

# BID No: ZNB02150/00000/00/ESH/GEN/23/T TO SUPPLY AND DELIVER PARKHOMES AT ESHOWE COST CENTRE

Name of Tenderer:	 

This tender closes at 11:00 on Tuesday, 21 November 2023 at the offices of the Department of Transport located at 24 John Ross highway Eshowe 3815

# LATE SUBMISSIONS WILL NOT BE CONSIDERED

Issued by:

The Department of Transport Cost Centre Eshowe 24 John Ross Highway Eshowe 3815

Contact Name: Ms N Nxumalo Telephone: 035 474 4201

Prepared by:

The Department of Transport Cost Centre Eshowe 24 John Ross Highway Eshowe 3815

Contact Name: Ms NB MADELA Telephone: 035 474 4201

# **DIRECTORATE: TRANSPORT INFRASTRUCTURE DISTRICT SERVICES**

Private Bag X507 ESHOWE 3815

**ESHOWE COST CENTRE** 

Tel: 035 474 2031 Fax: 035 474 4630

Invitation to Tender – ZNB02150/00000/00/ESH/INF/23/T – SUPPLY & DELIVERY OF PARKHOMES AT ESHOWE COST CENTRE

# KwaZulu-Natal- Department of Transport

Suitable service providers are invited to bid for SUPPLY & DELIVERY OF PARKHOMES AT ESHOWE COST CENTRE

The Department reserves the right to **not award this bid**.

# **MANDATORY REQUIREMENT**

A bidder who lacks any of the mandatory requirements is regarded non-responsive and the Bid invalid.

# **Collection of Bid Documents (Not Applicable)**

- Free download of tender documents will be available on the www.kzntransport.gov.za and www.etenders.gov.za website and must be downloaded.
- Tender documents will be available as from 10:00 on Tuesday 24 October 2023 on website.

## **Briefing Session**

The briefing session will be held as follows:

**Date:** 31 October 2023

Venue: Department of Transport, Area Office

Eshowe, 03 Nonqayi Road, Eshowe,

Time: 3815
10h00
Site to be visited: (if Applicable

any)

Queries relating to this tender may be addressed to:

Bidding procedure enquiries:	Technical enquiries:
Ms NC Nxumalo	Ms NB Madela
Telephone: 035 474 2031	Telephone: 035 474 2031
E-mail:	E-mail:babongile.madela@Kzntransport.gov.za
ntombenhle.nxumalo@Kzntransport.gov.za	

The closing time for receipt of tenders is 11:00 on Tuesday, 21 November 2023.

Telegraphic, telephonic, telex, facsimile, electronic, email and late Tender Proposals will not be accepted.

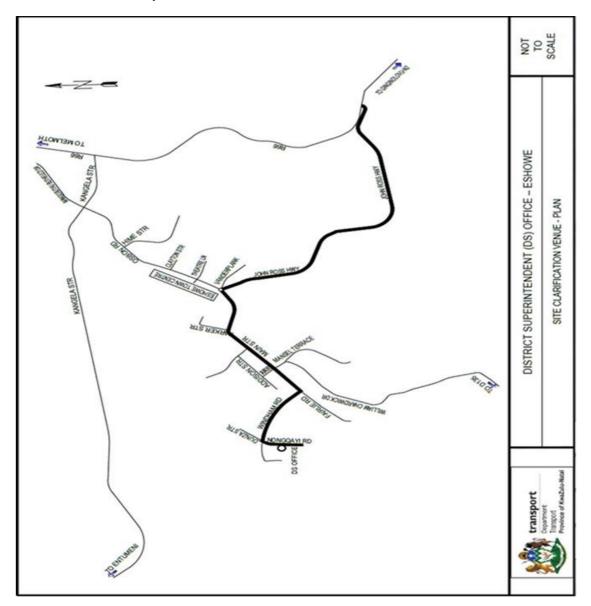
Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender.

# **CLARIFICATION MEETING VENUE PLAN**

Venue: Department of Transport, District Superintendent Office, 3rd Nongqai Road, 3815. Access to the Clarification meeting venue can be obtained from R66 (P47/5), from N2 you take the Dokodweni off ramp towards Eshowe and drive about 27 km on R66 and turn right on to P323.

