

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF EDUCATION

BID NUMBER: EDU/127/25/MP

**APPOINTMENT OF SERVICE PROVIDER(S) TO
SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND
DISPOSE OF OBSOLETE MOVABLE UNITS (i.e.
MOVABLE CLASSROOMS, ADMIN BLOCKS,
OFFICES, KITCHEN AND ABLUTION
FACILITIES) AS WELL AS BASIC SERVICES (i.e.
SITE WORKS, ELECTRICITY AND SEWER
CONNECTIONS, WATER SUPPLY AND
RETICULATION) TO IDENTIFIED SCHOOLS
WITHIN THE MPUMALANGA PROVINCE FOR A
PERIOD OF THREE (3) YEARS WITH AN OPTION
TO RENEW FOR TWO YEARS**

ISSUED BY:

Department of Education
Private Bag X11341
Mbombela
1200

NAME OF BIDDER:

.....

TOTAL BID PRICE (all inclusive) :.....

(Also in words):

.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF ECONOMIC DEVELOPMENT & TOURISM					
BID NUMBER:	EDU/127/25/MP	CLOSING DATE:	10 September 2025	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 17 Lorencos Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. SIYABUSWA Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. GJ Lekhuleni / Mr. QW Mbuyane		CONTACT PERSON	Mr. M Malumane / Mr. M Mogale	
TELEPHONE NUMBER	013 766 5163 / 013 766 5287		TELEPHONE NUMBER	013 766 5645 / 013 766 0959	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	G.Lekhuleni@mpuedu.gov.za Q.Mbuyane@mpuedu.gov.za		E-MAIL ADDRESS	M.malumane@mpuedu.gov.za M.Mogale@mpuedu.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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**DEPARTMENT OF EDUCATION
MPUMALANGA PROVINCIAL GOVERNMENT**



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APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

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ABBREVIATIONS

ADMIN	Administration
BEC	Bid Evaluation Committee
CCA	Chromated Copper Arsenate
CIPRO/CIPC	Companies and Intellectual Property Registration Office/Companies Intellectual Property Commission
COC	Certificate of compliance
CPIx	Consumer Price Index
CSD	Central Supplier Database
CSI	Corporate Social Investment
eNaTIS	National Traffic Information System
GCC	General Conditions of Contract
HPCSA	Health Professions Council of South Africa
HVAC	Heating Ventilation and Air Conditioning
MDoE	Mpumalanga Department of Education
NSC	National Senior Certificate
PFMA	Public Finance Management Act
PO	Partitioned Office
PPPFA	Preferential Procurement Policy Framework Act
SABS	South African Bureau of Standards
SANS	South African National Standards
SARS	South African Revenue Service
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
SLA	Service Level Agreement
VAT	Value Added Tax
UPVC	Unpressurized polyvinyl chloride

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DEFINITIONS

1.1.	Bid/tender	The concepts are used interchangeably, and they mean a written offer, in the form determined by instruction, in response to an invitation for the procurement of goods or services or other form of procurement through a price quotation, a competitive bidding process, a limited bidding process or any other method envisaged in the Act.
1.2.	Bidder/tenderer	means any person/enterprise which has submitted a bid or Request for Quotation.
1.3.	Conditions of Tender	means a document of the procedures, the manner in which those engaged in the procurement process are to behave, the obligations of the tenderer and the undertakings of the Department. The Conditions of Tender are distinct from both the General Conditions of Contract and the Special Conditions of Contract.
1.4.	Consortium or Joint Venture	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.
1.5.	Contract	means any written agreement entered into between the purchaser (i.e. Departments) 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 as defined in the General Conditions of Contract.
1.6.	Contract price	means the price payable to the supplier under the contract for the full and proper performance of contractual obligations as defined in the General Conditions of Contract.
1.7.	Department	means Mpumalanga Department of Education
1.8.	Disability	in respect of a person, means, a permanent impairment of a physical, intellectual, or sensory function which results in restricted, or lack of ability to perform an activity in the manner or within the range considered normal for a human being.
1.9.	Functionality	means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability, skills, experience and durability of a service or commodity.
1.10.	Highest acceptable tender	means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders.
1.11.	Historically Disadvantaged Individual	means a South African citizen who due to the apartheid policy had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, (Act No 200 of 1993) ("the Interim Constitution"); and/or who is a female; and/or

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		who has a disability: provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a Historically Disadvantaged Individual.
1.12.	Individual	means a natural person.
1.13.	Lowest acceptable tender	means a tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.
1.14.	Person	includes reference to a juristic person.
1.15.	Price	means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
1.16.	Service Level Agreement	Service Level Agreement: It refers to a document that outlines a commitment between a service provider and a client, including details of the service, the standards the provider must adhere to, and the metrics to measure the performance
1.17.	Specific goals	means specific goals as contemplated in section 2(1)(d) of the Preferential Procurement Policy Framework Act (Act No. 5 of 2000) 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.
1.18.	The Act	means the Preferential Procurement Policy Framework Act (Act No. 5 of 2000).
1.19.	The Constitution	means the Constitution of the Republic of South Africa (Act No.108 of 1996).
1.20.	Youth	means persons between the ages of 14 and 35 as per the National Youth Development Agency Act (Act No.54 of 2008).
1.21.	90/10- point scoring system	Refers to the point system prescribed in regulations 4 and 6 of the regulations issued in terms of section 5 of the PPPFA.

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SECTION A: GENERAL SPECIFICATIONS

1.PURPOSE

The Mpumalanga Department of Education (MDoE) seeks to appoint service provider(s) for the supply, installation, maintenance, relocation and disposal of movable classrooms, admin blocks, offices, kitchen and ablution facilities, complete site works, connection of electricity, sewer, water supply and reticulation, to the identified schools and the establishment of new schools comprising movable units for a period of three (3) years with an option of two {2} years extension or an appointment of a new service, provider, whichever comes first.

2.BACKGROUND

The Department experiences challenges in the shortage of infrastructure facilities and basic services due to the following factors:

- a) Inclement weather, influx of people to new settlements or areas, damage to existing school facilities;
- b) The construction of permanent structures takes long time, thus negatively affecting the teaching and learning environment;
- c) A number of schools are often storm-damaged and an immediate relief is expected;
- d) Overcrowding in the existing facilities has to be rapidly responded to in order to enhance effective teaching and learning.

3. REQUIREMENTS

The prospective service provider shall be of CIDB grading of 7 CE or Higher

4. DELIVERABLES

- 4.1 The prospective service provider shall be on call and capable of providing movable units and basic services to the MDoE identified schools within seven (7) working days as and when required. The quantities shall be determined on request.
- 4.2 The prospective service provider shall be available to move the movable units from one location to the other if required (relocation).

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- 4.3 All materials used shall comply with the South African Bureau of Standards (SABS) and shall have a SABS mark.
- 4.4 The prospective service provider is expected to connect the movable units to the existing basic services. Unit costing for electrical, sewer and water supply connections shall thus be provided. Rates for laying additional water, sewer and electricity shall be provided as well.
- 4.5 In the case of a completely new site, the prospective service provider is expected to handle the necessary applications for basic services and ensure the connection of the movable units to these services. Unit costing for electrical, sewer, and water supply connections must therefore be provided. Additionally, rates for laying water, sewer, and electricity should also be included.
- 4.6 In the case of a completely new site, it is anticipated that the prospective service provider will undertake paving, fencing, and ensure security during the project implementation stage.
- 4.7 The movable units should be made of panels that are easy to dismantle, transport in a three (3) ton truck and reassemble at a new site.
- 4.8 The prospective service provider shall conduct an inspection on the movable units in accordance with Mpumalanga Department of Education's maintenance schedule.
- 4.9 The appointed service provider will be tasked with the secure and environmentally responsible disposal of mobile units designated by the department for decommissioning and disposal.

5. DETAILED SPECIFICATIONS

As outlined in the provided specifications, these specifications include standard module female toilets, standard module male toilets, full module female toilets, full module male toilets (Annexure A), an admin block (Annexure B), classrooms (Annexure C), kitchens (Annexure D), and offices (Annexure E).

For a completely new site, the prospective service provider must also be on call and able to provide movable units within seven (7) working days, as detailed in the specifications. In addition, they should be capable of providing basic services, paving, and fencing within a reasonable timeframe determined by the Infrastructure Directorate of the Mpumalanga Department of Education.

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5.1. CLASSROOM

5.1.1. Size Classroom size: 7m width x 8m length plus 1.5 meter external walkway.		
No	ITEM	SPECIFICATIONS
5.1.2	Wall: Exterior/Interior	Thickness 40mm two sheet minimum 0.5mm white Chromadek filled with Polyurethane. (36kg/m ³)/Polystyrene (not less than 15D) finish with Chromadek trims.
5.1.3	Windows	9 aluminium/and or steel frames horizontal sliding or top hung windows of size 900 x 900mm with 6.34 mm clear laminated glass glazing. Chromadek weather trim.
5.1.4	Door	1x Standard chromadek door.
5.1.5	Door: Lockable Safety Gate	25x25 square tubing with 10mm round/square bar and cylinder dead lock, outside and galvanized.
5.1.6	Roof/Ceiling: Pitch Roof	Mono or double pitch <u>strictly not less than 12 degrees'</u> downfall. Laminated vaulted Chromadek panel with IBR type profile (Insulation minimum 60mm thick). 0.5mm Chromadek finish. Floor to ceiling height – 2400mm.
5.1.7	Floor	Minimum 12mm Chromated Copper Arsenate(CCA) treated ply board with 2mm grade A vinyl tiles.
5.1.8	Access	Landing and steps custom made to suit site

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		<p>conditions.</p> <p>Angle Iron side welded to CHEQUER PLATE/ VASTRAP tread. Galvanized and attached to movable classroom.</p>
5.1.9	Electrical	<p>Electrical fittings</p> <p>1 x single phase distribution board. The distribution board shall comply as a minimum to SANS 10142-1.</p> <p>Four (4) electric double plugs (1 per side wall).</p> <p>The lighting design shall be concluded to meet the minimum average values of maintained illuminance measured on the horizontal plane in accordance to SANS 10114-1.</p> <p>All lighting luminaires shall be energy saving light emitting diode (LED) type with single lever one-way light switch.</p> <p>One (1) air-conditioning unit complete with a wall mounted control switch (size: 24 000 BTU) and a dedicated isolator shall be installed.</p> <p>Power skirting shall be used for the installation.</p> <p>Connection to electric reticulation of school.</p>
5.1.10	Liability	<p>A certificate of compliance (COC) should be issued for the overall electrical installation.</p> <p>1 x COC for external electricity.</p> <p>All COC's to be handed to the PRINCIPAL of the school on practical completion of the project.</p>

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5.1.11	Writing Boards and Pin Boards	Two (2) writing boards (2400x1140) mm. Two (2) pin boards (2440x1220) mm.
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5.2. ABLUTION FACILITIES

5.2.1. A. Female Standard modular toilet:

5.2.1.1 Size Overall : 3904mm x 3323mm 1 Toilet for disabled with hand washing basin : 1.8m x 1.6m 2 Normal toilets : 1.9m x 970mm		
No	ITEM	SPECIFICATIONS
5.2.1.2.	Wall: Exterior/Interior	Thickness 40mm two sheet minimum 0.5mm white Chromadek filled with Polyurethane. (36kg/m ³)/Polystyrene (not less than 15D) finish with Chromadek trims.
5.2.1.3	Windows	3 aluminum/and or steel frames horizontal sliding or top hung windows of 600 x 600mm with 6.34 mm clear laminated glass glazing. Chromadek weather trim.
5.2.1.4	Doors	1x Standard chromadek door.
		1 x Chromadek Door (2.1m x 1m).
		2 x Internal Panel Toilet Doors. Chromadek laminated panel door with aluminum capping and frame. 850mm wide (disabled access) 3 Lever Union lockset.
5.2.1.5.	Roof/Ceiling: Pitch Roof	Mono or double pitch <u>STRICTLY NOT LESS THAN 12 DEGREES DOWNFALL.</u> Laminated vaulted Chromadek panel with IBR type

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		profile (Insulation minimum 60mm thick). 0.5mm. Chromadek finish. Floor to ceiling height – 2400mm.
5.2.1.6.	Floor	Minimum 12mm “CCA” treated ply board with 2mm grade A vinyl tiles Vinyl finish floor : 12.39m ²
5.2.1.7.	Access	Landing and steps custom made to suit site conditions. Angle Iron side welded to CHEQUER PLATE/ VASTRAP tread. Galvanized and attached to the movable toilet. Disabled access.
5.2.1.8.	Electrical	Electrical fittings: 1 x single phase distribution board. The distribution board shall comply as a minimum to SANS 10142-1. The lighting design shall be concluded to meet the minimum average values of maintained illuminance measured on the horizontal plane in accordance to SANS 10114-1. All lighting luminaires shall be energy saving light emitting diode (LED) type. Single lever one-way light switch. Connection to electric reticulation of school.
5.2.1.9.	Liability	A certificate of compliance(COC) shall be issued for the installation. All COC's to be handed to the PRINCIPAL of the school on practical completion of the project.
5.2.1.10.	Hand Wash Basin	01 Normal. 01 for disabled.
5.2.1.11.	Toilet Roll Holder	03
5.2.1.12.	Toilet Seats	03

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5.2.2. B: Male Standard modular toilet

5.2.2.1. Size Overall : 3904mm x 3323mm 1 Normal toilet : 1.9m x 970mm 3 Urinals area : 1.6m x 2811mm 1.Toilet for disabled with hand washing basin : 1.8m x 1.6m		
No	ITEM	SPECIFICATIONS
5.2.2.2.	Wall: Exterior/Interior	Thickness 40mm two sheet minimum 0.5mm white Chromadek filled with Polyurethane. (36kg/m ³)/Polystyrene (not less than 15D) finish with Chromadek trims.
5.2.2.3.	Windows	3 x600 x 600mm aluminum/and or steel frames horizontal sliding or top hung windows with and with 6.34 mm clear laminated glass glazing. Chromadek weather trim.
5.2.2.4.	Doors	1 x Standard chromadek door.
		1 x Internal panel toilet doors. Chromadek laminated panel door with aluminium capping and frame. 850mm wide (disabled access) 3 Lever Union lockset.
5.2.2.5.	Roof/Ceiling: Pitch Roof	Mono or double pitch <u>STRICTLY NOT LESS THAN 12 DEGREES DOWNFALL</u> . Laminated vaulted Chromadek panel with IBR type profile (Insulation minimum 60mm thick). 0.5mm Chromadek finish. Floor to ceiling height – 2400mm.
5.2.2.6.	Floor	Minimum 12mm “CCA” treated ply board with 2mm grade A vinyl tiles. Vinyl finish floors : 12.39m ²

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

5.2.2.7.	Access	Landing and steps custom made to suit site conditions. Angle Iron side welded to CHEQUER PLATE/ VASTRAP tread. Galvanized and attached to the movable toilet.
5.2.2.8.	Electrical	Electrical fittings: 1 x single phase distribution board. The distribution board shall comply as a minimum to SANS 10142-1. The lighting design shall be concluded to meet the minimum average values of maintained illuminance measured on the horizontal plane in accordance to SANS 10114-1. All lighting luminaires shall be energy saving light emitting diode (LED) type. Single lever one-way light switch. Connection to electric reticulation of school.
5.2.2.9.	Liability	A certificate of compliance(COC) shall be issued for the installation. All COC's to be handed to the PRINCIPAL of the school on practical completion of the project.
5.2.2.10.	Hand Wash Basin	01
5.2.2.11.	Toilet Roll Holder	1
5.2.2.12.	Toilet Seats	1
5.2.2.13.	Urinals	03

