *Supplier's* notification to the *Client* of the event.

61.3 If the *Client* decides that the *Supplier* did not give an early warning of the event which the *Supplier* could have given, the *Client* notifies that decision to the *Supplier* when instructing the *Supplier* to submit a quotation.

61.4 If the *Client* decides that the effects of a compensation event are too uncertain to be forecast reasonably, the *Client* states assumptions about the event when instructing the *Supplier* to submit a quotation. Assessment of the event is based on these assumptions. If any of them is later found to have been wrong, the *Client* notifies a correction.

61.5 A compensation event is not notified after the end of the last *warranty period*.

Quotations for compensation events

62

62.1 A quotation for a compensation event comprises proposed changes to the Prices or rates and any delay to the Delivery Date assessed by the *Supplier*. The *Supplier* submits details of the *Supplier*'s assessment with each quotation. The *Supplier* submits a quotation within one week of being instructed to do so by the *Client* or, if no such instruction is received, within two weeks of the notification of a compensation event.

62.2 The *Client* may instruct the *Supplier* to submit a quotation for a proposed instruction or a proposed changed decision. The *Supplier* does not put a proposed instruction or a proposed changed decision into effect.

62.3 The *Client* replies within one week of the *Supplier*'s submission. For a proposed instruction or proposed changed decision, the *Client*'s reply is

- notification that the instruction or changed decision will not be given,
- notification of the instruction or changed decision as a compensation event and acceptance of the quotation or
- notification of the instruction or changed decision as a compensation event and notification that the *Client* does not agree with the quotation.

For other compensation events, the *Client*'s reply is

- acceptance of the quotation or
- notification that the *Client* does not agree with the quotation.

62.4 If the *Client* does not agree with the quotation, the *Supplier* may submit a revised quotation within one week of the *Client*'s reply. If the *Client* does not agree with the revised quotation or if none is received, the *Client* assesses the compensation event and notifies the assessment to the *Supplier*.

62.5 The *Client* may instruct the *Supplier* to submit alternative quotations based upon different ways of dealing with the compensation event which are practicable. The *Supplier* submits the required quotations to the *Client* and may submit quotations for other methods of dealing with the compensation event which the *Supplier* considers practicable.

Assessing compensation events

63

63.1 For a compensation event which only affects the quantities of items shown in the Price List, the change to the Prices is assessed by multiplying the changed quantities of items by the appropriate rates in the Price List.

63.2 For other compensation events the changes to the Prices are assessed by forecasting the effect of a compensation event upon the amount of the *Supplier*'s costs or, if the compensation event has already occurred, the assessment is based upon the amount of *Supplier*'s costs due to the event which the *Supplier* has incurred.

Effects on the *Supplier*'s costs in Providing the Goods (excluding any tax which the *Supplier* can recover) are assessed separately for the cost of

- people who are employed by the *Supplier*,
- Materials,
- subcontracted work,
- Equipment,
- transport, freight and insurance, and
- importation.

Equipment is assessed as amounts paid for hired Equipment and an amount for the use of Equipment owned by the *Supplier* which is the amount the *Supplier* would have paid if the Equipment had been hired.

The *Supplier* shows how each of these effects is built up in each quotation for a compensation event. The percentages for overheads and profit stated in the Contract Data are applied to the assessed effect of the event on the amount of the *Supplier*'s costs for *Supplier*'s people, Materials, work done by subcontractors and Equipment, but are not applied to the *Supplier*'s costs for transport, freight, insurance and importation.

63.3 The effects of compensation events upon the amount of the *Supplier*'s costs are assessed at open market or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered. The following are deducted from the assessment of compensation events:

- payments for events for which this contract requires the *Supplier* to insure and
- other payments made to the *Supplier* by insurers.

63.4 A delay to the Delivery Date is assessed as the length of time that, due to the compensation event, delivery is forecast to be delayed.

63.5 If the *Client* has decided and notified the *Supplier* that the *Supplier* did not give an early warning of a compensation event which an experienced supplier could have given, the event is assessed as if the *Supplier* had given an early warning.

63.6 Assessment of the effect of a compensation event includes risk allowances for cost and time for matters which are at the *Supplier*'s risk under this contract.

63.7 Assessments are based on the assumptions that the *Supplier* reacts competently and promptly to the compensation event and that additional payment and time due to the event are reasonably incurred.

63.8 A compensation event which is an instruction to change the Goods Information in order to resolve an ambiguity or inconsistency is assessed as if the Prices and the Delivery Date were for the interpretation most favourable to the Party which did not provide the Goods Information.

63.9 Only a decision of the *Adjudicator* can change the assessment of a compensation event after the *Client* has either accepted a quotation for it or notified an assessment for it.

7 Title

Passing of title **70**

70.1 Whatever title the *Supplier* has to the *goods* passes to the *Client* at the same time as the risk of loss and damage to the *goods* is transferred to the *Client*, unless stated otherwise in the Contract Data.

70.2 The risk of loss and damage to the *goods* is transferred from the *Supplier* to the *Client* when the *Supplier* has fulfilled the *Supplier*'s obligations in this contract to deliver the *goods*.

70.3 The *Supplier* ensures that when title to the *goods* passes to the *Client* at the times stated in this contract, the title is full and unencumbered.

Marking *goods* before delivery **71**

71.1 If this contract identifies that title passes before delivery, the *Supplier's* title to the *goods* or Materials passes to the *Client* when the *Client* has marked them as for this contract.

71.2 The *Client* marks *goods* and Materials before delivery if

- this contract identifies them for payment before delivery, and
- the *Supplier* has prepared them for marking as the Goods Information requires.

Confidentiality **72**

72.1 The Parties do not disclose information obtained in connection with this contract except when necessary to carry out their duties under this contract.

8 Liabilities, indemnities andinsurance

Limitation of liability **80**

80.1 The *Supplier* is not liable to the *Client* for loss of revenue or loss of profit except as provided for in this contract if the *Client* terminates for reasons 1, 2, 3, 4, or 5.

80.2 For any one event the liability of the *Supplier* to the *Client* for loss of or damage to the *Client*'s property is limited to the amount stated in Contract Data.