GPS co- ordinates: S 28°54'13.26" and E 31°26'52.21" or - 28.9052085, 31.4478084

Time and date: Tuesday, 31 October 2023 at 10h00



**Clarification Meeting Venue Locality Plan** 

# KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

DART A	INDUITATION TO DID	
PART A	INVITATION TO BID	
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	
SECTION B	AUTHORITY TO SIGN	
SECTION C	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	
SECTION D	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	
SECTION E	OFFICIAL BRIEFING SESSION FORM	
SECTION F	PRICING SCHEDULE (SBD 3)	
SECTION G	DECLARATION OF INTEREST (SBD 4)	
SECTION H	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	
SECTION I	CONTRACT FORM (SBD 7)	
SECTION J	GENERAL CONDITIONS OF CONTRACT	
SECTION K	SPECIAL CONDITIONS OF CONTRACT	
SECTION L	TERMS OF REFERENCE	

# PART A INVITATION TO BID

(Supplier to complete & return. Failure to complete, offer will be invalid)

YOU ARE HEREBY INVI	TED TO QUOTE FOR REQUIREM	ENTS OF THE D	)EPA	RTMEN	NT OF TH	RANSPORT	
		CLOSING					
BID NUMBER: ZN	IB02150/0000/00/ESH/GEN/23/T	DATE:	2	21/11/20	023	<b>CLOSING TIME:</b>	11h00
DESCRIPTION SU	JPPLY & DELIVERY OF PARKHO	MES AT ESHOV	VE CO	OST CE	NTRE		
<b>BID RESPONSE DOCUM</b>	MENTS MAY BE DEPOSITED IN T	HE BID BOX SIT	TUATI	ED AT			
Department of Transpor	t. Eshowe Cost Centre						
24 John Ross Highway							
Eshowe						ers submit their quotation	
3815		responses to tr	1е оп	iciai wn	ose nam	e appear on the enquirie	S.
Mon to Fri: 07:30 until 1	6:00						
	ENQUIRIES MAY BE DIRECTED	TECHNICAL E	NQU	IRIES I	MAY BE	DIRECTED TO:	
TO							
CONTACT PERSON	NC NXUMALO	CONTACT PERS	SON		NB MA	DELA	
TELEPHONE NUMBER	035 474 2031	TELEPHONE NU	UMBE	ER	035 474	2031	
FACSIMILE NUMBER	035 474 4630	FACSIMILE NU	MBER	₹	035 474	4630	
E-MAIL ADDRESS		E-MAIL ADDRE	SS				
SUPPLIER INFORMATION	ON						
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		N	NUMBE	R		
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		N	NUMBE	R		
E-MAIL ADDRESS							
VAT REGISTRATION							
NUMBER		<del>.</del>					
SUPPLIER	TAX COMPLIANCE SYSTEM			CENT			
COMPLIANCE STATUS	PIN:		OR		PLIER		
			•		ABASE		
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ARE YOU THE							
ACCREDITED		ARE YOU A FO	OREI	GN BAS	SED		
REPRESENTATIVE IN		SUPPLIER FO	R TH	E G00	DS	□Vaa □Na	
SOUTH AFRICA FOR	☐Yes ☐No	/SERVICES /W	/ORK	S OFF	ERED?	∐Yes ∐No	
THE GOODS /SERVICES /WORKS	[IF YES ENCLOSE PROOF]					[IF YES, ANSWER PA	DT D.2 1
OFFERED?	[IF TES ENCLOSE PROOF]					[IF 1ES, ANSWER FA	KI D.3 ]
	O BIDDING FOREIGN SUPPLIERS	 2					
•			A \ O				
	ENT OF THE REPUBLIC OF SOU	TH AFRICA (RS/	A)?			☐ YES [	□ NO
	E A BRANCH IN THE RSA? E A PERMANENT ESTABLISHME	NT IN THE DOA	2			☐ YES [ ☐ YES [	NO □ NO
	E ANY SOURCE OF INCOME IN T		<b>!</b>			☐ YES [	
	N THE RSA FOR ANY FORM OF T					☐ YES [	
	" TO ALL OF THE ABOVE, THEN		OUIE	SEMEN	T TO RE		
	SYSTEM PIN CODE FROM THE S						
REGISTER AS PER 2.3 I					3=	_ (3)	

# PART B TERMS AND CONDITIONS FOR BIDDING

(Supplier to complete & return. Failure to complete, offer will be invalid)

#### **BID SUBMISSION:**

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

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.

IF THE BID WAS INVITED THROUGH A CLOSE QUOTATION PROCESS; WHERE SUPPLIERS WERE SOURCED FROM CSD USING THE COMMODITY PROCESS; SUPPLIERS WHO WERE NOT INVITED WILL NOT BE CONSIDERED.

USE OF OMISSION IN THE DOCUMENT IS PROHIBITED, ALL CORRECTIONS MUST BE INITIALLED BY TENDERR AND USE OF CORRECTION FLUID IS PROHIBITED.

FAILING TO COMPLY WITH THE ABOVE REQUIREMENTS WILL RESULT IN THE BID BEING NON-RESPONSIVE.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

# TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

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

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

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

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

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."