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

5.2.3. C: Female Full Modular toilet

5.2.3.1. Size Overall : 9970mm x 3323mm Toilets for disabled with hand washing basin : 1.8m x 1.6m Toilets : 1.9m x 970mm		
No	ITEM	SPECIFICATIONS
5.2.3.2	Wall: Exterior/Interior	Thickness 40mm two sheet minimum 0.5mm white Chromadek filled with Polyurethane (36kg/m ³)/Polystyrene (not less than 15D) finish with Chromadek trims.
5.2.3.3	Windows	600 x 600mm aluminum/and or steel frames horizontal sliding or top hung windows with 6.34 mm clear laminated glass glazing. Chromadek weather trim
5.2.3.4	Doors	1 x Standard chromadek door
		1 x (2.1m x 1m) chromadek door
		08 x Internal panel toilet doors. Chromadek laminated panel door with aluminum capping and frame. 850mm wide (disabled access) 3 Lever Union lockset.
5.2.3.5	Roof/Ceiling: Pitch Roof	Mono or double pitch <u>STRICTLY NOT LESS THAN 12 DEGREES DOWNFALL.</u> Laminated vaulted Chromadek panel with IBR type profile (Insulation minimum 60mm thick). 0.5mm Chromadek finish. Floor to ceiling height – 2400mm.
5.2.3.6	Floor	Minimum 12mm "CCA" treated ply board with 2mm grade A vinyl tiles . Vinyl finish floors : 28.77m ²

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

5.2.3.7	Access	<p>Landing and steps custom made to suit site conditions.</p> <p>Angle Iron side welded to CHEQUER PLATE /VASTRAP tread.</p> <p>Galvanized and attached to the movable toilet.</p>
5.2.3.8	Electrical	<p>Electrical fittings:</p> <p>1 x single phase distribution board. The distribution board shall comply as a minimum to SANS 10142-1. Special attention shall be given to glare and uniformity.</p> <p>The lighting design shall be concluded to meet the minimum average values of maintained illuminance measured on the horizontal plane in accordance to SANS 10114-1.</p> <p>All lighting luminaires shall be energy saving light emitting diode (LED) type.</p> <p>Single lever one-way light switch.</p> <p>Connection to electric reticulation of school.</p>
5.2.3.9	Liability	<p>A certificate of compliance(COC) shall be issued for the installation.</p> <p>All COC's to be handed to the PRINCIPAL of the school on practical completion of the project.</p>
5.2.3.10	Hand Wash Basin	04
5.2.3.11	Toilet Roll Holder	09
5.2.3.12	Toilet Seats	09

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

5.2.4. D: Male Full Modular toilet

5.2.4.1. Size

Overall : 9970mm x 3323mm

Urinals : 1.8m x 1.6m

Normal toilets : 1.9m x 970mm

Urinals area : 1.6m x 2811mm

No	ITEM	SPECIFICATIONS
5.2.4.2	Wall: Exterior/Interior	Thickness 40mm two sheet minimum 0.5mm white Chromadek filled with Polyurethane (36kg/m ³)/Polystyrene (not less than 15D) finish with Chromadek trims.
5.2.4.3	Windows	9 x 600 x 600mm aluminum/and or steel frames horizontal sliding or top hung windows with and with 6.34 mm clear laminated glass glazing. Chromadek weather trim .
5.2.4.4	Doors	1x Standard chromadek door
		7 x Internal panel toilet doors. Chromadek laminated panel door with aluminium capping and frame. 850mm wide (disabled access) 3 Lever Union lockset.
5.2.4.5	Roof/Ceiling: Pitch Roof	Mono or double pitch <u>strictly not less than 12 degrees' downfall.</u> Laminated vaulted Chromadek panel with IBR type profile (Insulation minimum 60mm thick). 0.5mm Chromadek finish. Floor to ceiling height – 2400mm.
5.2.4.6	Floor	Minimum 12mm "CCA" treated ply board with

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		2mm grade A vinyl tiles .Vinyl finish floors : 32.05m ²
5.2.4.7	Access	Landing and steps custom made to suit site conditions. Angle Iron side welded to CHEQUER PLATE /VASTRAP tread. Galvanized and attached to the movable toilet.
5.2.4.8	Electrical	Electrical fittings: 1 x single phase distribution board. The distribution board shall comply as a minimum to SANS 10142-1. The lighting design shall be concluded to meet the minimum average values of maintained illuminance measured on the horizontal plane in accordance to SANS 10114-1. All lighting luminaires shall be energy saving light emitting diode (LED) type. Single lever one-way light switch. Connection to electric reticulation of school.
5.2.4.9	Liability	A certificate of compliance(COC) shall be issued for the installation. All COC's to be handed to the PRINCIPAL of the school on practical completion of the project.
5.2.4.10	Hand Wash Basin	03
5.2.4.11	Toilet Roll Holder	09
5.2.4.12	Toilet Seats	09
5.2.4.13	Urinals	03

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

5.2.5. Additional toilets to the Standard Modular

2 units: 1.9m x 970mm toilets additional to the Standard Modular

5.3 ADMIN BLOCK DETAILS

Admin block

5.3.1. Sizes 1:100 Total size = 12164mm x 8582mm

Staffroom : 4000mm x 7000mm
 Reception/ Waiting area : 3500mm x 4000mm
 Office 1 and : 3500mm x 4000mm
 Office 2 : 3000mm x 3459mm
 Female and : 1500mm x 2218mm
 Male toilets : 1500mm x 2218mm
 Kitchen : 1918mm x 2218mm
 Passage : 1200mm x 4918mm
 Walkway : 1500mm x 12164mm

Admin block details

Item No.	Description	Staffroom	Reception/ Waiting area	Office 1 and Office 2	Female and Male toilets	Kitchen	Passage
5.3.2	Single lever one way Light switch	01	01 double	01 each	01 double each	01	01
5.3.3	LED lights in accordance to SANS 10114-1.	02	01	01 each	01 each	01	
5.3.4	Wall mounted Air Conditioner	01 (24000BTU)	01(9000 BTU)	01 (9000BTU) each			
5.3.5	Wall mounted Air Conditioner control	01	01	01 each			
5.3.6	Double wall plugs- SGL.16 amp	06	02	02 each		02	
5.3.7	Standard	01	01 double	01 each	01 each	01	

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Item No.	Description	Staffroom	Reception/ Waiting area	Office 1 and Office 2	Female and Male toilets	Kitchen	Passag e
	chromadek door						
5.3.8	Door: safety gate Burglar proofing 25x25 square tubing with 10mm round/square bar and cylinder dead lock. Outside and galvanized.		01x Door: Safety gate				
5.3.9	Windows (900x600mm)	04	02	02 each	01 each (600x600mm)	01 (1200x900mm)	
5.3.10	Electricity distribution board *1 x single phase distribution board Power skirting Connection to electric reticulation of school		01				
5.3.11	Waste chamber (toilet seat)				01 each		
5.3.12	Hand wash basin				01 each		

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Item No.	Description	Staffroom	Reception/ Waiting area	Office 1 and Office 2	Female and Male toilets	Kitchen	Passag e
5.3.13	Worktop + sink + cupboard					01	
5.3.14	Wall: exterior/interior : Thickness 40mm two sheet minimum 0.5mm white chromadek filled with polyurethane (36kg/m ³) /polystyrene (not less than 15d) finish with chromadek trims.	All	All	All	All	All	All
5.3.15	Window: burglar proofing Galvanized stone guards. Frames 25x25x3 angle iron, Infill 50x25x3mm raised expanded mesh wire.	4x 900 x 600	2x 900 x 600	2x 900 x 600	1x 600 x600	1x 1200x9 00	
5.3.16	Roof/ceiling: pitch roof Mono or double pitch	All	All	All	All	All	All

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Item No.	Description	Staffroom	Reception/ Waiting area	Office 1 and Office 2	Female and Male toilets	Kitchen	Passag e
	<u>strictly not less than 12 degrees' downfall.</u> Laminated vaulted chromadek panel with ibr type profile (insulation minimum 60mm thick). 0.5mm chromadek finish. Floor to ceiling height – 2400mm.						
5.2.17	Floor Minimum 18mm "CCA" treated ply board with 2mm grade a vinyl tiles	All	All	All	All	All	All
5.2.18	Access Landing and steps custom made to suit site conditions. Angle iron side welded to chequer plate/ vastrap tread. Galvanized and attached		01				
5.3.19	Plumbing *connection to water and				01	01	

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Item No.	Description	Staffroom	Reception/ Waiting area	Office 1 and Office 2	Female and Male toilets	Kitchen	Passag e
	sewage reticulation systems of the school						
5.3.20	Liability A certificate of compliance(CO C) shall be issued for the installation. All COC's to be handed to the principal of the school on practical completion of the project.	All	All	All	All	All	All
5.3.21	Sundries *1 x 4.5kg dry powder fire extinguisher with red backing board and signage.		01				

5.4. KITCHEN

Only aluminium or stainless steel or strong durable plastic material/features must be used no wood material allowed.

5.4.1. **Kitchen size:** 5.00 m x 6.00 m x 2.4 m

No	ITEM	SPECIFICATIONS
5.4.2	Wall:	Thickness 40mm two sheet minimum 0.5mm white.

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	Exterior/Interior	Chromadek filled with Polyurethane (36kg/m ³)/Polystyrene (not less than 15D) finish with Chromadek trims.
5.4.3	Windows	3 x 1200 x 900 aluminium/and or steel frames horizontal sliding or top hung windows with 4mm clear glass. Chromadek weather trim.
5.4.4	Window: Mesh Guards Burglar Proofing	2 x 1200 x 900 galvanized stone guards. FRAMES 25x25x3 Angle Iron. INFILL 50x25x3mm Raised Expanded Mesh Wire.
5.4.5	Door	2 x Chromadek laminated panel door with aluminium capping and frame. 3 Lever Union lockset.
5.4.6	Door: Safety Gate Burglar Proofing	2 x 25x25 square tubing with 10mm round/square bar and cylinder dead lock. Outside and galvanized.
5.4.7	Roof/Ceiling: Pitch Roof	Mono or double pitch <u>strictly not less than 12 degrees' downfall</u> . Laminated vaulted Chromadek panel with IBR type profile (Insulation minimum 60mm thick). 0.5mm Chromadek finish. Floor to ceiling height – 2400mm.
5.4.8	Floor	Minimum 18mm "CCA" treated ply board with 2mm grade A vinyl tiles.
5.4.9	Access	Landing and steps custom made to suit site conditions. Angle Iron side welded to VASTRAP/ tread. Galvanized and attached to movable kitchen
5.4.10	Cupboards & Shelving NB: Stainless Steel Storage Space	3 x wall to wall Melamine shelves supported on steel legs and wall brackets (25x25x3mm Angle Iron) not more than 700mm apart Melamine lockable doors. Locks to be surface mounted All edging on Melamine: Impact
5.4.11	Electrical	Electrical fittings 1 x single phase distribution board. The distribution board shall comply as a minimum to SANS 10142-1.

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		<p>Three (3) electrical double plugs, the double plugs shall be conveniently positioned to deliver power to the different areas in the room.</p> <p>The lighting design shall be concluded to meet the minimum average values of maintained illuminance measured on the horizontal plane in accordance to SANS 10114-1.</p> <p>All lighting luminaires shall be energy saving light emitting diode (LED) type preferable Vapour Line (VLN) LEDs</p> <p>2 x Single lever one-way light switch</p> <p>Power skirting shall be used for the installation</p> <p>Connection to electrical reticulation of the school.</p>
5.4.12	Plumbing	Connection to existing water and sewer reticulation
5.4.13	GAS: CAGES (For 3 X 19kg Gas Bottles Each)	<p>700 (L) x 1200 (H) x 400 (D) Top, sides and door made of (not less than) 1.6mm galvanized expanded metal.</p> <p>1 x barrel bolt</p> <p>1 x disc padlocks</p> <p>1 x 100mm concrete base or galvanized steel base</p> <p>Naturally ventilated</p>
5.4.14	Gas: Piping And Valve	1 x gas feeding line (gas socket outside, copper pipe through wall, gas valve inside kitchen) In line with SAQCO.
5.4.15	Sundries	<p>1 x 1890 x 760 x 740mm steel folding canteen table (1400mm x760mm)</p> <p>2 x 4.5kg dry powder fire extinguisher with red backing board and signage.</p> <p>2 x 250mm Supavent wind turbines with 2 x 200mm diameter swivel jet diffusers.</p> <p>2 x galvanized external cages to cover wind turbines.</p> <p>FRAMES 25 x 25 x 3mm</p> <p>Angle Iron, INFILL 50 x 25 x 3mm Raised Expanded Mesh Wire.</p>

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		Naturally ventilated 1x 20L hydro boil 3 x Stock pot cockers
5.4.16	Liability	1 x COC for internal electricity 1 x COC for gas All COC's to be handed to the PRINCIPAL of the school on practical completion of the project.
5.4.17	Double Prep Sink	Double bowl prep sink (industrial) stainless steel 1400mmx760mm with universal chrome 15mm taps supported on galvanized steel legs and wall brackets. (with cold and hot water taps.
5.4.18	Hand Washing Basin Or Trough	Enamel standard size.

5.5. OFFICE

5.5.1. Size

Office unit size: 7m width x 12m x 2.4m length plus 1.5 meter external walkway

Partitioned office (PO) sizes : PO 1 = 2.9 x 2.9m

PO 6 = 2.9 x 2.9m

PO 2 = 2.9 x 2.9 m

PO 7 = 2.9 x 2.9 m

PO 3 = 2.9 x 2.9 m

Kitchen = 2.9x1.4m

PO 4 = 2.9 x 2.9m

Stores = 2.9x1.4m

PO 5 = 2.9 x 2.9m

Passage = 12x1m

No	ITEM	SPECIFICATIONS
5.5.2	Wall:	Exterior Thickness 40mm two sheet minimum 0.5mm white Chromadek filled with Polyurethane (36kg/m3)/Polystyrene (not less than 15D) finish

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

			with Chromadek trims
		Interior	Partition 1.6m
5.5.3	Windows		<p>7x 1200 x 900mm aluminium/and or steel frames horizontal sliding or top hung windows with and with 6.34 mm clear laminated glass glazing. Chromadek weather trim.</p> <p>1 x 900mm x 900mm aluminium/and or steel frames horizontal sliding or top hung windows with and with 6.34 mm clear laminated glass glazing. Chromadek weather trim</p>
5.5.4	Doors		3 x Standard chromadek door
5.5.5	Door: lockable safety gate		2 x 25x25 square tubing with 10mm round/square bar and cylinder dead lock. Outside and galvanized.
5.4.6	roof/ceiling: Pitch roof		<p>Mono or double pitch <u>STRICTLY NOT LESS THAN 12 DEGREES DOWNFALL</u>. Laminated vaulted Chromadek panel with IBR type profile (Insulation minimum 60mm thick). 0.5mm Chromadek finish. Floor to ceiling height – 2400mm</p>
5.5.7	Floor		Minimum 12mm "CCA" treated ply board with 2mm grade A vinyl tiles
5.5.8	Access		<p>Landing and steps custom made to suit site conditions.</p> <p>Angle Iron side welded to CHEQUER PLATE/ VASTRAP tread. Galvanized and attached to movable classroom.</p>

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5.5.9	Electrical	<p>Electrical fittings</p> <p>1 x single phase distribution board. The distribution board shall comply as a minimum to SANS 10142-1.</p> <p>Nine (9) electric double plugs, the double plugs shall be conveniently positioned to deliver power to the different areas in the room.</p> <p>The lighting design shall be concluded to meet the minimum average values of maintained illuminance measured on the horizontal plane in accordance to SANS 10114-1.</p> <p>All lighting luminaires shall be energy saving light emitting diode (LED) type</p> <p>Single lever light one-way switch</p> <p>Exterior lighting shall be designed in accordance to SANS 10389-1.</p> <p>Two (1) x air-conditioning unit complete with a wall mounted control switch (size: 24 000 BTU) and a dedicated isolator shall be installed.</p> <p>Power skirting shall be used for the installation</p> <p>Connection to electric reticulation of school.</p>
5.5.10	Liability	<p>A certificate of compliance (COC) shall be issued for the installation.</p> <p>All COC's to be handed to the PRINCIPAL of the school on practical completion of the project.</p>

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

5.6. PANELS

- 5.6.1 The units should be made of prefabricated panels that shall be easy to dismantle, transported in a three (3) ton truck and reassemble at a new site within seven (7) working days.

