

Tender Notice and Invitation to Tender – ZNB02376/00000/00/DUR/GEN/24/T

KwaZulu-Natal Department of Transport: Durban Region – Supply and Delivery of Various Minor Plant Items

It is estimated that interested service providers, who can **supply and deliver various minor plant items** and that satisfy criteria stated in the Tender Data, may submit Tender offers. The Department reserves the right to **not award this bid**.

Prequalifying Criteria

The KwaZulu-Natal Department of Transport is applying pre-qualifying criteria for this bid in terms of Regulation four of the PPPFA Regulations, 2017. Only tenderers who meet the minimum pre-qualifying criteria will be considered for evaluation and award. The pre-qualifying criteria for this bid are as follows:

- A tenderer who is an EME or QSE; and
- A tenderer having a Level 1 B-BBEE Status Level of Contributor.

COMPULSORY BRIEFING SESSION

The Briefing sessions will be conducted at the Cost Centre Metro located at Sialkot Crescent, Merebank, 4059 on the date: 31 May 2024_____

Queries relating to the issues of these documents may be addressed to Sajal Sunnyslall Tel. No. (031) 700 2222:
E-mail: Sajal.Sunnyslall@kzntransport.gov.za

This tender closing time a11h00 on Thursday 27 June 2024 at Kwa-Zulu Natal Department of Transport 4 Aubrey Road, Westmead, Pinetown 3600.

LATE SUBMISSION WILL NOT BE CONSIDERED

ADVERTISEMENT

* E Tender Portal

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER:		CLOSING DATE:		CLOSING TIME:		11:00AM	
DESCRIPTION		SUPPLY AND DELIVERY OF VARIOUS MINOR PLANT ITEMS					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
04 AUBREY ROAD							
PINETOWN							
3600							
(TENDER BOX IN FOYER)							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON		NAD GOVENDER		CONTACT PERSON		SAJAL SUNNYLALL	
TELEPHONE NUMBER		031 7002222		TELEPHONE NUMBER		060 984 4421	
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS		NAD.GOVENDER@KZNTRANSPORT.GOV.ZA		E-MAIL ADDRESS		SAJAL.SUNNYLALL@KZNTRANSPORT.GOV.ZA	
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER		CODE		NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER		CODE		NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER 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?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

NOTICES TO RESPONDENTS REGARDING THE COMPLETION OF FORMS

PLEASE NOTE THAT THIS CALL FOR BIDS IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the Bids forms be retyped or redrafted, but can be completed online without changing any words. Photocopies of the original Bids documentation may be used, but an original signature must appear on such photocopies.
3. The Respondent is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the Bids documents.
6. Each Bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the Respondent, the Bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any Bids other than that shown on the envelope. If this provision is not complied with, such Bids may be rejected as being invalid.
7. All Bids received in sealed envelopes with the relevant Bids numbers on the envelopes are kept unopened in safe custody until the closing time of the Bids. Where, however, a Bids is received open, it shall be sealed. If it is received without a Bids number on the envelope, it shall be opened, the Bid number ascertained, the envelope sealed and the Bid number written on the envelope.
8. A specific box is provided for the receipt of Bids, and no Bids found in any other box or elsewhere subsequent to the closing date and time of Bids will be considered.
9. No Bids sent through the post/courier will be considered if it is received after the closing date and time stipulated in the BIDS documentation, and proof of posting/couriering will not be accepted as proof of delivery.
10. No Bids submitted by telefax, telegraphic will be considered.
11. Bids documents must not be included in packages containing samples. Such Bids may be rejected as being invalid.
12. Any alteration made by the Respondent must be initialled. If not initialled the Respondent may be disqualified.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of Bids.
15. Where practical, prices will be made public at the time of opening Bids.
16. A compulsory briefing session will be held.
17. All technical specifications should be completed in the spaces provided on the specification sheet sections 1 to 18. Failure to complete and/or incomplete information will render the bid unsuccessful.

Rights to Award

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

Price Negotiation.

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

KZN DoT supports the spirit of economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the KZNDOT does not support any form of fronting.

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

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

Site/Building/Institution Involved: **Department Of Transport – Durban Regional Office**

ZNQService: SUPPLY AND DELIVERY OF VARIOUS MINOR PLANT ITEMS

This is to certify that (name) _____

On behalf of _____

Visited and inspected the site on ____/____/____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: / /

Name of Departmental Representative
(PRINT NAME)

Departmental Stamp With Signature

AUTHORITY TO SIGN

Bid/Quotation no.NO. ZNQ

.....
.....

Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader

Name: _____

Registration Number:_____

RESOLUTION OF THE DIRECTORS OF THE COMPANY etc RESOLVED that _____, in his/her capacity as _____, is authorised to make applications on behalf of the Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader for: any documentation relating to the business (which is not necessarily a change of ownership). The nominated person will also have access to webpage for the business.

Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader.

(sole member still must sign this resolution)

Signature of members:

Name	Signature	Date
1. _____	_____	_____.
2. _____	_____	_____.
3. _____	_____	_____.
4. _____	_____	_____.
5. _____	_____	_____.
6. _____	_____	_____.

Specimen signature of the signatory:_____.

Failure to complete, sign and date the relevant certificate(s) set out hereafter or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.