# COMPLIANCE AND RETURNABLES: THE FOLLOWING RETURNABLE DOCUMENTS MUST RETURNED WITH THE QUOTATION DOCUMENT

SBD 1 INVITATION TO QUOTE (SBD1 PART A) Applicable

- SBD 1 TERMS AND CONDITIONS FOR BIDDING (SBD1 PART B) Applicable
- SBD 3 OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE- applicable
- SBD 3.1 PRICING SCHEDULE --- (MUST BE SIGNED OR THE BID IS INVALID) Applicable
- SBD 4 DECLARATION OF INTEREST FORM- Applicable

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF T	HE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution)	
DATE:	

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

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

- 1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
- 2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4. Bids submitted must be complete in all respects.
- 5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
- 6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
- 7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
- 8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
- 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.

# a) Acceptable Proof for the allocation of Specific Goals Points

The specific goals allocated points in terms of this tender	<u>Points</u>	Acceptable Proof for Allocation of Points
An EME or QSE which is at least 51% owned by	12	CIPC company registration documents, BBB-EE Certificate or Sworn affidavit and Medical Test (DISABILITIES)
Promotion of Tenderer's located in a Specific Area	8	CIPC company registration documents, BBB-EE Certificate or Sworn affidavit
Total	= 20	

# b) Rights to Award

- KZN Department of Transport reserves the right to call for presentations from shortlisted suppliers or Reserves the Right to accept bids in Whole or In Part."
- Not to make any award in this bid or accept any proposals submitted,
- Award the project to more than one (1) Respondent for the same activity
- Request further technical/functional information from any Respondent after the closing date,
- Verify information and documentation of the Respondent(s),
- Not to accept any of the bid document submitted,
- To withdraw or amend any of the bid conditions by notice in writing to all Respondents prior to closing of the bid and post award, and
- If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

# c) Price Negotiation.

KZN DoT reserves the right to negotiate with the shortlisted Respondents prior and/or post award. The terms and conditions for negotiations will be communicated to the shortlisted Respondents prior to invitation to negotiations. The negotiation terms and conditions may include presentations and/or site visits. This phase is meant to ensure the conditions of bid and projects will be implementable for the achievement of the project objectives.

# SECTION B AUTHORITY TO SIGN

# Bid/Quotation no. ZNB02150/00000/00/ESH/GEN/23/T -

# SUPPLY & DELIVERY OF PARKHOMES AT ESHOWE COST CENTRE

Close Corporation / Company / Partnership	/ Trust /Sole proprietor or sole trader	
Name:		
Registration Number:		
RESOLUTION OF THE DIRECTORS OF THE	HE COMPANY etc RESOLVED that _	, in his/her
capacity as	, is authorise	ed to make applications on behalf of
the Close Corporation / Company / Partners	hip / Trust /Sole proprietor or sole trac	ler for: any documentation relating
to the business (which is not necessarily a c	hange of ownership). The nominated	person will also have access to
webpage for the business.		
Signature(s) for Close Corporation / Compar	ny / Partnership / Trust/ Sole proprieto	r or sole trader.
(sole member still must sign this resolution)		
Signature of members:		
Name	Signature	Date
1		<u>.</u>
2		<u> </u>
3		_ <u> </u>
4		<u>-</u>
5		
6		<del></del>
Specimen signature of the appointed Sig	natory:	

<u>Failure to complete, sign and date the above certificate or provide the certificate(s) in the form of a resolution shall result in the tender being considered non-responsive and rejected.</u>

# SECTION C REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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.

Prospective suppliers should self-register on the CSD website www.csd.gov.za

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.

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.

IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

# **SECTION D**

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

(To be completed by bidder)

							(name ., WHO	of	bidder	/authoriz	zed re	present	tative)
REPRE	SEN	ΓS 		(st	ate								idder)
Numbe	er												
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DISQU	ALIFIC	CATIO	N OF	THIS	BID FF	ROM	THE B	IDDIN	FORMAT IG PRO ARDED (	CESS,	AND/OF	R POS	SIBLE
							REPRE	SENT	ATIVE				
DATE:													

# SECTION E OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

(PRINT NAME)

DATE: \_\_\_/\_\_\_

Name of Departmental or Public Entity Representative (PRINT NAME)

Departmental Stamp With Signature

**Signature of Bidder or Authorized Representative** 

circumstances and the scope of the service to be rendered.

