



RFQ NO: KZN 0020444

ALL FOR PROPOSAL FOR THE :

REQUEST FOR RENOVATIONS AT NHLS NGWELEZANE LAB

ISSUED BY:

CONSTRUCTION INDUSTRY DEVELOPMENT
BOARD
2 Dr LATEGAN ROAD
GROENKLOOF
0075

PREPARED BY:

SUPPLY CHAIN MANAGEMENT
NHLS KZN REGIONAL OFFICE
149 PRINCE STREET
DURBAN
4001

Proposal Queries:	Technical Queries:
Contact Name: Ms Jabulile Mthembu	Contact Name: Mr Khayaletu Mabaso
Telephone: 031 327 6715	Telephone: 072 657 5916

NAME OF TENDERER:.....

CLOSING DATE: 19 December 2023 @11:00

Contents

THE PROPOSAL	Error! Bookmark not defined.
PART E1: PROPOSAL PROCEDURES	4
E1.1 NOTICE AND INVITATION TO SUBMIT PROPOSAL.....	4
E1.2 TSubmission DATA	9
PART E2: RETURNABLE DOCUMENTS AND SCHEDULES	17
E2.1 LIST OF RETURNABLE DOCUMENTS	17
E2.2 RETURNABLE SCHEDULES	Error! Bookmark not defined.
FORM A: CERTIFICATE OF TENDERER'S ATTENDANCE OF BRIEFING SESSION, if applicable	Error! Bookmark not defined.
FORM B: VENDOR NUMBER REGISTRATION WITH CENTRAL SUPPLIER DATABASE	19
FORM C: TAX COMPLIANCE	20
FORM D: PREFERENCE SCHEDULE.....	21
FORM E: PROOF OF REGISTRATION WITH CIDB	29
FORM F: DECLARATION OF INTEREST	30
FORM G: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	Error! Bookmark not defined.
FORM H: OHS ACT DECLARATION AND SUBMISSION.....	33
FORM I: COID CERTIFICATE ISSUED BY DEPARTMENT OF LABOUR.....	Error! Bookmark not defined.
FORM J: SCHEDULE OF BIDDER'S EXPERIENCE IN FENCING PROJECTS.....	Error! Bookmark not defined.
FORM K: COMPLETED PROJECTS (to be completed for each individual project)	Error! Bookmark not defined.
PART C1: AGREEMENT AND CONTRACT DATA	35
C1.1: FORM OF OFFER AND ACCEPTANCE	35
C1.2 CONTRACT DATA.....	40
C1.3 CONSTRUCTION GUARANTEE	Error! Bookmark not defined.
PART C2: PRICING DATA AND BILL OF QUANTITIES	45
C2.1 PRICING INSTRUCTIONS	45
PART C3: SCOPE OF WORK	48
C3.1 DESCRIPTION OF WORKS	Error! Bookmark not defined.
C3.3 ANNEXURES	Error! Bookmark not defined.

PROPOSAL PROCEDURES

1.1 NOTICE AND INVITATION TO SUBMIT PROPOSALS

National Health Laboratory Service invites Proposal for Request for Renovations at Nhls Ngwelezane Lab.

Preferences are offered to tenderers for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution in terms of the Preferential Procurement Regulations, 2022. Exempted Micro Enterprises (EME) or Qualifying Small Enterprises (QSE) the specific goals will be applicable.

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

COMPULSORY BRIEFING AND SITE INSPECTION

A **compulsory** clarification meeting will take place at the **Ngwelezane Hospital, Nhls Ngwelezane Lab Reception**, on the **19 December 2023** at 9:00am . The tenderer shall inspect and examine the Site and its surroundings and shall satisfy himself/herself before submitting his/her proposal. The tenderer must be represented at the site inspection by a person who is suitably qualified and experiences to comprehend the implications of the work involved. Attendance of the site inspection is compulsory and a tender will be disqualified if the site inspection is not attended by a representative of the tenderer.

NOTE: No additional site visits will be allowed.

Proposal procedure using the two stage system will apply.

Tenderers shall submit in the first stage only technical proposals.

Only those tenderers who are responsive will be eligible to submit tender offers in the second stage, following the issuing of procurement documents.

The National Health Laboratory Service will evaluate tenders received during the second stage in terms of the method of evaluation stated in the submission data, and award the contract in terms of these conditions of tender.

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

Bidders who fail to obtain a minimum of **70%** for Technical evaluation 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 19 December 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: **NHLS KZN Regional Office ,149 Prince Street Durban Reception inthe quotation box.**
- iv) **Telegraphic, telephonic, telex, facsimile and late proposal will not be accepted.**

Requirements for sealing, addressing, delivery, opening and assessment of proposal are stated in the Submission Data.

