

RFQ NO: 0548936

THE APPOINTMENT OF A CONTRACTOR TO DO ELECTRICAL FAULT FINDING, FIX AND ISSUE COC TO BOTSHABELO LABORATORY, JOE MOROLONG LABORATORY, BETHLEHEM LABORATORY AND NATIONAL STAT LABORATORY

ISSUED BY:

CONSTRUCTION INDUSTRY DEVELOPMENT BOARD 2 Dr LATEGAN ROAD GROENKLOOF 0075

PREPARED BY:

NHLS BRAAMFONTEIN CORNER HOSPITAL & DE KORTE STREET BRAAMFONTEIN , SECURITY OFFICE BRAAMFONTEIN JOHANNESBURG 2031

Proposal Queries:	Technical Queries:	
Contact Name: Bethuel Mogoru	Contact Name:	
Telephone: 011 489 9152	Telephone:	

NAME OF TENDERER:	
CLOSING DATE: 24 NOVEMBER 2023 AT 11:00 AM	

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RFQ

PROPOSAL PROCEDURES

1.1 NOTICE AND INVITATION TO SUBMIT PROPOSALS

National Health Laboratory Services invites RFQ's for the appointment of a contractor to do electrical fault finding, fix and issue COC to Botshabelo Laboratory, Joe Morolong Laboratory, Bethlehem Laboratory and National Stat Laboratory.

Only tenderers who are already registered in terms of the Construction Industry Development Regulations in cidb grading designation **1EB** or higher are eligible to submit proposal.

COMPULSORY BRIEFING AND SITE INSPETION

THERE WILL BE NO SITE BRIEFING HOWEVER IT IS STRONLY RECOMMENDED THAT THE BIDDERS VISIT THE SITES TO GET A BETTER UNDERSTANDING OF THE JOB REQUIREMENTS.

Technical proposal will be evaluated on Administrative / Mandatory Requirements and on Functionality.

Bidders who fail to comply with all technical evaluation requirements will not be considered further.

Financial proposal will be evaluated on price and B-BBEE as outlined in this document.

THE CLOSING DATE AND TIME FOR RECEIPT OF PROPOSAL IS 21 NOVEMBER 2023 at 11h00am

Only Proposal complying with the following requirements will be considered:

- i) The request for proposal is for contractors who have a CIDB contractor grading as outlined above
- ii) Proposal submitted on the prescribed format
- iii) Proposal should be hand delivered to:

TENDER BOX

NHLS BRAAMFONTEIN

Corner Hospital & De Korte Street

Braamfontein, security office

Johannesburg

BRAAMFONTEIN

Closing date: 24 NOVEMBER 2023 @11h00

IT MUST BE MARKED CLEARLY WITH RFQ 0548936 Att Bethuel Mogoru

Telegraphic, telephonic, t	telex, facsimile and	late proposal will not be accepted.
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Requirements for sealing, addressing, delivery, opening and assessment of proposal are stated in the Submission Data.

PART A REQUEST FOR PROPOSAL

YOU ARE HEREBY INVITED TO SUBMIT PROPOSAL FOR THE REPAIRS SERVICES, ROOF LEAKS (WATERPROOFING) AT THE CIDB CENTURION OFFICES					
RFQ NUMBER:	0548936 CLOSING DATE: 24 NOVEMBER 2023 CLOSING TIME: 11h00am				11h00am
DESCRIPTION	THE APPOINTMENT OF A CONTRACTOR TO DO ELECTRICAL FAULT FINDING, FIX AND ISSUE COC TO BOTSHABELO LABORATORY, JOE MOROLONG LABORATORY, BETHLEHEM LABORATORY AND NATIONAL STAT LABORATORY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7.1) OR AGRREMENT OF FORM OF OFFER AND ACCEPTANCE.					

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					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	B-BBEE STATUS LEVEL		☐ Yes ☐ No		
[TICK APPLICABLE BOX]			OWORN A		_

[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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED					
3. SIGNATURE OF BIDDER		4. DATE			
5. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY	Y BE DIRECTED TO: TECHNICAL INFORMATION MAY BE		AY BE DIRECTED TO:		
DEPARTMENT/ORGANIZATION	CIDB	CONTACT PERSON			
CONTACT PERSON		TELEPHONE NUMBER			
TELEPHONE NUMBER		FACSIMILE NUMBER			
FACSIMILE NUMBER		E-MAIL ADDRESS			
E-MAIL ADDRESS					

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)		
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017		
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.		
2.3.	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.		
2.4.	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.		
2.5.	BIDDERS MAY ALSO SUBMIT A PRINTED TCC CERTIFICATE TOGETHER WITH THE BID.		
2.6.	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCC CERTIFICATE / PIN / CSD NUMBER.		
2.7.	Y. WHERE NO TCC IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.		
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?		
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		
CON	HE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX MPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT SISTER AS PER 2.3 ABOVE.		
	B: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. D BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.		
SI	GNATURE OF BIDDER:		
C	APACITY UNDER WHICH THIS BID IS SIGNED:		
D/	ATE:		

IMPORTANT NOTICE

Bidders should ensure that proposal are hand delivered to NHLS BRAAMFONTEIN

Corner Hospital & De Korte Street
Braamfontein, security office
Johannesburg 24 NOVEMBER 2023 @11h00 IT MUST BE
MARKED CLEARLY WITH RFQ 0548936 Att Bethuel Mogoru
BRAAMFONTEIN

If the bid is late, it will not be accepted for consideration.

Proposal must be submitted on the official forms – (not to be re-typed)

The contractor will be responsible for final measurements.

Writing must be in block letters and black ink.

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, The General Conditions of Contract for Construction Works and any other special conditions of contract specified by CIDB.

