

**SECTION A
INVITATION TO BID**

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (KZN DEPARTMENT OF TRANSPORT)			
BID NUMBER:	ZNB00370/00000/00/HOD/GEN/21/T	CLOSING DATE:	30 April 2021
CLOSING TIME:	11h00		
DESCRIPTION	SUPPLY AND DELIVERY OF VARIOUS MINOR PLANTS		
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
THE FOYER			
DEPARTMENT OF TRANSPORT			
172 BURGER STREET			
PIETERMARITZBURG			
3201			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Sandile Nkala	CONTACT PERSON	Sizwe Ndlovu
TELEPHONE NUMBER	033 355 8975	TELEPHONE NUMBER	033 355 0603
FACSIMILE NUMBER	033 355 8091	FACSIMILE NUMBER	
E-MAIL ADDRESS	Sandile.Nkala@kzntransport.gov.za	E-MAIL ADDRESS	Sizwe.Ndlovu@Kzntransport.gov.za
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B TERMS AND CONDITIONS FOR BIDDING

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

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:



transport

Department:
Transport
Province of KwaZulu-Natal

Tender Notice and Invitation to Tender - ZNB00370/00000/00/HOD/GEN/21/T

Kwa-Zulu-Natal Department of Transport – Supply and Delivery of various minor Plant items

It is estimated that interested service providers, for the **Supply and Delivery of various minor Plant items** and who satisfy criteria stated in the Tender Data, may submit Tender offers. The Department reserves the right to award to multiple Suppliers.

Prequalifying Requirements

1. Bidders must be registered on the Central Suppliers Database.
2. A tender that fails to meet any pre-qualifying requirements stipulated on criteria one will be deemed non-responsive.

The physical address for collection of Tender documents is **Kwa-Zulu-Natal Department of Transport, 172 Burger Street, Pietermaritzburg, 3201.**

Documents may be collected during working hours from **06 April 2021 till 29 April 2021** from Monday to Friday between 08h00 till 15h30

Queries relating to the issue of these documents may be addressed to **Sizwe Ndlovu**, Tel. No. 033 355 0603: e mail Sizwe.Ndlovu@kzntransport.gov.za

The closing time for receipt of Tenders is **11h00 on 30 April 2021 at KZN Department of Transport, 172 Burger Street, Pietermaritzburg.**

Telegraphic, telephonic, telex, facsimile, e-mail, and late tender proposals will not be accepted.

Tenders Proposals may only be submitted on the documentation that is issued.

KWAZULU-NATAL BID FORMS

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SECTION C

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

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

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

SECTION D

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

SECTION E
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
(To be completed by bidder)

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

CSD Registration Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

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

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of bidder.....	Bid number ZNB 0046/19T
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

Quantities	Description	Unit Price	Total
7	Portable electric generator (diesel)		
15	Chainsaw Long cutter		
125	Brush cutters: Heavy duty :50cc		
2	Earth Auger		
2	Diamond Blade Asphalt saw		
1	Welding generator: 250A		
2	Supply and installation of an electrically heated high-pressure cleaner		
9	High-pressure cold-water cleaner		
12	Petrol Driven paving breaker		
17	Rammer type soil compactors		
1	220 litre concrete mixer		
Delivery Delivery to the Cost Centre Pietermaritzburg (Mountain Rise), I Woodlands Road (13 machines), The Department of Transport, Ladysmith, 12 Hyde Road, Mechanical Division (12 machines), The Department of Transport, Mechanical Division, Empangeni, Bronze Street (100 machines).			
		Sub Total	
		VAT 15%	
		GRAND TOTAL	
Amount in words			

Every question must be answered individually on this form, whether a relationship is present or not: Failure to do so will invalidate your tender/bid

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1. The names of all directors / trustees / shareholders² / members/individuals, their individual identity numbers, tax reference numbers to inserted in the table below. If applicable, employee / PERSAL numbers must be indicated in the last column.

Full Name	Position held (shareholder, director, trustee, member, individual etc.)	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

If space provided is insufficient, details as specified above can be attached, however, this must be clearly indicated in this table

¹"State" means –

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

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

2.9	If you or any person connected with the bidder are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? Kindly mark the applicable answer with a tick √.	<table border="1"> <tr><td>YE</td><td></td></tr> <tr><td>S</td><td></td></tr> <tr><td>NO</td><td></td></tr> </table>	YE		S		NO		
YE									
S									
NO									
2.9.1	If yes, did you attach proof of such authority to the bid document? (Note: failure to submit proof of such authority, where applicable, may arise in the disqualification of the bid. Kindly mark the applicable answer with a tick √.	<table border="1"> <tr><td>YE</td><td></td></tr> <tr><td>S</td><td></td></tr> <tr><td>NO</td><td></td></tr> </table>	YE		S		NO		
YE									
S									
NO									
2.9.2	If no, furnish reasons for non-submission of such proof: 								
2.10	Did you or your spouse, or any of the company's directors/ trustees/ members of their spouses conduct business with the state in the previous twelve months? Kindly mark the applicable answer with a tick √.	<table border="1"> <tr><td>YE</td><td></td></tr> <tr><td>S</td><td></td></tr> <tr><td>NO</td><td></td></tr> </table>	YE		S		NO		
YE									
S									
NO									
2.10.1	If yes, furnish particulars: 								
2.11	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation or adjudication of the bid? Kindly mark the applicable answer with a tick √.	<table border="1"> <tr><td>YE</td><td></td></tr> <tr><td>S</td><td></td></tr> <tr><td>NO</td><td></td></tr> </table>	YE		S		NO		
YE									
S									
NO									
2.11.1	If yes, furnish particulars: 								
2.12	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? Kindly mark the applicable answer with a tick √.	<table border="1"> <tr><td>YE</td><td></td></tr> <tr><td>S</td><td></td></tr> <tr><td>NO</td><td></td></tr> </table>	YE		S		NO		
YE									
S									
NO									
2.12.1	If yes furnish particulars. 								