5.7. BASIC MATERIAL

- 5.7.1. Prefabricated panels that shall be easy to dismantle and transport in a three (3) ton truck.
- 5.7.2. All steel components to be manufactured from mild steel unless a different type is specified.
- 5.7.3. All mild steel components to be galvanized or coated with corrosion preventive paint.
- 5.7.4. All doors to be manufactured in Chromadek.
- 5.7.5. All window frames to be made of aluminum/steel and glazed with 6.34mm clear laminated glass.
- 5.7.6. All inside lights should be double fluorescent light fittings (1,2m) complete with one switch per room unless a different one is specified.
- 5.7.7. Electrical distribution boards to be mounted inside, behind the door of the classrooms, kitchen, office, admin block and ablution facilities.
- 5.7.8. All door frames to be made of aluminum and or steel.

5.8. EXTERIOR AND INTERIOR WALL PAINT

- 5.8.1. Chromadek finish (0.5mm) on both internal and external (white or similar approved)
- 5.8.2. Insulation: 40mm high density foam (polyurethane).

5.9. ROOFS

- 5.9.1. Full hard galvanized IBR sheets (0.5mm) or suitable reflective chromadek roofing.

5.10. CEILINGS

- 5.10.1. White or similar approved chromadek ceiling with 50 mm polystyrene insulation.

5.11. FLOOR COVERING

- 5.11.1. Vinyl tiles (industrial quality) (grey or similar approved).

5.12. CIVIL WORKS (SITE PREPARATION)

- 5.12.1. The required site leveling and preparation shall be accommodated for each immovable unit installed as required.

5.13. ELECTRICAL WORKS

- 5.13.1. The electrical supply to the movable units shall be provided from the nearest supply.
- 5.13.2. The contractor shall perform a load study and submit it to the client's electrical engineer for approval.
- 5.13.3. In order to determine whether there is sufficient capacity on the existing electrical supply to cater for the movable units, the contractor shall install load loggers at the main supply point for at least seven days including peak and off-peak periods. The contractor shall submit the report of this study to the client's electrical engineer for review.
- 5.13.4. The contractor shall submit the electrical reticulation design to the client's electrical engineer for approval.
- 5.13.5. The contractor shall perform earthing and lightning protection (if applicable after conducting a lightning study).

5.14 TRANSPORTATION COST

- 5.14.1. Rate per kilometer of transporting movable units to destination to be included in pricing.
- 5.14.2. The base will be Nelspruit or factory of production, whichever is the shortest distance to the destinations or point of supply.
- 5.14.3. The shortest distance between the sites and Nelspruit or the base must be claimed unless a unit is relocated between sites and the actual distance must be claimed.

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5.15. INSTALLATION ON SITE (ASSEMBLY, ELECTRICAL, WATER AND SEWERAGE CONNECTION WHERE APPLICABLE)

5.15.1. The cost of the installation of the movable units to be included in the pricing.

5.15.2. Excavate, trench up to 1.0m depth, supply, lay and backfill armored cable from connection point to the movable unit.

5.15.3. Excavate, trench up to 1.0m depth, supply, lay and backfill 25mm diameter HDPE Class 12 water pipe from connection point to the movable unit.

5.15.4. Excavate, trench up to 1.0m depth, supply, lay and backfill 110mm diameter uPVC sewer pipe from connection point to the movable unit.

The excavation for the electrical cables shall be done in a way that there is no damage to the existing underground services.

The contractor shall be liable for any damage to the existing underground services.

5.16. ESTABLISHMENT OF A NEW SCHOOL THROUGH MOVABLE UNITS

5.16.1 SEWAGE AND WATER

5.16.1.1 MATERIALS, PIPES, FITTINGS AND JOINTS

In any drainage installation, any type of joint between pipes or between such pipes and fittings shall:

- a) Be appropriate to and compatible with the materials of which such pipes and fittings are made,
- b) Remain watertight in accordance with the requirements of Clause 4.24 of SANS 10400-P: 2010 (Edition 3) under normal working conditions, or where there might be any differential movement between such pipes and any building or ground or other construction forming part of the drainage installation, and
- c) Be able to withstand an internal water pressure of 50 kPa and an external water pressure of 30 kPa without leaking.

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5.16.1.2 SANITARY FIXTURES

Any sanitary fixture shall be made of impermeable, non-corrosive material, shall have a smooth and readily cleanable surface and shall be so constructed and fitted as to discharge through a trap into a soil pipe or waste pipe, as the case might be.

The water supply outlet to any waste fixture shall be situated not less than 20 mm above the flood-level rim of such fixture.

5.16.1.3 TOILET PANS

5.16.1.3.1. Toilet pans shall:

- a) comply with the relevant performance requirements of SANS 497, and
- b) have a horizontal outlet spigot connected to a soil pipe by means of an adaptor which slopes downwards towards the soil pipe at a gradient of not less than 1:40.

5.16.1.3.2. Any toilet pan of the pedestal type shall be manufactured as a single unit. Where such pan is installed in such a position that the joint between its outlet spigot and the soil pipe into which it discharges is connected; such pan shall be installed in such a manner that there is access to such joint.

5.16.1.3.3. Any toilet pan of the wall-mounted type shall be manufactured as a single unit and shall be so constructed that such pan can:

- a) be firmly attached to a wall, or
- b) be rigidly supported by a bracket.

5.16.1.3.4. Any toilet pan of the squat type shall be manufactured in two parts where the joint between the upper and lower parts is situated above the normal level of the water seal in the trap of such pan.

5.16.1.3.5. Any toilet pan shall be served by its own separate flushing device.

5.16.1.3.6. Any seat associated with any toilet pan shall have a smooth non-absorbent surface and shall be held in place by fasteners made of corrosive-resistant material.

5.16.1.4 URINALS

5.16.1.4.1 Any urinal shall be:

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- a) of either one or more slabs, or
- b) a stall, trough, bowl or other suitable receptacle which shall have a smooth and readily cleanable non-absorbent surface.

5.16.1.4.2. Where a slab or trough-type urinal is provided, a 600 mm length of such slab or trough shall be deemed to be equivalent to one urinal stall or bowl.

5.16.1.4.3. Any urinal or group of urinals shall, be provided with a user activated flushing device; provided that this requirement shall not apply with regard to any urinal that is specifically designed and constructed as a flushing urinal.

5.16.1.4.4 Any urinal shall be so designed and installed that all of the surfaces within its perimeter, from a distance of not more than 100 mm below the outlet of its flushing device, are cleaned by the water discharged from the device.

5.16.1.4.5 When any urinal is made of stainless steel, it shall be made as a single unit and be so constructed that:

- a) Any weld shall have a degree of corrosion resistance not less than that of the parent metal,
- b) Any crevice on the exposed side of joints shall be filled with weld metal, and
- c) Any removable corner shall be attached by means of a corrosion-resistant fastener.

5.16.1.4.6 The channel fitted to any slab or stall-type urinal shall be graded with a fall of not less than 1 in 100 and the outlet to this channel shall:

- a) Serve not more than 4,8 m of slab urinal, or eight stall units, and
- b) Be provided with a trap, which shall be provided with a corrosion-resistant grating designed to retain solid matter without obstructing the flow of liquids; provided that any such grating shall not be installed in the case of any trap which serves any siphonic urinal.

5.16.1.4.7. All joints between any parts of a urinal shall be urine resistant and watertight.

5.16.1.4.8. Any urinal of the wall-mounted type shall be so constructed that it shall:

- a) discharge by gravity;
- b) have the following minimum dimensions:

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- a vertical distance of 300 mm from the outlet of the bowl to the lowest point of discharge of flushing water into the urinal;
 - an external width of 300 mm at the widest point; and
 - a horizontal distance of 230 mm from the front of the lip to the wetted face immediately opposite the centre point of such lip,
- c) be manufactured as a single unit, and
- d) where it is a urinal flushed by wash-down action, be provided with a separate trap, or where it is flushed by siphonic or jet action, an integral trap.

5.16.1.4.9. A urinal may have dimensions less than those contained in 5.2.4.1 if a trapped floor drain is installed in the same room.

Any flush less urinal shall:

- a) be constructed of inert material with a smooth finish and a high resistance to water absorption;
- b) Be so constructed that the inner surface of any bowl and outlet is smoothly curved to ensure that the flow of urine into the trap is unimpeded and cannot pond in the urinal, and
- c) Have waste fittings and discharge piping made of plastics material or other inert material resistant to corrosion.

5.16.1.5. CONNECTORS FOR TOILET PANS

5.16.1.5.1. The connector which is used to connect the outlet spigot of a toilet pan to a soil pipe shall either:

- a) comply with the requirements of SANS 4633, and
- b) not permit any leakage of soil water at the joint,
- c) have a maximum water absorption of 2 % and be sufficiently flexible to accommodate any surface irregularities or dimensional variations between such spigot and pipe.
- d) The inner surface of the connector shall be smooth, and it shall not be of the concertina type or such as will allow the collection of soil within the connector.

5.16.1.6. PAVING

This section covers the specifications for paving of roadways, walkways and other areas

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with precast concrete segmental blocks laid closely together, the joints between the units being filled with a jointing sand.

General

The block units as supplied shall be free from cracks that detract from their general appearance. At the point of manufacture, no unit shall have any chip of dimension exceeding 15mm or covering more than 3% of the periphery of the surface that is intended to be exposed. No unit shall have any protuberance of height exceeding 3mm.

The surface texture and colour of the units shall fall within the range of texture and colour represented by the manufacturer's approved samples. The colour shall penetrate to a depth of at least 5 mm below the wearing surface of each unit and the coloured layer shall be integrally bound to the body of the unit.

5.16.1.7 CLASS, STRENGTH, AND TYPE.

5.16.1.7.1 Class 25 blocks when tested in accordance with 7.4.1 of SANS 1200MJ, shall have an average wet strength of at least 25 MPa and individual blocks shall have a wet strength of at least 20MPa.

Except when the blocks are:

- a) required for paving subject to wheel loads exceeding 30kN (see 5.6.2 of SANS 1200MJ); or
- b) required in terms of the project specification to be of Class 35 and are so scheduled; or
- c) required to comply with both (a) and (b) above, the blocks used shall be of Class 25.

Blocks shall be of the type (S-A, S-B or S-C) scheduled or given on the drawings or required in terms of the project specification, as applicable, and shall comply with the relevant requirements of SABS 1058).

5.16.2.2 KERBS AND CHANNELS.

Kerbs and channels shall comply with the relevant requirements of SABS 927 and, when applicable, SABS 1200 MK and shall be as shown construction drawings issued.

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The unit of measurement shall be the meter (m). The rate shall cover the supply of all precast items, including transporting, loading, laying and jointing (including all expansion joints and sealer), excavation for all requirements, cast-in-situ concrete foundation, including mixing, laying, float finishing, setting out kerb and channel, all supervision, plant, testing, labor, equipment, materials, protection and incidentals necessary to complete the work as specified.

5.16.2.3 SAND FOR BEDDING AND JOINTING.

Sand for bedding and jointing shall be free from substances that may be deleterious to blocks. In addition, the grading of the sand shall conform to that given in (a) or (b) below, as applicable, except that, where evidence satisfactory to a Professional Engineer has been provided and approval thereof has been granted in writing by the Professional Engineer of the successful previous use of sand having another grading, sand of such other grading may be used.

a) Bedding sand

Nominal sieve size (mm)	% Passing
9.52	100
4.75	95-100
2.36	80-100
1.18	50-85
0.600	25-60
0.300	10-30
0.150	5-15
0.075	0-10

b) Jointing sand shall pass a 1,18mm sieve and shall contain 10-50%(m/m) of material that 0,075 mm sieve.

5.16.2.4 PLANT

GENERAL

Plant that is operated on or over block units that have been laid shall be such that it does not cause damage to or disturbance of the units.

5.16.2.4.1 ROLLER

Roller shall be light (2-4 t) vibratory roller or, where so required, a heavy pneumatic-tyred roller.

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5.16.2.4.2 MECHANICAL COMPACTOR

A mechanical compactor such as a flat-plate vibrator of high frequency and low amplitude, will be acceptable provided that it produces;

- a) for units of thickness exceeding 80 mm, a centrifugal force of 16-20 kN at a frequency of 65-100 HZ on a plate area of 0,35-0,5 m² (i.e. sufficient to cover at least 12 block units); or
- b) for units of thickness not exceeding 80mm, a centrifugal force of 7-16 kN at a frequency of 65-100 Hz on a plate area of 0,2-0,4 m² (i.e. sufficient to cover at least 10 block units).

5.16.2.5. CONSTRUCTION PREPARATION (NEW WORK)

General

Where the paving is to be laid on newly constructed earthworks or on an existing subgrade that is too low, the subgrade and sub-base shall be constructed in accordance with the requirements of SABS 1200 DM and SABS 1200 ME, respectively, and shall conform to the tolerance requirements of 6.2 of SANS 1200MJ.

5.16.2.5.1 DEPRESSIONS

Depressions shall be filled with material that has the physical properties specified for subbase material in SABS 1200 ME, and the material shall be compacted to 98 % of modified AASHTO maximum density. Bedding sand shall not, under any circumstances, be used for this purpose.

5.16.2.5.2 FALL AND LEVEL

The top of the subbase shall be so constructed that surface water cannot pond and shall have a longitudinal fall of at least 1 % and a transverse fall of at least 2 %. The level after compaction shall be the designated level of the top of the subbase *plus minus* 10 mm [see 6.2(b) of SANS 1200MJ].

5.16.2.5.3 EXISTING SUBBASE SUBSTANDARD OR TOO HIGH (SUBSTANDARD LAYERS)

Substandard layers and soft and unstable areas in the subbase (or subgrade or formation, as applicable) shall be replaced or strengthened as specified in 5.1.2.2 or 5.1.2.3 of SANS 1200MJ, as applicable.

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5.16.2.5.4 SUBBASE NOT STABILIZED

Any portion of an existing subbase that has not been stabilized and is too high shall be lowered, harrowed, and reconstructed to such depth that, after compaction, the subbase layer is of the same standard and thickness throughout or it shall comply with the requirements of the project specification and, in addition, the fall and level after compaction shall comply with 5.1.1.3 of SANS 1200MJ.

5.16.2.5.5 STABILIZED SUBBASE

Any portion of an existing stabilized subbase that is too high shall be lowered, harrowed, and reconstructed to such depth that, after compaction, the subbase layer is of the same standard and thickness throughout or it shall comply with the requirements of the project specification and, in addition, the fall and level shall comply with 5.1.1.3 of SANS 1200MJ. Depressions created while lowering a stabilized subbase shall be filled with stabilized subbase material and compacted to form a subbase of at least the same standard as that of the existing stabilized subbase.

Alternatively, in the case of depressions of depth greater than 50mm, concrete having a 7-d cube strength of at least 5 MPa shall be used. The fall and level after compaction shall comply with 5.1.1.3 of SANS 1200MJ.

5.16.2.5.6 EDGE RESTRAINTS

Edge restraints consisting of kerbs or channels (see 3.2 of SANS 1200MJ) or other approved edge strips, as scheduled or given on the drawings, shall be constructed on the subbase (or other specified formation) before any units are laid.

5.16.2.5.7 PLACING AND COMPACTING OF SAND BED

Bedding sand shall be spread over the subbase and evenly screeded in the loose condition to achieve a compacted thickness of stated in the as SANS standards. When the sand is spread, its moisture content shall be as stated in the SANS standards The sand bed shall be laid slightly in advance of the placement of the units but only to the extent that the area of pavement can be completed on the same day. Where the sand bed is accidentally compacted before the units are laid, it shall be raked and evenly rescreeded in a loose condition.