# **SECTION F**

# SBD 3.1 PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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 <b>ZNB02150/00000/00/ESH/GEN/22/T</b>
Closing Time 11H00	Closing date: 21/11/2023

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

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1	8	Supply and delivery of mobile home		
		3 compartment unit as per technical		
		specification referred as Appendix A.		
2	3	Supply and delivery of mobile 2		
		compartment unit including ablution		
		system as per technical specification		
		referred as Appendix A.		
3	3	Supply and delivery of mobile 1		
		compartment unit equipped with		
		kitchen and canteen facilities as per		
		technical specification referred as		
		Appendix A.		
		SUB-TOTAL		
		VAT AT 15%		
	GRAND T	OTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)		
AMOUN	IT IN WORDS: _			

ZNB02150/00000/00/ESH/GEN/23	3/	<i>ا</i>		I					I				7	•	/	/	ĺ,	)	-	٠		)	)	2	4	'	/	/		•	١	١	ľ		١.	į	4		ł	Í,	j			(	(	/	/	l,		-	ŀ		ì	3		ì				/	/	)	_	(	)		ĺ	(	/	/	)	_	(	I	)		(	)	)		(	(	)			(		)		_	(	(		/	/	/	/	١	١	)		_	$\left( \right)$	(	(	(			)	)	)	)	)	)	)	)	)	)	)	)	)	)	)	)	)	)	)	•	•	•	•	•	•	)		)								)	)	)
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I (fu	Il name)	, in my capacity as	, the duly authorized
	esentative of	(business name) uppliers & accepts all conditions/clause	hereby declares that the offer is in scontained in the said documents.
	ature of duly authorised representative		Date:
	,		
-	Required by:		
-	At:		
-	Brand and model		
-	Country of origin		
-	Does the offer comply with the specification(s)?	*YES/NO	
-	If not to specification, indicate deviation(s)		
-	Period required for delivery	5 days. *Delivery: Firm/not firm	
-	Delivery basis		
Note:	All delivery costs must be included in the bid price, for delivery	at the prescribed destination.	
** "all a	pplicable taxes" includes value- added tax, pay as you earn, income	tax, unemployment insurance fund contributions and	skills development levies.
*Delete	if not applicable		
тот	AL CARRIED FORWARD TO FORM OF OF	FER	
The	offered total of the prices inclusive of Valu	a Addad Tay is:	
1110	officied total of the prices inclusive of vale	ac Added Tax 13.	
Amo	unt in Words		
R		(in figures).	
Sign	ature: (of person authorised to sign the tend	er)	
Nam	e: (of signatory in capitals)		
Capa	acity: (of signatory)		
Nam	e of Tenderer: (organisation)		
Addı	'ess:		
	phone number: ail:		

# SECTION G SBD 4

#### **BIDDER'S DISCLOSURE**

# 1. PURPOSE OF THE FORM

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

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

# Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

2.2 Do					ive a rela	ationship	with any	person who is
2.2.1 If	so, fu	ırnish pa	articulars:					

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

person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  YES/NO
If so, furnish particulars:
DECLARATION
I, the undersigned, (name) in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:
<ul> <li>3.1 I have read and I understand the contents of this disclosure;</li> <li>3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;</li> </ul>
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium <sup>2</sup> will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
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.

Does the bidder or any of its directors / trustees / shareholders / members / partners or any

2.3

<sup>&</sup>lt;sup>2</sup> 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.

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

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

Signature	Date	
Position	Name of bidder	

## **SECTION H**

#### **SBD 6.1**

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points as defined in the Department's Preferential Procurement Policy

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE TO THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

#### 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 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
  - either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.
- 1.3 Points for this bid shall be awarded for:
  - (a) Price, 80 or 90 points, dependent of the threshold for the preference point system; and
  - (b) Preferential Goals, 20 or 10 points, dependant on the threshold for the preference point system and the goals defined below:

General Activities	The specific goals allocated points in terms of the tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	Acceptable Returnable / Evidence
	1. An EME or QSE which is at least 51% owned by	N/A	Max points = 12 points	CIPC company registration documents and BBB-EE Certificate or Sworn affidavit
	a) black people	N/A	6 points	
Goods and services	b) black people who are youth	N/A	2 points	
	c) black people who are women	N/A	2 points	
	d) black people with disabilities	N/A	2 points	MEDICAL CERTIFICATE
	Promotion of Tenderer's located in a Specific Area	N/A	Max points = 8 points	CIPC company registration documents
	Operating business address located within the Local municipality	N/A	4 points	
	Operating business address located within the District municipality	N/A	3 points	
	Operating business address located within the Province	N/A	1 point	

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

	POINTS
PRICE	80
Preferential goals as stipulated in 1.3 (b) above	20
Total points for Price and Preference Points must not exceed	100