2.13	Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? Kindly mark the applicable answer with a tick √.	Y S	
2.13.1	If yes, furnish particulars.	N O	
2.13.2	Have you or any of the directors / trustees / shareholders / members of the company or the company in general provided any gifts, rewards, awards, sponsorships, donations or hospitality to the department or any of its employees or their family in the last 12 months? Kindly mark the applicable answer with a tick √.	Y S	
2.13.3	If yes, furnish particulars, including estimated value.	N O	
3.	<p>DECLARATION</p> <p>I, THE UNDERSIGNED (NAME) _____</p> <p>CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT, AND I HAVE TAKEN REASONABLE DILIGENT STEPS (AS REQUIRED BY S76 OF THE COMPANIES ACT, 2011, WHERE APPLICABLE), TO ENSURE THAT THE INFORMATION PROVIDED IS CORRECT.</p> <p>I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.</p> <p>NAME OF BIDDER: _____</p> <p>POSITION: _____</p> <p>SIGNATURE: _____</p> <p>DATE: _____</p>		

SECTION H

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

Site/building/institution involved: department of transport

Bid no: ZNB 0046/ 19 T

Service: SUPPLY AND DELIVERY OF VARIOUS MINOR PLANT ITEMS

This is to certify that (name)

On behalf of

Visited and inspected the site on(date)

And is therefore familiar with the circumstances and the scope of the service to be rendered.

.....
Signature of bidder or authorized representative
(print name)

Date:

.....
Name of departmental representative
(print name)

Departmental stamp

SECTION I

AUTHORITY TO SIGN A BID

BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER

A. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

.....Mr/Ms....., whose

signature appears below, has been authorised to sign all documents in connection with this bid

on behalf of (Name of Close Corporation)

.....

SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES:

1.

2.

B. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20....., Mr/Mrs.....

..... (whose signature appears

below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES:

1.

2.

C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the

sole owner of the business trading as

.....

.....

SIGNATURE

.....

DATE

D. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner Residential address Signature

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

We, the undersigned partners in the business trading as.....
hereby authoriseto sign this bid as well as any
contract resulting from the bid and any other documents and correspondence in connection
with this bid and /or contract on behalf of

.....
SIGNATURE **SIGNATURE** **SIGNATURE**

.....
DATE **DATE** **DATE**

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:.....

NAME IN BLOCK LETTERS:.....

WITNESSES:

1.

2.

F JOINT VENTURE

If a Bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the

enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....,

Mr/Mrs....., Mr/Mrs.....

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE: **DATE:**

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....,

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE: **DATE:**

SECTION J

CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal General Conditions of Contract, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :
.....
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
 - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
 - (b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20 AT

.....
SIGNATURE OF BIDDER OR DULY
AUTHORISED REPRESENTATIVE

.....
NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME)

CAPACITY OF SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....
POSTAL ADDRESS

.....
TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and if applicable any other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

1.1 once off purchase

2. EVALUATION CRITERIA

There are two main stages in the selection process, namely, ensuring that bids comply with administrative requirements, and lastly, the price and preference points.

2.1. Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Annexure A, Sections A to Q. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

The following documentation must be submitted:

Criteria	Yes	No	Remarks
Section A - Invitation to Bid.			
Section B – Terms and Conditions for bidding			
Section C – Special instructions regarding completion of bid			
Section D – Registration on central suppliers’ database			
Section E - Declaration that Information on Central Suppliers Database is correct and up to date.			
Section F – Pricing schedule – firm prices			
Section G - Declaration of interest			
Section H – Official Briefing session form			
Section I – Authority to sign a bid			
Section J - Conditions of contract			
Section K – Special conditions of contract			
Section L – Schedule of variation form goods or services information			
Section M – Schedule of alternative bids			
Section N – National industrial participation programme			
Section O – Points claim form (6.1) and Local production and content SDB 6.2			
Section P - Declaration of Bidders Past Supply Chain Management Practices			
Section Q – Certificate of independent bid determination			
ANNEXURE C – General conditions of contract			
ANNEXURE D - Specification			

2.2. Preferential Point Evaluation

Bidders are advised that 80/20 preference points system shall be applied in the evaluation of bids.