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5.16.2.5.8 LAYING OF UNITS

The principal lines of the paving unit pattern as laid shall be as specified in the project specification or given on the drawings, and as agreed with the Engineer before laying commences. If the said principal lines are not so specified, given, or agreed, the units shall be laid in a herringbone pattern if the block shape permits and, where units cannot be so laid, they shall be laid with the long axis at right angles to the line of traffic. Except where curved patterns are required, the lines of the unit pattern shall be visually straight and parallel to major kerbs or buildings or other structures, as most appropriate and as approved. Where appropriate, lines shall be set up at right angles to each other to control the alignment of the units. Joint widths shall be between 2 mm and 6 mm. Whole units shall be laid first. Full depth closure units of special size or cut or part units split from whole units, shall be fitted into gaps around the perimeter and around service installations such as manholes. Where plant must be moved over an uncompacted newly laid pavement, boards shall be laid to prevent disturbance of the units.

5.16.2.5.9 FILLING GAPS IN UNIT PATTERN

Each gap where a closure unit cannot be used, shall be filled, after thorough pre-wetting of all units bounding the gap, with concrete that has a 24 h cube strength of at least 15 MPa and contains aggregate of maximum nominal size of 99,5mm. Filling shall be kept to an absolute minimum and shall be to full unit depth in all cases. The concrete shall be cured for at least 24 hrs by covering it with moist sand or approved plastics sheeting or hessian firmly held down at the edges. Where concrete is used for filling gaps, no compaction shall be carried out within 1 m of such filling until 24 hrs after the filling has been completed or until the specified cube strength of 15 MPa has been attained, whichever occurs first.

5.16.2.6 COMPACTION OF UNITS

General

The manner of compaction of units shall be such that damage to the units is prevented. At least two compaction passes shall be made over the paving as soon as practicable after laying, and before the introduction of any jointing sand. Compaction shall be completed to not closer than 1 m from any free edge. A uniform even surface shall be obtained over the paved area. Paving Subject to Wheel loads Exceeding 30 kN Paving that is likely, in terms of the project specification, to be

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subjected regularly to wheel loads exceeding 30 kN shall, after joint filling (See 5.7 of SANS 1200MJ) be finally locked up with at least five passes of a heavy pneumatic-tyred roller over the entire area of paving. The manner of compaction shall be as specified in 5.6.1 of SANS 1200MJ

5.16.2.7 DAMAGED UNITS

Damaged units shall be replaced and compacted before joint filling is carried out. No Traffic until Joints Filled. No vehicular traffic shall be allowed over the paving until all joints have been filled with solid (see 5.7 of SANS 1200MJ).

5.16.2.8 JOINT FILLING

The joints shall not be filled until all closure units have been inserted, all the necessary adjustments to line and level have been made and the pavement has been subjected to at least two passes of the compactor. Sand that complies with 3.3(b) of SANS 1200MJ shall be broomed into the joints until they are full, and sufficient passes of a plate compactor shall be made to settle the joint filling. The procedure shall be repeated until the joints remain full after compaction. On completion of compaction, all excess sand shall be broomed off and disposed of. Damage caused during compaction shall be made good by the Contractor at his own expense.

5.16.2.9 TOLERANCES

General

Paving as Laid. In addition to compliance with 6.2(c) of SANS 1200MJ, the finished surface of the paving shall, in the opinion of a Registered Engineer of which such opinion is in writing, present a regular and smooth appearance to the eye.

5.16.2.9.1 METHOD OF MEASUREMENT OF DEVIATIONS

Any deviation from flatness of a plane surface will be measured as the maximum deviation of the surface from any straight line of length 3 m joining two points on the surface, determined by means of a straight edge the ends of which are supported on identical blocks of suitable thickness placed over each of the points.

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5.16.2.9.2 FREQUENCY OF CHECKS ON SMOOTHNESS

The frequency of checks on smoothness carried out by the Contractor shall, in the case of roads, conform to the relevant requirements of Subclause 6.3 of SABS 1200 M and, where an area other than a road is being paved, a check shall be carried out on every 300 m² (max.) of area paved.

5.16.2.9.3 PERMISSIBLE DEVIATIONS

The permissible deviations shall be as given in Clause 6.2 of SANS 1200MJ or as stated in the project specifications.

5.16.2.10 TESTING

General Checking

The Contractor shall carry out sufficient checks to satisfy himself that the materials used, and the workmanship (construction, tolerance, and strength) attained comply consistently with the specified requirements. Checks will be carried out by the Engineer and the results made available to the Contractor.

5.16.2.10.1 STANDARD OF FINISHED WORK NOT TO SPECIFICATION

The Engineer may carry out such checks as he deems necessary at any point or at any depth or on any layer. Where the Engineer's checks reveal that the material used or that the construction or tolerance standard achieved does not comply with the applicable requirements of the specification, or that the compaction specified has not been attained, the Contractor shall so rectify the work that the materials, construction, and tolerance comply with the said requirements and the compaction specified is attained.

5.16.2.10.2 TRIAL SECTION

Commencing from at least one permanent edge restraint the first section of paving of length at least 20 m and of width approximately 6 m laid as part of the permanent paving will be regarded as a trial section for the purpose of assessing the Contractor's ability to produce a paving that complies with the applicable requirements of the specification. Full scale paving unit laying shall not commence until the trial section has been laid by the Contractor and approved by the Engineer. Subsequent laying operations shall be carried out using materials of at least the same quality and

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with the same standard of workmanship as in the approved trial section. The Contractor shall remove, at his own expense, any trial section that is not approved.

5.16.2.10.3 SUBBASE, FORMATION AND OTHER FOUNDATION LAYERS

The subbase, formation and other foundation layers shall be subjected to testing in terms of SABS 12C0 DM and SABS 1200 ME, as applicable.

5.16.2.10.4 BLOCKS

Wet Strength Test. The relevant test given in SABS 1058(a) shall be used to determine whether blocks comply with the requirements for wet strength given in 3.1 in SABS 1200MJ.

5.16.2.10.5 OTHER TESTS

Blocks shall be subjected to such other tests as are given in SABS 1058a) and in Precast concrete paving blocks: Specification).

5.16.2.10.6 CONCRETE FOR GAP FILLING

The concrete used for gap filling shall be subjected to testing in accordance with SABS 1200 G or SABS 1200 GA, as applicable.

5.16.2.10.7 KERBS, CHANNELS AND OTHER DEVICES

Kerbs, channels, and other devices used for edge restraints shall be subjected to testing in accordance with SAW 1200 MK.

5.16.2.10.8 PONDING

Where the Engineer is of the opinion that, notwithstanding compliance by the Contractor with the requirements of 5.16.1.6, ponding may occur on the finished surface, the Engineer may order the whole or any part(s) of the surface to be flooded with water to determine whether ponding will occur. Rectification of areas where ponding is found to occur shall be carried out by the Contractor at his own expense.

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

5.16.2.11 MEASUREMENT AND PAYMENT

Measurements and payments shall be in accordance with Clause no. 08 of SANS 1200MJ unless otherwise specified herein this tender document or project order issued.

5.16.3 EXTERNAL FENCING

This section covers the specifications for the security fencing.

The fence must conform to the following specifications:

- a) The minimum life span of installed fence shall be a minimum of 10 years prior to any maintenance being required.
- b) The fence must be with unobstructed views (as per the drawings / manufacturer's specifications)
- c) All steel materials shall be of good commercial quality, galvanized steel.
- d) All pipes shall be galvanized, one piece without joints. Furnish moisture proof caps for all posts.
- e) Zinc coating shall be smooth and essentially free from lumps, globs, or points.
- f) Miscellaneous material shall be galvanized.
- g) All HSF posts shall be set in, at minimum, 400 x 400 x 750 deep footing with a minimum of 25 MPa (28- day compressive strength) concrete and 19 mm aggregate unless otherwise stated in the project order / construction drawings issued or manufacturers specifications.

5.16.3.1 Description of Fence System

5.16.3.1.1 Post:

- Post shall taper at the end.
- Post shall be sealed with a UV stabilized polymer cap and fitted with, at minimum, a 12mm base pin or as specified in project order issued or construction drawings or manufacturers specifications.
- Post finish shall be Hot Dipped Galvanized, then Anti corrosion Bond Coated.

5.16.3.1.2 Panel:

- Angle pales shall be as specified in project order and / or construction drawings or Panel sizes shall be as specified in project order and / or construction drawings or manufacturers specifications.
- Manufacturers specifications.
- Spikes shall be cut to form "Spear heads."
- Panel and fixtures shall be galvanized then anti corrosion bond coated.

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

5.16.3.1.3 Base plate and bolts:

- Shall be welded onto, at minimum, a 12mm thick base plate or as specified in project order and / or construction drawings issued.
- And bolted with, at minimum, M16 x 105mm long grade 316 stainless steel “throughbolts” or as specified in project order and / or construction drawings or manufacturers specifications.

5.16.3.1.4 Post foundations:

- All gate posts shall be set in, at minimum, 500 x 500 x 900mm deep footing with a minimum 25 MPa (28-day compressive strength) concrete, 19 mm aggregate or as specified in project order / or construction drawings or manufacturers specifications.

-

5.16.4. ELECTRIFICATION

- 5.16.4.1. The Mpumalanga Department of Education will take all necessary measures to ensure that the proposed site is situated close to existing electrical infrastructure.
- 5.16.4.2. The contractor is responsible for making all necessary electrical supply applications to the municipality or Eskom.
- 5.16.4.3. The contractor shall undertake electrical designs and submit them to the Department electrical engineer for approval.
- 5.16.4.4. The contractor shall undertake electrical reticulation on site.

5.16.5 SECURITY

The contractor shall provide security during the project implementation phase.

5.16.6 SEPTIC TANKS

This section covers the specifications for septic tanks to be constructed as and when required. The project specific construction drawings containing, inter alia, all dimensional requirements for the septic tanks shall be contained in project order(s) issued where the installation of a septic tank is required.

GENERAL MATERIALS SPECIFICATIONS

5.16.6.1 CEMENT

Cementitious binders to be used in the works shall be common cement that complies with SANS 50197-1.

The cement shall be stored in weatherproof conditions and in such a manner that the oldest cement is to be used first.

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5.16.6.2 WATER

The water used shall be fit for drinking.

5.16.6.3 AGGREGATES

Both the coarse aggregates (stone) and the fine aggregate (sand) shall comply with the relevant requirements of SANS 1083. The coarse aggregate shall have a nominal size of 13 mm or 19 mm as specified in the scope of work.

5.16.6.4 ADMIXTURES

Admixtures may only be used in ready-mixed concrete supplied to the site.

5.16.6.5 REINFORCEMENT

Reinforcing bars shall comply with the relevant requirements of SANS 920

Welded steel fabric shall comply with the relevant requirements of SANS 1024

Steel shall be staked off the ground so as to prevent distortion and shall be protected from aggressive environments and contamination.

5.16.6.6 GRADE OF CONCRETE

The grade of concrete used in the works shall be as specified in the scope of works.

5.16.6.7 MASONRY CONSTRUCTION DETAILS FOR SEPTIC TANKS

Masonry septic tanks, which are located above any perched or permanent water table, shall be constructed in accordance with the requirements of SANS 2001-CC2, SANS 2001-CM1, SANS 2001-EM1 including the following:

5.16.6.7.1 Solid and hollow concrete and calcium silicate masonry units shall have a nominal compressive strength of not less than 10.5MPa and 7.0MPa respectively.

Burnt clay masonry units shall have a nominal compressive strength of not less than 14MPa and a water absorption of not more than 12%.

5.16.6.7.2 Excavations shall be deepened locally, where necessary, to remove soft spots.

5 Hard spots, wherever practicable, shall be removed.

4.16.6.7.3 Excessive excavations shall be avoided.

4.16.6.7.4 Excavations shall be kept free of surface water.

4.16.6.7.5 Shall discharge into French drains.

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

4.16.6.7.6 Be covered with a layer of soil of at least 150 mm thick and not more than 300 mm thick.

5.16.6.7.7 Be provided with a means of access in the form of an opening sized as per the construction drawing(s) issued, covered with a cast-iron manhole cover, for the purpose of emptying and cleaning.

5.16.6.7.8 Inlet pipe nominal diameter shall be 100 mm and a gradient of the last meter not steeper than 1:60.

5 Outlet pipe diameter shall be no less than 50 mm.

5.16.7. FRENCH DRAIN SPECIFICATIONS

General

As per Clause 4.8.9 of the SANS 10400-P: 2010 Edition 03, in situ percolation tests (as described below) shall be conducted on site. No French drain shall be constructed where the requirements of Clause 4.8.9 are not met, which includes, inter alia, where the percolation rates exceed 30 min.

The percolation test shall be carried out in a test pit which has been excavated to a depth proposed for the French drain. At the bottom of the test pit, a 300 mm x 300 mm square or 300 mm diameter hole of 350 mm depth shall be excavated. The test hole sides shall be roughened to provide a natural infiltration surface. Any loose material from the bottom of the hole shall be removed and replaced with a 50 mm thick layer of gravel to prevent soaking when the hole is filled with water.

The prepared hole shall be filled with water to a height of not less than 300 mm above its bottom and maintained at such level for a period of not less than four (04) hours. At the end of this period, the level of water shall be recorded, and the drop in level as the water soaks away over a subsequent period of 30 minutes shall be measured. Should the water drain away within the 30 minutes' period, the actual time taken for this to occur shall be measured.

The percolation rate shall be reported as the time taken in minutes for the water level to drop 25 mm. If a number of holes are tested, the average shall be recorded.

The constructed French drain which is to receive effluent shall:

5.16.7.1 Shall be constructed and located in a manner that it does not cause pollution of nearby water sources;

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5.16.7.2 Be so positioned that the foundation of adjacent buildings is not adversely affected by the French drain's discharge;

5.16.7.3. Shall not be less than 3 m from any building or boundary of the site on which it is located. The following requirements shall be complied to regarding the materials in the French drain:

5.16.7.4 The UPVC (unpressurized polyvinyl chloride) pipe used as an inspection pipe shall comply to the requirements of SABS 966 Part 01 and shall be SABS certified.

5.16.7.5. The pipes discharging into the French drain shall be open – jointed or perforated

5.16.7.6. The French drain shall not be deeper than 1.80 meters. The top and infiltrative surfaces of the French drain shall be protected by means of a polyester filter fabric. A topsoil layer of between 100 mm and 150 mm shall be placed on top of the French drain over the impermeable covering. The final dimensional requirements of the French drain shall be as per instruction from the Department.

5.17. **MAINTENANCE**

The prospective service provider is required to perform maintenance on the movable units. Prior approval from the Department of Education, Infrastructure Directorate is necessary for both preventive and corrective maintenance visits to the site.

The maintenance tasks shall include, but not be limited to:

5.17.1 **Preventative maintenance**

5.17.1. The prospective service provider shall conduct roof inspection on the movable units in accordance to Mpumalanga Department of education's maintenance schedule.

5.17.2. The prospective service provider shall perform gutter and drain clearance on the movable units in accordance to Mpumalanga Department of Education's maintenance schedule.

5.17.3. The prospective service provider shall conduct structural inspection on the movable units in accordance to Mpumalanga Department of Education's maintenance schedule.

5.17.4. The prospective service provider shall conduct foundation inspection on the movable units in accordance to Mpumalanga Department of Education's maintenance schedule.

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

- 5.17.5. The prospective service provider shall perform flooring inspection on the movable units in accordance to Mpumalanga Department of Education's maintenance schedule.
- 5.17.6. The prospective service provider shall perform wall and ceiling inspection on the movable units in accordance to Mpumalanga Department of Education's maintenance schedule.
- 5.17.7. The prospective service provider shall perform plumbing inspection on the movable units in accordance to Mpumalanga Department of Education's maintenance schedule.
- 5.17.8. The prospective service provider shall perform Heating Ventilation and Air Conditioning
 - a. (HVAC) system inspection on the movable units in accordance to Mpumalanga Department of Education's maintenance schedule.
- 5.17.9. The prospective service provider shall conduct electrical wiring inspection in accordance to Mpumalanga Department of education's maintenance schedule.
- 5.17.10. The prospective service provider shall carry out lighting maintenance on the movable units in accordance to Mpumalanga Department of Education's maintenance schedule.
- 5.17.11. The prospective service provider shall perform utility inspection (water and sewer) in accordance to Mpumalanga Department of Education's maintenance schedule.