SBD 3.1**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....	Bid number: ZNQ
Closing Time	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1a	37	Hammer Breaker		
2a	24	Bow Saw		
2b	240	Bow Saw Blades		
3a	50	Vibratory Rammer Compactor		
4a	25	Soil Compactor		
5a	67	Pole Pruner		
5b	67	Pole Pruner Harness		
6a	20	Pressure Washer		
7a	147	Brush Cutter		
7b	147	Brush Cutter Helmet		
7c	147	Brush Cutter Apron		
7d	147	Brush Cutter 3 tooth steel blade		
7e	147	Brush Cutter Carrying Harness		
8a	33	Chainsaw		
9a	16	Asphalt Cutter		
10a	12	Rotary Hammer Drill		
10b	12	SDS Rotary Hammer Drill Bit Set		
11a	14	Angle Grinder		
11b	140	Angle Grinder Cutting Discs		
12a	20	Diesel Generator		
13a	22	Earth Auger		
13b	22	Earth Auger Drill Bits – 40mm		
13c	22	Earth Auger Drill Bits –60mm		
13d	22	Earth Auger Shaft Extension – 450mm		
14a	7	Concrete Mixer		
15a	16	80mm Water Pump		
15b	16	8m Suction Hose & Couplings		
15c	16	Inlet Strainer & Foot Valve		
16a	5	Single Drum Pedestrian Roller		
17a	15	Leaf Blower		
18a	5	Measuring Wheel		
Delivery				
Other: (Specify) 19.1. Delivery				
19.2.				
19.3.				
19.4.				
19.5.				

6.		
7.		
8.		
SUB-TOTAL		
VAT AT 15%		
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)		
<i>I (full name) _____, in my capacity as _____, the duly authorized representative of _____ (business name) hereby declares that the offer is in accordance with the attached specification, notes to suppliers & accepts all conditions/clauses contained in the said documents.</i>		
Signature of duly authorised representative _____		Date: _____

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not 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 with any person who is employed by the procuring institution?

YES	
NO	

- 2.2.1 If so, furnish particulars:

.....

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

- 2.3 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 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.

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.

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

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% owned by Black People	10	
51% Owned by Black Women	5	
51% Owned by Black Youth	5	

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:

.....

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

- - -

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1.

2.

DATE

GENERAL CONDITIONS OF CONTRACT

i. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

ii. Application

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

iii. General

- 1.1 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.
- 1.2 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

iv. Standards

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

v. Use of contract documents and information; inspection.

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

vi. Patent rights

- 1.1. 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.

2. Performance security

- 1.1 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.
- 1.2 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.
- 1.3 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:
 3. 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
 4. a cashier's or certified cheque
- 1.4 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.

2. Inspections, tests and analyses

- 2.1 All pre-bidding testing will be for the account of the bidder.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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

- a. 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.
- b. 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.

2. Delivery and documents

- a. 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.
- b. Documents to be submitted by the supplier are specified in SCC.

3. Insurance

- a. 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.

4. Transportation

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

5. Incidental Services

- a. 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.
- b. 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.

6. Spare parts

- a. 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.

7. Warranty

- a. 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.

- b. 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.
- c. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- d. 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.
- e. 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.

8. Payment

- a. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- b. 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.
- c. 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.
- d. Payment will be made in Rand unless otherwise stipulated in SCC.

9. Prices

- a. 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.

10. Contract amendments

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

11. Assignment

- a. 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.

12. Subcontracts

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

13. Delays in the supplier's performance

- a. 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.
- b. 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.
- c. 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.
- d. 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.

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

14. Penalties

- a. 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.

15. Termination for default

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - a. the name and address of the supplier and / or person restricted by the purchaser;
 - b. the date of commencement of the restriction
 - c. the period of restriction; and
 - d. the reasons for the restriction.
- i. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- g. 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.

16. Anti-dumping and countervailing duties and rights

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

17. Force Majeure

- a. 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.
- b. 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.

18. Termination for insolvency

- a. 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.

19. Settlement of Disputes

- a. 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.
- b. 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.
- c. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- d. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- e. 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.

20. Limitation of liability

- a. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - i. 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
 - ii. 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.

21. Governing language

- a. 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.

22. Applicable law

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

23. Notices

- a. 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
- b. 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.

24. Taxes and duties

- a. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- b. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- c. 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.

25. National Industrial Participation (NIP) Programme

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

26. Prohibition of Restrictive practices

- a. 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).
- b. 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.

SPECIFICATION

SPECIFICATIONS -SUPPLY AND DELIVERY OF VARIOUS MINOR PLANT ITEMS

The KZN Department of Transport – Durban Region requires the supply and delivery of the following minor plant items:

PLANT ORDER AND DELIVERY SCHEDULE

#	Description	Quantity
1	PETROL DRIVEN PAVING BREAKER	37
2	BOW SAW	24
3	VIBRATORY PLATE	50
4	SOIL COMPACTOR	25
5	POLE PRUNER	67
6	PRESSURE CLEANER	20
7	BRUSH CUTTER	147
8	CHAINSAW	33
9	ASHPHALT CUTTER	16
10	DRILL	12
11	GRINDER	14
12	DIESEL GENERATOR	20
13	AUGER	22
14	CONCRETE MIXER	7
15	WATER PUMP	16
16	MINI ASHPHALT ROLLER	5
17	BLOWER	15
18	MEASURING WHEEL	5

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

9. All items reflected in the schedule above must be delivered to the following locations accordingly and pricing should be included.