TECHNICAL ENQUIRIES

Should you require any further information in this regard, please do not hesitate to contact:

Name: Bethuel Mogoru

Office Telephone No.: 011 489 9152 E-mail: bethuel.mogoru@nhls.ac.za

SUBMISSION DATA

Clause number	Submission Data			
	This Request for Proposal is intended to allow the successful bidder to specify and present their skills and expertise for the above mentioned services to NHLS. Final acceptance of any proposal is not guaranteed, this being the exclusive right of NHLS.			
	Terms and conditions of expression of interest (Annex D as published/ amended by CIDB in August 2019) contained in Annex D of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts (August 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 of 08 August 2019. (See www.cidb.org.za).			
	The standard conditions of expression of interest for procurements make several references to the submission data for details that apply specifically to this proposal. The submission data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.			
	Each item of submission data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.			
E.1.1	The employer is the NHLS			
E.1.2	For this contract, the following documents will be adopted:			
	The single volume procurement document issued by the employer comprises of the following:			
	The Request for Proposal			
	Part E1: Tendering procedures			
	E1.1 - Notice and invitation to Submit Proposal E1.2 - Submission data			
	Part E2: Returnable documents			
	E2.1 - List of returnable documents			
	E2.2 - Returnable schedules			
	The Contract			
	Part C1 - Agreements and Contract data			
	C1.1 – Form of offer and acceptance C1.2 – Contract data			
	Part C2 - Pricing Data			
	C2.1 – Pricing Instructions			
	Part C3 - Scope of Works			
	C3.1 – Description of the works			
	C3.3 - Annexures Part C4 - Site Information			
E.1.4	The Employer's agent for the purpose of this proposal is deemed to be the authorised and designated representative of the Employer: Name: Bethuel Mogoru(SCM Representative)			
	Address: E-mail bethuel.mogoru@nhls.ac.za			
E.1.5	Cancellation and Re-Invitation of Tenders			

E.1.5.1	An employer may, prior to the award of the tender, cancel a tender if-
	a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
	b) funds are no longer available to cover the total envisaged expenditure; or
	c) no acceptable tenders are received.
	d) there is a material irregularity in the tender process.
E.1.5.2	The decision to cancel request for proposal must be published in the same manner in which the original request for proposal was advertised
E.1.5.3	An employer may only with the prior approval of the relevant treasury cancel request for proposaln invitation for the second time.
E.1.6	Procurement procedures
E.1.6.1	Unless otherwise stated in the submission data, a contract will, subject to E.3.13, be concluded with the tenderer who in terms of E.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
E.1.6.2	Competitive negotiation procedure
E.1.6.2.1	Where the submission data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of E.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of E.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
E.1.6.2.2	All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the submission data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of E.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
E.1.6.2.3	At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
E.1.6.2.4	The contract shall be awarded in accordance with the provisions of E.3.11 and E.3.13 after tenderers have been requested to submit their best and final offer.
E.2	Tenderer's obligations
E.2.1	Eligibility
	Only those tenderers who satisfy the following criteria are eligible to submit tenders:
	a) CIDB registration

		dered exceeds the margins shown then such			
	Category of tender	Upper limits per CIDB Regulation 17	Employer's allowable margins		
	1	R0.5 m	The Employer will use its discretion in terms of CIDB		
	2	R1.0 m	Practice Note 3 on allowable		
	3	R3.0 m	margins to be accepted		
	4	R6.0 m			
	5	R10.0 m			
	6	R20.0 m			
	7	R60.0 m			
	8	R200.0 m			
E.2.1.1	Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:				
	(a) Availability of resources				
	(b) Availability of skills to manage and perform the contract				
	(c) Previous experience on contracts of a similar value and nature(d) A letter on the companies' letterhead stating that the contractor has sufficient capacity to execute the				
	project				
	(e) Material Data Sheet				
E.2.2	Cost of Tendering				
E.2.2.1	The Employer will not compensate the tenderer for any costs incurred in attending interviews or making an submissions in the office of the Employer				
E.2.2.2	The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by th employer for printing the documents. Employers must attempt to make available the tender documents on it website so as not to incur any costs pertaining to the printing of the tender documents.				
E.2.3	Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy				
F 2 4	omission. Confidentiality and co	povright of documents			
E.2.4	Confidentiality and co	opyright of documents Il matters arising in connection with the tendine purpose of preparing and submitting a ter	• •		
E.2.4 E.2.6	Confidentiality and co	Il matters arising in connection with the tendence purpose of preparing and submitting a ter	• •		

	account.
E.2.7	Clarification meeting No Site Briefing Session
E.2.8	Seek clarification Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the submission data.
E.2.9	Insurance Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
E.2.10	Pricing the tender offer
E.2.10.3	This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.
E.2.11	Alterations to documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
E.2.12	Alternative tender offers No alternat]ive tender offers will be considered
E.2.13	Submitting a tender offer
E.2.13.1	Submit one tender offer only as a single tendering entity to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the submission data.
E.2.13.2	Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
E.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the submission data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
E.2.13.4	Sign the original and all copies of the tender offer where required in terms of the submission data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
E.2.13.5	Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the submission data, as well as the tenderer's name and contact address.

E.2.13.6	Bidders are requested to deliver the submission in one envelope . The Employer's address for delivery of
	tender offers and identification details to be shown on each tender offer package are:
	Title to appear on envelope or attachment one(1):
	1. RFQ NO.: 0548936 (TECHNICAL PROPOSALS)
	The appointment of a contractor to do electrical fault finding, fix and issue coc to Botshabelo Lab, Joe morolong and Bethlehem Lab.
	This envelope must contain the Returnables, SCM Documentation and Relevant Annexures. This envelope must contain printed copies of all the pages in this document, duly completed and signed, but excluding the pricing schedules (schedule of quantities), which must be submitted in a separate envelope as detailed below.
	Title to appear on envelope or attachment two(2):
	2. RFQ NO.: 0548936 (FINANCIAL PROPOSALS)
	The appointment of a contractor to do electrical fault finding, fix and issue coc to Botshabelo Lab, Joe morolong and Bethlehem Lab,
	This envelope will contain the Pricing Schedules (Bills of Quantities) and Contract Agreement For identification purposes, bidders are requested to ensure that the envelope containing the company's bids are clearly marked, and are easily identifiable by the company's logo or name.
	Location of tender box no NHLS BRAAMFONTEIN , Corner Hospital & De Korte Street . Braamfontein Security office, Braamfontein, Johannesburg , Closing date 24 November 2023 @ 11h00. It must be marked clearly RFQ 0548936 Att Bethuel Mogoru
E.2.13.7	Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the submission data.
E.2.13.8	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
E.2.13.9	Accept that tender offers submitted by telegraphic , telephonic , telex , facsimile and late proposal will not be accepted by the employer.
E.2.14	Information and data to be completed in all respects
	Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
E.2.15	Closing time
	The closing time for submission of proposal 24 November 2023 at 11h00am.
	cidb is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.
E.2.16	The tender offer validity period is 12 weeks from the closing date.
E.2.17	Clarification of tender offer after submission Provide clarification of request for proposal in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive

	position of tenderers or substance of the tender offer is sought, offered, or permitted.						
E.2.18.2	The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.						
E.2.19	Inspections, tests and analysis						
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the submission data.						
E.2.20	ubmit securities, bonds and policies						
	If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.						
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the submission data.						
E.2.23	The Tenderer is required to submit with his/her tender all documents and schedules listed under E2.1 and E2.2.						
Add the following	Canvassing and obtaining of additional information by tenderers						
new clause	The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials						
E.2.24	or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer						
	arriving at a decision thereon.						
	The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than disclosed at the opening of tenders.						
Add the following	Prohibitions on awards to persons in service of the state						
new clause	The Employer is prohibited to award a proposal to a person -						
E.2.25	a) who is in the service of the state; or						
	b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or						
	c) a person who is an advisor or consultant contracted with the Department.						
	In the service of the state means to be -						
	a) a member of:-						
	any municipal council;						
	any provincial legislature; or						
	the National Assembly or the National Council of Provinces;						
	b) a member of the board of directors of any municipal entity;						
	c) an official of any municipality or municipal entity;						
	d) an employee of any national or provincial department;						
	e) provincial public entity or constitutional institution within the meaning of the Public						
	Finance Management Act, 1999 (Act No.1 of 1999);						
	f) a member of the accounting authority of any national or provincial public entity; or						
	g) An employee of Parliament or a provincial legislature.						

E.3.1 Respon The Emclosing to Addendar E.3.9 Arithme E.3.9.1 Check the evaluation a) b) c) E.3.9.2 The arithme a) b)	
E.3.2 Issue Addenda E.3.9 Arithme E.3.9.1 Check the evaluation a) b) c) E.3.9.2 The arithme b)	ployer will respond to requests for clarification received up to five (5) working days before the tender ime. ddenda a will be issued until five (5) working days before the tender closing time. dical errors, omissions and discrepancies the highest ranked tenders or tenderers with the highest number of tender on points after the evaluation of tender offers in accordance with E.3.11 for: the gross misplacement of the decimal point in any unit rate; omissions made in completing the pricing schedule or bills of quantities; or arithmetic errors in:
E.3.2 Issue Addendate E.3.9 Arithme E.3.9.1 Check the evaluation a) b) c) E.3.9.2 The arithme a) b)	ddenda a will be issued until five (5) working days before the tender closing time. etical errors, omissions and discrepancies the highest ranked tenders or tenderers with the highest number of tender on points after the evaluation of tender offers in accordance with E.3.11 for: the gross misplacement of the decimal point in any unit rate; omissions made in completing the pricing schedule or bills of quantities; or arithmetic errors in:
E.3.9 Arithme E.3.9.1 Check the evaluation a) b) c) E.3.9.2 The arithme b)	a will be issued until five (5) working days before the tender closing time. Atical errors, omissions and discrepancies The highest ranked tenders or tenderers with the highest number of tender on points after the evaluation of tender offers in accordance with E.3.11 for: The gross misplacement of the decimal point in any unit rate; The omissions made in completing the pricing schedule or bills of quantities; or arithmetic errors in:
E.3.9 Arithme E.3.9.1 Check the evaluation a) b) c) E.3.9.2 The arithme a) b)	tical errors, omissions and discrepancies ne highest ranked tenders or tenderers with the highest number of tender on points after the evaluation of tender offers in accordance with E.3.11 for: the gross misplacement of the decimal point in any unit rate; omissions made in completing the pricing schedule or bills of quantities; or arithmetic errors in:
E.3.9.1 Check the evaluation a) b) c) E.3.9.2 The arithmatical a) b)	the highest ranked tenders or tenderers with the highest number of tender on points after the evaluation of tender offers in accordance with E.3.11 for: the gross misplacement of the decimal point in any unit rate; omissions made in completing the pricing schedule or bills of quantities; or arithmetic errors in:
E.3.9.2 The arith a)	on points after the evaluation of tender offers in accordance with E.3.11 for: the gross misplacement of the decimal point in any unit rate; omissions made in completing the pricing schedule or bills of quantities; or arithmetic errors in:
a) b)	i) line item totals resulting from the product of a unit rate and a quantity in hills of quantities or l
a) b)	schedules of prices; or the summation of the prices.
error in t	Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. Where there is an error in the total of the prices either as a result of other Corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. Inder Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical the manner described above.
The purp 217, wh with a sy	pose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section ich provides that when organs of state contract for goods or services, they must do so in accordance ystem which is fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be sen in 3 stages.
	cal Proposal strative. / Mandatory Requirements

Bidders who fail to meet the minimum requirements for the Technical proposal will not be considered further.

Financial Proposal will be evaluated on price and B-BBEE specific goals as outlined in this document.

During this phase bid documents will be reviewed to determine the compliance with Standard Bidding Documents (SBD), SCM returnable, tax matters and contractor had registered on Central Data Base (CSD) and Construction Industry Development Board (CIDB). All returnable documents must be submitted with the bid documents at the closing date and time of the bid. Bids which do not satisfy the compliance criteria will be disqualified and will not be evaluated further on pre-qualification criteria.