5.18.2 Corrective Maintenance:

- 5.18.2.1 The prospective service provider shall conduct roof repairs on the movable units when required.
- 5.18.2.2 The prospective service provider shall carry out structural repairs on the movable units when required.
- 5.18.2.3. The prospective service provider shall undertake door and window repairs/replacement when required.
- 5.18.2.4. The prospective service provider shall undertake flooring repairs on the movable units when required.
- 5.18.2.5 The prospective service provider shall conduct HVAC system repairs on the movable units when required.
- 5.18.2.6 The prospective service provider shall conduct plumbing repairs on the movable units when required.
- 5.18.2.7 The prospective service provider shall carry out electrical wiring repairs on the movable units when required.

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

5.18.2.8 The prospective service provider shall perform lighting repairs on the movable units when required.

5.18.2.9 The prospective service provider shall perform utility repairs (Water and sewer) required.

5.19. WARRANTY

The prospective service provider shall provide a description of warranty of workmanship and materials and equipment against defect under normal service.

5.20. RELOCATIONS

5.20.1. The cost to dismantle an existing unit and load for transportation.

5.20.2. The rate per kilometer to destination.

5.20.3. The cost to reinstall a unit on a new site.

5.21. DISPOSAL

5.21.1 The appointed service provider will be tasked with the secure and environmentally responsible disposal of mobile units designated by the department for decommissioning and disposal at a disposal site of their own choice.

5.21.2 The service provider is expected to dismantle an existing obsolete unit and prepare it for transportation to its destination

5.21.3 The service Provide is expected to sign a collection notes on site as proof of collection of the units to disposed

5.21.4 The service provider will be expected to dispose of the waste in accordance with the legislation governing waste management in South Africa, which is currently regulated by various pieces of legislation, such as the National Environmental Management: Waste Act (NEMWA) No. 59 of 2008, and other relevant regulations and guidelines.

5.22. DISPOSAL

The tendered rate shall be inclusive of the following:

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- 5.22.1 The complete dismantling, removal, transportation and disposal of the mobile unit including all associated fixtures, fittings and ancillary items (e.g. plumbing, electrical connections, furniture etc.), including labour, equipment, materials, permits and the compliance with local regulations.
- 5.22.2. Site Restoration, which includes clearing and levelling the site after removal, ensuring no debris or hazardous materials remain and that the site where the mobile unit was located is left in a clean and safe a condition.
- 5.22.3. The disposal of mobile units shall be carried out with full compliance with all applicable legislative provisions. The choice of disposal site shall be the Service Provider's prerogative. No additional costs over and above the tendered rate shall be entertained in this regard.

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

SECTION B: BIDDING PROCESS IN TERMS OF PPPFA

6. BID EVALUATION METHODS

6.1 General

The contract shall be awarded in terms of the Preferential Procurement Policy Framework Act (Act 5. of 2000). The Department shall evaluate the bid in terms of compulsory briefing session, returnable documents, functionality, as well as 90/10 preference point system.

6.2 Evaluation stages

6.2.1. The Bid Evaluation Committee (BEC) members shall individually evaluate the responses received against the following:

6.2.2. compulsory briefing session (only bidders who attended the briefing session and appear in the attendance register will be considered)

6.2.3. Evaluation in terms of Compulsory returnable documents.

6.2.4. Evaluation in terms of Functionality criteria and in terms of the preference point system.

7 . Stage

7.1. Evaluation in terms of Compulsory briefing session

Information about a compulsory briefing session will be advertised in the Provincial Tender Bulletin. All prospective bidders are obliged to attend the said briefing session in order to be informed and to become fully acquainted with the requirements of this bid. Only service provider/s who attended the briefing session will be considered for the bid.

7.2. Compulsory returnable documents

The required information should be submitted in the templates for both the compulsory and supporting returnable documents.

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

Clearly indicate with a **YES** or **NO** on whether the following compulsory returnable documents are attached or not. Where a **YES** or **NO** answer is not applicable, indicate as such with a **N/A**. Each bid shall comprise of a clearly indexed proposal as follows:

Section A	Compulsory Returnable Documents	Attached Yes/No/N/A
a.	Invitation to Bid (SBD 1) must be fully completed.	
b.	Fully completed Pricing Schedule.	
c.	Fully completed SBD4 (Bid disclosure).	
d.	Fully completed SBD 6.1 (Preference Claim Certificate).	
e.	A Valid Pin Letter from SARS. Failure to submit a Valid Pin Letter, your submitted bid proposal will be considered non-responsive and shall be invalidated or disqualified and not considered further for evaluation. Tax status must remain compliant for the duration of 90 days after the closure of the bid.	
f.	<u>Originally certified copies</u> of CIPRO / CIPC Company registration documents, share certificates indicating each director's percentage as a shareholding. The date on certificate must not be older than three (3) months as at the closing date of the bid	
g.	Original or a certified copy of an agreement and a resolution by each party if the bidders are in a joint venture/consortium/partnership. The date on the certified copies must not be older than one (1) month as at the closing date of the bid. If the bidder is not in a venture/consortium/partnership, this section is not compulsory.	
h.	Certified copies of identity documents/valid passports and work permits(if not SA citizen) of all the directors of the company. The date on the certified copies must not be older than one (1) month as at the closing date of the bid.	
i.	Proof of VAT registration in the bidder is VAT registered	
j.	Letter of good standing, issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act, 1993. The Certificate must be valid as at the closing date of the bid. A letter of intent will not be accepted and will lead to automatic disqualification.	
k.	A detailed copy of Central Supplier Database (CSD) printout/ report. The National Treasury Instruction No. 4 of 2016/17 requires service providers, including bidders, to register on the Central Supplier	

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

Section A	Compulsory Returnable Documents	Attached Yes/No/N/A
	Database (CSD). Compulsory returnable documents together with the reports from the CSD will be used in order to verify bidders' information and compliance to the requirement including: <ul style="list-style-type: none"> i. Company registration ii. Directorship, shareholding, trusteeship and membership iii. Bank account holder details iv. State employees' status v. Tax compliance status vi. Identity information, etc. 	
I.	CIDB Registration letter that shows the Bidder's CRS no	

All bid documents must be securely bound and initialed on each page except file dividers

NB: BIDDERS WHO FAIL TO ATTACH ANY OF THE COMPULSORY DOCUMENTS AS LISTED ABOVE WILL BE DISQUALIFIED.

7.3 Supporting Returnable Documents

Section A	Supporting Documents	Attached Yes/ No
a.	A total of 10 points for specific goals is allocated on a proportional basis to enterprise owned by historically disadvantaged persons or individuals. For an enterprise that is owned or has disabled person(s) as Directors, must attach a copy of confirmation from a Professional Medical Officer registered with the Health Professions Council of South Africa (HPCSA). Attach copy of Corporate Social Investment (CSI) or Social Labour Plan proposition.	
b.	Curriculum Vitae (CVs) for key personnel. Each of the CV submitted for the key personnel shall include the following: <ul style="list-style-type: none"> - Certified copy of qualification(s). The date on the certified copies must not be older than one (1) month as at the closing date of the bid. 	

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

Section A	Supporting Documents	Attached Yes/ No
	<ul style="list-style-type: none"> - Copy of Professional registration certificate(s) - Work experience details. 	
c.	Competency and track record (Company) Evidence of experience in the supply and installation of movable units (i.e. movable classrooms, admin block, offices, kitchen and ablution facilities) and basic services (i.e. site works, connection of electricity, sewer, water supply, relocation and septic tank construction). In a form of an appointment letter/contract or purchase order together with a confirmation letter from a relevant institution signed by the Accounting Officer/Accounting Authority thereof:	
d.	<p>Proof of availability of the appropriate plant and equipment in the form of either:</p> <ul style="list-style-type: none"> - Certified copies of registration documents for own plant and equipment, including certified copies of vehicle roadworthy certificates. The date on the certified copies must not be older than one (1) month as at the closing date of the bid. <p>OR</p> <ul style="list-style-type: none"> - Original or certified copy of lease intent letter, containing the bidder and the lessor's details, or the original or certified copy of lease agreement entered by lessor and the lessee. For submitted certified copies addressing this item, the date on the certified copies must not be older than one (1) month as at the closing date of the bid. 	
e.	<p>Appropriateness of Implementation Plan</p> <p>Provide a detailed proposal / methodology clearly stating how the bidder plans to coordinate the entire project. This includes provision of a detailed proposal / methodology with a preliminary Works Programme / schedule stating clear deliverables and realistic timeframes on how the bidder will undertake</p>	
f.	Submission of an original letter from an accredited financial institution confirming that the bidder already has revolving credit, overdraft or cash. Original letter should be submitted.	

NB: BIDDERS WHO FAIL TO ATTACH ANY OF THE ABOVE LISTED DOCUMENTS WILL SCORE ZERO (0) FOR THE ITEM.

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

BIDDERS ARE FURTHER ADVISED:

- a) To firmly secure bind their document(s) preferably into a single document to avoid loss of pages/information (*viz. all documents should be assembled and joined together by means of an adhesive or other binding mechanisms along the spine edge, such that there are no loose documents*); and
- b) All bid documents must be securely bound and initialed on each page except file dividers

7.4 Stage 2

Phase 1: Evaluation in terms of Functionality

Points allocated for functionality are 100, and members of the Bid Evaluation Committee (BEC) will strictly evaluate the bid by verifying all documents submitted by bidders and score responsive bids under the following functionality criteria:

Criteria For Functionality	Sub-weight	Weight
QUALIFICATIONS, SKILLS AND EXPERIENCE OF PROJECT KEY RESOURCES		
<u>Qualifications of key personnel</u>		
Designer (Civil) – NQF level 7 or above in Civil Engineering (2 points)	2	
Designer (Electrical) – NQF level 7 or above in Electrical Engineering (2 points)	2	
Environmental Professional – NQF Level 7 or above in Environmental studies or similar (2 points)	2	
Site Agent – National Diploma in the Built Environment (or equivalent in terms of the National Qualifications Framework (NQF) levels, or better) (2 points)	2	
Site Foreman – National Diploma in the Built Environment		

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(or equivalent in terms of the National Qualifications Framework (NQF) levels, or better) (2 points)	2	
Plumber- NQF level 3 plumbing Trade certificate (2 points)		
<u>Professional Registration of key personnel</u>	2	
Designer (Civil) – Registered with the Engineering Council of South Africa as either a Professional Engineering Technologist (Pr. Tech Eng) or Professional Engineer (Pr. Eng) in Civil Engineering (2 points)	2	
Designer (Electrical) – Registered with the Engineering Council of South Africa as either a Professional Engineering Technologist (Pr. Tech Eng) or Professional Engineer (Pr. Eng) in Electrical Engineering. (2 points)	2	34
Environmental Professional) – Registered with the Engineering Council of South Africa as either a Professional Engineering Technologist (Pr. Tech Eng) or Professional Engineer (Pr. Eng) in Electrical Engineering. (2 points)	2	
Site Agent – Professional registration certificate corresponding with the Site Agent's qualification. (2 points)	2	
Site Foreman – certified proof of trade test. (2 points)	2	
<u>Relevant Experience of key personnel</u>		
Designer (Civil) – Five (05) years engineering design experience in general building. (2 points)	2	

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

<p>Designer (Electrical) – Five (05) years engineering design experience in general building. (2 points)</p>	2	
<p>Site Agent – Five years' experience on projects of a similar nature to the broad scope of this bid (2 points)</p>	2	
<p>Environmental certificate – five (5) year experience (2 points)</p>	2	
<p>Site Foreman – Five years' experience on projects of a similar nature to the broad scope of this bid (2 points)</p>	2	
<p>Plumber- Five years' experience on projects of a similar nature to the broad scope of this bid (2 points)</p>		
<p><i>All copies of documents (viz qualifications and professional registration certificates) should be certified.</i></p> <p><i>For this sub-item of 'relevant experience of key personnel', bidders are required to submit curriculum vitae (CVs) for the key personnel detailing, inter alia, project details and the experience of the key personnel.</i></p>		
<p>COMPETENCY AND TRACK RECORD (COMPANY)</p> <p>Evidence of experience in the supply and installation of movable units and basic services (i.e. site works, connection of electricity, sewer, water supply, relocation and septic tank constructions). In a form of an appointment letter/contract or purchase order together with a confirmation letter from a relevant institution signed by the Accounting Officer/Accounting Authority thereof:</p>		

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

<p><u>Number of Mobile Units supplied and installed by the bidder in the past five years</u></p> <p>01 to 50 Mobile Units = 2.5</p> <p>51 to 100 Mobile Units = 5</p> <p>101 to 150 Mobile Units = 7.5</p> <p>151 Mobile Units + = 10</p>	10	10
<p><u>RELEVANT EXPERIENCE OF COMPANY IN THE PAST 5 YEARS</u></p> <p>Points will be awarded proportionally with the highest points awarded to the bidder with an order amounting to R50 million or above in a particular financial year.</p> <p>10 points awarded to a bidder with order amounting or above R50 million in a period of 12 months within the past 5 years</p> <p>Any orders below the sum R50 million accumulated in a year shall be calculated as follows:</p> <p>$(a/50) \times 10$</p> <p>A= sum in a 12 months period</p> <p><i>For this sub-item of 'relevant experience of company in the past 5 years', bidders are required to submit project orders/ appointment letters and completion certificates</i></p>	10	10
<p>PLANT AND EQUIPMENT</p> <p>Proof of availability of the following appropriate plant and equipment:</p> <p>1) Excavator/TLB/Front loader = 1</p> <p>2) Tipper truck = 1</p> <p>3) Water tanker = 1</p> <p>4) Roller (Compactor) = 1</p>	8	8

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

<p>5) Concrete mixer = 1 6) Generator = 1 7) Bakkie = 1 8) Movable units' delivery truck = 1</p> <p>NB: Proof of availability of the appropriate plant and equipment should be in the form of the following:</p> <ul style="list-style-type: none"> - Copies of registration documents for own plant and equipment, including certified copies of vehicle ownership certificates. <li style="text-align: center;">or - Copy of lease intent letter. 		
<p>APPROPRIATENESS OF IMPLEMENTATION PLAN</p> <p>Provide a detailed proposal / methodology clearly stating how the bidder plans to coordinate the entire project. This includes provision of a detailed proposal / methodology with a preliminary Works Programme / schedule stating clear deliverables and realistic timeframes on how the bidder will undertake the following:</p> <p>1) Supply and installation of movable units, and the provision of basic services (site works, connection of electricity, sewer, water supply etc.), septic tank construction as well as the relocation of movable units.</p> <p><u>To address the above item, bidders are required to submit a Method Statement which will be scored as follows:</u></p> <ul style="list-style-type: none"> - Method statement detailing, at a minimum, how all the activities associated with the procurement, supply, delivery and installation of the movable units will be carried out to comply with the requirements of clauses 3 and 4 of this tender document, as well as how the bidder intends to successfully carry out the relocation of mobile 		<p style="text-align: center;">30</p>

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

<p>units from one education facility to another when requested in writing by the Department. Failure to address these requirements in the bidder's submitted method statement will result in zero (0) points for this part.</p>	10	
<p>2) Establishment of a 'small school' comprising movable units inclusive of all the site works and service connections (electricity, sewer, water supply etc.)</p> <p><i>NB: The concept of 'small school' shall be for a primary school as defined in the South African Schools Act (Act 84 of 1996), Regulations relating to minimum Uniform Norms and Standards for Public School Infrastructure. The 'small school concept assumed herein for evaluation purposes shall comprise movable units of 08 classrooms, 04 ablution facilities, an administration block, and shall also contain all other ancillaries characteristic of a typical school (i.e. kitchen, fencing, block paving, septic tank etc.).</i></p> <p><u>To address the above Item, bidders are required to submit a Method Statement and a Preliminary Works programme which will be scored as follows:</u></p> <p>- Method statement detailing, at minimum, how all the activities associated with the establishment of the small school will be carried out. This should include full description of works and activities required, roles and responsibilities as well as health and safety risks associated and the mitigations thereof, all in accordance with the specifications stated in Clause 4.16 of this tender document. Failure to address these requirements in the bidder's method statement will result in a zero (0) scoring for this part.</p> <p>3) Preliminary works program detailing all the activities associated with the establishment of a</p>	10	

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

<p>'small school.' These activities are to be detailed in a logical order with realistic timeframes. Failure to address these requirements in the bidder's Preliminary Works Programme will result in a zero (0) scoring for this part.</p> <p><i>NB The implementation plan must be submitted together with the bid, However the Bidder <u>MAY</u> be called to present the submitted plan to the evaluation committee.</i></p>	10	
<p>Submission of an original letter from an accredited financial institution confirming that the bidder already has revolving credit, overdraft or cash. Original letter should be submitted</p> <p>R 5 000 000 and above revolving credit, overdraft or cash = 8</p> <p>R 3 500 000 and above revolving credit, overdraft or cash = 6</p> <p>R 2 000 000 and above revolving credit, overdraft or cash = 4</p> <p>R 1 000 000 and above revolving credit, overdraft or cash = 2</p>		8

The points scored for functionality shall be calculated as follows:

- Each BEC member shall award points for each criterion on the score sheet.
- The assessment of functionality shall be done in terms of the above-mentioned evaluation criteria and minimum threshold of 70 points.
- All bidders who score the minimum threshold of 70 points or above shall advance to phase II of the bidding process.
- Bids/proposals that do not score the above specified minimum points for functionality shall be disqualified.

