



**RFQ NO: 2025435/2025168**

**REQUEST FOR PROPOSAL TO - SUPPLY AND INSTALL AIR CONDITIONERS TO VARIOUS LABS IN LIMPOPO**

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**ISSUED BY:**

CONSTRUCTION INDUSTRY DEVELOPMENT  
BOARD  
2 Dr LATEGAN ROAD  
GROENKLOOF  
0075

**PREPARED BY:**

SUPPLY CHAIN MANAGEMENT  
NHLS  
1 MODDERFONTEIN ROAD  
SANDRINGHAM  
2031

**Proposal Queries:**

Contact Name: Fikile Hope Xaba

Telephone: 011 842 7579

**Technical Queries:**

Contact Name: Corrie Swart

Telephone: 082 809 5978

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**NAME OF TENDERER:.....**

**CLOSING DATE:**

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## PROPOSAL PROCEDURES

### 1.1 NOTICE AND INVITATION TO SUBMIT PROPOSALS

Construction Industry Development Board invites Proposal to Supply and Install Air Conditioners to various labs in Limpopo.

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 **1ME** or higher are eligible to submit proposal.

### COMPULSORY BRIEFING AND SITE INSPECTION

**COMPULSORY SITE MEETING: It is strongly recommended that the Bidders visit the Labs to familiarize themselves with the installation requirements.**

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.

Tenderers shall submit in the technical proposals and pricing separate.

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

Bidders who fail to meet requirements 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 16<sup>th</sup> February 2024 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 RESEPTION, BUILDING 23, GROUND FLOOR, CSIR PRETORIA CAMPUS, MEIRING NAUDE ROAD, BRUMMERIA, PRETORIA RFQ Box.

**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**

|  |   |               |                                      |               |                |
|--|---|---------------|--------------------------------------|---------------|----------------|
| <b>YOU ARE HEREBY INVITED TO SUBMIT PROPOSAL FOR THE REPAIRS SERVICES, ROOF LEAKS (WATERPROOFING) AT THE CIDB CENTURION OFFICES</b>              |   |               |                                      |               |                |
| RFP NUMBER:  | <b>2025435/2025168</b>  | CLOSING DATE: | <b>16<sup>th</sup> February 2024</b> | CLOSING TIME: | <b>11h00am</b> |
| DESCRIPTION  | <b>SUPPLY AND INSTALL AIR CONDITIONERS TO VARIOUS LABS IN LIMPOPO .</b> |               |                                      |               |                |
| <b>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.</b> |   |               |                                      |               |                |

| <b>SUPPLIER INFORMATION</b>  |   |  |                                     |         |   |
|--|---|--|-------------------------------------|---------|---|
| 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:  |  | <b>OR</b>                           | CSD No: |   |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT |         | <input type="checkbox"/> Yes<br><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<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[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 | National Health Laboratory Service | CONTACT PERSON   | Corrie Swart               |
| CONTACT PERSON          | Fikile Hope Xaba                   | TELEPHONE NUMBER | 082 809 5978               |
| TELEPHONE NUMBER        | 012 842 7579                       | FACSIMILE NUMBER | N/A                        |
| FACSIMILE NUMBER        | N/A                                | E-MAIL ADDRESS   | cornelius.swart@nhls.ac.za |
| E-MAIL ADDRESS          | Fikile.xaba@nhls.ac.za             |                  |                            |

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

|   |                              |                             |
|---|------------------------------|-----------------------------|
| <b>1. BID SUBMISSION:</b>   |                              |                             |
| 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  |                              |                             |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>   |                              |                             |
| 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.  |                              |                             |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>  |                              |                             |
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?   | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| <b>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.</b>        |                              |                             |
|   |                              |                             |

**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 RESEPTION, BUILDING 23, GROUND FLOOR, CSIR PRETORIA CAMPUS, MEIRING NAUDE ROAD, BRUMMERIA, PRETORIA** . 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, 2017, 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: Corrie Swart**