Kwazulu Natal Department of Transport Durban Region – Cost Centre Merebank

77 Sialkot Crescent, Merebank, 4000

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

For all technical queries relating to specifications and technical requirements, **contact Sajal Sunnyslall on 060 984 4421**

11. A compulsory briefing session will be held

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS, IN POINTS 1 TO 11, MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

____/____/____

SECTION 1

PETROL DRIVEN PAVING BREAKER

Technical Data	REQUIRED Value	Bidders Specification
Number of blows	1250/min	
Single beat energy	65J	
Length without tool	905mm	
Width without tool	492mm	
depth without tool	346mm	
Weight	25.20kg	
Effective power	1.7kW	
Nominal engine speed	4100/min	
Fuel consumption (kg/hr)	1.1kg/hr	
Lubrication interval	40.0h	
Tool holder	Hex 28x160	

Wacker Neuson BH65 or similar

SPECIFICATION CHECKLIST (Circle the correct option where applicable)

Number/quantity offered	
Make	
Model	
Country of origin	
Will each machine be supplied with the requested accessories/extras?	(yes/no)
Will the repair service of the machine offered be provided in the province of KwaZulu-Natal?	(yes/no)
How many months warranty is offered?	_____ months
Total price including VAT	R
Total price in words including VAT	
Will delivery and invoice be completed within 1 months of an official order receipt?	(yes/no)

NB: FAILURE TO PROVIDE FULL DETAILS OR COMPLY WITH ANY OF THE ABOVE PARTICULARS AND THE COMPLETE TECHNICAL SPECIFICATION WILL RENDER THE BID INVALID.

SECTION 2

BOW SAW



- Universal bow saw designed for cutting wet and dry wood – 600mm
- Blade made of high quality carbon steel C75S (10 blades to be included per saw)
- Induction hardened cutting teeth allow for safe and quick cutting and also limit saw clogging.
- Equipped with solid latch tension which enables its replacement and adjusting proper blade tension.
- Handle with additional finger protection fits to the hand.
- Saw's frame made of steel.

SPECIFICATION CHECKLIST (Circle the correct option where applicable)

Number/quantity offered	
Make	
Model	
Country of origin	
Will each machine be supplied with the requested accessories/extras?	(yes/no)
Total price including VAT	R
Total price in words including VAT	
Will delivery and invoice be completed within 1 months of an official order receipt?	(yes/no)

NB: FAILURE TO PROVIDE FULL DETAILS OR COMPLY WITH ANY OF THE ABOVE PARTICULARS AND THE COMPLETE TECHNICAL SPECIFICATION WILL RENDER THE BID INVALID.

SECTION 3
VIBRATORY PLATE

Operating data		<u>BIDDERS SPECIFICATION</u>
Operating weight (without water/fuel)	83 kg	
Centrifugal force	15 kN	
Base plate size (w x l)	500 x 588 mm	
Advance travel max. (depending on soil)	25 m/min	
Surface capacity max. (depending on soil)	600 m ² /h	
Engine / Motor	Air-cooled, single cylinder, 4-cycle gasoline engine	
Engine / Motor type	212 cm ³	
Engine performance (max.) at rpm 3,600 rpm	4.4 kW	
Fuel consumption	1 l/h	
Tank capacity (water)	8.3 l	
Tank capacity (fuel)	3.6 l	

WACKER NEUSON MP15 – VIBRATORY PLATE or similar

SPECIFICATION CHECKLIST (Circle the correct option where applicable)

Number/quantity offered	
Make	
Model	
Country of origin	
Will each machine be supplied with the requested accessories/extras?	(yes/no)
Will the repair service of the machine offered be provided in the province of KwaZulu-Natal?	(yes/no)
How many months warranty is offered?	_____ months
Total price including VAT	R
Total price in words including VAT	
Will delivery and invoice be completed within 1 months of an official order receipt?	(yes/no)

NB: FAILURE TO PROVIDE FULL DETAILS OR COMPLY WITH ANY OF THE ABOVE PARTICULARS AND THE COMPLETE TECHNICAL SPECIFICATION WILL RENDER THE BID INVALID.

SECTION 4
SOIL COMPACTOR

	Unit	Quantity	Unit	Quantity
OPERATING FLUIDS			Bidders Specification	
Oil volume	l	0,7		
Oil specification	SAE 10W-40			
Lubrication intervall	h	250		

ELECTRICAL SYSTEM			Bidders Specification	
Display Equipment	Operating hours counter			
Operating elements	Pushbutton OFF			

MECHANICAL DETAILS			Bidders Specification	
Length	mm	673		
Width	mm	343		
Height	mm	940		
Weight	kg	59		
Operating weight	kg	59		
Length Ramming Shoe	mm	340		
Width Ramming Shoe	mm	280		
Stroke at tamper	mm	64		

ENGINE			Bidders Specification	
Engine type	Gasoline engine			
Effective power	kW	2		
Nominal Engine speed	1/min	4.400		
Standard (Effective power)	ISO 3046-1			
Cylinder		1		
Cylinder capacity	cm3	80		
Engine Manufacturer				
Engine Designation				
Cooling	air cooling			
Tank capacity	l	2,9		
Exhaust-gas limit	EU Stage V, EPA TIER II			
Engine operating mode	two-stroke			
Fuel consumption	L/Std	1		
Fuel management	Carburettor			
Operating power	Kw	1,8		
Operating Engine speed	1/min	4.250		
Standard (Operating power)	ISO 3046-1			
Electrode distance	mm	0,50 - 0,80		
Starter type	Recoil starter			
Fuel consumption	kg/h	0,73		
Idling speed	1/min	2.000		
Fuel mix ratio	50:01,1			