REQUEST FOR PROPOSAL

**PART A
REQUEST FOR PROPOSAL**

YOU ARE HEREBY INVITED TO SUBMIT PROPOSAL FOR THE REPAIRS SERVICES, ROOF LEAKS (WATERPROOFING) AT THE CIDB CENTURION OFFICES					
RFP NUMBER:	KZN 0020444	CLOSING DATE:	19 December 2023	CLOSING TIME:	11h00am
DESCRIPTION	REQUEST FOR RENOVATIONS AT NHLS NGWELEZANE LAB				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7.1) OR AGREEMENT 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 [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<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]

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
2. TOTAL NUMBER OF ITEMS OFFERED			
3. SIGNATURE OF BIDDER	4. DATE	
5. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY 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. 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)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5. 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 ABOVE.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

IMPORTANT NOTICE

Bidders should ensure that proposal are hand delivered to NHLS KZN Regional Office 149 Prince Street Durban 4001 Reception in the quotation box. 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: Mr Khayaletu Mabaso

Office Telephone No.: 072 657 5916

E-mail: Khayaletu.Mabaso@nhls.ac.za

SUBMISSION DATA

Clause number	Submission Data
	<p>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 cidb. Final acceptance of any proposal is not guaranteed, this being the exclusive right of cidb.</p> <p>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).</p> <p>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.</p> <p>Each item of submission data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.</p>
E.1.1	The employer is the NHLS
E.1.2	<p>For this contract, the following documents will be adopted:</p> <p>The single volume procurement document issued by the employer comprises of the following:</p> <p>The Request for Proposal</p> <p>Part E1: Tendering procedures</p> <p>E1.1 - Notice and invitation to Submit Proposal</p> <p>E1.2 - Submission data</p> <p>Part E2: Returnable documents</p> <p>E2.1 - List of returnable documents</p> <p>E2.2 - Returnable schedules</p> <p>The Contract</p> <p>Part C1 - Agreements and Contract data</p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p>Part C2 - Pricing Data</p> <p>C2.1 – Pricing Instructions</p> <p>Part C3 - Scope of Works</p> <p>C3.1 – Description of the works</p> <p>C3.3 - Annexures</p> <p>Part C4 - Site Information</p>
E.1.4	<p>The Employer’s agent for the purpose of this proposal is deemed to be the authorised and designated representative of the Employer:</p> <p>Name: Ms Jabulile Mthembu (SCM Representative)</p> <p>Address: Jabulile.Mthembu@nhls.ac.za</p>
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 proposal 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

Only tenderers who are already registered in terms of the Construction Industry Development Regulations 25(2) in cidb grading designation **1GB** or higher are eligible to submit proposal.

For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.

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 Practice Note 3 on allowable margins to be accepted
2	R1.0 m	
3	R3.0 m	
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 any 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 the employer for printing the documents. Employers must attempt to make available the tender documents on its 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 or omission.

E.2.4

Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

E.2.6

Acknowledge addenda

	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the submission data, in order to take the addenda into account.
E.2.7	<p>Clarification meeting</p> <p>A compulsory clarification meeting with representatives of the Employer will take place at <u>NHLS Ngwelezane Lab Reception</u> on the 12 December 2023 at 9:00 am.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
E.2.8	<p>Seek clarification</p> <p>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.</p>
E.2.9	<p>Insurance</p> <p>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.</p>
E.2.10	<p>Pricing the tender offer</p>
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	<p>Alterations to documents</p> <p>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.</p>
E.2.12	<p>Alternative tender offers</p> <p>No alternative tender offers will be considered</p>
E.2.13	<p>Submitting a tender offer</p>
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	<p>Bidders are requested to deliver the submission in two envelopes. The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Title to appear on envelope or attachment one(1):</p> <p>1. RFQ NO.: KZN 0020444 (TECHNICAL PROPOSALS)</p> <p>The appointment of a contractor to submit a request for Renovations at Nhls King Dinuzulu Lab.</p> <p>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.</p> <p>Title to appear on envelope or attachment two(2):</p> <p>2. RFQ NO.: KZN 0020444 (FINANCIAL PROPOSALS)</p> <p>The appointment of a contractor to submit a request for Renovations at Nhls Ngwelezane Lab. This envelope will contain the Pricing Schedules (Bills of Quantities) and Contract Agreement</p> <p>For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids are clearly marked, and are easily identifiable by the company's logo or name.</p> <p>Location of tender box no 149 Prince Street Durban 4001 Reception</p> <p>Physical address: 149 Prince Street Durban 4001</p> <p>Identification details: RFQ BOX</p>
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	<p>Information and data to be completed in all respects</p> <p>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.</p>
E.2.15	<p>Closing time</p> <p>The closing time for submission of proposal 19 December 2023 at 11h00am.</p> <p>cidb is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.</p>
E.2.16	The tender offer validity period is 90 Day from the closing date.
E.2.17	<p>Clarification of tender offer after submission</p> <p>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.</p>