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

2.2.1. Points awarded for B-BBEE Status Level of Contribution

2.2.1.1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 2.2.1.2. Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level points.
- 2.2.1.3. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 2.2.1.4. Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by an accredited verification agency or a sworn affidavit will be considered for preference points.
- 2.2.1.5. A bidder who qualifies as a EME or QSE in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 2.2.1.6. Bidders other than EMEs or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a verification agency accredited by SANAS to qualify for preference points. A list of approved agencies can be found on the SANAS website at www.sanas.co.za/directory/bbbee/default.php. The certificate must be valid at the time of bid closing.
- 2.2.1.7. Failure on the part of the bidder to comply with paragraphs 2.2.1.2 and 2.2.1.4 will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

3. ENQUIRIES

All enquiries regarding technical matters, should be directed to: **Sizwe Ndlovu 033 355 0603**

PLEASE NOTE:

Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Government Tender Bulletin which is published every week on Friday and may be down loaded from the website www.tenderbulletin.gov.za.

The address provided for the lodging of appeals is:

**The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200**

FAX NO.: (033) 897 4501

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
 - or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in subparagraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.2 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

<p>Bid number Closing date:</p> <p>Name of bidder.....</p> <p>Postal address</p> <p style="text-align: center;">.....</p> <p>Signature..... Name (in print).....</p> <p>Date.....</p>

SECTION O

SBD 6.1

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for

preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice

on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) certificate issued by an authorized body or person; B-BBEE Status level
 - 2) prescribed by the B-BBEE Codes of Good Practice; A sworn affidavit as
 - 3) prescribed in terms of the B-BBEE Act; Any other requirement
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:
80/20

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

a) General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- | | |
|---|--|
| x | is the imported content in Rand |
| y | is the bid price in Rand excluding value added tax (VAT) |

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

b) The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Fasteners	100%
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON
 NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT
 RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ 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.

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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE B: GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for

functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated

in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

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

GCC Clause 21.2;

- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

ANNEXURE D

SPECIFICATIONS

The Department requires the supply of the following minor plant items:

- 7 Portable Electric Generators.
- 15 Chain Saws.
- 125 Brush Cutters
- 2 Earth Augers
- 2 Diamond Blade Asphalt Saws.
- 1 Welding Machine
- 2 Installation of Electrically Heated High-Pressure Cleaner.
- 9 Cold-Water High-Pressure Cleaners.
- 12 Hammer Breakers.
- 17 Rammer Type Soil Compactors.
- 1 Concrete Mixer.

1. All the above-mentioned items must comply with the individual minimum technical specifications as listed below (on technical specification section).
2. Bidders must be able to complete delivery and issue invoice within 2 months of receipt of an official order, and it should be noted that the Department reserves the right to cancel any official order that doesn't comply with this delivery requirement.
3. All items offered on this bid must carry full manufacturers' warranty of not less than 12 months.
4. Pricing must include Engraving of a **5 Digit Alpha-Numeric Identification Number** on each item supplied on at least two places, the numbers will be provided to the successful bidder at the time of placing the order or before delivery.
5. All specification questionnaire table must be completed in full, and the right-hand side column must be used to describe the machine offered. Bids with incomplete or partly completed specification questionnaire will be disqualified.
6. All machines or equipment must be new and completely assembled and ready for use.
7. Descriptive pamphlets are to be submitted with the bid.

1) **7 PORTABLE ELECTRIC GENERATOR (DIESEL)**

- The engine is to be not less than 5kW forced draught air-cooled diesel unit, fitted with an efficient heavy-duty paper element air cleaner, adequate exhaust silencer and recoil starter device.
- The fuel tank must have sufficient capacity to run the engine for at least eight (8) hours.
- The generator is to be 220 V, 50 Hz with a rated output of not less than 5.0 kVA. The generator is to be fitted with two (2) splash proof AC outlets, AVR unit. The generator is to be housed in a splash proof housing.
- The entire unit is to be mounted on rubber mountings within a robust tubular frame.
- The mass of the complete unit should approximately 100kg.
- Bidders must stock an adequate supply of spare parts at their premises in KwaZulu-Natal for the machines or equipment offered.
- Bidders must provide a repair service in the province of KwaZulu-Natal.
- Prices must include delivery to The Department of Transport, Ladysmith, 12 Hyde Road, Mechanical Division.

SPECIFICATION QUESTIONNAIRE

Number of machines offered	
Make	
Model of the machine offered	
Country of origin	
Engine power in kW	kW
Rated output in kVA	kVA
Is the engine fitted with two splash proof AC outlets & AVR unit?	Yes/No
What is the complete mass of the machine offered?	kg
Will the machine offered be delivered & invoiced within two months of placing the order?	Yes/No
How many months warranty is offered?	
Will delivery and invoice be completed within 2 months of an official order receipt?	Yes/No

2) **15 CHAINSAW LONGCUTTER**

Engine: Forced draught air-cooled two stroke, with minimum output of 4.4kW and 76.5cm³ capacity. The engine is to be fitted with electronic ignition, an efficient air cleaner and exhaust silencer.

The chainsaw is to be fitted with a guide bar of not less than 45cm in length, an automatic chain lubrication system and an automatic chain brake.

The control handles must be so constructed to eliminate the transmission of vibration to the operator. The chainsaw is to be fitted with the necessary hand guards.