80.3 The *Supplier*'s liability to the *Client* under or in connection with this contract arising after

- the end of the applicable *warranty period* and
- low performance and delay damages due have been paid

is limited, except in respect of the *Supplier*'s causing

- death of or injury to a person
- loss of or damage to third party property, and
- infringement of an intellectual property right,

to the amount stated in the Contract Data. The *Supplier* has no further liability to the *Client* after the period stated in the Contract Data.

80.4 Exclusion or limitation of liability in this contract applies in contract, negligence and otherwise and to the maximum extent permitted in law.

Indemnities **81**

81.1 The *Client* indemnifies the *Supplier* against claims, proceedings, compensation or costs payable which are the unavoidable result of the *goods* or which arise from

- any fault, negligence, breach of statutory duty,
- infringement of an intellectual property right, or
- interference with any legal right

by the *Client* or by any person employed by or contracted to the *Client* except the *Supplier.*

81.2 The *Supplier* indemnifies the *Client* against other

- losses and claims in respect of
    - death of or injury to a person and
    - loss of or damage to property (other than the *goods* and Materials), and
- claims, proceedings, compensation and costs payable

arising from or in connection with the *Supplier*'s Providing the Goods.

81.3 The liability of one Party to indemnify the other is reduced to the extent that events which are the other Party's responsibility contributed to the losses, claims proceedings compensation and costs.

Insurance cover **82**

82.1 The *Supplier* provides insurances in a freely convertible currency against loss of or damage to the *goods* and Materials arising at any stage in the supply of the *goods.* The *Supplier* does not provide the insurance which the *Client* is to provide as required by the Terms of Delivery.

82.2 The insurance names the *Client* as beneficiary and provides cover for the

- full replacement cost, including the amount stated in the Contract Data for the replacement of any Materials provided by the *Client*, and for the
- time period required by the Terms of Delivery.

82.3 In addition the *Supplier* provides insurance against

- loss of or damage to Equipment,
- liability for loss of or damage to property (except the *goods* and Materials), and
- liability for bodily injury to or death of a person (not an employee of the *Supplier*)

arising from or in connection with the *Supplier's* Providing the Goods, and against any additional risks stated in the Contract Data.

Insurance policies **83**

83.1 The *Supplier* submits policies and certificates for insurance which the *Supplier* is to provide to the *Client* for acceptance as the *Client* instructs. A reason for not accepting the policies and certificates is that they do not comply with this contract.

83.2 Insurance policies include a waiver by the insurers of their subrogation rights against directors and other employees of every insured except where there is fraud.

83.3 The Parties comply with the terms and conditions of the insurance policies.

If the *Supplier* does not insure **84**

84.1 The *Client* may insure a risk which this contract requires the *Supplier* to insure if the *Supplier* does not submit a required policy or certificate when instructed by the *Client* to do so. The cost of this insurance to the *Client* is paid by the *Supplier*.

9 Termination and disputes

Termination and reasons for termination **90**

90.1 If a Party wishes to terminate, that Party notifies the other giving details of the reason. The *Client* issues a termination certificate promptly if the reason complies with this contract. After a termination certificate has been issued, the *Supplier* does no further work to complete the supply of the *goods* or ancillary services.

90.2 Either Party may terminate if the other Party has

- become insolvent or its equivalent (Reason 1) or
- assigned this contract (Reason 2).

90.3 The *Client* may terminate if the *Client* has notified the *Supplier* that the *Supplier* has defaulted in one of the following ways and the *Supplier* has not stopped defaulting within two weeks of the notification.

- Substantially failed to comply with this contract (Reason 3).
- Substantially hindered the Client (Reason 4).
- Substantially broken a health or safety regulation (Reason 5).

The *Client* may terminate for any other reason (Reason 6).

90.4 The *Supplier* may terminate if

- the *Client* has not made a payment within ten weeks of receipt of the *Supplier*'s application for it (Reason 7) or
- the *Client* has instructed the *Supplier* to stop or not to start any substantial work or all work for a reason which is not the *Supplier's* fault and an instruction allowing the work to restart or start has not been given within eight weeks (Reason 8).

Procedures on termination

91

91.1 On termination, the *Client* may employ other people to complete the supply of the *goods* and ancillary services. If applicable, the *Supplier* leaves the *final destination* and removes the Equipment.

Payment on termination

92

92.1 The amount due on termination includes

- an amount due assessed as for normal payments,
- the cost of Materials ordered by the *Supplier* specifically for the *goods*, which cannot be resold or used elsewhere and of which the *Supplier* has to accept delivery, and
- any amounts retained by the *Client.*

92.2 If the *Client* terminates for Reason 1, 2, 3, 4 or 5, the amount due on termination also includes a deduction of the forecast additional cost to the *Client* of completing the supply of the *goods* and ancillary services.

Settlement of disputes

93

93.1 A dispute under or in connection with this contract, which the Parties have not resolved, is decided by the *Adjudicator*. Either Party may submit a dispute to the *Adjudicator* for decision if

- the Party notified the other Party of the dispute within four weeks of becoming aware of it and
- between two and four further weeks have passed since the notification.

93.2 In reaching a decision, the *Adjudicator* takes into account information which each Party provides to the *Adjudicator* within two weeks of the submission.

93.3 The *Adjudicator* notifies the Parties of the decision and of the reasons for it within four weeks of the submission.

93.4 Unless and until the *Adjudicator* has given a decision on the dispute, the Parties proceed as if the matter was not disputed. The decision is binding until the dispute is finally determined by the *tribunal* or by agreement.

The *Adjudicator*

94

94.1 The *Adjudicator* acts impartially. The *Adjudicator* decides the dispute as independent adjudicator and not as arbitrator. The *Adjudicator*'s decision is enforceable as a matter of contractual obligation between the Parties and not as an arbitral award. The Parties pay the *Adjudicator*'s charges in equal shares.

94.2 Any communication between a Party and the *Adjudicator* is communicated also to the other Party. If the *Adjudicator*'s decision includes assessment of a cost effect or a delay, the *Adjudicator* makes the assessment in the same way as a compensation event is assessed.