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	Submit 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 new clause E.2.24	Canvassing and obtaining of additional information by tenderers The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials 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 that disclosed at the opening of tenders.
Add the following new clause E.2.25	Prohibitions on awards to persons in service of the state The Employer is prohibited to award a proposal to a person - 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.

	In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part E2 of this procurement document must be completed.
E.3	The employer's undertakings
E.3.1	Respond to requests from the tenderer The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.
E.3.2	Issue Addenda Addenda will be issued until five (5) working days before the tender closing time.
E.3.9	Arithmetical errors, omissions and discrepancies
E.3.9.1	Check the highest ranked tenders or tenderers with the highest number of tender evaluation points after the evaluation of tender offers in accordance with E.3.11 for: <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.
E.3.9.2	The arithmetical errors shall be corrected in the following manner: <ul style="list-style-type: none"> a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. b) 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. c) 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. <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above.</p>
E.3.11	Functionality, Price and Preference The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in 3 stages.
	Technical Proposal Administrative. / Mandatory Requirements The Technical proposal will be evaluated on Administrative. / Mandatory Requirements and Functionality.

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 disqualification
1	Master Bid Document	provided and bound	*YES
2	1 Copy of Bid Document	provided and bound	**NO
Included in the Bid Document			
4	SCM - SBD 1 - Invitation to Bid	Completed and signed	*YES
5	SCM - SBD 2 - Tax Clearance Certificate Requirements	Attached CSD registration number/SARS PIN and CSD summary report	*YES
6	SCM - SBD 4 - Declaration of Interest	Completed and signed	*YES
7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed	*YES
11	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable	*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 :			
no	Certificate and or license	comply	Do not comply
1	Plumbing Trade test certificate(where plumbing is included)		
2	CIDB Grading 1GB		
3	Three Completion Certificates from previous similar work		
4	Three(3) copies of contactable reference or completion certificate, on client's letterhead, with contact details, valid e-mail address, office telephone, cell phone and business address		
E.3.13.1	Request for proposal will only be accepted on condition that: <ol style="list-style-type: none"> the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; the bidder or any of its directors is not listed in the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; the bidder has not: <ol style="list-style-type: none"> abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect. Has completed the Compulsory Enterprise Questionnaire, SBD4, 6.1, 7.1, 8,9 and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process Has submitted the documentation listed in E2.21 and E2.22		
E.3.18	The number of paper copies of the signed contract to be provided by the employer is ONE.		

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)		YES	NO
1	Tax Compliance (Provide PIN)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2	B-BEE Certificate issued by SANAS accredited verification agent/ OR AFFIDAVIT FOR EME/QSE ON DTI FORMAT	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3	Proof of valid registration with CIDB	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4	Signed Declaration of Interest	Yes <input type="checkbox"/>	No <input type="checkbox"/>

5	Certificate of Independent Bidder determination	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6	Valid COID certificate issued by the Department of Labour	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7	Submit an original Briefing session certificate of attendance	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8	Fully Completed and Signed all other SBD forms	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

**SIGNATURE OF
BIDDER**

DATE

**CAPACITY UNDER WHICH
BID IS SIGNED**

FORM C: TAX COMPLIANCE

CONDITIONS PERTAINING TO TAX

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must 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

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points 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, 202.

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.
- (c)

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)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI		7		%	
WOMAN		3		%	
DISABLED		2		%	
YOUTH		3		%	

Locality <ul style="list-style-type: none"> • City of Johannesburg = 0 • KZN Province = 5 • National = 0 		5			
TOTAL POINTS		20			

3. BID DECLARATION

3.1 Bidders who claim points in respect of Specific Goals Status Level of Contribution must complete the following:

4. SPECIFIC GOALS STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

4.1 Specific Goals = (maximum of 10 or 20 points)

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

5. SUB-CONTRACTING

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

(Tick applicable box)

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

5.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

6. DECLARATION WITH REGARD TO COMPANY/FIRM

- 6.1 Name of company/firm :.....
- 6.2 VAT registration number :.....
- 6.3 Company registration number :.....