All machines or equipment must be new and completely assembled and ready for use. Delivery must be completed and invoice issued within a month of receipt of an official order.

Specification questionnaire must be fully completed and failure to fully complete the specification questionnaire will invalidate bids.

Tenderers must stock an adequate supply of spare parts **in KwaZulu-Natal** for the machines or equipment offered.

Bidders must provide a repair service in the province of **KwaZulu-Natal**.

Prices are to include the following:

- Delivery to The Department of Transport, Ladysmith, 1 Hyde Road, Mechanical Division (10 machines), and Department of Transport, 12 Woodlands Road, Mountain Rise, Mechanical Division (5 machines).
- Safety Gear.

SPECIFICATION QUESTIONNAIRE

QUESTIONNAIRE	DETAILS OF OFFER
Number/quantity offered	
Make	
Model	
Country of origin	
Is the machine offered supplied with an air cooled two stroke engine?	(yes/no)
What is the power output in kW?	kW
What is the engine capacity in cm ³ ?	cm ³
Is the engine fitted with electronic ignition, an efficient air cleaner and exhaust silencer?	(yes/no)
What is the length of the guide bar in cm?	cm
Is the machine fitted with an automatic chain lubrication system and an automatic chain brake?	(yes/no)
Are the control handles so constructed to eliminate the transmission of vibration to the operator?	(yes/no)
Is the machine fitted with necessary hand guards?	(yes/no)
Will the spare parts of the machine offered be readily available at the bidder's premises in KwaZulu-Natal?	(yes/no)
Will the each machine be supplied with the necessary safety gear?	(yes/no)
Will the repair service of the machine offered be provided in the province of KwaZulu-Natal?	(yes/no)
How many months warranty is offered?	months
Will delivery and invoice be completed within 2 months of an official order receipt?	(yes/no)

3) **125 BRUSH CUTTERS: HEAVY DUTY: 50cc**

- a. A heavy-duty brush cutter suitable for continuous cutting of brush is required (Stihl FS 500 or similar). The machine is to be complete with all accessories and is to be ready to operate. It is to consist of a tubular frame with the engine so mounted that the cutting head is well balanced when the machine is carried by the operator.
- b. The carrying harness is to distribute the mass of the machine on both shoulders and is to be properly adjustable. Liberal padding is to be fitted to the straps to cushion the load. A quick release is to be provided.
- c. The total mass of the machine is to be approximately 10kg.
- d. The cutter is to be powered by a two-stroke petrol engine having a capacity of not less than 50 cm³ driving through a centrifugal clutch and robust drive shaft. Maximum engine power should be a minimum of 2.4 kW.
- e. All components of the engine are to be completely enclosed and protected against accidental damage.
- f. A heavy-duty air cleaner is to be fitted.
- g. Throttle control is to be such that when it is released, the engine returns to idle speed.
- h. The cutting blade is to be driven by an angle drive and fitted with a suitable guard which projects sufficiently to prevent the blade coming into contact with the surface when the machine is at rest on the ground.
- i. The cutter is to be fitted with a steel brush knife suitable for cutting grass and light brush.
- j. The fuel tank filler is to be so arranged that the tank is easily filled.
- k. The machine is to be so constructed as to cut down the transmission of vibration to the operator.
- l. Bidders must stock an adequate supply of spare parts in KwaZulu-Natal for the machines or equipment offered.
- m. Bidders must provide a repair service in the Province of KwaZulu-Natal.

SPECIFICATION QUESTIONNAIRES

QUESTIONNAIRES	DETAILS OF OFFER
Number offered:	
Make	
Type of Engine	
Two stroke engine offered?	yes/no
Country of Manufacture	
Is engine enclosed for protection against accidental damage?	yes/no
What is the engine power in Kw?	Kw
Machine fitted with throttle control & fuel tank with easy to fill filler cap?	yes/no
What is the mass of complete unit?	kg
Is the machine fitted with heavy duty air cleaner?	yes/no
Is the machine supplied with accessories required to operate it safely?	yes/no
GENERAL	
Are full particulars and illustrations furnished?	
Will the last item be delivered and invoice submitted within two months of receipt of official order?	
How many months warranty is offered ?	
Will spare parts be stocked in KwaZulu Natal?	
By whom (list separately if necessary)	
Are service facilities available, and where?	

4) **2 Earth Auger**

The Department requires the supply of powerful two-man earth auger and a hinged carrying frame. This must be driven by a 3kW power output petrol engine. The engine must be fitted with an efficient air filter system and exhaust silencer. Electronic ignition and Elasto start is required. The Spindle speed must be 50 rpm. This equipment must have Start lock/Revers rotation lock. The weight of this equipment must be approximately 26 kg. The machine offered must be supplied with attachments which include 150mm, 200mm, and 250mm diameter bits and 1000mm long shaft extension.

Important notes:

- a) Full particulars and illustration of the machine offered must be submitted with the bid.
- b) The machine must be completely new and ready for use.
- c) Bidders must provide a repair service at their premises in KwaZulu Natal.
- d) Bidders must stock an adequate supply of spare parts in KwaZulu Natal.