The bid proposal will be screened for compliance with administrative requirements as indicated below and bidders must circle the correct answer

Item No.	Administrative Requirements	Check/Compliance	Non- submission shall result in disqualificatio n
1	Master Bid Document	provided and bound	*YES
2	1 Copy of Bid Document	provided and bound	**NO
Included in the B	id Document		
3	SCM - SBD 1 - Invitation to Bid	Completed and signed	*YES
4	SCM - SBD 2 - Tax Clearance Certificate Requirements	Attached CSD registration number/SARS PIN and CSD summary report	*YES
5	SCM - SBD 4 - Declaration of Interest	Completed and signed	*YES
6	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed	*YES

^{*}YES – NHLS reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible or incomplete and will not be further evaluated for Mandatory Requirements (Phase 2)

^{**}NO – NHLS reserves the right to request such information during the evaluation process of the proposal and such information must be presented within short notice.

Mandatory requirements MUST be complied with by the bidder and failure to comply with MANDATORY REQUIREMENTS will automatically disqualify the bidder.

Evaluation Criteria	COMPLY	NOT COMPLY
Three copies of contactable reference or completion certificate, on		
client's letterhead with contact details, valid e-mail address, office		
telephone.		
Bidder must provide a proof of registration with CIDB Level 1EB		
Bidder must submit an electrical installation license/ wireman's license.		
TOTAL		

Minimum threshold: To be eligible to proceed to the next stage of the evaluation the bidder must comply with mandatory requirements above.

PART E2: RETURNABLE DOCUMENTS AND SCHEDULES

E2.1 LIST OF RETURNABLE DOCUMENTS

The following documents must be returned by the Bidder for evaluation purposes in addition to the Schedule listed in previous paragraphs.

THE FOLLOWING DOCUMENTS MUST BE FURNISHED (FAILURE TO SUBMIT COMPULSORY DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED)			NO
1	Tax Compliance (Provide PIN)	Yes 🗌	No 🗌
2	B-BEE Certificate issued by SANAS accredited verification agent/ OR AFFIDAVIT FOR EME/QSE ON DTI FORMAT	Yes 🗌	No 🗆
3	Proof of valid registration with CIDB	Yes 🗌	No 🗌
4	SBD 6.1 Preference Points	Yes 🗌	No 🗌
5	SBD 4 Bidder's Disclouser	Yes 🗌	No 🗌
6	Valid COID certificate issued by the Department of Labour	Yes 🗌	No 🗌

FORM B: VENDOR NUMBER REGISTRATION WITH CENTRAL SUPPLIER DATABASE

- 1. Bidders must submit Vendor Number Registration with Central Supplier Database
- 2. Failure to submit the Vendor Number Registration with Central Supplier Database may result with the bidder being disqualified.

ENTITY NAME	
CSD REGISTRATION No:	
NAME	<u></u>
SIGNATURE OF BIDDER	
DATE	<u></u>
CAPACITY UNDER W	нісн

FORM C: TAX COMPLIANCE

CONDITIONS PERTAINING TO TAX

TAX CLEARANCE CERTFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder <u>must</u> be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1. Any person who requires his or her tax compliance status to be disclosed to a Government institution or department, for purposes of submitting a bid or to confirm its good standing after the phasing out of paper based TCCs must request a unique security personal identification number (PIN) from SARS.
- 2. Very important to note is that the disclosure of a bidder's tax compliance status is an express condition for all acceptable Government bids. Failure to make the relevant disclosures will invalidate your bid and your response will be null and void.
- 3. The Government institution or department must use the PIN referred to above to verify a person's tax compliance status with SARS.
- 4. Bidders to complete the table below and provide a unique security personal identification number (PIN) from SARS which will enable the MW to access online real-time verification of a person's tax compliance status with the electronic Tax Compliance Status (TCS) system. Failure to submit the PIN may result in the bid being disqualified.

Full name of bidder:	Electronic Tax Compliance Status System PIN No:

NAME:
SIGNATURE OF BIDDER
DATE
CAPACITY UNDER WHICH BID IS SIGNED

FORM D: PREFERENCE SCHEDULE

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to be below R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;
- 1.3 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
Specific Goals	20
Total points for Price and Specific Goals must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. **DEFINITIONS**

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

PART 1

(j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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.

Points awarded for historically disadvantaged individuals

Preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed

Where:

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification certificate for every separate tender

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. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Percentage owned (To be completed by the tenderer)	points claim (80/20 system	be by
HDI		7		%		
WOMAN		3		%		
DISABLED		3		%		
YOUTH		2		%		

Locality	5		
Municipality = 0			
Province = 0			
• National = 5			
TOTAL POINTS	20		