6.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

6.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

SIGNATURE(S) OF BIDDERS(S)

DATE.....

ADDRESS.....

.....

.....

.....

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 Venture / Consortium:			

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

<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.</p> <p><u>Person authorized to sign the bid:</u></p> <p>Full name (in BLOCK letters): _____</p> <p style="margin-left: 100px;">Signature: _____</p> <p style="margin-left: 100px;">Date: _____</p>

FORM F: DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, shareholder²):
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:

'SCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) 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, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

3.6 VAT Registration Number.....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state?..... **YES / NO**

3.8.1 If yes, furnish particulars.....

- 3.9 Have you been in the service of the state for the past twelve months?..... **YES / NO**
- 3.9.1 If yes, furnish particulars.....
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?..... **YES / NO**
- 3.10.1 If yes, furnish particulars.....
.....
- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 3.11.1 If yes, furnish particulars.....
.....
- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?..... **YES / NO**
- 3.12.1 If yes, furnish particulars.....
.....
- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.13.1 If yes, furnish particulars.....
.....
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract..... **YES / NO**
- 3.14.1 If yes, furnish particulars.....
.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the submission data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the tenderer

(Name and

address of organization/)

.....

Name and signature of witness Date

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
Employer**

**ONLY TO BE COMPLETED
AT ACCEPTANCE STAGE**

Name and

signature

of witness

Date

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
Details
.....
.....

2 Subject
Details
.....
.....

3 Subject
Details
.....
.....

4 Subject
Details
.....
.....

**ONLY TO BE COMPLETED
AT ACCEPTANCE STAGE**

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]

Name and
signature of
witness _____

Date _____

FOR THE EMPLOYER:

Signature(s) _____

Name(s) _____

Capacity _____

[Name and address of organisation]

Name and
signature of
witness _____

Date _____

**ONLY TO BE COMPLETED
AT ACCEPTANCE STAGE**

CONFIRMATION OF RECEIPT

The Tenderer (now Contractor), identified in the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The..... [day]

of [month]

20..... [year]

at [place]

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

**ONLY TO BE COMPLETED
AT ACCEPTANCE STAGE**

C1.2 CONTRACT DATA

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE RENOVATIONS AT NHL S NGWELEZANE LAB.
CONTRACT NO:	KZN 0020444
C.1.2 Contract Data	
<p>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.</p>	
<p>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.</p>	
Part 1: Data provided by the Employer	
Clause	Data
1.1.1.13	<p>Clause 1.1.1.13: Defects Liability Period</p> <p>The Defects Liability Period is 6 months, measured from the date of the Certificate of Completion</p>
1.1.1.14	<p>Clause 1.1.1.14: Due Completion Date</p> <p>The time for achieving Practical Completion is 2 months after the Commencement Date</p>
1.1.1.15	The name of the Employer is NHL S, represented by Ms Jabulile Mthembu and/or such persons or person duly authorised to be the Employer in writing.
1.1.1.26	The Pricing Strategy is a bill of quantities
1.2.1.2	<p>The Employer's address for receipt of communications is: 149 Prince Street, Durban 4001</p> <p>Proposal should be submitted to the following add :</p> <p><u>Renovations at Nhls Ngwelezane Lab.</u></p>
2.4.1	<p>"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:</p> <ul style="list-style-type: none"> • The form of offer and acceptance • Contract forms • 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	<p>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</p> <ol style="list-style-type: none"> 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	<p>"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:</p> <ol style="list-style-type: none"> 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	<p>Clause 5.3.1: Commencement of the Works</p> <p>The documentation required before commencement with Works execution are:</p> <ol style="list-style-type: none"> a) Health and Safety Plan

	<p>b) Initial programme</p> <p>c) Security</p> <p>d) Insurance</p>																								
5.3.2	<p>Clause 5.3.2: Timeframe to deliver documentation</p> <p>The time to submit the documentation required before commencement with Works execution is fourteen (14) days.</p>																								
5.4.4	<p>“The Contractor shall bear all costs and charges for special and temporary rights of way required by him/her in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him/her for the purposes of the Works.”</p>																								
5.8.1	<p>Clause 5.8.1: Non-Working Times</p> <p>The non-working days are Saturdays and Sundays.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> 1. All gazetted public holidays falling outside the year end break. 2. The year-end break commencing on 14 December and ending on 7 January (Provisional). 																								
5.12.2.	<p>Clause 5.12.2.: Some reasons for extension of time</p> <p>Clause 5.12.2.2: Abnormal climatic conditions.</p> <p><i>Add the following:</i></p> <p>Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).</p> <p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that clause.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">January</td> <td style="width: 25%;">4 days</td> <td style="width: 25%;">May</td> <td style="width: 25%;">2 days</td> <td style="width: 25%;">September</td> <td style="width: 25%;">2 days</td> </tr> <tr> <td>February</td> <td>4 days</td> <td>June</td> <td>2 days</td> <td>October</td> <td>2 days</td> </tr> <tr> <td>March</td> <td>2 days</td> <td>July</td> <td>2 days</td> <td>November</td> <td>4 days</td> </tr> <tr> <td>April</td> <td>2 days</td> <td>August</td> <td>2 days</td> <td>December</td> <td>4 days</td> </tr> </table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an</p>	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
January	4 days	May	2 days	September	2 days																				
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April	2 days	August	2 days	December	4 days																				