The following must be included in the bid price:

- a) Delivery to The Department of Transport, Ladysmith, 12 Hyde Road, Mechanical Division.
- b) Spare parts list
- c) Operator instruction.

SPECIFICATION QUESTIONNAIRE

Number Offered	
Make & Model	
Country of origin	
Engine power output	kW
Spindle speed	rpm
Does the machine offered has Electronic ignition & Elasto start?	
Does the machine offered has Start lock/Revers rotation Lock?	
What is the weight of the machine offered?	kg
What attachments are supplied with the machine?	
Will the last item be delivered and invoice submitted within two months of receipt of official order?	
Will operator's instruction & spare parts list be included?	
What is the warranty of the machine offered?	

5) **2 DIAMOND BLADE ASPHALT SAW**

A petrol engined saw that can be operated by hand or securely mounted in a cart is required. The saw is to be used for cutting patches out of asphalt (tar) roads.

a) **ENGINE**

The saw is to be fitted with a 2 stroke petrol engine with a minimum power output of 5.0kW. The engine is to be fitted with an efficient multi stage air filtration system.

b) **BLADE**

The saw is to be fitted with 400mm diameter (minimum) diamond cutting wheel suitable for cutting Asphalt to a minimum depth of 140mm.

c) **TROLLEY**

The saw is to be supplied complete with a suitable trolley. The trolley must be such that the saw can be securely clamped without using tools to allow precision cutting and must be fitted with a water tank and spray nozzles to keep the blade cool and to suppress dust. The trolley must be easily adjustable such that a fixed cutting depth can be maintained.

d) **SAFETY FEATURES**

The saw is to be fitted with:

- A robust blade hood that covers at least half of the cutting blade and is easily adjustable to cater for
- different cutting positions.
- Anti-vibration dampers to prevent vibration transmission to the operator both during hand and trolley operation.
- Drive belt tensioning to be either semi-automatic or to be done without special tools.

e) **DEMONSTRATION**

The machine offered is to be demonstrated to officials of the Mechanical Support section of the Department of Transport prior to close of tender if a similar make and model machine is not currently in use with the Department.

f) **INSPECTION**

The product is to be inspected prior to delivery. If the product is to be inspected outside KwaZulu-Natal, all costs must be paid by the supplier.

g) **ASSEMBLY**

All machines or equipment must be new and completely assembled and ready for use.

h) **SPARE PARTS**

Bidders must stock an adequate supply of spares parts in **KwaZulu-Natal** for machines or equipment offered.

i) **REPAIR SERVICE**

Bidders must provide a repair service in the province of **KwaZulu-Natal**.

j) **DELIVERY**

Delivery is to be to The Department of Transport, Ladysmith, 12 Hyde Road, Mechanical Division.

Note: Full particulars and illustrations of the machine offered must be submitted with the bid.

Number offered:	
Make	
Model:	
Country of origin	
Mass of saw	Kg
Engine	
Make	
Displacement	cm ³
Power Output	kW
2 strokes	Yes/no
Does it have a multi-stage air filtration system?	Yes/no
If yes, provide details	
Blade	
Is a diamond blade fitted?	Yes/no
Diameter of blade	mm
Maximum cutting depth	mm
Are replacement blades readily available and from whom?	Yes/no
Trolley	
How is the saw clamped to the trolley?	
Provide details of the water tank and nozzles	
How is the cutting depth on the trolley adjusted?	
Safety	
Provide details of the blade hood.	
Provide details of the anti-vibration damping fitted.	
How is the belt tension adjusted?	
What is the warranty of the machine offered?	
GENERAL	
Has the machine been demonstrated?	
Where are space parts stocked in KZN	
Where are repair facilities available in KZN.	
Will the last item be delivered and invoice submitted within two months of receipt of official order?	Yes/no
Where will the machines be delivered to?	
Have full particulars and illustrations been furnished?	

6) **1 WELDING GENERATOR: 250 A**

1. The welding generator is to be of the electric start, petrol engine driven, and direct current type having an output of at least 250 amperes at a duty cycle of 100%. The engine and generator are to be directly coupled, mounted on a robust frame and enclosed for protection against the weather.

2. ENGINE

The engine is to be of the air-cooled, electric start type developing a maximum power of not less than 14 kW. A suitable governor is to be fitted to maintain correct welder speeds. The engine is to be fitted with an efficient dry type air cleaner, exhaust silencer, electric start and battery.

3. GENERATOR

The generator is to be finely adjustable for welding current ranging from 40 to 250 amperes at normal welding voltages. The unit is to be supplied with two welding cables which must be at least 5 metres in length each and of adequate diameter to carry the maximum current draw. An electrode holder and earth clamp are to be provided.

Earth leakage protection is to be provided.

4. AC POWER

The generator is to have an auxiliary power output of 8kW (35 amps) at 230V, 50Hz. Two auxiliary AC power outlets are to be incorporated.

Full particulars and illustrations of the machines offered are to be submitted with the quote.

All machines or equipment must be new and completely assembled and ready for use. The machine offered must carry full manufacturer's warranty of not less than 12 months.

Prices are to include delivery to the Cost Centre Manager Pietermaritzburg (at Mountain Rise).