3.1 Bidd	lers who claim p							
SPECIFIC (GOALS STATU	JS LEVEL (OF CONTRIBU	UTOR CLAIMED IN 1	ERMS OF PA	ARAGRAF	PHS 1.4 AND	4.1
.1 Spe	cific Goals	=	(maximum of	10 or 20 points)				
`				must be in accorda pals status level of co		table refle	cted in paraç	graph 4.1 and mu
SUB-CONT	RACTING							
	any portion of th	he contract	be sub-contra	cted?				
	pplicable box)							
YES	,							
	- 1							
5.1.1 If y	es, indicate:							
ij) What perce	entage of th	ne contract will	be subcontracted			%?)
ii	i) The name	of the sub-	contractor					
ii	ii) The B-BBE	EE status le	vel of the sub-	-contractor				
į	v) Whether th	ne sub-cont	ractor is an EM	ME or QSE				
	•	licable box	١					
			l .					
	VEC	1 1						
	YES	1 1	0					
V	y) Specify, by	N y ticking th	0	box, if subcontracting	g with an en	terprise in	terms of Pr	eferential Procure
V		N y ticking th	0	box, if subcontracting	g with an en			eferential Procure
	y) Specify, by Regulation	y ticking th	e appropriate	box, if subcontracting tast 51% owned by:	g with an en	EME	terms of Pr	eferential Procure
	() Specify, by Regulation nated Group: Ar	y ticking th	e appropriate		g with an en		QSE	eferential Procure
Desigr	() Specify, by Regulation nated Group: Ar	y ticking that is,2017:	e appropriate		g with an en	EME	QSE	eferential Procure
Desigr Black	Regulation nated Group: Arpeople	y ticking the as,2017: n EME or Q	e appropriate		g with an en	EME	QSE	eferential Procure
Desigr Black Black Black	Regulation nated Group: Ar people people who are people who are people with disa	y ticking the as,2017: In EME or Query youth a women abilities	e appropriate SE which is at	last 51% owned by:	g with an en	EME	QSE	eferential Procure
Desigr Black Black Black Black	Regulation nated Group: Ar people people who are people who are people with disa people living in	y ticking the as,2017: In EME or Queryouth women abilities rural or uncompared to the control of the control o	e appropriate SE which is at		g with an en	EME	QSE	eferential Procure
Desigr Black Black Black Black Coope	Regulation nated Group: Ar people people who are people who are people with disa people living in prative owned by	y ticking the as,2017: In EME or Questions with a women abilities rural or under y black peo	e appropriate SE which is at	last 51% owned by:	g with an en	EME	QSE	eferential Procure
Desigr Black Black Black Black Coope	Regulation nated Group: Ar people people who are people who are people with disa people living in	y ticking the as,2017: In EME or Questions with a women abilities rural or under y black peo	e appropriate SE which is at	areas or townships	g with an en	EME	QSE	eferential Procure
Desigr Black Black Black Black Coope	Regulation Anated Group: Ar people who are people who are people with disapeople living in trative owned by people who are	y ticking the as,2017: In EME or Questions with a women abilities rural or under y black peo	e appropriate SE which is at	last 51% owned by:	g with an en	EME	QSE	eferential Procure
Desigr Black Black Black Black Coope Black	Regulation nated Group: Ar people people who are people with disa people living in rative owned by people who are	y ticking the as,2017: In EME or Questions with a women abilities rural or under y black peo	e appropriate SE which is at	areas or townships	g with an en	EME	QSE	eferential Procure
Desigr Black Black Black Black Coope	Regulation nated Group: Ar people people who are people with disa people living in rative owned by people who are	y ticking the as,2017: In EME or Questions with a women abilities rural or under y black peo	e appropriate SE which is at	areas or townships	g with an en	EME	QSE	eferential Procure
Desigr Black Black Black Black Coope Black Any El	Regulation nated Group: Ar people people who are people with disa people living in rative owned by people who are	y ticking the as,2017: In EME or Query youth a women abilities rural or under youth a military vetors.	e appropriate SE which is at	areas or townships OR	g with an en	EME	QSE	eferential Procure
Design Black Black Black Black Coope Black Any El Any Q	Regulation nated Group: Ar people people who are people with disa people living in rative owned by people who are	y ticking the as,2017: In EME or Query of the women abilities rural or under y black peoper military vetters.	e appropriate SE which is at	areas or townships OR		EME V	QSE	eferential Procure
Design Black Black Black Black Coope Black Any El Any Q	Regulation nated Group: Ar people people who are people with disa people living in rative owned by people who are	y ticking the as,2017: In EME or Query of the women abilities rural or under y black peoperation with the women abilities for	e appropriate SE which is at derdeveloped apple terans COMPANY/FILE.	areas or townships OR RM		EME \(QSE	eferential Procure
Design Black Black Black Black Coope Black Any El Any Q	Regulation nated Group: Ar people people who are people who are people living in rative owned by people who are ME SE TION WITH RE	y ticking the as,2017: In EME or Question abilities rural or uncurrent y black peoperation with the assertion of the control	e appropriate SE which is at derdeveloped apple terans COMPANY/FII	areas or townships OR RM		EME V	QSE	eferential Procure

BID DECLARATION

3.

4.

5.

6.

		Partnership/Joint Venture / Consortium
		One person business/sole propriety
		Close corporation
		Company
		(Pty) Limited
	[Tic	CAPPLICABLE BOX]
6.5	DESC	RIBE PRINCIPAL BUSINESS ACTIVITIES
6.6	COMI	PANY CLASSIFICATION
		Manufacturer
		Supplier
		Professional service provider
		Other service providers, e.g. transporter, etc.
	[TIC	K APPLICABLE BOX]
6.7	Total	number of years the company/firm has been in business:
6.8	based	the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, on the Specific Goals status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, es the company/ firm for the preference(s) shown and I / we acknowledge that:
	i)	The information furnished is true and correct;
	ii)	The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
	iii)	In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are

- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disgualify the person from the bidding process;

correct:

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

WITNESSES	
	SIGNATURE(S) OF BIDDERS(S)
1.	DATE
2. <u>.</u>	ADDRESS

FORM E: PROOF OF REGISTRATION WITH CIDB

- 1. Attach proof of CIDB registration to this page.
- 2. In the case of a joint venture / consortium (excluding consulting engineering partners) parties must each attach original or certified copy of their CIDB registration certificate.

Firm	CRS Number	CIDB Grading	Lead Partner (Indicate with X)
Combined CIDB Grading for Joint Ve	nture / Consortium:		

(Calculator is available at https://registers.cidb.org.za/common/jvcalc.asp)

•	/ she is duly authorised to do so on behalf of the enterprise, confirms that n my personal knowledge and are to the best of my belief both true and
Person authorized to sign the bid:	
Full name (in BLOCK letters):	
Signature:	
Date:	

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 per	son having a controlling
	interest ¹ in the enterprise,	
	employed by the state?	YES/NO

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

Full Name	Identity Number	Name of State institution

2.2	Do you, or any person connected with the bidder, have a relationship with any person whinstitution?	no is employed by the procuring YES/NO
2.2.1	If so, furnish particulars:	
ე ე	Doos the hidder or any of its directors / trustees / shareholders / members / northers or	any naraan baying a controlling

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

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.