	<p>extension of time be granted by the Engineer such extension of time will be added to the Time for Completion.</p> <p>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.</p>
5.13.1	<p>Clause 5.13.1: Penalty for Delay</p> <p>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.</p>
5.16.3	<p>Clause 5.16.3: Latent defect liability</p> <p>The latent defect period is ten (10) years for civil engineering works.</p>
6.8.2	<p>Clause 6.8.2: Contract Price Adjustment</p> <p>The Contract Price Adjustment is not applicable in this contract.</p>
6.8.3	<p>Clause 6.8.3: Variation in Cost of Special Materials</p> <p>Price adjustments for variations in the costs of special materials are not allowed</p>
6.10.1.5	<p>Clause 6.10.1.5: Interim Payments - Materials on Site</p> <p>No percentage advance on materials on site but not yet built into the Permanent Works is allowed for, or will be paid.</p>
6.10.4	<p>Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate</p> <p><i>Add the following to clause 6.10.4:</i></p> <p>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.</p>
8.6.1.1.2	<p>Clause 8.6.1.1.2: Insurance</p> <p>The value of the materials supplied by the Employer to be included in the insurance sum is -Nil.</p>
8.6.1.1.3	<p>Clause 8.6.1.1.3: Insurance</p> <p>The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is Nil.</p>
8.6.1.3	<p>Clause 8.6.1.3: Insurance</p> <p>The limit of indemnity for liability insurance is R5 million for any single claim – the number of claims to be unlimited during the construction.</p>

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.

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

PART C2: PRICING DATA

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

DESCRIPTION: REQUEST FOR RENOVATIONS AT NHLS NGWELEZANE LAB

Item No.	Description	Unit	Quantity	Rate	Cost excl vat
1.	Removal of exsiting benches		Item		
2.	Supply and fit Krost shelving in store room, 800 ^{mm} wide x 2000 ^{mm} high x 350 ^{mm} deep	M	12		
3.	Supply and fit porcelain toilet with cistern, with toilet paper holder, connect to water supply and waste	No	1		
4.	Supply and fit porcelain hand wash basin in cabinet with mixer tap, and matching mirror, with towel rail in toilet, connected to hot and cold water supply and drainage	No	1		
5.	Tile bathroom floor and walls	M ²	6		
7.	Supply and fit porcelain hand wash basin with hospital elbow taps, also fit hand shower to each basin connected to cold water	No	1		
9.	Removal of passage chromadeck panel in passage and make good		Item		
10.	Remove and discard old appliances and instruments		Item		
11.	Supply and fit 6 ^{mm} safety laminated glass with aluminum frame above reception counter up to ceiling, leave 600 ^{mm} space between counter top and bottom of aluminum frame to pass through specimens .Top half glass and bottom aluminum.	M	2,4		
12.	Supply and fit 6 ^{mm} safety laminated glass door with 4 hinges next to reception counter, bottom half must be solid aluminum and top half must be glass	No	1		
13.	Supply and fit Krost shelving in store room, 600 ^{mm} wide x 2300 ^{mm} high	M	4,5		
14.	Repair all doors		Item		
15.	Supply and install 2mm Classic Mystique PUR/ Eclipse PUR vinyl sheeting with welded joints as per specification, vinyl must go up the wall 120mm high include cove fillet and capping	M²	120		
16.	Clean entire structure using high pressure hose including roof and gutters		Item		

17.	Supply and install new signage		Item		
18.	Repair/replace all damaged outside covers.		Item		
19.	Plumbing Certificate of Compliance	No	1		
20.	Allow the amount of R 10 000-00 (Ten Thousand Rand) for contingency to be used at the discretion of the Principal Agent and deducted in whole or in part if not required				R10,000-00
	TOTAL				
	PLUS 15% VAT				
	GRAND TOTAL				
	Estimated time to supply and deliver from date of order				