MECHANICAL - OUTPUT DETAILS			Bidders Specification	
Forward running	m/min	9,5		
Number of blows	1/min	687		
Power of impact	kN	16		

WACKER NEUSON B50-2 Rammer with petrol engine or similar

SPECIFICATION CHECKLIST (Circle the correct option where applicable)

Number/quantity offered	
Make	
Model	
Country of origin	
Will each machine be supplied with the requested accessories/extras?	(yes/no)
Will the repair service of the machine offered be provided in the province of KwaZulu-Natal?	(yes/no)
How many months warranty is offered?	_____ months
Total price including VAT	R
Total price in words including VAT	
Will delivery and invoice be completed within 1 months of an official order receipt?	(yes/no)

NB: FAILURE TO PROVIDE FULL DETAILS OR COMPLY WITH ANY OF THE ABOVE PARTICULARS AND THE COMPLETE TECHNICAL SPECIFICATION WILL RENDER THE BID INVALID.

SECTION 5
POLE PRUNER

	<i>Unit</i>	<i>Quantity</i>	<i>Unit</i>	<i>Quantity</i>
Technical data			<i>Bidders Specification</i>	
Capacity	cm ³	25,4		
Performance	kW	0,95		
Weight	kg	7,3		
Rollomatic E, cutting length	cm	30		
Total length	cm	270		
Tank volume	l	0,44		
Anti vibration system		Standard AV-System		
Chain pitch	inch	3/8		
Oil tank volume	cm ³	220		
EPA Certified fuel consumption	l/h	0.762		

Stihl HT75 or similar

1. The machine is to be supplied with the necessary harness and protective gear.
2. All machines or equipment must be new and completely assembled and ready for use.

SPECIFICATION CHECKLIST (Circle the correct option where applicable)

Number/quantity offered	
Make	
Model	
Country of origin	
Will each machine be supplied with the requested accessories/extras?	(yes/no)
Will the repair service of the machine offered be provided in the province of KwaZulu-Natal?	(yes/no)
How many months warranty is offered?	_____months
Total price including VAT	R
Total price in words including VAT	
Will delivery and invoice be completed within 1 months of an official order receipt?	(yes/no)

NB: FAILURE TO PROVIDE FULL DETAILS OR COMPLY WITH ANY OF THE ABOVE PARTICULARS AND THE COMPLETE TECHNICAL SPECIFICATION WILL RENDER THE BID INVALID.

SECTION 6
PRESSURE WASHER

Technical data

BIDDERS SPECIFICATION

Flow rate (l/h)	600	
Working pressure (bar/MPa)	150 / 15	
Max. pressure (bar/MPa)	200 / 20	
Water inlet	R 3/4"	
Drive type	Petrol	
Motor type	G200FA	
Number of simultaneous users	1	
Portability	High	
Weight (with accessories) (kg)	42.5	
Weight incl. packaging (kg)	43.6	
Dimensions (L x W x H) (mm)	878 x 538 x 702	

KARCHER HIGH-PRESSURE WASHER HD 6/15 G Classic OR *similar*

Equipment must include:

- Spray gun: Standard
- High-pressure hose: 10 m
- Power nozzle
- Cage protective frame
- Crankshaft pump with ceramic pistons

SPECIFICATION CHECKLIST (Circle the correct option where applicable)

Number/quantity offered	
Make	
Model	
Country of origin	
Will each machine be supplied with the requested accessories/extras?	(yes/no)
Will the repair service of the machine offered be provided in the province of KwaZulu-Natal?	(yes/no)
How many months warranty is offered?	_____months
Total price including VAT	R
Total price in words including VAT	
Will delivery and invoice be completed within 1 months of an official order receipt?	(yes/no)

NB: FAILURE TO PROVIDE FULL DETAILS OR COMPLY WITH ANY OF THE ABOVE PARTICULARS AND THE COMPLETE TECHNICAL SPECIFICATION WILL RENDER THE BID INVALID.

SECTION 7
BRUSHCUTTER

			<i>Bidders Specification</i>	
Technical specifications	Unit	Quantity	Unit	Quantity
Displacement	cc	41.6		
Power output	kW	2		
Weight	kg	8		
Sound pressure level with plastic tool	dB(A)	100		
Sound power level	dB(A)	112		
Fuel capacity	L	0.75		
Blade	3 Tooth Brush cutter 305mm x 4mm x 25.4mm - Steel Extra Heavy Duty			
Total length	cm	185		

Stihl FS291 or similar

1. A heavy-duty brush cutter suitable for continuous cutting of brush is required (Stihl FS 291 or similar). The machine is to be complete with all accessories and is to be ready to operate. It is to consist of a tubular frame with the engine so mounted that the cutting head is well balanced when the machine is carried by the operator.
2. The carrying harness is to distribute the mass of the machine on both shoulders and is to be properly adjustable. Liberal padding is to be fitted to the straps to cushion the load. A quick release is to be provided.
3. The total mass of the machine is to be approximately 8kg.
4. The cutter is to be powered by a two stroke petrol engine having a capacity of not less than 41.6 cc driving through a centrifugal clutch and robust drive shaft. Engine power should be a minimum of 2 kW.
5. All components of the engine are to be completely enclosed and protected against accidental damage.
6. A heavy-duty air cleaner is to be fitted.
7. Throttle control is to be such that when it is released, the engine returns to idle speed.
8. The cutting blade is to be driven by an angle drive and fitted with a suitable guard which projects sufficiently to prevent the blade coming into contact with the surface when the machine is at rest on the ground.
9. The cutter is to be fitted with a steel brush knife suitable for cutting grass and light brush.
10. The fuel tank filler is to be so arranged that the tank is easily filled.
11. The machine is to be so constructed as to cut down the transmission of vibration to the operator.
12. Bidders must stock an adequate supply of spare parts in KwaZulu-Natal for the machines or equipment offered.
13. To include helmet, harness and apron.
14. Bidders must provide a repair service in the Province of KwaZulu-Natal.
15. 2 x Extra heavy-duty steel 3 tooth steel cutters to be supplied per brush cutter