- 1.5 Failure on the part of a bidder to submit evidence as stipulated in 1.3 above to claim the preference points together with the bid, will be interpreted to mean that preference points will not be claimed for the applicable goal.
- 1.6 The department reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 2. **DEFINITIONS**

- (a) "Black people" means Africans, Coloureds and Indians who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization;
- (b) "Designated Group" means—
  - (a) black designated groups.
  - (b) black people.
  - (c) women.
  - (d) people with disabilities; and
  - (e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996).
- (c) "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;
- (d) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (e) "price" includes all applicable taxes less all unconditional discounts;
- (f) "proof of preference points" as stipulated in table 1.3 (b) of this form
- (g) "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;
- (h) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (i) "specific goals" means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (j) "**Tender**" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation

## 3. FORMULAE FOR THE CALCULATION OF POINTS FOR PRICE

3.1 Points awarded for price for the 80/20 preference point systems:

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

80/20

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

3.2 Points awarded for price for the 90/10 preference point systems.

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

90/10

$$Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

3.3 Points awarded for price for disposal or leasing of state assets and income-generating procurement for 80/20 preference point system

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration Pmax = Price of highest acceptable bid

3.4 Points awarded for price for disposal or leasing of state assets and income-generating procurement for 90/20 preference point system

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

90/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration Pmax = Price of highest acceptable bid

4	POINTS	<b>AWARDED</b>	FOR	<b>PREFERENTIAL</b>	GOALS
<b>-</b>	T OIN I O		1 011	TINEL ENEMINAL	. UUALU

- 4.1 In terms of Regulation 3 (1) (a) and 3 (1) (b) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the applicable goals as stipulated in 1.3 (b) above.
- 4.2 Points claimed must be in accordance with the table reflected in paragraph 1.3(b) and must be substantiated by relevant proof. Bidders who claim preference points in respect of this bid must complete the following:

Goal No.	Description	Points claimed by the bidder	Has the evidence provided.	been
Goal 1				
Goal 2				
Goal 3				

# 5. SUB-CONTRACTING

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

(Tick applicable box)

YES	NO	
-----	----	--

- 5.1.1 If yes, indicate:
  - i) What percentage of the contract will be subcontracted.....%
  - ii) The name of the sub-contractor.....
  - iii) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	NO	

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2022:

Designated Groups	% Ownership
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	

# 6.1 Name of bidder 6.2 VAT registration number 6.3 Company registration number 6.4 Type of bidder Partnership/Joint Venture / Consortium One-person business/sole propriety Close corporation Company (Pty) Limited [TICK APPLICABLE BOX] 6.5 Describe principal business activities 6.6 Company classification Manufacturer Supplier Professional service provider Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX] 6.7 Total number of years the company/firm has been in business:\_\_\_ 6.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, indicated in paragraphs 1.3 (b) and 4.2 of this form, qualifies the bidder 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 1.3 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct; If the preference points has been claimed or obtained on a fraudulent basis or any of the conditions of contract have iv) not been fulfilled, the department may, in addition to any other remedy it may have disqualify the person from the tendering process; recover costs, losses or damages it has incurred or suffered as a result of that person's (b) 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;

6.

**DECLARATION WITH REGARD TO BIDDER** 

- (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		NATURE(S) OF BIDDERS(S)
1.       2.	DATE: ADDRESS	

#### **SECTION I**

# SBD 7.1 CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

# PART 1 (TO BE FILLED IN BY THE BIDDER)

1.	I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of
	institution)in accordance with the requirements and specifications stipulated in bid number
	at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated
	and calculated from the closing time of bid.

- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)	
CAPACITY	 WITNESSES
SIGNATURE	 1
NAME OF FIRM	 2
DATE	 

# **CONTRACT FORM - PURCHASE OF GOODS/WORKS**

# PART 2 (TO BE FILLED IN BY THE PURCHASER)

1.		in my capacity a			
	the annexure(s).		or the supply of goods/w	one indicated hereunder and/or h	urtifor specifica iii
2.	An official order inc	dicating delivery instructions is forthcoming	ng.		
3.	I undertake to make days after receipt o	e payment for the goods/works delivered of an invoice accompanied by the deliver	in accordance with the to y note.	erms and conditions of the contrac	t, within 30 (thirty)
	ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	
4.	I confirm that I am	duly authorised to sign this contract.			
SIGNE	ED AT	ON			
NAME	(PRINT)				
SIGNA	ATURE				
OFFIC	CIAL STAMP		WITNESSE	ES	
			1		
			2		
			DATE		