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7.5 Phase II: Points for specific goals

Only bids from phase 2 shall be evaluated further in terms of the 90/10 preference points system where 90 points will only be allocated for price and 10 points for the specific goals.

Evaluation in terms of the 90/10 preference point system

Points for price and specific goals on equity ownership:

Price	90
Specific goals on equity ownership	10

In terms of points for price (90): The lowest acceptable bid shall obtain the maximum percentage allocated for price. The other bids with higher prices shall proportionately obtain lower points. The final points for the selection of a preferred bidder shall be calculated as follows:

$$P_s = 90/10 \left[\frac{1 - P_t - P_{min}}{P_{min}} \right]$$

Where:

P_s = Points scored for comparative price of tender or offer under consideration

P_t = Comparative price of tender or offer under consideration and

P_{min} = Comparative price of lowest acceptable tender or offer

Note: The preference claim forms are part of the standard bidding document.

In terms of points for specific goals (10): A maximum of 10 points shall be awarded to a bidder(s) in respect of specific goals. These points will be added to those scored for price.

Equity ownership points will be in according to the generic scorecard below:

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Description	Points (90/10)
<i>Enterprises that are at least 51% black owned</i>	2
<i>Enterprises that are at least 51% women-owned</i>	2
<i>Enterprises that are at least 25% owned by disabled persons</i>	2
<i>Enterprises with at least a 25% ownership by youth</i>	2
<i>Corporate Social Investment (CSI) or Social Labour Plan proposition.</i>	2

7.6 Stage 3: Recommendations

The bidder(s) with the highest points shall then be recommended for appointment subject to section 2(1) (f) of the PPPFA:

- a) The needs of the MDoE in terms of its operations regarding the supply, installation and maintenance of movable units (i.e. movable classrooms, admin block, offices, kitchen and ablution facilities) and basic services (i.e. site works, connection of electricity, sewer, water supply, relocation and septic tanks installations).
- b) The service provider's overall ability to provide a service is characterized by quality, accuracy, speed and cost effectiveness.

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

8. SECTION C: GENERAL CONDITIONS OF CONTRACT (GCC)

Any appointment made is subject to the bidder(s) accepting the terms and conditions contained in the General Conditions of Contract (GCC) and Service Level Agreement (SLA). Both the GCC and SLA are in line with Treasury Regulation 16A, published in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

8.1 Compliance with compulsory guidelines (Act, Rules and Regulations)

- a. Supply, installation and maintenance of movable units (i.e. movable classrooms, admin block, offices, kitchen and ablution facilities) and basic services (i.e. site works, connection of electricity, sewer, water supply and relocation. Pick-up and delivery points, dates and destinations will be provided by the Department).
- b. All trucks in the fleet to be used for the supply, installation and maintenance of movable units (i.e. movable classrooms, admin block, offices, kitchen and ablution facilities) and basic services (i.e. site works, connection of electricity, sewer, water supply, septic tanks and relocation may not be older than 10 years).
- c. The performance of the service provider(s) will be evaluated throughout the year. If progress is not satisfactory, and the service provider is unable to remedy any of the breaches within the stipulated period, the contract will be terminated.
- d. The bidder must attach the original valid Tax compliance letter. Failure to submit this certificate will invalidate the proposal.
- e. If it is shown that errors or shortcomings exist within the service provided; the service provider shall be notified and shall be required to perform corrective services to remedy such errors at no cost to the MDoE. Such errors or shortcomings shall be remedied within twelve (12) hours.
- f. The MDoE reserves the right to reject services/ work that does not meet the required standard and to engage a different service provider to complete the work. The service provider will be served with a suspension letter within 24 hours of poor service conducted and replaced with a temporary service provider. The service provider shall be served with a (30) thirty days' written notice for termination of contract in case of unsatisfactory performance.
- g. Bidders committing similar errors for three (3) times within the financial year, shall have their contracts terminated.
- h. The MDoE reserves the right to appoint one or more service provider/s.
- i. All directors of companies will be subjected to vetting to confirm their good standing on Government procurement prescripts.
- j. All vehicles may be subjected to verification on National Traffic Information (ENaTis).
- k. The service may be required during weekends or public holidays but an indication will be made on time.
- l. The service provider shall be responsible for loading and off-loading of the consignments.

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

- m. The service provider must have contingency plans in case of emergencies to replace or repair the defective vehicle within four (4) hours.
- n. A certificate of compliance (COC) shall be issued for the installation.
- o. All COC's to be handed to the PRINCIPAL of the school on practical completion of the project.

8.2 Duration of the contract

The contract will run for a period of three(3) years with an option to renew for two(2) years.

9. Bid Pricing Structure

- 9.1. All prices quoted should be **VAT** inclusive.
- 9.2. Bidders are allowed to bid for the service specified under the scope of work.
- 9.3. Prices must be fixed for the first year as indicated in the pricing schedule. Prices are to include delivery cost by road and to schools and/or any other nominated destination

10. Billing

An original invoice with an invoice number, signed by the service provider, with the correct amount, on a proper letterhead and period of payment should be generated at the end of the month after the service has been rendered.

11. Declaration of interest

- 11.1 Bidders are required to declare interest (in the SBD4 form) if they, or a person connected with the bidder (relatives/spouse/business/partners/shareholders) are presently employed by the state.
- 11.2 Failure to declare as per 11.1 above may result in the transgressing company being restricted for a 10-year period from doing business with State Institutions and disqualified from bidding.

12 Performance management

- 12.1 Supplier Performance Management is viewed by the MDoE as a critical component in ensuring value for money in acquisition, and in maintaining good relations between the MDoE and all its suppliers.
- 12.2 The successful bidder shall, upon receipt of written notification of an award, conclude a Service Level Agreement (SLA) with the MDoE which will form part of performance management. The SLA will serve as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery, quality and value of the service to the Department.

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12.3 Bidders are required to comply with the above-mentioned conditions, and to provide a scorecard on how their products / services offering is measured in order to achieve the objectives of the aforementioned conditions.

13. *Central Supplier Database*

All bidders will be verified for tax compliance status on the Central Supplier Database (CSD). Failure to validate the tax status in CSD may invalidate the bid. This bid shall not be awarded to a supplier who is not registered as a prospective supplier on the CSD.

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14. SECTION D: SPECIAL CONDITION OF CONTRACT

14.1. LEGISLATIVE AND REGULATORY FRAMEWORK OF THE BID

The bid and all contracts emanating from it will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, (Act. No.1 of 1999).

The SCC are supplementary to those of the General Conditions of Contract. Where the Special Conditions are in conflict with the General Conditions of Contract, the Special Conditions of Contract take precedence.

The service provider should adhere to high standards of safety when supplying the goods and services in the Department.

14.2. MPUMALANGA DEPARTMENT OF EDUCATION RESERVES THE RIGHT:

- 14.2.1. To award the bid to a bidder who has not scored the highest total number of points, only in accordance with section 2 (1)(f) of the PPPFA.
- 14.2.2. To negotiate with one or more preferred bidder(s) identified during the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any bidder(s) who has not been awarded the status of being a preferred bidder(s).
- 14.2.3. To carry out site inspections, evaluations or assessment meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after the adjudication of the bid.
- 14.2.4. Provide 5 projects that the bidder has done to conduct inspection on.
- 14.2.5. To cancel and/or terminate the bidding process at any stage, including after the closing date, and/or after presentations, and/or after evaluation and/or after the preferred bidder(s) have been identified.
- 14.2.6. Award to multiple bidders regardless of locality
- 14.2.7. If the price offered by a bidder scoring the highest points is not market-related, the Department may not award the contract to the bidder(s).
Negotiate a market related price with the bidder scoring the highest points
- 14.2.8. Negotiate a market related price with the bidder scoring the highest points
- 14.2.9. If the bidder does not agree to a market-related price, negotiate a market-related price
- 14.2.10. with the bidder scoring the second highest points

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

14.2.11. If the bidder scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the bidder scoring the third highest points.

14.2.12. If a market-related price is not agreed as envisaged, the Department may cancel the bid.

14.2.13. To inform the successful bidders to provide services as and when the need arises.

14.3 MPUMALANGA DEPARTMENT OF EDUCATION REQUIRES BIDDER(S) TO:

14.3.1. Confirm that the bidder(s) is to: -

- a) Act honestly, fairly and with due diligence, in the interests of the MDoE;
- b) Have and use effectively the resources, procedures and appropriate systems for the proper rendering of the service;
- c) Act with circumspection and treat the MDoE fairly in a situation of conflicting interest;
- d) Comply with all applicable statutory or common law requirements that are applicable to the business;
- e) Make adequate disclosures of relevant material information including disclosures of actual or potential own interest, in relation to dealings with the MDoE;
- f) Conduct their business activities with transparency, and consistently uphold the interests and needs of the MDoE as a client before any other consideration; and
- g) Ensure that any information acquired by the bidder(s) from the MDoE will not be used or disclosed without a written consent of the Department.

14.4 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

14.4.1 The MDoE reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect member (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of Mpumalanga Department of Education or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity") :

- a) engages in any collusive tendering, anti-competitive conduct, or any other similar

conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

- b) seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c) makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the MDoE officers, directors, employees, advisors or other representatives.
- d) accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- e) pays or agrees to pay any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- f) has in the past engaged in any matter referred to above; or
- g) has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at the National Treasury.

14.5 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

14.5.1 The bidder should note that the terms of its bid will be incorporated in the proposed contract by reference, and that the MDoE relies upon the bidder's tender as a material representation in making an award.

14.5.2 It follows therefore that misrepresentations in a bid may give rise to service termination and a claim by the MDoE against the bidder notwithstanding the conclusion of the Service Level Agreement between two parties.

14.6 PREPARATION COSTS

14.6.1 The bidder will bear all its costs in preparing, submitting and presenting any response or tender of this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the MDoE, its employees or agents under any obligation whatsoever, including in respect of costs,

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expenses or losses incurred by the bidder(s) in the preparation of his/her response to this bid.

14.6.2 In the event of a conflict between the bidder's proposal and the Service Level Agreement as concluded between the parties, the Service Level Agreement supersedes.

14.7 INDEMNITY

If a service provider breaches the conditions of this bid, as a result of that breach, the Department incurs costs or damages (including the cost of any investigations, procedural impairment, repudiation of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the service provider indemnify the MDoE for damages or harm and all such costs that the Department may incur.

14.8 PRECEDENCE

This document will prevail over any information provided unless such written information, expressly amends this document by reference.

14.9 LIMITATION OF LIABILITY

A bidder(s) participates in this competitive process entirely at his/her own risk and cost. The MDoE shall not be liable for any cost incurred or any damages suffered as a result of the bidder's participation in this bidding process.

14.10 TAX COMPLIANCE

14.10.1 No award shall be made to a bidder(s) who is not tax compliant. The MDoE reserves the right to withdraw an award, or cancel a contract concluded with a bidder in the event that it is established that such a bidder was in fact not tax compliant at the time of the award, or has submitted an invalid Tax Clearance Certificate for the bid.

14.10.2 Bidder(s) must be tax compliant when submitting a bid/proposal to the MDoE and remain compliant with all applicable tax legislation- including but not limited to the Income Tax Act, (Act. No. 58 of 1962) and Value Added Tax Act, (Act. No. 89 of 1991) throughout the duration of the contract.

14.10.3 It is a condition of this bid that the tax matters of the successful bidder(s) be in order, or that satisfactory arrangements have been made with the South African Revenue Services (SARS) to meet tax obligations.

14.10.4 The Tax Compliance status requirements are also applicable to foreign bidders / individuals.

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

14.10.5 It is a requirement that bidders attach a written confirmation when submitting this bid that SARS may on an on-going basis during the tenure of the contract, disclose the bidder's tax compliance status.

14.10.6 Bidders are required to be registered on the Central Supplier Database (CSD) and the National Treasury shall verify the bidder's tax compliance status through the CSD process.

14.10.7 Where Consortium / Joint Ventures / Partnership are involved, each party **must** be registered on the CSD and its tax compliance status will be verified through this database.

14.10.8 The bidder must ensure that the tax status with SARS remains compliant for the duration of the bid validity period)

14.11 PROCUREMENT LEGISLATION

The MDoE has a detailed evaluation methodology premised on Treasury Regulation 16A3 as promulgated under Section 76 of the Public Finance Management Act, PFMA (Act. No. 1 of 1999 as amended); the Preferential Procurement Policy Framework Act. PPPFA (Act. No. 5 of 2000) as well as the Broad-Based Black Economic Empowerment Act. BBBEE (Act. No. 53 of 2003).

14.12 TECHNICAL LEGISLATION AND /OR STANDARDS

Bidder(s) should be cognisant of the applicable legislations and / or standards for these services.

14.13 VALIDITY PERIOD

The validity of the bid and the withdrawal of offers, after the closing date and time is **90** days. Any time or date in this bid is subject to change at the discretion of the MDoE. **The specification of a time or date in this bid** does not create an obligation on the part of MDoE to take any action or create any right in any way for any bidder to demand that any action should be taken on the specific date. The bidder(s) accepts that if the MDoE

extends the deadline for bid submission (the closing date) for any reason, the requirements of this bid apply equally to the extended deadline.

14.14 CONTACT AND COMMUNICATION

- 14.14.1 The Department may communicate with bidder(s) where clarity is sought on the bid proposal.
- 14.14.2 Any other forms of communication to an official or a person acting in an advisory capacity for the Department in respect of the bid between the closing date and the award of the bid by the bidder(s) is discouraged.
- 14.14.3 All communication between the bidder(s) and Department must be in writing.
- 14.14.4 Whilst all due care has been taken in connection with the preparation of this bid, Department makes no representation or warranties that the content of the bid or any information communicated to or provided to bidder(s) during the bidding process is, or will be, accurate, current or complete. The Department and its employees and advisors will not be liable for any information communicated which may not be accurate, current or complete.
- 14.14.5 If a bidder(s) finds or reasonably believes that there is discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department (other than minor clerical matters), the bidder(s) must promptly notify the Department in writing of such discrepancy, ambiguity, error or inconsistency. This will afford the Department an opportunity to consider possible corrective measures (if any).
- 14.14.6 Any discrepancy, ambiguity, error or inconsistency in the bid or other information provided by the Department will, if possible, be corrected and provided to all bidder(s) without attribution to the bidder(s) who notified the Department about any reference to the omission(s).
- 14.14.7 All persons (including bidder(s)) obtaining or receiving the bid, and any other information in connection with the bid or the bidding process, must keep the contents of the bid and such information confidential. The information must not be disclosed or used except for the purpose of developing a proposal in response to this bid.