SPECIFICATION CHECKLIST (Circle the correct option where applicable)

Number/quantity offered	
Make	
Model	
Country of origin	
Will each machine be supplied with the requested accessories/extras?	(yes/no)
Will the repair service of the machine offered be provided in the province of KwaZulu-Natal?	(yes/no)
How many months warranty is offered?	_____months
Total price including VAT	R
Total price in words including VAT	
Will delivery and invoice be completed within 1 months of an official order receipt?	(yes/no)

NB: FAILURE TO PROVIDE FULL DETAILS OR COMPLY WITH ANY OF THE ABOVE PARTICULARS AND THE COMPLETE TECHNICAL SPECIFICATION WILL RENDER THE BID INVALID.

SECTION 8
CHAIN SAW: LONG CUTTER

	<i>Unit</i>	<i>Quantity</i>	<i>Unit</i>	<i>Quantity</i>
DESCRIPTION			<i>Bidders Specification</i>	
Displacement	cm ³	72,2		
Performance	kW	4,4		
Weight	kg	6		
Power-to-weight ratio	kg/kW	1,4		
Sound pressure level	dB(A)	108		
Sound power level	dB(A)	119		
Oilomatic saw chain pitch/type	INCH	3/8		
Tank volume	l	0,72		
Chain brake		QuickStop		
Anti vibration system		Standard AV-System		
Handle design		Standardgriff		
Chain pitch	INCH	3/8		
Carburettor		Limiter Caps		
Oil tank volume	cm ³	340		

Stihl MS462 or similar

A. Chainsaw Long Cutter

1. The control handles must be so constructed to eliminate the transmission of vibration to the operator. The chainsaw is to be fitted with the necessary hand guards.
2. All machines or equipment must be new and completely assembled and ready for use.
3. Brand of machine supplied must have a repair agent within the province of Kwazulu Natal.

SPECIFICATION CHECKLIST (Circle the correct option where applicable)

Number/quantity offered	
Make	
Model	
Country of origin	
Will each machine be supplied with the requested accessories/extras?	(yes/no)
Will the repair service of the machine offered be provided in the province of KwaZulu-Natal?	(yes/no)
How many months warranty is offered?	_____ months
Total price including VAT	R
Total price in words including VAT	
Will delivery and invoice be completed within 1 months of an official order receipt?	(yes/no)

NB: FAILURE TO PROVIDE FULL DETAILS OR COMPLY WITH ANY OF THE ABOVE PARTICULARS AND THE COMPLETE TECHNICAL SPECIFICATION WILL RENDER THE BID INVALID.

SECTION 9**ASPHALT CUTTER*****BIDDERS SPECIFICATION***

L x W x H (handle not extended)	830 × 488 × 880 mm	
Weight (without water/fuel)	69 kg	
Blade diameter	350 mm	
Blade arbor	25.4 mm	
Cutting depth (max.)	120 mm	
Nominal speed	2,500 rpm	
Tank capacity (water)	20 l	
Engine / Motor	Air-cooled, single cylinder, 4-cycle gasoline engine	
Engine / Motor manufacturer	Loncin-G210F	
Displacement	212 cm ³	
Power	4.4 kW	
at rpm	3,600 rpm	
Fuel type	Gasoline	
Fuel consumption	1.7 l/h	
Tank capacity (fuel)	3.6 l	

WACKER MFS 735 or similar

SPECIFICATION CHECKLIST (Circle the correct option where applicable)

Number/quantity offered	
Make	
Model	
Country of origin	
Will each machine be supplied with the requested accessories/extras?	(yes/no)
Will the repair service of the machine offered be provided in the province of KwaZulu-Natal?	(yes/no)
How many months warranty is offered?	_____ months
Total price including VAT	R
Total price in words including VAT	
Will delivery and invoice be completed within 1 months of an official order receipt?	(yes/no)

NB: FAILURE TO PROVIDE FULL DETAILS OR COMPLY WITH ANY OF THE ABOVE PARTICULARS AND THE COMPLETE TECHNICAL SPECIFICATION WILL RENDER THE BID INVALID.

SECTION 10
ROTARY HAMMER DRILL

- Quick change keyless drill chuck: from SDS-plus to 3 jaw chuck literally in a second.
- 3 operation modes - hammering, hammering with rotation, rotation.
- Ergonomic D-Shaped handle with rubberized soft grip provides more comfort and better control while minimizing hand fatigue and pain.
- One-touch sliding chuck for easy bit change.
- Easy-to-operate large trigger switch and lock-on button.
- Double Insulation, Variable Speed, Reversing, SDS Plus, Torque Limiter and Carry Case.