**Office Telephone No.: 082 809 5978**

**E-mail: [cornelius.swart@nhls.ac.za](mailto:cornelius.swart@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 NHLS. Final acceptance of any proposal is not guaranteed, this being the exclusive right of NHLS.</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 <a href="http://www.cidb.org.za">www.cidb.org.za</a>).</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 <b>NHLS</b>  |
| E.1.2         | <p>For this contract, the following documents will be adopted:</p> <p>The <b>single volume</b> procurement document issued by the employer comprises of the following:</p> <p><b>The Request for Proposal</b></p> <p><b>Part E1: Tendering procedures</b></p> <p>E1.1 - Notice and invitation to Submit Proposal</p> <p>E1.2 - Submission data</p> <p><b>Part E2: Returnable documents</b></p> <p>E2.1 - List of returnable documents</p> <p>E2.2 - Returnable schedules</p> <p><b>The Contract</b></p> <p><b>Part C1 - Agreements and Contract data</b></p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p><b>Part C2 - Pricing Data</b></p> <p>C2.1 – Pricing Instructions</p> <p><b>Part C3 - Scope of Works</b></p> <p>C3.1 – Description of the works</p> <p>C3.3 - Annexures</p> <p><b>Part C4 - Site Information</b></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: Fikile Hope Xaba (SCM Representative)</p> <p>Address: <a href="mailto:Fikile.xaba@nhls.ac.za">Fikile.xaba@nhls.ac.za</a></p>   |
| E.1.5         | <b>Cancellation and Re-Invitation of Tenders</b>   |

|           |   |
|-----------|---|
| E.1.5.1   | An employer may, prior to the award of the tender, cancel a tender if-<br>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;<br>b) funds are no longer available to cover the total envisaged expenditure; or<br>c) no acceptable tenders are received.<br>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     | <b>Procurement procedures</b>   |
| 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   | <b>Competitive negotiation procedure</b>  |
| 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.<br><br>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       | <b>Tenderer's obligations</b>   |
| E.2.1     | <b>Eligibility</b><br>Only those tenderers who satisfy the following criteria are eligible to submit tenders:<br>a) CIDB registration<br>Only tenderers who are already registered in terms of the Construction Industry Development Regulations  |

25(2) in cidb grading designation **1ME** 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><b>Clarification meeting</b></p> <p><b>COMPULSORY SITE MEETING: It is strongly recommended that the Bidders visit the Labs to familiarize themselves with the installation requirements.</b></p>   |
| E.2.8    | <p><b>Seek clarification</b></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><b>Insurance</b></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><b>Pricing the tender offer</b></p>  |
| E.2.10.3 | <p>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.</p>   |
| E.2.11   | <p><b>Alterations to documents</b></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><b>Alternative tender offers</b></p> <p>No alternative tender offers will be considered</p>  |
| E.2.13   | <p><b>Submitting a tender offer</b></p>   |
| E.2.13.1 | <p>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.</p>   |
| E.2.13.2 | <p>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.</p>   |
| E.2.13.3 | <p>Submit the parts of the tender offer communicated on paper as an original as 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.</p>   |
| E.2.13.4 | <p>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.</p> |
| E.2.13.5 | <p>Seal the original and each copy of the tender offer as separate packages marking the packages as "<b>Technical proposal</b>" and "<b>Financial proposal</b>". 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.</p>   |
| E.2.13.6 | <p>Bidders are requested to deliver the submission in <b>one envelope</b>. The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Title to appear on envelope :</b></p>  |