2.3.1		
3 [DECLARATION	
		statements that I certify to be true and complete in every respect:
3.1 3.2	I have read and I understand the I understand that the accompane every respect;	contents of this disclosure; ying bid will be disqualified if this disclosure is found not to be true and complete in
3.3	The bidder has arrived at the	accompanying bid independently from, and without consultation, communication, any competitor. However, communication between partners in a joint venture or as collusive bidding.
3.4	In addition, there have been regarding the quality, quantity, market allocation, the intention of	o consultations, communications, agreements or arrangements with any competitor pecifications, prices, including methods, factors or formulas used to calculate prices, decision to submit or not to submit the bid, bidding with the intention not to win the bid lars 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 ime of the official bid opening or of the awarding of the contract.
3.5	of the procuring institution in re-	s, communications, agreements or arrangements made by the bidder with any official ation to this procurement process prior to and during the bidding process except to ubmitted where so required by the institution; and the bidder was not involved in the rms of reference for this bid.
3.6	related to bids and contracts, bi and possible imposition of admi may be reported to the Nationa conducting business with the p	without prejudice to any other remedy provided to combat any restrictive practices s that are suspicious will be reported to the Competition Commission for investigation istrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or Prosecuting Authority (NPA) for criminal investigation and or may be restricted from blic sector for a period not exceeding ten (10) years in terms of the Prevention and ct No 12 of 2004 or any other applicable legislation.
	I CERTIFY THAT THE INFORM	TION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
	PFMA SCM INSTRUCTION 03	MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN LD THIS DECLARATION PROVE TO BE FALSE.
	Signature	 Date
	Position	Name of bidder

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.

FORM H: OHS ACT DECLARATION AND SUBMISSION

The Bidder declares him/herself/herself to be conversant with the following:

- 1. All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of the Act:
 - i) Section 8: General duties of Employers to their employees
 - ii) Section 9: General duties of Employers and self-employed persons to persons other than employees.
 - iii) Section 13: Duty to Inform
 - iv) Section 37: Acts or omissions by employees or mandatories
 - v) Sub-section 37(2) relating to the purpose and meaning of this Agreement
- 2. Construction Regulations, 2014 (Government Notice R.84) pertaining to the Contractor and to all his Subcontractors, or any amendments thereto.
- 3. Bid document Volume 3: Project Specification PD: Supplement to Volume 5: Specification for Occupational Health and Safety.
- 4. Bid document Volume 3: C1.7 Agreement in terms of Occupational Health and Safety Act.

The Bidder declares that he has or will obtain the necessary knowledge, competence and resources to comply fully with all OHS requirements should he be awarded the contract.

The Bidder confirms that he has included with his bid a written proposal describing how he will comply with OHS requirements

Signature	 Date	
Name	 Capacity	
Bidder		

FORM J: SCHEDULE OF BIDDER'S EXPERIENCE IN ------

CIDB shall not be held responsible for incorrect judgement misled by unclear written letters/words on the forms below, to be completed by the Bidder(s). Attachment shall strictly be made where specified and at the correct location, any attachment other than what has been requested by cidb, shall be completely ignored, and scored zero, where points allocation is required.

When completing Forms, Bidder(s) may make copies of the original Forms, should the provided forms be inadequate for their completion of the information required. Forms must be hand completed in black ink, no computer regenerated forms will be accepted. Forms must be completed in full, forms not completed in full shall be rejected by scoring zero.

PART C1: AGREEMENT AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:
The tenderer, identified in the offer signature block, has examined the documents listed in the submission data and addenda thereto as
listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.
By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer
offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and
conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified
in the contract data.
THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:
Rand
(in words);
R (in figures)

PRICING SCHEDULE:

BOTSHABELO LABORATORY: LAB CONTACT MS NONELE MAFU -051 534 1610

Description	Unit	QUANTITY	RATE	TOTAL PRICE (excluding VAT)
Inspect test, fault finding, on wiring, plus, lights fitting switches, isolators including upgrading DB.	1			(excluding VAT)
Fix all faults found in preparation to issue a COC for the entire lab.	1			
Supply electrical certificate of compliance on completion (COC) per distribution board (DB) including all sub-DB and main DB	1			
Other costs				
TOTAL				
PLUS 15% VAT				
GRAND TOTAL				
Estimated time to complete work above				

JOE MOROLONG: LAB CONTACT MS GOITSEONE LETOABA- 053 927 2001

Description	Unit	QUANTITY	RATE	TOTAL PRICE
				(excluding VAT)
Inspect test, fault finding, on wiring, plus, lights fitting switches, isolators including upgrading DB.	1			
Fix all faults found in preparation to issue a COC for the entire lab.	1			
Supply electrical certificate of compliance on completion (COC) per distribution board (DB) including all sub-DB and main DB	1			
Other costs				
TOTAL				
PLUS 15% VAT				
GRAND TOTAL				
Estimated time to complete work above				

BETHLEHEM LAB CONTACT MS ANDRE BESTER- 058 303 5586

Description	Unit	QUANTITY	RATE	TOTAL PRICE
•				(excluding VAT)
Inspect test, fault finding, on wiring, plus, lights fitting switches, isolators including upgrading DB.	1			
Fix all faults found in preparation to issue a COC for the entire lab.	1			
Supply electrical certificate of compliance on completion (COC) per distribution board (DB) including all sub-DB and main DB	1			
Other costs				
TOTAL				
PLUS 15% VAT				
GRAND TOTAL				
Estimated time to complete work above				

NATIONAL STAT LAB AT DISTRICT HOSPITAL IN BLOEMFONTEIN CONTACT MS MAMOKETE NKONYANE - 051 448 4295

Description	Unit	QUANTITY	RATE	TOTAL PRICE (excluding VAT)
Inspect test, fault finding, on wiring, plus, lights fitting switches, isolators including upgrading DB.	1			
Fix all faults found in preparation to issue a COC for the entire lab.	1			
Supply electrical certificate of	1			

compliance on completion (COC) per distribution board (DB) including all sub-DB and main DB					
Other costs					_
TOTAL					1
PLUS 15% VAT					-
GRAND TOTAL					-
Estimated time to complete work					1
above]
Price Declaration Form	250	D	,		
Please indicate your total F	RFQ price h	nere: R	(compu	ilsory)	
Important:					
It is mandatory to indicate your to submit in your pricing schedule. Sprice.	•		•	•	,
The following must be noted: All prices must be VAT inclusive a All prices must be firm and fixed fr All the consortium or joint venture All bidders must cost according to The cost of delivery, labour etc. me Bidders must keep all items listed	om the tender cle partners must su the costing temp ust be included in	osing date and for the dur ubmit a complete set of the plate provided or this will le	ration of the contract e latest audited financ		
We undertake to hold this offer op undertake that upon final acceptar					ther
RFQ Number:					
Name of Bidder:					
This offer may be accepted by the er this document to the tenderer before party named as the contractor in the contractor in the contractor.	the end of the pe	eriod of validity stated in the	submission data, whe		. •
Signature(s)					