Bidders must stock an adequate supply of spare parts at their premises **in KwaZulu-Natal** for the machines or equipment offered.

Bidders must provide a repair service in the province of **KwaZulu-Natal**.

Prices are to include:

- Delivery to The Department of Transport, Ladysmith, 12 Hyde Road, Mechanical Division.

SPECIFICATION QUESTIONNAIRE

In accordance with the invitation to bid and subject to the conditions of this bid, I/we, the undersigned, offer to supply at the prices stated:

Number of machines offered	
Make & Model of the machine offered	
Country of origin	
Engine power in kW	kW
Rated output in kVA	kVA
Is the engine fitted with two splash proof AC outlets & AVR unit?	Yes/No

What is the AC power output in kW, Voltage and frequency?	Volts	Hz	kW
What is the welding current ranging from for this machine at normal welding voltages?			Amperes
Will the machine offered be delivered & invoiced within two months of order receipt?			Yes/No
How many months warranty is offered ?			Months
Total price including vat	R		
Total price in words including vat			

7) 2 SUPPLY AND INSTALLATION OF AN ELECTRICALLY HEATED HIGH PRESSURE CLEANER

Two (2) electrically heated high pressure cleaners are to be supplied and installed at the wash bays at the offices of the Department Of Transport, Regional Director, and Pietermaritzburg, at PMB- Mountain Rise Mechanical Workshop as well as Merrivale Mechanical Workshop. The system must comply with the detailed specification that follows and it must be fully installed and commissioned on site.

1. ELECTRIC MOTOR

The pump is to be driven by an electrical 3-phase, 380 V, 50 hz motor of not less than 4kW.

2. PUMP

The pump must be a positive displacement pump capable of delivering cold water at a maximum pressure of 150 bar at a flow of at least 700ℓ/h. The pump is to be fitted with an inlet water filter and a mechanical safety valve. (No hot water is to flow through the pump).

3. HEATING ELEMENTS

The heating elements must be able to heat the cold water delivered from the pump to a temperatures of 60° at the pressure and flow rate specified above.

4. ELECTRICAL CONTACTORS

All the necessary relays, contactors and circuit breakers suitably rated for the current draw are to be installed.

5. EQUIPMENT HOUSING

The pump, electric motor, heating elements, chemical tank and electrical contactors are to be installed inside a stainless steel enclosure. This enclosure is to be mounted permanently to a wall at the wash bay and it is to be lockable. External switches are required to switch the unit and heating elements on and off.

6. INSTALLATION

The unit is to be fully installed and functional at the time of commissioning. The closest water supply point is 8 meters from where the unit is to be installed in (Merrivale site) and electrical supply point is about half a meters away in both sites. (Installation sites can be viewed on arrangements by contacting Mr. Sizwe Ndlovu on 033 355 0603 /082 678 4593 during office hours)

7. LANCE and DELIVERY HOSE

The spraying lance must be a heavy duty type at least 1000 mm in length fitted with a spray control valve (pistol grip type). It is to be supplied with at least 10 meters of high pressure delivery hose.

8. **ASSEMBLY**

All machines or equipment must be new and completely assembled and ready for use.

9. **SPARE PARTS**

Bidders must stock an adequate supply of spare parts at their premises **in KwaZulu-Natal** for machine or equipment offered.

10. **REPAIR SERVICE**

Tenderers must provide a repair service in the province of **KwaZulu-Natal**.

SPECIFICATION QUESTIONNAIRE

Number Offered:	
Make	
Model	
Country of origin	
1. <u>ELECTRIC MOTOR</u>	
Make	
Model	
3-phase?	
Maximum net power	
Operating voltage	
Frequency	
2. <u>PUMP</u>	
Make	
Model	
Type of coupling to motor	
Is it a positive displacement pump	
Maximum pressure	
Flow rate	
Is a filter fitted in the water inlet to the pump	

Is a mechanical safety valve fitted	
Does heated water flow through this Pump?	
. HEATING ELEMENTS	
Number of heating elements fitted	
Temperature range	Min Max
Pressure range	in Max
Flow rate range	Min Max
4. ELECTRICAL CONTACTORS	
Are all the necessary relays, contactors and circuit breakers suitably rated for the current draw?	
5. EQUIPMENT HOUSING	
Are all the components housed in a lockable enclosure	
Material used for enclosure	
Will it be permanently mounted to the wall?	
Are external switches fitted?	
6. INSTALLATION	
Will the unit be fully functional at time of commissioning?	
Is a water outlet manifold provided?	
Number off outlet points with quick couplers	
7. LANCE	
Type of lance supplied	
Length of lance	
Type of control valve	
Length of delivery hose	

Is it high pressure hose	
GENERAL	
Are full particulars and illustrations furnished?	
Will spare parts be stocked in KwaZulu-Natal	
By whom? (list separately if necessary)	
Are service facilities available? and where?	
Are you are aware where delivery and installation of machines is to be done?	
What services are included in the tender price?	
What Warranty is offered?	
OFFER	
Total Price including VAT	R
Total Price in words including VAT	
Will installation & delivery be complete within two months of official order?	