94.3 If the *Adjudicator* resigns or is unable to act, the Parties choose a new adjudicator jointly.

Reference to the

95

tribunal 95.1 A Party may refer a dispute to the *tribunal* if

- the Party is dissatisfied with the *Adjudicator*'s decision or
- the *Adjudicator* did not notify a decision within the time allowed

except that neither Party may refer a dispute to the *tribunal* unless the referring Party has notified the other Party of its intention to do so not more than four weeks after the end of the time allowed for the *Adjudicator*'s decision.

MAIN OPTION CLAUSES

Option G: Term contract

Identified and defined terms 11

11.2 (13) The Prices are the amounts calculated by multiplying the quantity by the rate for each item on the Price List selected for the Batch

(14) The Price for Goods and Services Delivered for each Batch is the total of the amounts obtained by multiplying the quantity by the rate for each item stated in the Batch Order.

In this clause, delivered items means items which

- are without Defects which would prevent the *Client* from using the *goods* for the purpose for which they are intended, and.
- which have been delivered in accordance with the *Supplier*'s obligations for delivery in this contract.

(15) A Batch is a collection of items selected from the Price List.

(16) A Batch Order is an instruction given by the *Client* to the *Supplier* to provide a Batch.

Interpretation and the law	**12**	
	12.3	Unless it is stated to apply to the supply of the whole of the *goods* and ancillary services, each reference in this contract to delivery, the Delivery Date, and the *warranty period* applies to any Batch of the *goods* and *services* included in a Batch Order.
The *Client*'s obligations	**20**	
	20.3	The *Client* provides a Batch Order to the *Supplier* for each Batch the *Client* requires. A Batch Order may be issued by the *Client* at any time before the *end date*.
	20.4	Each Batch Order includes • items selected from the Price List • notification as a compensation event of items not on the Price List and • Contract Data and other information specific to the Batch Order. If the Batch Order contains items not on the Price List, the *Client* instructs the *Supplier* to submit the *Supplier*'s quotation of the final total of the Prices for the Batch.
Compensation events	**60**	
	60.2	The *Client* may give an instruction changing a Batch Order. Each such instruction is a compensation event.
Assessing compensation events	**63**	
	63.13	Assessments for changed Prices for compensation events are in the form of changes to the Price List, or to the Batch Order or to both the Price List and the Batch Order.

SECONDARY OPTION CLAUSES

Option X1: Performance bond

Performance bond	X1.1	The *Supplier* gives the *Client* a performance bond provided by a bank or insurer, which the *Client* has accepted, in the form set out in the Goods Information and for the amount stated in the Contract Data. If the bond was not given by the Contract Date, it is given to the *Client* within four weeks of the Contract Date. A reason for not accepting the bank or insurer is that its commercial position is not strong enough to carry the bond.

Option X5: Price adjustment for inflation

Defined terms X5.1 (a) The Base Date Index (B) is the latest available index before the *base date.*

(b) The Latest Index (L) is the latest available index before the assessment of an amount due.

(c) The Price Adjustment Factor is the total of the products of each of the proportions stated in the Contract Data multiplied by (L-B)/B for the index linked to it.

Price Adjustment Factors X5.2 If an index is changed after it has been used in calculating a Price Adjustment Factor, the calculation is repeated and a correction included in the next assessment of the amount due.

X5.3 The Price Adjustment Factor calculated at the Delivery Date is used for assessing the amount due after this date.

Compensation events X5.4 If the rates and Prices in the Price List are adjusted due to a compensation event, the *Supplier's* payments for compensation events are assessed using the *Supplier's* payments current at the time of assessing the compensation event adjusted to *base date* by dividing by one plus the Price Adjustment Factor for the last assessment of the amount due.

If adjustments are made with each invoice submitted:

Price adjustment X5.5 Each amount due includes an amount for price adjustment which is the sum of

- the Price for Goods and Services Delivered assessed on an invoice multiplied by the Price Adjustment Factor applicable at the time of delivery of the items included in the invoice, and
- correcting amounts, not included elsewhere, which arise from changes to indices used for assessing previous amounts for price adjustment.

If Prices stated in the Price List are adjusted on each anniversary of the Contract Date:

Price adjustment factor X5.6 On each anniversary of the Contract Date, the *Supplier* calculates a price adjustment factor equal to (L-B)/B, where L is the last published value of the index and B is the last value of the index published before the Contract Date.

Price adjustment X5.7 The rates and Prices in the Price List are adjusted at each anniversary by multiplying the rates and Prices applicable at the Contract Date by the price adjustment factor applicable at the anniversary date.

Assessing the amount due X5.8 Each amount due is assessed at the rates and Prices applicable at the last anniversary before the *goods* or service is delivered in accordance with the Terms of Delivery.

Option X11: *Client's Representative*

X11.1 The *Client*'s *Representative* acts on behalf of the *Client* with the authority set out in the Contract Data.

Option X12: Provision of a programme

Defined term

X12.1 The Accepted Programme is the programme identified in the Contract Data or the latest programme accepted by the *Client*. The latest programme accepted by the *Client* supersedes previous Accepted Programmes.

The programme

X12.2 If the Accepted Programme is not identified in the Contract Data, the *Supplier* prepares and submits a first programme to the *Client* for acceptance within the period stated in the Contract Data. The *Client* accepts or gives reasons for not accepting a first programme or a revised programme within two weeks of submission by the *Supplier*.

X12.3 A programme submitted by the *Supplier* includes and shows

- the Delivery Date,
- planned delivery,
- for each operation, a method statement which identifies the Equipment and other resources which the *Supplier* plans to use,
- the order and timing of
    - ❑ the operations which the *Supplier* plans to do in order to Provide the Goods, and
    - ❑ the work of the *Client* and Others either as stated in the Goods Information or as later agreed with them by the *Supplier,*
- the dates when the *Supplier* plans to complete work needed to allow the *Client* and Others to do their work,
- provisions for
    - ❑ float,
    - ❑ time risk allowances,
    - ❑ health and safety requirements,
    - ❑ the procedures set out in this contract,
- the dates when, in order to Provide the Goods in accordance with the *Supplier*'s programme, the *Supplier* will need
    - ❑ acceptances,
    - ❑ Materials and other things to be provided by the *Client,* and
    - ❑ access to the *final destination*.
- other information which the Goods Information requires the *Supplier* to show on the Accepted Programme.