# **SBD 7.2**

# **CONTRACT FORM - RENDERING OF SERVICES**

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED	IN BY THE SERVICE PROVIDER)	
institution)stipulated in Bid Number.	in accordance with	in the attached bidding documents to (name of the the requirements and task directives / proposals specifications d. My offer/s remain binding upon me and open for acceptance by d from the closing date of the bid.
The following documents	shall be deemed to form and be read	and construed as part of this agreement:
Bidding documents, <i>viz</i> Invitation to bid; Tax clearance certificate; Pricing schedule(s); Filled in task directive/pro	posal;	
Procurement Regulations Declaration of interest;	2022;	rerment Status Level of Contribution in terms of the Preferentia
Declaration of bidder's pa Certificate of Independent Special Conditions of Cor General Conditions of Cor Other (specify)	: Bid Determination; tract;	
services specified in the		I validity of my bid; that the price(s) and rate(s) quoted cover all the and rate(s) cover all my obligations and I accept that any mistake in risk.
	y for the proper execution and fulfile all liable for the due fulfillment of this contact.	ment of all obligations and conditions devolving on me under this ontract.
I declare that I have no pa	articipation in any collusive practices v	with any bidder or any other person regarding this or any other bid.
I confirm that I am duly au	thorised to sign this contract.	
NAME (PRINT)	<i>/</i>	WITNESSES
CAPACITY		1
SIGNATURE		2
NAME OF FIRM		DATE:

DATE

# CONTRACT FORM - RENDERING OF SERVICES PART 2 (TO BE FILLED IN BY THE PURCHASER)

referenc	indateddated	my capacity asfor the re	ndering of services in	adicated hereunder a	ccept your bid under and/or further specified
An offic	ial order indicating service delivery	instructions is forthcomin	g.		
I undert (thirty) c	ake to make payment for the servic days after receipt of an invoice.	es rendered in accordan	ce with the terms and	d conditions of the co	ontract, within 30
	DESCRIPTION OF SERVICE	PRICE (ALL APPLICABL TAXES INCLUDED)		B-BBEE STATUS LEVEL OF CONTRIBUTIO N	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
4. SIGNEI	I confirm that I am duly authorised	-			
·	(PRINT)				
SIGNAT OFFICI	AL STAMP				
			WITNESSES  1		
			DATE:		

SECTION J
GENERAL CONDITIONS OF CONTRACT

#### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied.

  Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder 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

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

# 5. Use of contract documents and information; inspection.

- a. 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.
- b. 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.
- c. 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.
- d. 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 ZNB02150/0000/00/ESH/GEN/23/T

- 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:
- 7.4 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
- 7.5 a cashier's or certified cheque
- 7.6 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.
- 11.2 Upon appointment by the Head of Department the service provider will be required to have a Professional Indemnity insurance of a minimum cover of R160 million.

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

# SECTION K SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable 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.

#### **CONTRACT PERIOD**

## **EVALUATION CRITERIA**

There are main stages in the selection process, namely, ensuring that bids comply with administrative Compliance, Functionality and the Price Preference.

# **Step 1 - Administrative Compliance**

Check and verify compliance with the submission and completion of compulsory bid documents viz Annexure A, Sections A to L. 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
Part A	Invitation to Bid.			
Part B	Terms and Conditions for bidding			
Section A	Special instructions regarding completion of bid			
Section B	Authority to sign			
Section C	Registration on central suppliers' database			
Section D	Declaration that Information on Central Suppliers Database is correct and up to date.			
Section E	Official Briefing Session Form			
Section F	Pricing Schedule (SBD 3)			
Section G	Declaration of interest (SBD4)			
Section H	Contract Form (SBD7)			
Section I	Preference points Claim Form (SBD6.1)			
Section J	Conditions of contract			
Section K	Special conditions of contract			
Section L	Terms of reference/ Specification			

# **Step 2 – FUNCTIONALITY – (Not Applicable)**

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	Max POINTS
MAXIMUM POINTS	,	

The minimum score for functionality is

# **BID APPEAL TRIBUNAL**

# **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 <a href="https://www.tenderbulletin.gov.za">www.tenderbulletin.gov.za</a>.

The address provided for the lodging of appeals is:

The Chairperson Bid Appeals Tribunal Private Bag X9082 Pietermaritzburg 3200

FAX NO.: (033) 897 4501

# SECTION L TERMS OF REFERENCE: SCOPE OF WORK

#### APPENDIX A

#### TECHNICAL SPECIFICATION - SUPPLY AND DELIVERY OF PARK HOMES AT ESHOWE COST CENTRE

The Department requires the supply and delivery of the following:

# PLANT ORDER AND DELIVERY SCHEDULE

Eight (08) park homes which have 3x compartments to be utilized as bedrooms including 1m x 0.5m work top

Three (3) park homes with 2x compartments to include ablution facilities and showers in each compartment (toilet, shower and basin)

Three (3) park homes with 1x compartment to be equipped with kitchen and canteen facilities (aluminum sink with cupboard and pulling drawer underneath and 2m work top next to it with drawers underneath)

- 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 4 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 supply and fitment of registration plates (red on white) and engraving of a <u>4 0r 5</u> <u>Digit Alpha-Numeric Identification Number</u> 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 tables 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 park homes must be new and completely assembled and ready for use upon delivery.
- 7. All items offered **must** include a warranty period of not less than 12 months.
- 8. Descriptive pamphlets are to be submitted with the bid.
- 9. All items reflected in the schedule above must be delivered to the following location accordingly and pricing should be included.