8) **9 HIGH PRESSURE COLD WATER CLEANER**

Engine: **5 kW (6.5hp)**, forced draught air cooled, four stroke petrol engine, fitted with an efficient heavy duty paper element air cleaner, adequate exhaust silencer and recoil starter device.

The fuel tank must have sufficient capacity to run the engine for at least **three (3) hours**.

Pump must be self priming and capable of spraying water at pressures variable up to a maximum of **18 MPa (180 bar)** at a rate of approximately **15 litres per minute**. The pump must be fitted with an adjustable pressure regulator and pressure gauge.

The high pressure delivery hose must be at **least 10 metres** long and supplied complete with spray lance (**+/- 1000mm**) and spray control valve. Nozzles with a direct and fan-type spray pattern are required with the unit.

The unit is to be mounted on a robust trolley and must be fitted with two solid rubber wheels of not less than **200mm** in diameter. All rotating parts and drive belts are to be suitably protected with adequate guards.

The mass of the complete unit should not exceed **80 kg**.

All machines or equipment must be new and completely assembled and ready for use.

Bidders must stock an adequate supply of spare parts **in KwaZulu-Natal** for the machines or equipment offered.

Bidders must provide a repair service in the province of **KwaZulu-Natal**.

Prices are to include the following:

- Delivery to The Department Of Transport, Pietermaritzburg-Mountain Rise (6 units), and Ladysmith, 12 Hyde Road (3units).

SPECIFICATION QUESTIONNAIRE

Make	
Model	
Country of manufacture	
Engine Power (in Kw)	Kw
Four stroke	
Is the machine fitted with an efficient heavy duty paper element air cleaner?	
Is the fuel tank capacity capable of running the engine for at least three (3) hours?	
Pump capable of spraying water at pressures variable up to a maximum of	bar or MPa
Approximate water pumping rate	Litres per minute
Is the machine fitted with an adjustable pressure regulator and pressure gauge?	
Length of a high pressure delivery hose supplied with the machine.	metres
Is the hose supplied complete with spray lance (+/- 1000mm) and spray control valve?	
Mass of the complete unit	kg
<u>GENERAL</u>	
Are full particulars and illustrations furnished?	
Will spare parts be stocked in KwaZulu Natal?	
By whom (list separately if necessary)	
Are service facilities available? and where?	
OFFER	
Total price including vat	R
Total price including vat in words	

9) 12 PETROL DRIVEN PAVING BREAKER

ENGINE

The breaker is to be of the type having an integral **two-stroke petrol engine** capable of developing a minimum of **2kW**. The engine to be fitted with an efficient air filter and exhaust silencer. A recoil starter and fuel shut off are required

BREAKER

The breaker is to weigh approximately **22 kg** without accessories, have a percussion rate of **1300 per minute** and a single stroke impact of at least **50J**. It must have a built-in centrifugal clutch and have easy throttle control on the handles. The breaker must have good vibration damping of the handles to prevent operator fatigue during long periods of operation. The breaker must be able to accept standard **27 mm** diameter tools and is to be supplied complete with a tamper, mole point and asphalt cutter. Single point greasing of the machine is required. The sound level emitted by the machine must not to exceed **105 dB(A)**.

ASSEMBLY

All machines or equipment must be new and completely assembled and ready for use.

SPARE PARTS

Bidders must stock an adequate supply of spare parts in **KwaZulu-Natal** for machines or equipment offered.

REPAIR SERVICE

Bidders must provide a repair service in the province of **KwaZulu-Natal**.

PRICES TO INCLUDE THE FOLLOWING:

One each of the following is to be supplied with each machine:

- (i) spare parts list (in book form)
- (ii) operator's instruction.
- (iii) On-site instruction and training of the operator at the time of hand-over of each item.
- (iv) Delivery to The Department of Transport, Ladysmith, 12 Hyde Road, Mechanical Division (4 units), as well as 1 Woodlands Road, Pietermaritzburg -Mountain Rise (8 units).

Full particulars and illustration of the machine offered must be submitted with the bid.

QUESTIONNAIRE

Number of machines offered	
Make	
Country of origin	
Is the engine two stroke petrol?	Yes / No
What is the engine power output in kW?	kW
Is engine fitted with efficient air filter and exhaust silencer?	Yes / No
Is engine fitted with recoil starter and fuel shut off?	Yes / No
Machine weight without accessories.	
Machine percussion rate per minute.	
Single stroke impact in joules.	
Does the machine accept standard 27 mm diameter tools?	Yes / No
Sound level emitted by the machine?	dB(A).
Where will you deliver the machines?	
What warranty is offered?	

Will delivery and invoice issued within a month of issue of an official order?	Yes / No
Total Price including VAT	R
Total Price in words including vat	

10) **17 RAMMER TYPE SOIL COMPACTORS**

ENGINE

The rammer is to be fitted with a **two-stroke petrol engine** with separate petrol and **2 stroke oil tanks** and an automatic mixing system giving optimum oil to petrol ratio at all times. The engine is to incorporate an engine cut out to prevent it running without oil. The engine is to develop approximately **2.3kW** and is to be fitted with an efficient air filter, fuel filter and exhaust silencer. A recoil starter is required as well as a throttle control within easy reach of the operator. A fuel shut off is to be provided.