|          |  |
|----------|--|
|          | <p>1. RFP NO.: ..... (<b>TECHNICAL PROPOSALS</b>)</p> <p><b>Call For proposal to supply and install Air Conditioners to various labs in Limpopo at NHLS VARIOUS HOSPITALS AS PER BOQ.</b></p> <p>This envelope must contain the Returnables, SCM Documentation and Relevant Annexures. This envelope must contain <b>printed copies</b> of all the pages in this document, duly completed and signed, <b>but excluding the pricing schedules (schedule of quantities), which must be submitted in a separate envelope as detailed below.</b></p> <p><b>Title to appear on envelope or attachment two(2):</b></p> <p>2. RFP NO.: ..... (<b>FINANCIAL PROPOSALS</b>)</p> <p><b>Call For proposal to supply and install Air Conditioners to various labs in Limpopo,</b> 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 NHLS RESEPTION, BUILDING 23, GROUND FLOOR, CSIR PRETORIA CAMPUS, MEIRING NAUDE ROAD, BRUMMERIA, PRETORIA</p> <p>Physical address: NHLS RESEPTION, BUILDING 23, GROUND FLOOR, CSIR PRETORIA CAMPUS, MEIRING NAUDE ROAD, BRUMMERIA, PRETORIA</p> <p>Identification details: RFQ BOX</p> |
| E.2.13.7 | Seal the original tender offer 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 <b>telegraphic, telephonic, telex, facsimile and late proposal will not be accepted</b> by the employer.  |
| E.2.14   | <p><b>Information and data to be completed in all respects</b></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><b>Closing time</b></p> <p>The closing time for submission of proposal Call for proposal to supply and install air conditioners in various labs in Limpopo <b>at 11h00am.</b></p> <p>NHLS 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 12 weeks from the closing date.  |
| E.2.17   | <p><b>Clarification of tender offer after submission</b></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   | <p><b>Inspections, tests and analysis</b></p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the submission data.</p>   |
| E.2.20   | <p><b>Submit securities, bonds and policies</b></p> <p>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.</p>   |
|  | 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.   |
| <p><b>Add the following new clause</b></p> <p>E.2.24</p> | <p>Canvassing and obtaining of additional information by tenderers</p> <p>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.</p> <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>   |
| <p><b>Add the following new clause</b></p> <p>E.2.25</p> | <p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a proposal to a person -</p> <ol style="list-style-type: none"> <li>a) who is in the service of the state; or</li> <li>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</li> <li>c) a person who is an advisor or consultant contracted with the Department.</li> </ol> <p><b>In the service of the state</b> means to be -</p> <ol style="list-style-type: none"> <li>a) a member of:- <ul style="list-style-type: none"> <li>• any municipal council;</li> <li>• any provincial legislature; or</li> <li>• the National Assembly or the National Council of Provinces;</li> </ul> </li> <li>b) a member of the board of directors of any municipal entity;</li> <li>c) an official of any municipality or municipal entity;</li> <li>d) an employee of any national or provincial department;</li> <li>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>f) a member of the accounting authority of any national or provincial public entity; or</li> <li>g) An employee of Parliament or a provincial legislature.</li> </ol> <p>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.</p> |

|         |  |
|---------|--|
| E.3     | <b>The employer's undertakings</b>   |
| E.3.1   | <b>Respond to requests from the tenderer</b><br>The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.   |
| E.3.2   | <b>Issue Addenda</b><br>Addenda will be issued until five (5) working days before the tender closing time.   |
| E.3.9   | <b>Arithmetical errors, omissions and discrepancies</b>  |
| 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"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in: <ul style="list-style-type: none"> <li>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.</li> </ul> </li> </ul>  |
| E.3.9.2 | The arithmetical errors shall be corrected in the following manner: <ul style="list-style-type: none"> <li>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</li> <li>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.</li> <li>c) Where there is an error in the total of the prices either as a result of other <ul style="list-style-type: none"> <li>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.</li> </ul> </li> </ul> 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. |
| E.3.11  | <b>Functionality, Price and Preference</b><br>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.  |
|         | <b>Technical Proposal</b><br><b>Administrative. / Mandatory Requirements</b><br><br>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   | **N/A   |
| 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 2017   | Completed and signed   | *YES  |
| 8                            | SCM - SBD 8 – Declaration of Bidder's Past Supply Chain Management Practices   | Completed and signed   | *YES  |
| 9                            | SCM – SBD 7.1 – Contract form, purchase of good/ works   | Completed and signed   | *YES  |
| 10                           | SCM - SBD 9 - Certificate of Independent Bid Determination   | 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.



## Functionality

The Functional Evaluation will be carried out to assess the Bidder's suitability to undertake the project, the Bidder's Company Experience, Key Personnel Experience, Proposal with project plan and delivery capacity will be evaluated.

Bidders who fail to obtain minimum requirements for functionality will not be considered further.

### i) Functional Evaluation Criterion Summary

The maximum points allocation per criterion is summarised in the following table:-

### **Technical mandatory documents which should be included on submission**

| no | Certificate and or license  | comply | Do not comply |
|----|---|--------|---------------|
| 1  | Air conditioners trade test certificate(where air conditioners included)                |        |               |
| 2  | Electrical Wire man's license   |        |               |
| 3  | Specify air conditioner brand   |        |               |
| 4  | Plumbing Trade test certificate   | N/A    |               |
| 5  | Provide copy of CV and Certificate of experienced project manager to manage the project |        |               |

| CRITERION                  | POINTS     |
|----------------------------|------------|
| Bidders Experience         | 40         |
| Key Personnel Experience   | 20         |
| Proposal with Project Plan | 40         |
|                            |            |
| <b>TOTAL POINTS</b>        | <b>100</b> |