No.	Delivery Site	Supply and delivery of park home 3 compartment unit	of park home 2	Supply and delivery of park home 1 compartment unit
1.	Kwambonambi camp	3	1	1
2.	Gingindlovu c amp	3	1	1
3.	Nkandla camp	2	1	1

10. All items must be indicated in the checklists and questionnaires, failure to do so may result in disqualification of bid.

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# **APPENDIX A**

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

## TECHNICAL SPECIFICATION - SUPPLY AND DELIVERY OF PARK HOMES AT ESHOWE COST CENTRE

1. Eight (08) park homes must consist of three compartments with the following dimensions for each compartment:

Length: 9.6m Width: 3.05m

2. Three (3) park homes with 2 compartments with ablution facilities and shower in each with the following dimensions for each compartment:

Length: 3.6m Width: 3m

3. Three (3) park homes with 1 compartment fitted with kitchen and canteen facilities with the following dimensions for each compartment:

Length: 6m Width: 3.05m

- 4. Each compartment must include its own external door.
- 5. Each compartment must have a window: width 1500mm and height 900mm.
- 6. The units must be relocatable, i.e. mobile, on wheels and with jacks.
- 7. The ground for the initial site should be prepared according to the bidder's specifications prior to positioning of the units.

Floor

- 8. 18mm exterior hardwood (WBP) ply floorboard must be fixed onto the cross members with 12x45mm counter sunk galvanised wingtex screws.
- 9. The floorboard should be constructed with 7 ply layers bonded under heat and hydraulic pressure using exterior grade adhesive as stipulated under SANS 929:2008.
- 10. 2mm heavy duty industrial vinyl flooring should be bonded to the floor board using WD91 floor adhesive and all joints must be plastic welded to form a water tight seal between vinyl strips.
- 11. Carpet tiles and domestic novilon must be used in the kitchen and 3 compartment bedroom units.
- 12. Wooden floor boards must be treated and proof of such provided and included in warranty.
- 13. Floor Covering: Electrical Behaviour (Body Voltage) must be classified as 'antistatic'.

## **Internal and External Walls**

- 14. Panels must be manufactured by injecting a two part polyurethane substrate between two cladding layers in a heated moulding system.
- 15. Claddings should be frost white 0.5mm ISQ230 (Z100) pre-painted hot-dip galvanised steel Chromadek, 3.6mm oak or plain ply, fibre cement or a combination thereof.
- 16. Where framing is utilised, all timber MUST be treated in accordance with SANS 1288 using Tanalath CCA oxide (3302) having a composition as follows: Copper (CU) 33.85%, chrome (CR) 41.45% and arsenic (As) 24.70%. The timber MUST be treated using a vacuum pressure system of impregnation to a minimum dry salt retention of 6kg/m³.
- 17. Thermal properties should be 25-30% superior than polystyrene and at least 70% better than any typical mineral wool material. Long term thermal resistance should be achieved between 30°C and 90°C, temperatures of up to 250°C must be withstood for a short period without damage.
- 18. Closed cell foam must be packed at density 38-40kg/m³ and have fire retardant properties compliant with SANS 10177-2. Due to the closed cell nature of the polyurethane moisture will not be absorbed and is resistant to insects and rodents.
- 19. Wall system should be tongue and groove in concept providing a weather tight seal between panels with a lateral coverage of 1179mm per 42 mm thick panel.

- 20. Base Rails must be galvanized and pre painted.
- 21. External walls must be galvanized.
- 22. External walls must include damp proof seal between chassis and base rail.
- 23. Wall panels to incorporate insulation properties.
- 24. Capping's and skirtings to be manufactured from galvanized and pre painted material.