Technical Data

Bidders Specification

Continuous rating input	780W	
Capacity	Concrete: 24mm Steel:13mm Wood:32mm	
Impacts per minute	0 - 4,500	
No load speed (r/min)	0 - 1,100r/min	
Dimensions (L x W x H)	394 x 84 x 214mm	
Net weight / Power supply cord	3.0kg / 2.5m	

Includes

Depth gauge
side grip.
Carry Case

Keyless Chuck

Concrete and Masonry SDS drill bit set (min 12 pieces) – high performance

Steel SDS drill bit set (min 12 pieces) – high performance

Makita Rotary Hammer Drill HR2470T OR *similar*

SPECIFICATION CHECKLIST (Circle the correct option where applicable)

Number/quantity offered	
Make	
Model	
Country of origin	
Will each machine be supplied with the requested accessories/extras?	(yes/no)
Will the repair service of the machine offered be provided in the province of KwaZulu-Natal?	(yes/no)
How many months warranty is offered?	_____ months
Total price including VAT	R
Total price in words including VAT	
Will delivery and invoice be completed within 1 months of an official order receipt?	(yes/no)

NB: FAILURE TO PROVIDE FULL DETAILS OR COMPLY WITH ANY OF THE ABOVE PARTICULARS AND THE COMPLETE TECHNICAL SPECIFICATION WILL RENDER THE BID INVALID.

SECTION 11

ANGLE GRINDER



Characteristics

Bidders Specification

Disc-Ø	150	mm	
Rated input power	1900	W	
Output power	1220	W	
No-load speed	9600	rpm	
Speed at rated load	9600	rpm	
Torque	4.5	Nm	
Spindle thread	M14		
Handle circumference	197	mm	
Weight (without power cable)	2.8	kg	
Cable length	4	m	

Vibration

Surface grinding	4.5	m/s ²	
Uncertainty of measurement K	1.5	m/s ²	
Grinding with sandpaper	4.2	m/s ²	
Uncertainty of measurement K	1.5	m/s ²	

Noise emission

Sound pressure level	93	dB(A)	
Sound power level (LwA)	104	dB(A)	
Uncertainty of measurement K	3	dB(A)	

- With powerful 1,900 Watt and M-brush technology equipped for industrial use
- service-free carbon brushes with triple service life for an entire machine life
- Full-wave Electronics: fast work progress by means of constant speed under load
- Tool free, fast disc change at the touch of a button

- Tool-free adjustable guard; twist-proof
- Low-vibration side handle
- Anti-vibration system: integrated auto-balancer for up to 50% less hand-arm vibrations, longer service life of the machine and up to twice the service life of the grinding wheels
- Paddle switch with dead man function: safe to operate due to an ergonomically integrated non-slip switch
- Fastest brake system for highest user safety: patented, mechanical disc brake stops the disc within 2 seconds after switching off, even in the event of a power cut
- Mechanical safety clutch: minimises kick-back to the lowest level when the disc jams unexpectedly - for maximum user safety and swift progress
- Electronic overload protection, soft start and restart protection
- Gear housing can be unscrewed, rotated in 90° steps and remounted for left-handed operation or cutting
- Steel ring to accommodate the carabiner secures the angle grinder against falling when working at great heights

Must Include: 10 Cutting Discs per machine

METABO WEPBA 19-150 Q DS M-BRUSH (613117000) ANGLE GRINDER OR *similar*

SPECIFICATION CHECKLIST (Circle the correct option where applicable)

Number/quantity offered	
Make	
Model	
Country of origin	
Will each machine be supplied with the requested accessories/extras?	(yes/no)
Will the repair service of the machine offered be provided in the province of KwaZulu-Natal?	(yes/no)
How many months warranty is offered?	_____ months
Total price including VAT	R
Total price in words including VAT	
Will delivery and invoice be completed within 1 months of an official order receipt?	(yes/no)

NB: FAILURE TO PROVIDE FULL DETAILS OR COMPLY WITH ANY OF THE ABOVE PARTICULARS AND THE COMPLETE TECHNICAL SPECIFICATION WILL RENDER THE BID INVALID.

SECTION 12
DIESEL GENERATOR

<i>Description</i>	<i>Specification</i>	<i>Bidders Specification</i>
Engine Displacement (CC)	499	
Starting Method	Electric	
Rated Voltage(V)	230	
Rated Frequency (Hz)	50	
Rated Output (kVA)	6,5	
Max Output (kVA)	7	
Amperage (Amps)	28,26	
Fuel Tank Capacity (L)	18	
Weight (kg)	117	
Pure Copper Alternator	Yes	
Advanced AVR	Yes	
4 Stage Digital Meter	Yes	
Low Oil Alert Sensor	Yes	
Service Kit Included	Yes	
Cont. Running Time @50% Load (hrs)	11	
Cont. Running Time @100% Load (hrs)	6	
Noise level@ 100% Load@ 7m	108	
distance open air *db)		
Battery: Lithium-Ion Battery 6 Amp	Yes	
Packaging Dimensions & Weight	Length: 700mm	
	Width: 560mm	
	Height: 790mm	
	Weight: 117kg	

GENTECH POWER 7 KVA ELECTRIC START DIESEL GENERATOR or similar

SPECIFICATION CHECKLIST (Circle the correct option where applicable)

Number/quantity offered	
Make	
Model	
Country of origin	
Will each machine be supplied with the requested accessories/extras?	(yes/no)
Will the repair service of the machine offered be provided in the province of KwaZulu-Natal?	(yes/no)
How many months warranty is offered?	_____ months
Total price including VAT	R
Total price in words including VAT	
Will delivery and invoice be completed within 1 months of an official order receipt?	(yes/no)

NB: FAILURE TO PROVIDE FULL DETAILS OR COMPLY WITH ANY OF THE ABOVE PARTICULARS AND THE COMPLETE TECHNICAL SPECIFICATION WILL RENDER THE BID INVALID.