RAMMER

Size of the rammer shoe should be approximately **250 mm x 330 mm**. The percussion rate should be approximately **700 blows per minute** with impact energy of **75J** and impact force of **12kN per blow**. The stroke of the rammer should be at least **65 mm** and rate of advance **15 metres** per minute.

EQUIPMENT

Tubular handles mounted in rubber isolators and providing protection for the engine are to be mounted on the machine. The machine is to be provided with a two wheeled rubber tyred trolley. The mass in working order should be approximately **60 kg**.

DEMONSTRATION

The machine offered is to be demonstrated to officials of the Mechanical Support section of the Department of Transport prior to close of tender if a similar make and model machine is not currently in use with the Department.

INSPECTION

The product is preferably to be inspected prior to delivery within KwaZulu-Natal. If the product is to be inspected outside KwaZulu-Natal, all costs must be paid by the supplier.

ASSEMBLY

All machines or equipment must be new and completely assembled and ready for use.

SPARE PARTS

Bidders must stock an adequate supply of spare parts **in KwaZulu-Natal** for machines or equipment offered.

REPAIR SERVICE

Bidders must provide a repair service in the province of **KwaZulu-Natal**.

PRICES TO INCLUDE THE FOLLOWING:

One each of the following is to be supplied with each machine or item of equipment:

- Spare parts list (in book form)
- Operator's instruction.
- Delivery to The Department of Transport, Ladysmith, 12 Hyde Road, Mechanical Division (9 units), as well as 1 Woodlands Road, Pietermaritzburg -Mountain Rise (8 units).

SPECIFICATION QUESTIONNAIRE

QUESTIONNAIRE	DETAILS OF OFFER
Number of items offered	
Make & Model:	
Two stroke petrol (Yes/No)	
Automatic mixing system (Yes/No)	
Power output in kW:	kW
Is engine fitted with air filter & exhaust silencer? (Yes/No)	
Is engine fitted with recoil starter?	
Is engine fitted with oil level engine cut out?	
Machine weight in working order	kg
Machine percussion rate per minute:	j
Impact energy in joules:	
Impact force (KN/blow):	
Stroke length:	
Rate of advance (m/minute):	
Rammer shoe size:	
What warranty is offered?	
Will delivery and invoice be completed within a months of placing order?	
Total Price incl vat	R
Total Price in words incl vat	

220 LITRE CONCRETE MIXER

Concrete mixers are to be of the horizontal tilting drum type having a batch capacity of 330 litre of dry material and 220 litre of mixed wet concrete. Loading is to be by means of a hydraulically powered skip discharging into the drum.

DRUM

Drive to the drum is to be by heavy duty roller chain or by direct drive and is to be fully encased. The drum must be of all welded construction in steel of minimum thickness 5 mm for base and 3 mm for the sides. Mixing blades are to be replaceable.

A tank with control valves to feed water into the mixing drum is to be fitted together with all the necessary piping and a suitable meter to measure the water flow into the drum.

ENGINE

A diesel engine of not less than 6 kW is to be fitted to the mixer and is to be equipped with a heavy duty two-stage paper element type air cleaner, (Donaldson Cyclopac or equivalent) and exhaust silencer.`

WHEELS

The concrete mixer is to be mounted on 4 wheels and is to be fitted with a substantial drawbar to enable the mixer to be towed.

PRICES TO INCLUDE THE FOLLOWING:

- Delivery to: The Department of Transport, Ladysmith, 12 Hyde Road, Mechanical Division.
- Broucher showing all details of the machine offered.

ASSEMBLY

All machines or equipment must be new and completely assembled and ready for use.

SPARE PARTS

Tenderers must stock an adequate supply of spare parts in KwaZulu-Natal for machines or equipment offered.

REPAIR SERVICE

Tenderers must provide a repair service in the province of **KwaZulu-Natal**.

QUESTIONNAIRE

Number offered	
1. Make	
Model	
Country of origin	
Volume of charge accepted per batch	
Volume of mixed concrete discharged per batch	
Details of loading skip	
How is it raised?	
2. DRUM	
Type of drive	
Type of drum construction	
Thickness of base	Mm
Thickness of sides	Mm
Type of tilting mechanism	
Number of mixing blades	
Material	
Are these replaceable?	
Details of water tank	
Tank capacity	Litre
Type of water meter	
How is water volume measured	
3. ENGINE	
Make	
Model	
Maximum net power	kW @ R.P.M.
Number of cylinders	
How cooled?	
Type of Air cleaner	
Make	
Model	
Type of silencer	
4. WHEELS	
Details of suspension	
Number of wheels	
Type of wheel	
Details of drawbar	
Total mass of unit	

GENERAL	
Is the broucher provided with this quote?	
Will spare parts be stocked in KwaZulu-Natal?	
By whom? (list separately if necessary)	
Are service facilities available?, and where?	
What warranty is offered?	
Will identification number be engraved?	
Will delivery be completed and invoiced within 2 months of receipt of an official order?	Yes/No
Where will it be delivered?	
Paint colour	
OFFER	
Total price including vat	R
Total price in words including vat	