for the tenderer
(Name and
address of organization/)
Name and signature of witness
Acceptance
By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
The terms of the contract are contained in:
Part C1: Agreements and contract data (which includes this agreement) Part C2: Pricing data Part C3: Scope of work Part C4: Site information
and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.
Deviations from and amendments to the documents listed in the submission data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.
The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.
Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.
Signature(s) Name(s) Capacity for the ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

Employer

signature

Schedule of Deviations

Notes:

- 1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Expression of Interest,
- 2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of Agreements reached during the process of offer and acceptance, the outcome of such Agreement shall be recorded here,
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
- 4. Any change or addition to the tender documents arising from the above Agreements and recorded here, shall also be incorporated into the final draft of the Contract,

1 Subject
ONLY TO BE COMPLETED AT ACCEPTANCE STAGE
3 Subject
4 Subject Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Submission data and Addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER:		
Signature(s)	 	

Name(s)		_		
Capacity		_		
	[Name and address of organisation	on]		
Name and signature of witness		_	Date	
FOR THE EMPLOYER:				
Signature(s)				
Name(s)		_		
Capacity		_		
	[Name and address of organisation	on]		
Name and signature of witness		_	Date	
			OMPLETED ICE STAGE	
CONFIRMATION OF RE	ECEIPT			
			reement, hereby confirms receipt from the copy of this Agreement, including the Sche	
The	[day]			

of	[month]
20[year]	
at	[place]
For the Contractor:	
	Signature
	Name
	Capacity
Signature and name of witness:	Signature
	Signature

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

Name

C1.2 CONTRACT DATA

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR TO DO ELECTRICAL FAULT FINDING, FIX AND ISSUE COC TO BOTSHABELO LABORATORY, JOE MOROLONG LABORATORY, BETHLEHEM LABORATORY AND NATIONAL STAT LABORATORY
CONTRACT NO:	RFQ 0548936

C.1.2 Contract Data

The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Part 1: Data provided by the Employer

Data
Clause 1.1.1.13: Defects Liability Period
The Defects Liability Period is 6 months , measured from the date of the Certificate of Completion
Clause 1.1.1.14: Due Completion Date
onuno in in puo compionion puic
The time for achieving Practical Completion is 2 months after the Commencement Date
The name of the Employer is NHLS, represented by and/or such persons or person duly authorised to be
the Employer in writing.
The Pricing Strategy is a bill of quantities
The Employer's address for receipt of communications is:
Proposal should be submitted to the following add :
"in the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the
order of precedence (from highest to lowest) shall be as follows:
The form of offer and acceptance
Contract forms
The contract data The contract data
General conditions of contract (GCC 2015)
• Scope of Work
SANS 1200 Standardised Specifications
• Site Information
Construction drawings
Bill of quantities
The returnable schedules

3.1.3	The Contractor shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: GCC 2015 3rd Edition
	1. Clause 5.8.1 Non-working times
	2. Clause 5.11.1 Suspension of the Works
	3. Clause 5.12.1 Approval of any extension of time for completion
	4. Clause 5.12.4 Acceleration of progress instead of extension of time
	5. Clause 5.13.2 Reduction of a penalty for delay
	6. Clause 6.3.2 The issuing of variation orders
	7. Clause 6.8.4 The determination of additional or reduced cost arising from changes in the legislation
	8. Clause 6.11 The agreeing of the adjustment of the sums for general items
	9. Clause 10.1.5 The giving of a ruling on a Contractor's claim
4.3.3	"The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as 'the Act') that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:
	a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act;
	b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with;
	c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations;
	d) The Contractor agrees that any duly authorised official of the Employer shall be entitled to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor;
	e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge;
5.3.1	Clause 5.3.1: Commencement of the Works
	The documentation required before commencement with Works execution are:
	a) Health and Safety Plan
1	Page 42

	b)	Initial programm	ne				
	,	Security					
	c)	•					
	d)	Insurance					
5.3.2	Clause 5.3.2: T	Timeframe to deliv	ver documentati	on			
	The time to sub	mit the documenta	ation required bef	ore commenceme	ent with Works execution is	s fourteen (14) days.	
5.4.4	"The Contracto	r shall bear all cos	sts and charges f	or special and ter	mporary rights of way reg	uired by him/her in connec	ction
			•	•		es outside the Site require	
	him/her for the	purposes of the W	orks."				
5.8.1	Clause 5.8.1: N	Non-Working Time	<u> </u>				
0.0.1	Olduse 0.0.1.1	ton-working rime					
	The non-working	ig days are Saturd	ays and Sundays				
	The special por	n-working days are					
	The special flor	i working days are	•				
	_	zetted public holida		•		N.	
	2. The ye	ear-end break com	mencing on 14 D	ecember and end	ing on 7 January (Provision	nal).	
5.12.2.	Clause 5.12.2.:	: Some reasons fo	or extension of t	ime			
	Clause 5.12.2.2	2: Abnormal clim	atic conditions.				
	Add the following	ng:					
	D " ()						
	~	ne cause of any do I path indicated on	•	•		shown that the activity dela	iyed
	13 OH the childe	i patri indicated on	the r rogramme t	or works (Olause	0.0.1).		
		•	•	•		ic conditions. Normal clim	
						materials, strong winds	
		•		•		number of working days lisension of time shall be grar	
		with the provisions		ationio onan bo do	omou to oxiot, and an oxi	sholori or time oriali be grai	itou
		• •	•		ate of the delays to be ant upts work on the critical pa	cicipated and allowed for ur	nder
	normal climatic	CONTUINIONS WHELE	iliciciliciii weatiic	i prevents or dish	upts work on the childar pa	ui.	
	January	4 days	May	2 days	September	2 days	
	February	4 days	June	2 days	October	2 days	
	March	2 days	July	2 days	November	4 days	
	April	2 days	August	2 days	December	4 days	
	Claims for dolor	ve for abnormal ali	matic conditions	shall he accompo	aied by substantiating fact	s and evidence, which shal	ll bo
		•		•	•	s and evidence, which shall ne be granted by the Engir	
		of time will be add	• •	= '			