SECTION 13 EARTH AUGER



Technical specifications

Technical specifications	Value	Bidders Specification
Displacement	36,3 cm ³	
Power output	1,4/1,9 kW/bhp	
Weight ¹⁾	10 kg	
Sound pressure level ²⁾	92 dB(A)	
Sound power level ²⁾	100 dB(A)	
Vibration level left/right ³⁾	1,7/2 m/s ²	

To include the following:

1. LARGE-AREA SUPPORT CUSHION

FOR GOOD CONTROL. With the large-area support cushion, you can guide your earth auger smoothly and precisely. The cushion fits comfortably against your body during drilling, providing optimal hold and good guidance.

2. 4-MIX engine

The 1.4 kW 4-MIX engine combines the advantages of a two-stroke and a four-stroke engine - it is economical, smooth, responsive and powerful. It produces less emissions and doesn't need an oil service.

3. Long-life air filter system

Together with the compensator that is integrated into the carburettor, the long-life air filter system offers long cleaning intervals and reliable engine protection.

4. QUICKSTOP DRILL BRAKE

FOR SAFE WORK. The QuickStop drill brake stops the drill if your earth auger gets stuck in the ground and causes the trigger lever to hit your thigh. The braking device ensures that the engine no longer transmits its force to the drill element, while the engine and drill element remain coupled. This means that you can simply unscrew the jammed drill in an anti-clockwise direction.

5. Vibration dampening frame

The vibration-dampening frame with four vibration elements provides comfortable working and reduces fatigue when drilling. The engine is positioned separately from the handle frame, allowing easier working over longer periods.

6. Multi-function handle

All operating elements for the engine control are integrated into the right-hand handle, enabling the drill to be operated by finger pressure. The hand always remains in a working position.

7. Earth Auger Drill Bits – 40mm and 60mm

8. Earth Auger Shaft Extension – 450mm

STIHL BT131 OR *similar*

SPECIFICATION CHECKLIST (Circle the correct option where applicable)

Number/quantity offered	
Make	
Model	
Country of origin	
Will each machine be supplied with the requested accessories/extras?	(yes/no)
Will the repair service of the machine offered be provided in the province of KwaZulu-Natal?	(yes/no)
How many months warranty is offered?	_____months
Total price including VAT	R
Total price in words including VAT	
Will delivery and invoice be completed within 1 months of an official order receipt?	(yes/no)

NB: FAILURE TO PROVIDE FULL DETAILS OR COMPLY WITH ANY OF THE ABOVE PARTICULARS AND THE COMPLETE TECHNICAL SPECIFICATION WILL RENDER THE BID INVALID.

SECTION 14 CONCRETE MIXER



		BIDDERS SPECIFICATION
Type	Diesel Engine	
Power	4.8hp	
	Technical Specifications 400L	
Total volume	400L	
Output capacity (mixed)	310L	
Number of cycles/hour	15	
Hourly production	4.65m ³ /h	
Drum rotation	30rpm (60Hz)	
Belt	In "V" A-48	
Weight	218kg	
Dimensions (l x w x h) cm	189x87x148	
Drum plate thickness	2mm	
Flywheel protection	Steel Plate	
Ring gear protection	Included	
Wheels	68mm Rubber	
Volumetric weight	486	

TURNER MORRIS Concrete Mixer 400 L Yanmar Diesel Engine 4.8Hp or *similar*

SPECIFICATION CHECKLIST (Circle the correct option where applicable)

Number/quantity offered	
Make	
Model	
Country of origin	
Will each machine be supplied with the requested accessories/extras?	(yes/no)
Will the repair service of the machine offered be provided in the province of KwaZulu-Natal?	(yes/no)
How many months warranty is offered?	_____ months
Total price including VAT	R
Total price in words including VAT	
Will delivery and invoice be completed within 1 months of an official order receipt?	(yes/no)

NB: FAILURE TO PROVIDE FULL DETAILS OR COMPLY WITH ANY OF THE ABOVE PARTICULARS AND THE COMPLETE TECHNICAL SPECIFICATION WILL RENDER THE BID INVALID.

SECTION 15
80mm WATER PUMP

		<i>Bidders Specification</i>
Engine:	GP160H 3.6 Kw (4.9hp) 4-stroke OHV single cylinder	
Displacement cc:	163 cc	
Start:	Recoil Start	
Fuel Type:	Unleaded	
Fuel Tank Capacity:	3.1 Litres	
Total Head:	23 m head max, psi (max pressure this pump will pump to)	
Suction Head:	7.5 meters (this is the maximum depth that this pump will suck water from)	
Maximum Pumping Capacity:	1100 litres (66000 litres/hour)	
Suction Port Diameter:	80mm (3") threaded inlet	
Discharge Port Diameter:	80 mm (3") threaded outlet	
Self-Priming Pump:	Yes	
Self-Priming Time (AT 5m):	50 sec at 5m	
Pump Type:	Centrifugal volume pump	
Pump:	Aluminium pump head with cast iron impellor and volute	
Mechanical seal:	Carbon Ceramic	
Oil Alert:	Yes (Low oil cut out system)	
Dimensions:	510 X 385 X 435	
Dry Weight (KG):	25	
Frame:	Roll frame with rubber feet	
Hose Band/Strainer:	Yes	

Honda 80mm 3" Water Pump GP160 or similar

EQUIPMENT

The pump is to be supplied complete with 8 metres of suction hose with all necessary couplings and inlet strainer and foot valve. The suction hose is to be of heavy duty helically reinforced plastic type. The pump is to be fitted with quick release couplings. The pump is to be fitted with a renewable wear plate and it is to be easily adjustable.