X12.4 A reason for not accepting a programme is that

- the *Supplier's* information which it shows are not practicable,
- it does not include the information which this contract requires

- it does not represent the *Supplier's* plans realistically or
- it does not comply with the Goods Information or with other procedures set out in this contract.

Revising the programme

X12.5 Each revised programme shows

- the actual progress achieved on each operation since the last revision and its effect upon the timing of the remaining work,
- the effects of implemented compensation events and of notified early warning matters,
- how the *Supplier* plans to deal with any delays and to correct notified Defects and
- any other changes which the *Supplier* proposes to make to the Accepted Programme.

X12.6 The *Supplier* submits a revised programme to the *Client* for acceptance

- within the *period for reply* after the *Client* has instructed the *Supplier* to,
- when the *Supplier* chooses to and, in any case,
- at no longer interval than the interval stated in the Contract Data from the Contract Date until delivery of the whole of the *goods* and *services.*

Assessing the amount due

X12.7 If no programme is identified in the Contract Data, one quarter of the Price for Goods and Services Delivered is retained from payments due to the *Supplier* until the *Supplier* has submitted a first programme to the *Client* for acceptance showing the information that this contract requires.

Assessing compensation events :

X12.8 The *Client* assesses a compensation event using the *Client*'s own assessment of the programme for the remaining work if

- there is no Accepted Programme or
- the *Supplier* has not submitted a revised programme for acceptance as required by this contract.

EASTERN CAPE DEPARTMENT OF HEALTH

INFRASTRUCTURE

CONTRACT NO: BID NO: SCMU3-2627–0201- HO

SUPPLY, DELIVERY, OFF-LOADING AND TESTING FOR THE COAL OF THE BOILERS FOR THE POWER SYSTEMS AT BISHO, BUTTERWORTH, , KOMANI AND TOWER HOSPITAL.

SECTION A

GENERAL SPECIFICATION

Coal Supply Specifications for ECDoH Boilers

A1 GENERAL

This Contract section is part of continuous improvement to ensure that the Eastern Cape Department of Health's Coal Fired Steam Boilers and Standby Power Supply Systems function correctly and safely to comply with the statutory requirements/standards.

The supplier shall be responsible for the supply, delivery, off-loading and testing of the coal, fuel, power fuels for boilers and other consumables in the hospital. These specifications shall be read in conjunction with the rest of this contract in its entirety, including tender general conditions of contract.

The attached General Standard Technical Specifications cover the general technical requirements with respect to material, technical specification, testing, commissioning and performance sample tests. If the conditions and/or specifications herein are at variance with anything contained in the detail specification the latter shall take preference, otherwise these General Standard Technical Specifications shall apply as if duly included.

The scope of works for this project is a detailed later in this specification.

This contract is for the period of thirty-six (36) months.

A2 SITE INSPECTION BEFORE TENDERING AND ACCESS TO SITE

Before tendering, its recommended that Suppliers visit the sites and acquaint themselves with all the local conditions, the accessibility of the site, the full extent and nature of the operations, the supply of and conditions affecting labour, unloading, of coal and safe custody of materials necessary for the execution of the contract generally. Claims on the grounds of lack of knowledge in such respects or otherwise will not be entertained at all. The following hospitals form part of the scope.

Lists of hospitals in the region and surrounding that need Boiler Coal:

- Tower Hospital
- Komani Hospital
- Bisho Hospital
- Butterworth Hospital

The Eastern Cape Department of Health (ECDoH) hospitals have boilers that use coal and are situated within spectrum of the Eastern Cape region.

Queries pertaining to the technical portion of this specification tender should be directed to Mr Lamkelo Mdingi of the Clienting Section, Health Department in Bhisho, Directorate: Infrastructure of the Eastern Cape Department of Health on email to Lamkelo.Mdingi@echealth.gov.za.

A3 SUPPLIERS RESPONSIBILITY FOR THE WORKS

The Conditions of Contract (Supply Contract – 2nd edition of CIDB document 1021)and the Particular Conditions state that the Supplier will be responsible for the material, technical specification, testing, commissioning and performance sample tests. These specifications shall be read in conjunction with the rest of this contract in its entirety, including tender general standard technical specifications.

During the period of the Works, the Supplier will become aware of technical matters which require attention. The Supplier shall be responsible for communicating these to the client, who will manage the matters in accordance with the applicable contractual conditions and issue variations where required. A provisional sum for spending on such contingencies work shall be provided for this purpose under the summary of tender section.

The conditions and/or specifications in this document shall be regarded as the absolute minimum requirement. More stringent similar conditions and/or specifications stated in the detail specification shall take preference to those in these Standard Technical Specifications.

The supplier shall consider all aspects of such as general safety requirements.

A4 MATERIAL OF COAL, SPECIFICATION AND SCOPE

A4.1 SCOPE
The coal quality specification details the acceptable and rejection coal quality for all the ECDOH coal-fired BOILERS. This specification is defined by the boilers ability to produce the designed rated output without any coal related load losses. Required coal grade is A for all boilers.

A4.2 PURPOSE
The coal qualities in this specification shall form the baseline for the coal supply contract negotiations and the supply mechanism.

A4.3 APPLICABILITY
This document shall apply throughout ECDoH. The coal specifications given in this document are valid from the date of approval by both Client and Supplier.

A5 COAL QUALITY SPECIFICATIONS

A5.1 Coal Quality Effective Model (CQEM)
The CQEM is developed for the determination of bonuses and penalties that should be applied to the coal contracts as well as the minimum coal specification that the boiler can tolerate.