	It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained. Rainfall of less than 2mm between 7am and 5pm shall not be deemed to be an inclement weather day.
	inclement weather day.
5.13.1	Clause 5.13.1: Penalty for Delay
	The penalty for failing to complete the Works will be charges per day based on the loss suffered due to delays up to a limit of 30 normal working day, upon which automatic termination will be effected by the Employer.
5.16.3	Clause 5.16.3: Latent defect liability
	The latent defect period is ten (10) years for civil engineering works.
6.8.2	Clause 6.8.2: Contract Price Adjustment
	The Contract Price Adjustment is not applicable in this contract.
6.8.3	Clause 6.8.3: Variation in Cost of Special Materials
	Price adjustments for variations in the costs of special materials are not allowed
6.10.1.5	Clause 6.10.1.5: Interim Payments - Materials on Site
	No percentage advance on materials on site but not yet built into the Permanent Works is allowed for, or will be paid.
6.10.4	Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate
	Add the following to clause 6.10.4:
	Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.
8.6.1.1.2	Clause 8.6.1.1.2: Insurance
	The value of the materials supplied by the Employer to be included in the insurance sum is -Nil.
8.6.1.1.3	Clause 8.6.1.1.3: Insurance
	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is Nil.
8.6.1.3	Clause 8.6.1.3: Insurance
	The limit of indemnity for liability insurance is R5 million for any single claim – the number of claims to be unlimited during the construction.
9.2.1.3.8	The Contractor has furnished inaccurate information in the returnable documents completed at tender stage and forming part of the Contract.
9.2.1.3.9	An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.
10	Clause 10: Dispute Resolution
	"Dispute resolution shall initially be by means of ad-hoc adjudication as per Clause 10.5.2. Should adjudication not be successful, then the dispute shall be referred to Arbitration under the provisions of Clause 10.7.1."

		_
10.4.1	The parties may at time agree to settle disputes with the help of an impartial third party	
10.5.3	The number of Adjudication Board Members to be appointed is five (5).	
11	Clause 12: Confidentiality	
	The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.	
12	Clause 13: Amendments in writing	-
	No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.	

PART 2: DATA PROVIDED BY THE CONTRACTOR

The contractor is advised to read the *general conditions of contract for construction works, third edition, 2015* published by the South African institution of civil engineering, private bag x200, halfway house, 1685, in order to understand the implications of this data which is required to be completed. Copies of these conditions of contract may be obtained from www.saice.org.za.

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

The name of the Contractor is:
The address of the Contractor is: Address (physical):
Address (postal): Telephone: Facsimile: e-mail:

PART C2: PRICING DATA

C2.1 Pricing Instructions

C2.1 PRICING INSTRUCTIONS

- 1. Measurement and payment clauses of the COLTO (1998)/SANS 1200 Standardised Specifications, as well as the Particular Specifications, shall be deemed to form part of and included in the pricing instructions.
- 2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

% = percent m².pass square metre-pass = m^3 = cubic metre h hour ha hectare m³.km = cubic metre-kilometre = kilogram = meganewton kg MN kΙ = kilolitre MN.m = meganewton-metre = kilometre MPa = megapascal km kilometre-pass No. = number km-pass kPa = kilopascal Prov sum Provisional sum kilowatt P C sum Prime Cost sum kW = litre = lump sum sum m = metre = ton (1 000 kg) W/day = millimetre Work day mm m^2 = square metre

- 3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
- 5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za or www.iso.org for information on standards).
- 6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
- 7. An item against which no price is entered will be considered to be covered by the other price s or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- 8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
- 9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
- 10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- 11. The Bill of Quantities has been drawn up in accordance with the latest issue of the COLTO (1998)/SABS1200 Standardised Specifications. Descriptions in the Bill of Quantities are abbreviated and must be read in conjunction with the measurement and payment clauses of the applicable specifications.

SCHEDULE OF QUANTITIES PREAMBLE TO THE SCHEDULE OF QUANTITIES AND RATES

- The standard commercial terms and conditions, special terms and conditions, and specifications (including the project specification.
- The proposer is at liberty to insert a rate of his own choosing for each item in the schedule, and any item against which no quantity (where applicable) or rate is entered will be considered to be covered by other items in the schedule.
- The quantities and rates inserted in the schedule are to be inclusive prices to the employer for the work described under the several items. Such prices shall cover all costs and expenses that may be required in and for the works and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.
- All rates and amounts shall be net, exclusive of value-added tax (vat) and shall be carried to the summary page in their net form. Vat will then be calculated on the total of the nett amounts.
- All quantities and rates as set forth and inserted in the schedule and extended to the totals for each portion of the schedule shall be considered as being totally inclusive for the whole of the works as stipulated or as can reasonably be inferred from these documents.
- All product guarantees are deemed to be included in the rates, and installation and application rates will consist of all necessary inspections and approvals to maintain guarantees.
- "Complete" as it is used in the schedule means the complete system or unit as specified in the particular documents. Each item in the schedule that is priced shall be filled in black ink.
- All quantities shall be considered as final and sufficient for the work described. The proposer shall satisfy himself as to the sufficiency of quantities but may not change quantities. Quantities shall be re-measured, and payment shall be made according to the adjusted total only.

PART C3: SCOPE OF WORK

Inspect test, fault finding, on wiring, plus, lights fitting switches, isolators including upgrading DB.
Fix all faults found in preparation to issue a COC for the entire lab.
Supply electrical certificate of compliance on completion (COC) per distribution board (DB) including all sub-DB and main DB