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

14.15 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No bid shall be awarded to a bidder(s) whose name (or any of his/her company members, directors, partners or trustees) appear on the Register of Tender Defaulters of the National Treasury or have been placed on the National Treasury's List of Restricted Suppliers. The Department reserves the right to withdraw an award, or to cancel a contract with a bidder should it be established, at any time, that the bidder(s) is blacklisted by the National Treasury or another government institution/agency.

14.16 GOVERNMENT LAW

The South African law governs this bid and the related bidding process. The bidder(s) agrees to submit to the exclusive jurisdiction of the South African courts if any dispute of any kind may arise out of or in connection with this bid, the bid itself and all processes associated it.

14.17 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that his/her personnel (including agents, officers, directors, employees, advisors and other representatives, sub-contractors (if any) and personnel of sub-contractors) comply with all terms and conditions of this bid. In the event that the Department allows a bidder to use sub-contractors, the sub-contractors will at all times remain the responsibility of the bidder. The Department will not under any circumstances be liable for losses or damages incurred by or caused by such sub-contractors.

14.18 LATE BIDS

Bids submitted after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, will be returned unopened to the bidder(s).

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

14.19 COUNTER CONDITIONS

Amendments to any of the terms and conditions or inclusion of counter terms and conditions for this bid are prohibited. Bids with such unauthorised amendments, terms and conditions will not be considered.

14.20 FRONTING

14.20.1. The Department supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses that conduct their affairs in accordance with the values of the Constitution of the Republic of South Africa (RSA) that is honesty, fairness, equity, transparency and rule of law. It is in this context that the Department frowns upon any form of fronting and corruption.

14.20.2. The Department, in ensuring honesty, as part of the bid evaluation process, will conduct or initiate the necessary enquiries in order to determine the accuracy of the representations made in the bid documents. Should any of the fronting indicators in the Guidelines on Complex Structures and Transactions and Fronting, (Department of Trade and Industry), be established. The bidder(s) bears the onus to prove that he/she is not involved in fronting. Failure to do so within a period of **10** days from the date of notification, may invalidate the bid / contract and result in a ban on business transactions with government/state for a period not exceeding **10** years.

14.21 SUPPLIER DUE DILIGENCE

The Department reserves the right to conduct supplier due diligence prior to final or at any time during the contract period. This may include site visits and requests for additional information.

14.22 SUBMISSION OF BIDS

- a) Bid documents must be posted or deposited in the bid box as stipulated in SBD1 on or before the closing date and time.

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

14.23 PRESENTATION / DEMONSTRATION

The Department also reserves the right to request presentations / demonstrations from the short-listed bidders as part of the bid evaluation process.

14.24 PRICING STRUCTURE

- 14.24.1 Prices quotations must be furnished on the basis of goods that have been requisite by the Department.
- 14.24.2 Prices submitted for this bid must be filled on the field of the pricing schedule of the bid document. Price structures that do not comply with this requirement may invalidate the bid.
- 14.24.3 Failure to comply with the above may result in the invalidation of the bid.
- 14.24.4 Bidders must tender on **ALL ITEMS** on the pricing schedule, as the bid may be awarded to one or more bidders.
- 14.24.5 The prices of (service) must be inclusive of all costs.
- 14.24.6 All prices are fixed for first year and no requests for price escalations will be considered during this period.

NB: Price adjustment will be in line with Consumer Price Index (CPIX).

14.25 QUANTITIES AND ESTIMATES

- 14.25.1. Official orders will be placed on an “as and when” the goods are required.
- 14.25.2. the Department will issue an official order before the goods are delivered.

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

14.26 AWARD CONDITIONS

14.26.1. The Department reserves the right to award the bid to one or more than one bidder.

14.26.2. The Department may award the bid to a bidder that did not score the highest points only in accordance with section 2 (1)(f) of the PPPFA.

14.26.3. The Department further reserves the right to appoint or not to appoint a service provider(s) for this bid.

14.27 PAYMENT

14.27.1. The bidder(s) are expected to supply the invoice claim only after the service has been rendered;

14.27.2. Payment will be affected only after receipt of a detailed invoice and a signed certificate of completion to confirm receipt of service.

14.27.3 The following information must be included in the invoices and weekly report / statement:

- Items delivered to the Department
- Service date
- Quotation
- Copy of Order number issued by the Department
- Original Invoice
- Total amount due by the Department

14.28. DAMAGE COMPENSATION

The bidder shall be held responsible for any damage or thefts that may be caused to the premises or content by him or his employees or due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly, be imposed by the Department against the bidder.

14.29. RECTIFICATION OF DAMAGES

In the case of damages to, equipment, etc. resulting from the rendering of the service the bidder undertakes to rectify the damage immediately to the satisfaction of the Department. If the bidder fails to act immediately after notification, the Department would rectify the damages and any costs incurred be recovered from any moneys outstanding.

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

14.30 TERMINATION AND/OR WITHDRAWAL

Failure to comply with any of the conditions of the bid or unsatisfactory performance, the stipulations of the general conditions of contract and procedures would be applicable.

- 14.31.1 The Department reserves the right to withdraw any part(s) of the contract or the contract as a whole from the service, with a three months' written notification to the bidder.
- 14.31.2. Should part of the contract be withdrawn, the bid, amount would be adjusted pro-rata from the date of withdrawal.
- 14.31.3. A service provider performs unsatisfactorily and fails to remedy such poor or non-performance within five (5) days of receipt of written request to do so, it exclude cases where it is impossible to render the service or instances/events beyond the reasonable control of the service provider.
- 14.31.4. The bidder would be entitled to payment of the service rendered up to the date of withdrawal but would not be entitled to payment or any compensation or damages as a result of the withdrawal or termination.
- 14.31.5. An amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the Department. Should the bidder alienate any right liabilities in terms of this contract, the bidder must notify the Department immediately that necessary steps for the transfer of the contract can be taken.

15.SUMMARY TERMINATION OF AGREEMENT BY THE DEPARTMENT OF EDUCATION

The MDoE has the right to terminate this agreement at any time by giving (30) thirty days through a written notice to the service provider in any of the following events:

- 15.1 . On breach – If the service provider commits any breach of any terms or conditions of this agreement.
- 15.2 On VAT – If the service provider is not registered as a payer of Value Added Tax and claim VAT from the Department.
- 15.3 On liquidation or insolvency – If the service provider shall be subjected to any provisional or final order of liquidation or sequestration or judicial management with its creditors or execution to be levied on its goods or fail to pay any of its sub-contractors appointed in terms hereof on due date for payment.

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

- 15.4 On Criminal Conduct – If the service provider is found to have been reasonably and sufficiently implicated in any criminal conduct.
- 15.5 On Insufficient Funds – If there are insufficient Government funds to provide accommodation (boarding facilities) and transport services to the learners.
- 15.6 On bringing the MdoE into disrepute: If the service provider, through omission or commission, brings the name of the MdoE into disrepute. This is inclusive of the service provider failing to honour its financial obligations to suppliers and thereby dragging the Education to courts of law as a respondent.
- 15.7. On changes in Departmental priorities – If the service is no longer required.

16.TERMINATION AND OR WITHDRAWAL

- 16 .1 Failure to comply with any of the conditions of the bid or unsatisfactory performance, the stipulations of the general conditions of contract and procedures would be applicable.
- 16.2. The Department reserves the right to withdraw any part(s) of the contract or the contract as a whole from the service, with a three months' written notification to the bidder. Should part of the contract be withdrawn, the bid, amount would be adjusted pro-rata from the date of withdrawal.
- 16.3. A service provider performs unsatisfactorily and fails to remedy such poor or non-performance within five (5) days of receipt of written request to do so, it excludes cases where it is impossible to render the service or instances/events beyond the reasonable control of the service provider.
- 16.4. The bidder would be entitled to payment of the service rendered up to the date of withdrawal but would not be entitled to payment or any compensation or damages as a result of the withdrawal or termination.
- 16.5. An amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the Department. Should the bidder alienate any right liabilities in terms of this contract, the bidder must notify the Department immediately that necessary steps for the transfer of the contract can be taken.

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

17.BREACH OF CONTRACT

- 17.1. If the service is interrupted or temporary delayed as a result of labour disputes, civil revolt, a local or national disaster, or any other cause above the control of the bidder, the parties must mutually agree on the methods to continue with the essential services areas, subject to other stipulations at this bid, to render the service. If the service is not rendered in that specific area at a given time access to that area is forbidden.
- 17.2. In such a case the contract would immediately comply with the request and the bidder would not (as result of such a request) be entitled to bring a claim for loss or damage against the MDE and the bidder indemnifies the MDE against any claim from the employee concerned.

18.AUTHORISATION DECLARATION

- 18.1. The department reserves a right to verify any information supplied by the bidder and should the information be found to be false or incorrect, the department will exercise any of the remedies available to it in the bid document.
- 18.2. The bidder must ensure that all financial and supply arrangement for goods and services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party will be binding on the department.

19. STRIKES / RIOTS / MARCHES

In the event there is a strike, the MDoE will take a decision regarding transport services and inform the service provider through the school principal. The Department cannot pay for damages to the service provider's property as a result of strike action / riots / marches.

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

19. SECTION E: PRICING SCHEDULE

NAME OF
BIDDER: _____

A: New movable unit

ITEM NO	DESCRIPTION	UNIT	QTY	FIXED PRICE YEAR 1	FIXED PRICE YEAR2	FIXED PRICE YEAR3
15.1	Establishment of movable units					
15.1.1	Supply of movable classroom	No.	1			
15.1.2	Supply of movable admin block	No.	1			
15.1.3	Supply of standard modular female toilet	No.	1			
15.1.4	Supply of standard modular male toilet	No.	1			
15.1.5	Supply of full modular female toilets	No.	1			
15.1.6	Supply of full modular male toilet	No.	1			
15.1.7	Supply of kitchen unit	No.	1			
15.1.8	Supply of movable office	No.	1			
15.1.9	Site preparation	Sum	1			
15.1.10	Electricity connection and COC	Sum	1			
15.1.11	Water connection	Sum	1			
15.1.12	Sewer connection	Sum	1			
15.1.13	Additional toilet unit	Sum	1			
15.1.14	Excavate, trench up to 1.0m depth and backfill after laying the cable (rate to exclude cable)	M3	1			
15.1.15	Supply, lay 4 core armored cable of the following sizes from connection point to the movable unit:					
15.1.15(a)	10mm ²	Line m	1			
15.1.15(b)	16mm ²	Line m	1			
15.1.15(c)	25mm ²	Line m	1			
15.1.15(d)	35 mm ²	Line m	1			
15.1.16	Supply and install distribution box (DB) unit	No.	1			
15.1.17	Excavate, trench up to 1.0m depth, supply, lay and backfill 25mm diameter HDPE Class 12 water pipe from	Line m	1			

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

	connection point to the movable unit.					
15.1.18	Excavate, trench up to 1.0m depth, supply, lay and backfill 110mm diameter PVC sewer pipe from connection point to the movable unit.	Line m	1			
	SUB-TOTAL					
	VAT					
	TOTAL (New Movable Units)					

B: Maintenance of movable units

ITEM NO	DESCRIPTION	UNIT	QTY	FIXED PRICE YEAR 1	FIXED PRICE YEAR2	FIXED PRICE YEAR3
15.2	Maintenance of movable units					
15.2.1	Repairs to internal or external wall with material specification comprising Chromadek filled with Polyurethane. (36kg/m ³)/Polystyrene (not less than 15D) finish with Chromadek trims, and dimensional requirements to match existing	m ²	1			
15.2.2	Replacement of internal or external wall with material specification comprising Chromadek filled with Polyurethane. (36kg/m ³)/Polystyrene (not less than 15D) finish with Chromadek trims, and dimensional requirements to match existing	m ²	1			
15.2.3	Repairs to aluminium / steel frames horizontal sliding or top hung windows of size 1200 x 900mm, linear measured along the perimeter of the frame.	m	1			
15.2.4	Replace aluminium / steel frames horizontal sliding or top hung windows of size 1200 x 900mm, linear measured along the perimeter of the frame.	No.	1			
15.2.5	Repairs to aluminium / steel frames horizontal sliding or top hung windows of size 900 x 900mm, linear measured along the perimeter of the frame.	m	1			
15.2.6	Replacement of aluminium / steel frames	No.	1			

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

	horizontal sliding or top hung windows of size 900 x 900mm.					
15.2.7	Removal and replacement of 900 x 900mm 6.34 mm clear laminated glass glazing of size only	No.	1			
15.2.8	Repairs to aluminium / steel frames horizontal sliding or top hung windows of size 600 x 600mm, linear measured along the perimeter of the frame.	m	1			
15.2.9	Replacement of aluminium / steel frames horizontal sliding or top hung windows of size 600 x 600mm.	No.	1			
15.2.10	Removal and replacement of 600 x 600mm 6.34 mm clear laminated glass glazing of size only	No.	1			
15.2.11	Removal and replacement of Standard chromadek door with equivalent.	No.	1			
15.2.12	Removal and replacement of Standard chromadek door ironmongery comprising locking mechanism et al.	No.	1			
15.2.13	Removal and replacement of internal Panel Toilet Doors comprising chromadek laminated panel door with aluminum capping and frame. 850mm wide (disabled access) and Lever Union lockset.	No.	1			
15.2.14	Removal and Replacement of chromadek laminated panel toilet door ironmongery	No.	1			
15.2.15	Removal and replacement of toilet roll holder	No.	1			
15.2.16	Removal and replacement of toilet seat cover	No.	1			
15.2.17	Removal and replacement of damaged flush valve for urinal	No.	1			
15.2.18	Removal and replacement of damaged toilet seat flushing mechanism	No.	1			
15.2.19	Removal and Replacement of damaged 25x25 square tubing with 10mm round/square bar and cylinder dead lock, outside and galvanized lockable safety gate	No.	1			
15.2.20	Repairs to roof / ceiling comprising Mono or double pitch. Material shall be similar or better to existing, viz Laminated vaulted Chromadek panel with IBR type profile (Insulation minimum 60mm thick). 0.5mm	No.	1			

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

	Chromadek finish.					
15.2.21	Removal and replacement of roof / ceiling comprising Mono or double pitch. Material shall be similar or better to existing, viz Laminated vaulted Chromadek panel with IBR type profile (Insulation minimum 60mm thick). 0.5mm Chromadek finish.	No.	1			
15.2.22	Repairs to damaged floor comprising Minimum 12mm Chromated Copper Arsenate(CCA) treated ply board with 2mm grade A vinyl tiles.	m ²	1			
15.2.23	Removal and replacement of damaged floor comprising Minimum 12mm Chromated Copper Arsenate(CCA) treated ply board with 2mm grade A vinyl tiles.	m ²	1			
15.2.24	Carrying out complete diagnostics on damaged single phase electrical distribution board comprising Four (4) electric double plugs (1 per side wall), and provision of priced quotation to carry out repair works based on the diagnostic results. Contractor to receive prior written approval to proceed with repair work from Employer and shall be compensated as per approved quotation.	Sum	1			
15.2.25	Removal and replacement of LED lights	No.	1			
15.2.26	Removal and replacement of single lever one-way light switch	No.	1			
15.2.27	Carrying out complete diagnostics on damaged air-conditioning unit complete with a wall mounted control switch (sizes: 24000 / 34 000 BTU) and provision of priced quotation to carry out repair works based on the diagnostic results. Contractor to receive prior written approval to proceed with repair work from Employer and shall be compensated as per approved quotation.	Sum	1			
15.2.28	Removal and replacement of damaged melamine shelves supported on steel legs and wall brackets (25x25x3mm Angle Iron)	No.	1			
	SUB-TOTAL					
	VAT					