The CQEM consists of sub-models to assist in determining the effect that coal quality may have on the different plant equipment as installed in the boiler plant. These models are:

- Efficiency model (Mass & Energy)
- Mill heat balance model
- Erosion model (at economiser inlet)
- Gaseous Emission Model
- Flue gas particulate cleaning model, and
- Cost models that incorporates maintenance costs, operational costs and Life Of Plant Plan (LOPP) costs

The information used as input in developing the CQEM is:

- Coal data from either the Hospital Boiler, PED or S&I, or a combination thereof
- Station Thermal Efficiency Program (STEP) reports
- Design data from OEM schedules, modification data or a combination thereof
- Actual Plant data from tests carried out on the plant to validate the DimBo models

The CQEM calculated results should be compared to the maximum capabilities of each plant component as installed or modified in order to determine the plant limitation. From this the minimum coal specification are calculated. The plant referred to include the following:

- Unit output
- fans
- Mills – including drying capacity
- Ash plant – including ash storage site capacity
- Pumps
- Coal plant
- Erosion rates at economiser gas inlet
- Gaseous emissions
- Cost related to coal quality changes based on the data provided by the Hospital Steam Plants

The minimum coal quality specification for each Hospital Steam Plant is determined by the relevant CQEM with the following assumptions:

- ***ACCEPTABLE COAL QUALITY*** - is the coal specification at which the plant is capable of operating at 100% MCR without any load losses or changes to maintenance or operating philosophies and agrees with the Regulation 6.3.2. of the FFFR.

- **REJECTION COAL QUALITY** – is the worst (absolute minimum) coal specification that can be tolerated by the plant while still producing the desired output with no load losses due to coal quality. 95% of all coal supplied to a hospital boiler shall be within the rejection coal quality as specified in this document. However, a change in maintenance and/or operating philosophies may be required for example: more frequent ashing and/or soot blowing, reduction in operating hours between mill services and/or even between unit outages due to higher erosion rates on tubes, velocity distribution screens, ducting, etc.

A5.2 MODIFICATIONS TO MINIMUM COAL QUALITY SPECIFICATION

Any coal from a new or existing supplier (new supply contract) to be supplied to a Hospital Steam Plant with qualities outside the boundaries of the coal quality specification provided in the tables and where the quantities of such a supply exceeds 20% of the monthly consignment, shall be accompanied by “Request for coal quality change”, a proximate, an ultimate and ash elemental analysis report of samples taken according to the SAMREC code with a full motivation as to the reason for change. These reports, together with estimated quantities, duration of supply and expected range of qualities shall be submitted to Technology for review and assessment to determine the influence it shall have on the plant and will thereafter be accepted or rejected.
During this review of the new coal quality submission, the following shall be taken into account:

- Steam requirements
- Remnant Life of Hospital Steam Plant
- Environmental requirements
- Equipment capacities
- Costs

Should the coal from a new or existing supplier contribute less than 15% of the monthly consignment of a Hospital Steam Plant, PED will negotiate with the Hospital Steam Plant provided a full spectrum of qualities and quantities accompanies the request to accept the coal at a certain Hospital Steam Plant. The Hospital Steam Plant may choose to request for assistance from Technology Group to determine the impact of such coal on their plant.

A5.3 COAL ANALYSIS REQUIREMENTS FOR PLANT PERFORMANCE REVIEWS

Proximate Analysis:

The proximate analysis (according to the latest standard of analysis) has to accompany the new coal qualities submission or plant modification and must include of the following data:

- Ash content [% - moisture free basis]
- Volatile matter content [% - moisture free basis]
- Fixed Carbon content [% - moisture free basis]
- Inherent moisture content [%]
- Additional analysis for Hospital Steam Plant monitoring and contracting purposes
- CV content [MJ/kg – moisture free basis]
- Total moisture content [%]
- Abrasiveness Index as per Hospital/Mining House method or latest standard of analyses [mgFe/kg of coal]
- Hardgrove Index
- Sulphur content [% - moisture free basis]

Ultimate Analysis

An ultimate analysis shall be carried-out on the new coal which will be used to determine the air and flue gas mass and volume flow rates required by the combustion process. The ultimate analysis must include at least the following results (on air dried basis):

- Carbon content [%]
- Hydrogen content [%]
- Nitrogen content [%]
- Oxygen content [%]
- Sulphur content [%]

Ash Elemental Analysis

A full ash elemental analysis shall accompany the submission for a change in coal quality request to determine the slagging potential within the combustion chamber.
The following formulae or the latest standard will be used as a guideline to determine the slagging potential of the coal sample

Index	Units	Formula	Slagging Risk (Low and High)	
Silica ratio		SR = [Si2O x 100] / [Si2O + Fe2O3 + CaO +MgO]	> 90	< 75
Calculated Viscosity	Poise	CV1426°C = 10z Where Z = 0,05784 x SR	> 2000	< 350
Base/Acid ratio		BA = [Fe2O3 + Na2O + K2O + CaO + MgO] / [Si2O + Al2O3 + TiO2]	< 0,09	> 0,3

Iron Index	%	Fi = Fe2O3 x BA	< 0,6	> 2,0
Iron + Calcium	%	Fe + Ca = Fe2O3 + CaO	< 7,0	> 12,0

Additional Analysis
If required or where uncertainties do exist, coals will be subjected to coal combustion performance evaluations at the DTF and PSCTF for comparison against previous test results and plant performances. A 5 ton representative sample of the final product from the mine/hospital will be required by RT&D to perform these tests.

A5.4 MINIMUM COAL QUALITIES
Subsequently, with the use of the verified and updated CQEM models, the minimum coal qualities required for each of Hospital's coal-fired Hospital Steam Plants were determined regarding the ability of the plant to produce MCR and are given below. The tables contain three sets of data, namely

- *Design Coal Quality*

  This is the original coal quality which forms the basis of the boiler plant design and was used by the OEM's of the boilers to guarantee boiler plant performance

- *Acceptable Coal Quality (to meet FFFR)*

  This is the quality at which the limiting plant on a Hospital Steam Plant will operate at 90% of its maximum capacity and is seen as the acceptable coal quality (depending on the moisture content). Burning these coals, the Hospital Steam Plant shall have no load losses due to coal quality (ascendance of air quality limits excluded)

- *Rejection Coal Quality (as determined by CQEM)*

  This is the absolute minimum (not average quality) coal quality that a Hospital Steam Plant can receive and still produce full load (ascendance of air quality limits excluded). 95% of all future coal supply to a Hospital Steam Plant should have a coal quality better than the specified qualities in these columns.