#### Chassis

- 25. Chassis' must be constructed to run the full length and width of the building, two 200x75x20x3mm cold formed lip channel longitudinal main members must run centrally along the length of the building at 1640mm centres.
- 26. 75x50x20x2.5mm cold formed lip channel cross members should be structurally welded at 600mm centres spanning the width of the building, spans can be reduced to 400mm centres in order to increase the floor loading where required and in all 3 compartment units.
- 27. All cross members must be supported by 40x40x3mm angle iron which spans between the edge of the cross member and welded to the main member.
- 28. All units to be fitted with screw jacks for easy levelling as standard, tripod stands to be included for when ground is uneven. All steelwork is protected with pre painted red oxide primer and sprayed with F147 black latex paint.

#### Roofing

- 29. Roofing Panels to be made complete with roof trusses already fixed in place.
- 30. Timber trusses must be made for single and double wide units (kitchen and ablution).
- 31. Steel must be used for larger multi span units.
- 32. All timber used must treated in accordance SANS 1288, lattice beams utilised in double wide units are to be manufactured from 40x40x3mm angle iron.
- 33. Ceiling finish must be Wall Papered, Vinylast Ceiling.
- 34. Panels to be placed on top of walls and fixed into place using 12x100mm screws on all panels and partitions, electrics should then run on top of the ceiling panel as necessary.
- 35. 38x38mm Battens must run across trusses at 300 500mm centres depending on unit width and type with 0.58mm gemsbok sand corrugated ISQ300 (Z200) roof sheets must be fixed on top. Rubber polyclosures to be used under roof sheets and ridge capping to ensure weather proofing. Roof Sheets 0.58mm ISQ 230 coastal grade.

#### **Electrical**

- 36. All units to be wired for connecting to a 220v single phase supply.
- 37. All electrics are in accordance with SANS 10142-1 and are fitted with earth leakage protection within the distribution board.
- 38. Electrics must be run within the ceiling void and cored into the panels, PVC boxes to be inserted into panels and front plates should be screwed over.
- 39. Each compartment must include double 1.2m florescent lights.
- 40. Individual light switches in each compartment.
- 41. 1 Plug points to be installed in each compartment for bedrooms and 3 plug points in kitchen units.

# Plumbing and Sanitary Wear

- 42. All plumbing works must be fitted in line with the necessary building regulation codes and all fittings must be SABS approved.
- 43. All units to be fitted with a 22mm mains stop tap and waste outlets are discharged through the wall.
- 44. Ceramic close couple cistern in ablution compartments.
- 45. White porcelain basin in ablution compartments.
- 46. PVC waste water pipes.
- 47. Metal kitchen basin/sink in kitchen compartments.

# APPENDIX A

## TECHNICAL SPECIFICATION - SUPPLY AND DELIVERY OF PARK HOMES AT ESHOWE COST CENTRE

48. One gas geyser supplying each park home with shower facilities (4 geysers).

Windows

- 49. Windows to be manufactured from aluminum extrusions with bronze coating.
- 50. Windows to be manufactured as top hung and fitted with 4mm clear safety glass with obscure being fitted in ablution areas.
- 51. All windows to be manufactured in accordance with SANS 10400 Part N.
- 52. Standard window size widths are 1500mm with heights of 900mm.
- **53.** Top hung frames fitted with clear float glass for all windows except in toilets and ablutions where obscure float glass is used.
- 54. Burglar proofing over all opening windows.
- 55. Blinds and Flyscreens.

#### **Doors**

- 56. Standard door size: 2032mm x 813mm.
- 57. Each door must be framed with 0.5mm pre-painted galvanised capping riveted to door pane.
- 58. Natural anodized aluminum rebated door frame including rubber buffers and heavy-duty aluminum hinges.
- 59. Pre-painted galvanised drip rail to doors opening outwards.
- 60. External locks are five lever locks complete with stainless steel striker plate and two keys Union Type.
- 61. Chrome plated handles or Equivalent.

#### Kitchen

- 34. Stainless steel sink (1 sink).
- 35. Fitted 2m x 0.5m counter top with cupboard below.
- 36. 2 plate electric stove.

#### SPECIFICATION CHECKLIST

SPECIFICATION CHECKLIST	
Number Park Homes offered incl. ablution and kitchen units	
40 Park Homes – 3 compartments: Total Length x Width	
4 Ablution Park Home: Length x Width	
4 Kitchen/canteen Park Home: Length x Width	
Load bearing capacity (3 compartment units)	kPa
Load bearing capacity (ablution and shower units)	
Load bearing capacity (kitchen and canteen units)	
Chassis Material	
Floor Material	
Number of doors on each of the 3 compartment park home?	
Number of windows and dimensions	
Is the park home relocatable/mobile and include jacks/stands?	
Are electrical connections complete as per specification?	
Ceramic close coupled cistern brand?	
Basin brand?	
Type and brand of door locks	
How many months warranty is offered?	
Will delivery and invoice be completed within 4 months of an official order receipt?	Yes/No