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

	TOTAL (New Movable Units)					
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C: Establishment of a new school through movable units

ITEM NO	DESCRIPTION	UNIT	QTY	FIXED PRICE YEAR 1	FIXED PRICE YEAR2	FIXED PRICE YEAR3
15.3	KERBS					
15.3.1	Supply and lay Figure 6 precast concrete kerbs to SABS 927. Kerbs to be laid on 350 x 140mm 20/19 concrete foundation on grade 20/19.	m	1			
15.3.2	Extra over item 1 for curves of radius less than 25 m	m	1			
15.3.3	Supply and lay Figure 12 edge restraint precast concrete kerb. Kerb to be laid on grade 20/19 concrete foundation.	m	1			
15.3.4	Extra over item 3 for curves of radius less than 25 m	m	1			
	PAVINGS, WALKWAYS AND APRONS					
	<i>Excavation not exceeding 2m deep</i>					
15.3.5	Excavation not exceeding 2m deep over site to reduce levels and depositing excavated material in prescribed stockpiles on site in Soft Rock	m ³	1			
15.3.6	Extra over bulk excavation in earth for excavation in Soft Rock	m ³	1			
15.3.7	Extra over bulk excavation in earth for excavation in Hard Rock	m ³	1			
	<i>Earth filling supplied by the contractor in filling up levels under roads, etc.</i>					
15.3.8	Supply and lay selected G7 material in accordance with SABS 1200DM compacted to 95% Mod AASHTO density	m ³	1			
15.3.9	Extra over all excavations for carting away surplus material from stockpiles on site to a dumping site to be located by the contractor	m ³	1			
15.3.10	Compaction of ground surface under pavings, etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary	m ²	1			

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

	and compacting to 98% Mod AASHTO density					
	Prescribed density tests on filling					
15.3.1 1	Modified AASHTO Density tests	No	1			
	Herbicides and Insecticides					
15.3.1 2	"Hyvar X" or other equivalent and approved weedkiller under paving, etc.	m ²	1			
15.3.1 3	Soil insecticide in protection against termites under paving, etc.	m ²	1			
	Concrete					
15.3.1 4	25MPa/19mm Concrete 100mm thick 25Mpa concrete channel 500mm wide laid to falls between paving and kerb	m	1			
15.3.1 5	Rough formwork to sides Edges, risers, ends and reveals not exceeding 300mm high or wide	m	1			
	60mm Standard grey interlocking paving blocks laid with butt joints on 25mm thick river sand bed with sand and cement mixture swept into joints and hosed down, including preparation of ground or filling					
15.3.1 6	Paving in herringbone bond in aprons	m ²	1			
	80mm Type S-A interlocking paving laid in herringbone bond, wet crushing strength of 25 MPa on 20mm (thickness after final compaction) clean river sand with sand swept into joints (preparation of ground or filling elsewhere)					
15.3.1 7	Interlocking Paving to parking areas, etc to falls	m ²	1			
15.3.1 8	Cutting units to fit edge restrains: Circular cutting to perimeter	m	1			
	SEPTIC TANKS AND SOAK AWAY					
	EARTHWORKS					
	Excavation in earth not exceeding 2m deep					
15.3.1 9	Excavation in earth not exceeding 2m deep Trenches and holes for septic tank, etc	m ³	1			
	Excavation in earth exceeding 2m deep but not exceeding 4m deep					
15.3.2	Excavation in earth exceeding 2m deep but	m ³	1			

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

0	not exceeding 4m for deep Trenches and holes for septic tank, etc					
15.3.2 1	Extra over for trench and hole excavations in earth for excavation in soft rock	m ³	1			
15.3.2 2	Extra over for trench and hole excavations in earth for excavation in Hard rock	m ³	1			
15.3.2 3	Extra over all excavations for carting away surplus material from excavations and/or stockpiles on site to a dumping site to be located by the contractor	m ³	1			
	<i>Risk of collapse of excavations</i>					
15.3.2 4	Sides of trench and hole excavations exceeding 1,5m deep	m ²	1			
	<i>Keeping excavations free of water</i>					
15.3.2 5	Keeping excavations free of all water other than subterranean water	Item	1			
	Earth filling obtained from the excavations and/or prescribed stockpiles on site compacted to 93% Mod AASHTO density					
15.3.2 6	Backfilling to trenches, holes, etc	m ³	1			
	<i>SOAKAWAYS</i>					
15.3.2 7	French drain 10 000mm x 3000mm x 4000mm deep	No.	1			
	<i>Dump rock Filling in soak-aways</i>					
15.3.2 8	Filling with rocks	m ³	1			
15.3.2 9	2,65m wide bidim (Geotextile) overlapping on top of stone	m ²	1			
	<i>SOIL POISONING</i>					
15.3.3 0	Soil insecticide Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m ²	1			
	<i>MASONRY</i>					
	<i>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar</i>					
15.3.3 1	Half brick walls	m ²	1			
15.3.3 2	One brick walls	m ²	1			
	<i>Brickwork reinforcement</i>					

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

15.3.3 3	75mm Wide reinforcement built in horizontally	m	1			
15.3.3 4	150mm Wide reinforcement built in horizontally	m	1			
	WATERPROOFING					
15.3.3 5	Bitumen Water proofing to internal walls of septic tank	m ²	1			
	UNREINFORCED CONCRETE					
15.3.3 6	15MPa/19mm concrete	m ³	1			
15.3.3 7	15MPa/19mm concrete for slabs	m ³	1			
	Finishing top of surfaces of concrete smooth with wood float					
15.3.3 8	Surface beds, slabs, etc	m ²	1			
	FORMWORK					
15.3.3 9	Rough formwork to soffit of slabs propped up to a height exceeding 1.5m and not exceeding 3.5m high	m ²	1			
15.3.4 0	Formwork to edge of slabs not exceeding 300mm thick	m	1			
	REINFORCEMENT					
15.3.4 1	High tensile steel reinforcement to structural concrete work: Various Diameter bars	ton	1			
	Fabric reinforcement					
15.3.4 2	Type 193 fabric reinforcement in concrete surface beds, slabs, etc	m ²	1			
	TEST BLOCKS					
15.3.4 3	Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)	No.	1			
	PLASTERING					
15.3.4 4	One coat 3:1 cement plaster on brick walls on walls	m ²	1			
	PLUMBING AND DRAINAGE					
15.3.4 5	50mm standard Pvc pipes laid in and including trenches	m	1			
15.3.4 6	100mm Santar pitch fibre subsoil drainage pipes	m	1			
	Extra over standard PVC pipes for square junction with pipe extension					
15.3.4	50mm junction	No.	1			

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7						
	Sundries					
15.3.4 8	100mm "PVC" cleaning eye	No.	1			
	Manhole covers etc					
15.3.4 9	Standard 600 x 600mm cast iron manhole cover and frame type 8B	No.	1			
	TESTING					
	Testing septic tank system	Item	1			
	FENCING					
	Excavation in earth not exceeding 2m deep					
15.3.5 0	Holes	m ³	1			
15.3.5 1	Extra over trench and hole excavations in earth for excavation in soft rock	m ³	1			
15.3.5 2	Extra over trench and hole excavations in earth for excavation in Hard rock	m ³	1			
	Risk of collapse of excavations					
15.3.5 3	Sides of trench and hole excavations not exceeding 1,5m deep	m ³	1			
15.3.5 4	Extra over all excavations for carting away Surplus material from excavations and/or stockpiles on site to a dumping site to be located by the contractor	m ³	1			
	UNREINFORCED CONCRETE					
15.3.5 5	20MPa/19mm unreinforced Concrete Bases	m ³	1			
	SECURITY FENCING					
	"Cochrane Products" or similar					
15.3.5 6	1.8m High "Clear view" reinforced galvanised mesh security fencing in panel 3297mm wide, formed from Cochrane 2mm thick toughened steel with 100mm high galvanised caste spike topping, fixed to Cochrane taper locking galvanised posts 85 x 45 x 85mm, sealed with UV stabilised polymer cap, fixed in 500 x 500 x 500mm 25MPa concrete bases, all as per manufacturer's specifications.	m	1			
	GATES, SCREENS, ETC.					

APPOINTMENT OF SERVICE PROVIDER(S) TO SUPPLY, INSTALL, MAINTAIN, RELOCATE, AND DISPOSE OF OBSOLETE MOVABLE UNITS (i.e. MOVABLE CLASSROOMS, ADMIN BLOCKS, OFFICES, KITCHEN AND ABLUTION FACILITIES) AS WELL AS BASIC SERVICES (i.e. SITE WORKS, ELECTRICITY AND SEWER CONNECTIONS, WATER SUPPLY AND RETICULATION) TO IDENTIFIED SCHOOLS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO YEARS.

15.3.5 7	Manually operated sliding gate 4 000 x 1 800mm high overall, the outer frame of 75 x 75 x 5mm square tubing and 50 x 50 x 2.5mm welded mesh welded to framework, complete with industrial type roller wheels rolling on ground track and mechanical operating mechanism and pad bolt	No.	1			
	ZINC PHOSPHATE PRIMER UNDERCOAT AND SUPER UNIVERSAL ENAMEL TOPCOAT					
15.3.5 8	On gates, grilles, palisade fencing, etc. (both sides measured over the full flat area)	m ²	1			
	Electrical					
15.3.5 9	Electrical reticulation design	Sum	1			
	Site Reticulation					
	EXCAVATION					
	Excavate and backfill trench 300mm wide x 1000mm deep. Backfill with 300mm with river sand					
15.3.6 0	Pickable soil	m ³	1			
15.3.6 1	Soft rock	m ³	1			
15.3.6 2	Hard rock	m ³	1			
	Cable warning tape placed 300 mm above cables surface ground.					
15.3.6 3	(a) Supply	m	1			
15.3.6 4	(a) Install	m	1			
	Cable Marker - (150mm x 150mm x 300mm high concrete blocks corrosion proof metal plates marked with arrows to indicate the route.)					
15.3.6 5	(a) Supply	No	1			
15.3.6 6	(a) Install	No	1			

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	SLEEVES					
	Round PVC sleeve pipes and long radius bends for power and communication cables					
	50mm diameter sleeve					
15.3.6 7	(a) Supply	m	1			
15.3.6 8	(b) Install	m	1			
	110mm diameter sleeve					
15.3.6 9	(a) Supply	m	1			
15.3.7 0	(b) Install	m	1			
	CABLES					
	Supply PVC SWA PVC CABLE 600V/1000V in mm² x 4core copper cable, including cable ends, glands and lugs for each cable					
	95mm² X 4core copper PVC cable a.c					
15.3.7 1	(a) Supply	m	1			
15.3.7 2	(b) Install	m	1			
	35mm² X 4core copper PVC cable					
15.3.7 3	(a) Supply	m	1			
15.3.7 4	(b) Install	m	1			
	25mm² X 3core copper PVC cable					
15.3.7 5	(a) Supply	m	1			
15.3.7 6	(b) Install	m	1			
	16mm² X 3core copper PVC cable					
15.3.7 7	(a) Supply	m	1			
15.3.7 8	(b) Install	m	1			
	EARTHING CONDUCTORS					
	Bare copper earth wire installed with power cables, inclusive of lugs, terminations and complete with					

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	accessories connected as per specifications					
	70 mm² BCEW					
15.3.7 9	(a) Supply	m	1			
15.3.8 0	(b) Install	m	1			
	16 mm² BCEW					
15.3.8 1	(a) Supply	m	1			
15.3.8 2	(b) Install	m	1			
	10 mm² BCEW					
15.3.8 3	(a) Supply	m	1			
15.3.8 4	(b) Install	m	1			
	Connection fee					
15.3.8 5	Allowance for Eskom/Municipality Connection Fee	Sum	1			
15.3.8 6	Preliminaries and Generals	Sum	1			
	SUB-TOTAL					
	VAT					
	TOTAL					

D: Relocations

ITEM NO	DESCRIPTION	UNIT	QTY	FIXED RATE YEAR 1	FIXED RATE YEAR 2	FIXED RATE YEAR 3
15.4	Relocation & Transport (Rates only)					
15.5	Dismantling					
15.5.1	Dismantle movable classroom	No.	1			
15.5.2	Dismantle movable admin block	No.	1			
15.5.3	Dismantle standard modular female toilet	No.	1			
15.5.4	Dismantle standard modular male	No.	1			

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	toilet					
15.5.5	Dismantle full modular female toilets	No.	1			
15.5.6	Dismantle full modular male toilet	No.	1			
15.5.7	Dismantle kitchen unit	No.	1			
15.5.8	Dismantle movable office	No.	1			
15.5.9	Cost Per Kilometer, To Transport - (The base from which to measure delivery kilometer should be Nelspruit or the company should indicate its base in Mpumalanga Province)	Kilometer	1			
15.6	Re-Assembling					
15.6.1	Re-assemble movable classroom	No.	1			
15.6.2	Re-assemble movable admin block	No.	1			
15.6.3	Re-assemble standard modular female toilet	No.	1			
15.6.4	Re-assemble standard modular male toilet	No.	1			
15.6.5	Re-assemble full modular female toilets	No.	1			
15.6.6	Re-assemble full modular male toilet	No.	1			
15.6.7	Re-assemble kitchen unit	No.	1			
15.6.8	Re-assemble movable office	No.	1			
	SUB-TOTAL			R	R	R
	VAT					
	TOTAL (Relocations)					

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ITEM NO.	DESCRIPTION	UNIT	QTY	FIXED RATE YEAR 1	FIXED RATE YEAR 2	FIXED RATE YEAR 3
1	Disposal of Mobile Unit, size of mobile unit not exceeding 4m x 3.3m (i.e. Mobile ablution facilities etc.)	No.	1			
2	Disposal of Mobile Unit, size of mobile unit exceeding 4m x 3.3m but not exceeding 12m x 8m (i.e. Mobile Classes etc.)	No.	1			
	SUB-TOTAL			R	R	R
	VAT					
	TOTAL (Disposals)					

TOTAL	YEAR1	YEAR2	YEAR3
A:(New Movable Units)	R	R	R
B: Maintenance of movable units	R	R	R
C: Establishment of a new school through movable units	R	R	R
D: Relocation	R	R	R
E:Disposal	R	R	R
TOTAL BID PRICE (Y1+Y2+Y3)	R		

NB: All prices shall be VAT inclusive and fixed for the duration of the contract. Distance travelled will be claimed from Nelspruit as a base or factory of production (whichever is the shortest distance to the point of supply).

SIGNATURE OF TENDERER
OR AUTHORISED PERSON

DATE



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**Select the applicable option Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)																	
Trading name (if applicable)																	
ID/Passport no									Company/Close Corp. registered no								
Income Tax ref no									PAYE ref no	7							
VAT registration no	4								SDL ref no	L							
Customs code									UIF ref no	U							
Telephone no									Fax no								
E-mail address																	
Physical address																	
Postal address																	

Particulars of representative (Public Officer/Trustee/Partner)

Surname																	
First names																	
ID/Passport no									Income Tax ref no								
Telephone no									Fax no								
E-mail address																	
Physical address																	

Particulars of tender (If applicable)Tender number Estimated Tender amount R Expected duration of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

Declaration

I declare that the Information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

- 2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SBD4

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise that are at least 51% that are black owned	2			
Enterprise that are at least 51% women owned	2			
Enterprise that are at least 25% owned by disabled person	2			
Enterprise that are at least 25% ownership by youth	2			
Corporate Social Investment (CSI) or Social Labour Plan proposition to claim points	2			

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

- ☐ Non-Profit Company
☐ State Owned Company
[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)