Each Hospital Steam Plant table depicts the influence of moisture; i.e. the moisture content is directly proportional to the CV content. The mill heat balance results determine the sustainability of the milling plant performance as well as achieving the relevant output for the boiler plant to operate at 100% steam supply. The moisture content also influences the performance of the coal transport and storage systems upstream of the mills. Therefore, the evaluation of different coal flow ability characteristics needs to be conducted for these systems to determine the maximum moisture content that can be tolerated.

Thus, during the selection process of a suitable coal quality for a specific boiler plant (utilising the recommended standards), the limitations of the coal transportation and storage systems must be considered. Once the maximum moisture content has been determined for both the materials handling plant and the boiler plant then the associated Rejection coal quality column will become the minimum coal specification for that Hospital Steam Plant.
After the establishment of the minimum coal quality requirements based on the maximum moisture content for a Hospital Steam Plant, the results will be subjected to the Coal Impact Total Cost of Ownership model which will establish the economic impact of the specified coal quality on the Hospital Steam Plant's performance parameters.

A6 COAL QUALITY MANAGEMENT PROCEDURE

A6.1 CONTRACTUAL APPLICATION OF ANALYTICAL RESULTS

The Nominated Laboratory's analytical results shall be used for payment purposes, subject to the dispute resolution procedure outlined in this document.

The bulk sample will be collected at and by the colliery under Hospital's oversight, transported to the Hospital Nominated Laboratory where the sample will be prepared and analysed according to the procedures set out hereunder:

A6.2 SAMPLING

Sampling shall be in accordance with ISO 18283 and ISO 13909. Clause 5.1 is applicable where the contractual sampling, as specified in the coal supply agreement, is based on auto-mechanical sampling while Clause 5.2 hereunder is applicable where the coal supply agreement prescribes manual scoop or stopped belt sampling. The Bulk Sample shall be representative of each created stockpile and shall meet the minimum requirements as set out in Table 1 of this document, for contractual analysis to be performed and produce results that will be used for stockpile and / or pre-certification and payment purposes. The Mine shall be responsible to perform control sampling and analyses of product constituents.

A6.3 SAMPLE PREPARATION

The bulk sample shall be prepared for the contractual analysis at the Nominated Laboratory as described hereunder. The supplier may at its own cost analyse the duplicate sample for analysis at a mutually agreed laboratory.

Sample Preparation Regime

The sample preparation regime shall be in accordance with the guidelines set out in the relevant ISO 18283 or ISO 13909 - 4. The supplier may, once in a given week, visit the Nominated laboratory on 24 hour notice, to ensure that correct procedure is being followed. The sample preparation shall be performed in line with the minimum requirements as indicated in table 2 below, for the top size specified in the coal supply agreement.

A6.4 TRANSPORT OF BULK SAMPLE TO THE NOMINATED LABORATORY

The Supplier of this contract, meaning the tenderer is responsible for the transport of the contractual samples from the hospital to the Nominated Laboratory. The nominated laboratory shall make available the duplicate pf sample within 24 hours of the receipt samples from ECDoH. ECDoH's representative (transporter and observer) shall sign for the receipt of the contractual sample and the Supplier's on-site representatives shall sign that the duplicate pf reference sample was returned to site as stipulated above. The results of the test will be compared with the claimed quality of coal as submitted by the supplier, the results must be sent to the Client directly from the Laboratory.

A7 ANALYTICAL

A7.1 Standard Methods

The contractual analysis of the prepared sample will be performed at the Nominated Laboratory or any other approved Laboratory performing part of the contractual analysis in accordance with the latest ISO standards outlined in Table 3 hereunder.

Table 3: Standard Methods for Analysis

Heat Value (Gross Calorific Value)	SABS-ISO 1928 DDS Standard Operating Procedure
Ash	ISO 1171, SANS 131
Volatile Matter	ISO 562, SANS 50, SANS ISO 562
Ash Fusion Temperature (Initial Deform	ISO 540 (Reducing Atmosphere)
Total Moisture	ISO 589, SANS 589, SABS 0135 part 2 (one or two s
Moisture in the Analysis Sample	ISO 331, SABS-ISO11722
Hardgrove Grindability Index	ISO 5074

Abrasiveness Index	Mining Industry Methodology and Addendum 4.3
Bulk Density	ISO 567
Size Determination (dry method)	ISO 1953
Total Sulphur	ASTM D4239
Expected grade	Grade A
Sample kg of coal	50kg

A7.2 Turnaround Time

In the event that the ECDoH contracted laboratory is unable to provide contractual results within 30 hours, the weighted average qualities of the last three pre-certified stockpiles or the last three days delivery will be used for contractual payment of the specific stockpile for which the results are not available, provided that the supplier furnish ECDoH with the qualities of the control samples so that ECDoH can approve the continued delivery. This arrangement shall not exceed five times in a single calendar month.

The supplier will be required to remove the rejected coal at their costs and supply the correct coal as per specification. The services in the health institution should not be interrupted. Any costs incurred by the department due to such act will be charged to the supplier.

A8 ANALYTICAL DIFFERENCES AND RESOLUTION

A8.1 Conditions for Declaring Disputes

Either party may declare a dispute under the following conditions:

1) The duplicate pulverised samples exceed the limits of reproducibility as set out in Table 4 of this document, on provision of these results to the other party.
2) If reasonable grounds exist to suspect that the procedures and requirements as set out in this document were not adhered to, as per findings arising from a recent (conducted within a month) audit.
3) In the case of size grading where no reproducibility limits apply either party may declare a dispute. In such case the bulk reference sample shall be the referee sample and not the Supplier's sample for process and quality control as described in document.

A dispute shall be declared in writing within five working days of the contractual analytical results becoming available to both parties. Once an analytical dispute has been declared, the party raising the dispute can call for the bulk reference sample as specified in Clause 7.2 of this document to be submitted to a mutually agreed independent approved laboratory. Should a dispute be declared on any of the quality parameters in the case of the general analysis, then all such parameters (Ash, volatiles, moisture in the analyses sample, and Calorific value) shall be re-analysed and reported for contractual purposes. If there is a dispute on Total Sulphur, the parameters to be analysed on the bulk reference sample shall be total sulphur and moisture in the analyses, ash, volatiles and calorific value. If there is a dispute on abrasiveness index then only abrasiveness index shall be done on the bulk reference sample. If there is a dispute on ash fusion temperatures then only ash fusion temperatures shall be done on the bulk reference sample.