SPECIFICATION CHECKLIST (Circle the correct option where applicable)

Number/quantity offered	
Make	
Model	
Country of origin	
Will each machine be supplied with the requested accessories/extras?	(yes/no)
Will the repair service of the machine offered be provided in the province of KwaZulu-Natal?	(yes/no)
How many months warranty is offered?	_____months
Total price including VAT	R
Total price in words including VAT	
Will delivery and invoice be completed within 1 months of an official order receipt?	(yes/no)

NB: FAILURE TO PROVIDE FULL DETAILS OR COMPLY WITH ANY OF THE ABOVE PARTICULARS AND THE COMPLETE TECHNICAL SPECIFICATION WILL RENDER THE BID INVALID.

SECTION 16
ROLLER VIBRATING, SINGLE DRUM, 140 - 150 kg

Unit		Quantity	Unit	Quantity
Weights			Bidders Specification	
Operating weight CECE	kg	150		
Basic weight	kg	141		
Static linear load CECE	kg/cm	2,7		

Dimensions			Bidders Specification	
Working width	mm	560		

Driving Characteristics			Bidders Specification	
Speed (1), forward	km/h	0- 5,0		
Speed (1), reverse	km/h	0- 2,5		
Max. gradeability without/with vibr.	%	40/35		

Drive			Bidders Specification	
Emission stage		Stage V / CARB P.3		
Cooling		air		
Number of cylinders		1		
Performance SAE J 1349	kW	2,2		
Speed	min-1	2.800		
Fuel		Gasoline		
Starting device		Recoil starter		
Drive system		mech.		
Fuel comsump. aver. during operation	l/h	0,7		

Exciter system			Bidders Specification	
Drive system		mech.		
Frequency	Hz	77		
Amplitude	mm	0,5		
Centrifugal force	kN	10		

Sprinkler System			Bidders Specification	
Type of sprinkling		gravity		

Capacities			Bidders Specification	
Fuel	L	2,5		
Water	L	16		

Bomag BW 55 E or similar

SPECIFICATION CHECKLIST (Circle the correct option where applicable)

Number/quantity offered	
Make	
Model	
Country of origin	
Will each machine be supplied with the requested accessories/extras?	(yes/no)
Will the repair service of the machine offered be provided in the province of KwaZulu-Natal?	(yes/no)
How many months warranty is offered?	_____months
Total price including VAT	R
Total price in words including VAT	
Will delivery and invoice be completed within 1 months of an official order receipt?	(yes/no)

NB: FAILURE TO PROVIDE FULL DETAILS OR COMPLY WITH ANY OF THE ABOVE PARTICULARS AND THE COMPLETE TECHNICAL SPECIFICATION WILL RENDER THE BID INVALID.

SECTION 17
LEAF BLOWER

TECHNICAL DETAILS	
Capacity	27,2 cm ³
Performance	0,7 kW
Weight	4,1 kg
Blowing force	13 N
Sound power level	105 dB(A)
Max. air throughput	730 m ³ /h
Tank volume	0,54 l
Max. air speed	71 m/s
Sound pressure level	94 dB(A)
EPA Certified fuel consumption	0,46-0,491 l/h
Sound power level	104 dB(A)

STIHL BG 56 PETROL BLOWER OR *similar*

SPECIFICATION CHECKLIST (Circle the correct option where applicable)

Number/quantity offered	
Make	
Model	
Country of origin	
Will each machine be supplied with the requested accessories/extras?	(yes/no)
Will the repair service of the machine offered be provided in the province of KwaZulu-Natal?	(yes/no)
How many months warranty is offered?	_____ months
Total price including VAT	R
Total price in words including VAT	
Will delivery and invoice be completed within 1 months of an official order receipt?	(yes/no)

NB: FAILURE TO PROVIDE FULL DETAILS OR COMPLY WITH ANY OF THE ABOVE PARTICULARS AND THE COMPLETE TECHNICAL SPECIFICATION WILL RENDER THE BID INVALID.

SECTION 18
MEASURING WHEEL



- For measuring roads or construction zone
- 318mm wheel diameter
- Back-lit display with a switch in the handle
- Adds moving forward subtracts in reverse
- Fold-able shaft for storage
- Measuring distance of 9.99km or more
- Display to indicate distance up to 2 decimal spaces

SPECIFICATION CHECKLIST (Circle the correct option where applicable)

Number/quantity offered	
Make	
Model	
Country of origin	
How many months warranty is offered?	_____months
Total price including VAT	R
Total price in words including VAT	
Will delivery and invoice be completed within 1 months of an official order receipt?	(yes/no)

NB: FAILURE TO PROVIDE FULL DETAILS OR COMPLY WITH ANY OF THE ABOVE PARTICULARS AND THE COMPLETE TECHNICAL SPECIFICATION WILL RENDER THE BID INVALID.