Where the independent laboratory's result is within the reproducibility limit of the disputed result, then the cost of the said analyses together with the costs of transporting and preparing and analysing the sample shall be borne by the Party declaring the analytical dispute. Where the independent laboratory's result is outside the reproducibility limits, then the cost of the said analyses together with the costs of transporting and preparing the sample shall be for the account of the Party whose analyses differs the most from those of the independent laboratory.
Only one dispute shall be declared per pre-certified stockpile. The results from the independent laboratory will be final and binding.

A8.2 Limits for Analytical Differences

The limits for Repeatability (intra-laboratory) and Reproducibility (inter-laboratory) as specified in the respective methods listed in Clause 8.1 of this document are summarized in Table 4.

Table 4: Limits for Analytical Differences

CONTRACTUAL	LIMITS	
Quality	**Repeatability**	**Reproducibility**
Total moisture	0.5%	1.5%
Abrasiveness Index	7.5% of mean	15% of mean
Ash	> 10% : 2% of mean	3% of the mean
Volatile Matter	> 10% : 3% of mean	0.5%(absolute)
Moisture in analysis sample	< 5% : 0,1% abs > 5% : 0,2% abs	N/A
Calorific Value	0,12 MJ/kg(absolute)	0,3 MJ/kg(absolute)
AFT Initial Deformation in Reducing Atmosphere	30^{o} C (absolute)	80^{o}C (absolute)
Total Sulphur	0.05% (absolute)	0.1% (absolute)

A9 **COAL QUALITY REPORTING**

The Nominated Laboratory shall, within 24 hours, simultaneously forward all daily coal quality results directly to Bhisho-ECDoH for Clients attention, Quality Assurance Auditor, the coal fire boiler representative and the Supplier. The results must be declared to all parties simultaneously in writing (e-mail).

A10 **TECHNICAL AUDITS**

A10.1 Laboratory Audits

Joint audits of the Nominated Laboratory or other approved contractual laboratory or any other laboratory that is used for contractual analysis in terms of this agreement shall be carried out on at least a quarterly basis. Laboratory systems shall comply with ISO 17025.

A10.2 Sampling Audits

The sampling procedure and / or pre-certification process shall be jointly audited at least on a monthly basis on 24 hour notice by Hospital PED. A copy of the report shall be forwarded to the supplier.

A11 **AMENDMENTS**

Any amendments to this document shall be proposed in writing and mutually agreed by all parties and there after ratified in a meeting before implementation.

A12 **COMPROMISE**

Both parties understand and agree that the ISO standards prescribe that splitting of a bulk sample shall be preceded by crushing.
However, in this procedure it is a compromised allowance that the bulk sample is split prior to crushing as it is not practical and is a bigger risk to take a separate sample for general analysis, size grading and total moisture.

It must be noted that the sample preparation flow sheet is an interpretation of the ISO standards and therefore the ISO standards supersedes the CQMP.

A13 PROGRAMME AND PLANNING

A13.1 Programme

The supplier shall submit his coal delivery program for approval to the representative and shall make all reasonable adjustments to the program as required within thirty (15) days from the commencement date. The supplier shall implement the program and shall re-program the works if required to do so by the ECDoH representative. Copies of the program and its supporting documents together with all updates shall be provided by the supplier for the use of the representative and must be issued to the representative in an electronic format similar to MS project. The supplier takes full responsibility for the workability of the program and confirms that no policy decisions relating to the compilation of the planning, programming and management of the work has been enforced on the supplier directly or by implication, through the submission to, processing, analysis and approval of the program by the representative.

A13.2 Planning

The supplier should note that the plant will not be shut down during the steam generation period and the supplier will execute the works while the Boiler Plant remains live during the complete duration of the fuel supply, hence the off-loading is to be carried out in a systematically manner.

The supplier is responsible for co-ordinating the Works and shall programme all aspects to ensure that the coal supply requirements are achieved.

A14 QUALITY MANAGEMENT

A14.1 Quality System

A14.2

The supplier shall, for the purpose and duration of the contract, operate and maintain a quality management system complying with the requirement of the ISO 9000 series (as applicable.
The quality system shall take form of a co-ordinated and formally documented statement and shall include quality management objectives, policies, organisation, procedures, and work instructions that demonstrate the supplier's implementation of the requirements of ISO 9001 code of quality management system.

A14.3 Quality plan

The supplier's project quality plan for the contract shall indicate how the supplier's quality system shall apply to the specific requirements of the contract. It shall clearly indicate, by the way of written description, schedules, flow diagrams and procedures to ensure compliance with ISO 9001, as appropriate to the classification of the product or service.

The project quality plan shall identify all documentation concerning implementation of the procedures and will form part of the demonstration of the conformance to requirements for the plant material and equipment to be supplied under this contract.

A14.4 Component Quality Plans

Component quality plan shall be prepared by the supplier or his Sub-supplier/Supplier for each component or group of components or item of equipment, or service in accordance with an approved schedule of all plant and equipment and services to be provided under the contract according to the designated category.

Component quality plans shall be submitted to the Client for approval and inspection of his surveillance requirements before construction, manufacturing or installation may take place.

A15 STANDARDS

All coal materials supplied under this contract shall be new and the best of their respective kinds and shall comply with the requirements laid down in the latest editions of the relevant ISO, SANS and/or BS and their amendments (see clause A7) and with the requirements of this specification. The following standards specification, publications and codes of practice shall be read in conjunction with the tender and contract/agreement and shall be deemed to form part thereof.

a) All government regulations, laws, by-laws and special requirements of the local authority shall be adhered to unless otherwise specified.
b) All regulations and statutory requirements as laid down in the latest edition of the Occupational Health and Safety Act, 1993 (Act no.85 of 1993) shall be adhered to.

Parties using this document shall use the most recent edition(s) of the document(s) listed in this section.

1) 36-680 - Fossil Fuel Firing Regulations
2) Government Gazette No 35894 – National Environmental Management: Air Quality Act. 2004 (Act no 39 of 2004)
3) C-Schedule data from Coal fire boiler design and guarantee contracts
4) Performance data as per STEP available for each relevant hospital
5) Financial data of each Coal fire boiler as per the SAP system
6) 240-54041252 – Standard for Boiler, Coal and Ash Plant Sizing on Existing Hospital
7) BS 1016: Part 16: 1981 – Methods for reporting analysis and testing of coal and coke
8) RP/FUEL/QS/10/08 – Ash/Calorific value variations
9) Clienting Change Management Procedure – 240-53114002
10) RP/FUEL/QS/12/131 – Devolatilisation Index
11) 474-9273 – Bulk Materials Handling Plant Design Capacity Requirements

A16 GENERAL EQUIPMENT DESIGN CRITERIA

The following requirements shall be met:

a) The material shall be designed to facilitate efficient operation, inspection, transportation, cleaning and repairs.
b) The material shall be designed to ensure safe and satisfactory operation for a life expectancy under the conditions of the machine.
c) The material shall be designed to prevent undue stresses being produced by expansion and contraction due to temperature change and other local natural and manmade conditions.
d) The material shall be designed to keep maintenance costs to a minimum.
e) The material shall be designed to comply with all the legal requirements in respect of safety and the prevention of environmental pollution.
f) The material shall be designed to satisfy any specific requirements contained in the relevant statutory codes and standards.
g) The material shall be designed for operation of 365 day per annum, 24hrs per day.
h) The material shall be designed such that all coal from which the material is manufactured from shall be compatible with the intended duty and service conditions. All equipment shall be suitable treated and protected from corrosion.
i) After approval by the Client, at the time of the award of the contract, the information stated in the data sheets shall be fully complaint, unless otherwise agreed upon by both parties in writing.

A17 INSPECTION, STARTING, TESTING & COMMISIONING

The fact that the plant and coal material has satisfactorily passed any test made at the Supplier's works shall in no way lessen the responsibility of the Supplier to obtain the same results after it has been delivered and used on site. The achievement of adequate standards during tests at the place of manufacture, if performed, is only a first material. The final criterion will be the performance onsite, and any of the coal material which prove to be defective due to bad workmanship or coal material shall be replaced forthwith by the supplier at his own cost on the instruction of the Client.

The entire supply and delivery shall be inspected, started, tested and commissioned in the presence of the Client as described by general technical specification for works. Testing sheets be provided for completion by the supplier during quality performance test.

The supplier shall provide all tools, instruments, documents, electricity, equipment, fuel, consumables, labour, materials, etc required for off-loading coal material. Once the supplier has completed the total supply and delivery, written notice shall be given to the Client in order that a mutually acceptable date may be arranged for a joint inspection, to happen upon request. Inspection of the works shall only commence once the following items were issued and agreed upon:

- The supplier’s quality control process which shall consist of quality inspection sheet developed from specification, and standards.
- Valid proof that he did his own quality control and inspection.

During the course of the inspection the client, will compile a list of items (if any) requiring further attention. These items shall be identified by checking each clause in the contract (all specifications and standards) in relation to the offered coal material. A copy of this list of outstanding items will be provided to the following:

(a) Supplier - for action
(b) Client – for information

Subsequent and/or final inspection), the supplier shall then similarly provide written notice that he is ready for an inspection of the initial work done on the offending items. If the installation is accepted as completed at this stage by the client, they may certify the works as completed. If at this stage there are still outstanding items requiring attention irrespective of whether these items were identified during prior inspections or not, the procedure will continue until the entire supply and delivery has, been correctly completed to the satisfaction of the Client. In addition to the above, the supplier shall have the complete material tested, commissioned and the correct operation of all plant demonstrated to the client.

A18 STAFF TRAINING

The supplier shall provide on-site training and training material to the Clients, Operators and Maintenance personnel prior to taking-over of the stock-pile. The training shall preferable be offered during the start of the contract for a maximum of ten (10) personnel. The supplier shall, prior to commencing the project, satisfy the Eastern Cape Department of Health or authorized representative that maintenance and operational personnel are competent and adequately trained to inspect the coal material and are able to use the material supplied.

The training shall cover the following, however not limited to:

- Theoretical training on coal mining, its operation etc.
- Safety training, covering all aspects of plant which need to be treated with particular care.
- Practical training, by regularly involving the employer’s personnel during the supply, delivery, inspection and quality performance test. It shall include step-by-step instructions of operation and maintenance of specific coal quality.

Steps for Conducting On-site Training shall include:

- Preparation
- Introduction
- Explanation
- Demonstration
- Practice Under Supervision
- Conclusion

The operating and maintenance manual must be available during the training of site staff. Site staff must also be made conversant with the contents of that manual.

A19 COAL HANDLING MANUALS

The supplier shall submit two (2) draft copies of the coal handling manuals to the Client prior to start of the project. The coal handling manuals shall be detailed enough to stockpile and usage of coal during the boiler operation. One copy will be returned to the Supplier with comments. The second copy will be retained on site while waiting for the final documentation.

Six copies of the final version of the Manual, as accepted by the Client, shall be provided. Content and format shall conform to ISO 9000 quality standards. Final copies of Operation & Maintenance manual are to be provided in both hard and soft copy either by e-mail or a CD.

The operating and maintenance instructions specified above shall preferably be obtained from the material manufacturer and where no such manuals exist, they shall be compiled by the supplier to the best of his ability for approval by the client.

The contract will be considered incomplete until all tests have been conducted to the satisfaction of the client's authorized representative or the client and all sample test and manuals have been handed over to the client.

First acceptance will not be taken until the coal handling manuals together with sampling data and certificates is made available and the quality controls are in place or guarantee period will commence from the date that the maintenance manuals and performing data are received.

Refer to the General standard specification for coal quality test

The following shall, in particular, be provided in the Manual:

(a) Data sheets
(b) handling manuals of all material supplied on site.
(c) Technical reports and specifications.
(d) Testing procedure and results.
(e) Information on guarantee period and responsible person to be contacted during the Defects Liability.