The following values/ indicators will be applicable when evaluating functionality:

| CRITERIA  | SUB-CRITERIA/CLAUSE  | Maximum Number of Points |                                  |                                  |          |          |   |  |  |  |  |   |  |  |  |  |    |
|---|--|--------------------------|----------------------------------|----------------------------------|----------|----------|---|--|--|--|--|---|--|--|--|--|----|
| <b>TENDERER'S EXPERIENCE</b><br><br>Provide a company profile and a list of client references | Demonstrate experience in repairing flat roofs (slabs) with the rubber compound, referencing details (timelines, value, etc.) of projects related to the extent of services as per cidb specification  | 20                       |                                  |                                  |          |          |   |  |  |  |  |   |  |  |  |  |    |
|   | <table border="1"><thead><tr><th>No</th><th>Client name</th><th>Detail ed Description of project</th><th>Value</th><th>Duration</th></tr></thead><tbody><tr><td>1</td><td></td><td></td><td></td><td></td></tr><tr><td>2</td><td></td><td></td><td></td><td></td></tr></tbody></table> | No                       | Client name                      | Detail ed Description of project | Value    | Duration | 1 |  |  |  |  | 2 |  |  |  |  | 40 |
|   | No   | Client name              | Detail ed Description of project | Value                            | Duration |          |   |  |  |  |  |   |  |  |  |  |    |
|   | 1  |                          |                                  |                                  |          |          |   |  |  |  |  |   |  |  |  |  |    |
| 2   |  |                          |                                  |                                  |          |          |   |  |  |  |  |   |  |  |  |  |    |
|   |  |                          |                                  |                                  |          |          |   |  |  |  |  |   |  |  |  |  |    |
|   |  |                          |                                  |                                  |          |          |   |  |  |  |  |   |  |  |  |  |    |

|          |   |    |     |
|----------|---|----|-----|
|          | <p>Points will be allocated on a sliding scale of:</p> <p>(i) 4 projects or more = 20 points<br/> (ii) 3 projects = 15<br/> (iii) 2 projects = 10<br/> (iv) 1 project = 5</p>   |    |     |
|          | <p>Client references relating to the above projects.<br/> For every one (1) relevant, contactable reference attracts four (4) points per reference.</p>   | 20 |     |
|          | <p><b>KEY PERSONNEL EXPERIENCE</b></p> <p>The Project Manager in managing similar contracts with a minimum experience of 3 years. (Provide a comprehensive CV and relevant Qualifications).<br/> 0 to 3 years = 5 points<br/> 4 to 5 years = 10 points<br/> 5 years and above = 20 points</p>   |    | 20  |
|          | <p><b>PROPOSAL WITH PROJECT PLAN</b></p> <p>The service provider must demonstrate that they have the necessary capacity to provide the required services<br/> (i) Resources = 5<br/> (ii) Equipment = 10<br/> (iii) Financials = 5<br/> Project /maintenance plan including timelines, critical success factors on how the service provider will manage the project and Bill of Quantities for services required. = 20</p>  |    | 40  |
|          | <b>TOTAL</b>  |    | 100 |
| E.3.13.1 | <p>Request for proposal will only be accepted on condition that:</p> <ol style="list-style-type: none"> <li>the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>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;</li> <li>the bidder has not: <ol style="list-style-type: none"> <li>abused the Employer's Supply Chain Management System; or</li> <li>failed to perform on any previous contract and has been given a written notice to this effect.</li> </ol> </li> <li>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</li> </ol> <p>Has submitted the documentation listed in E2.21 and E2.22</p> |    |     |
| E.3.18   | <p><b>The number of paper copies of the signed contract to be provided by the employer is ONE.</b></p>  |    |     |

## 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<br>(FAILURE TO SUBMIT COMPULSORY DOCUMENTATION WILL RESULT IN<br>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<br>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 .....

## 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         |
| <b>Total points for Price and Specific Goals must not exceed</b> | <b>100</b> |

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   |   | 4   |   | %  |   |  |
| WOMAN   |   | 4   |   | %  |   |  |
| DISABLED  |   | 4   |   | %  |   |  |
| YOUTH   |   | 4   |   | %  |   |  |

|  |  |           |  |  |  |
|--|--|-----------|--|--|--|
| Locality<br><br><ul style="list-style-type: none"> <li>• Limpopo - Mpumalanga = 4</li> <li>• National = 2</li> </ul> |  | <b>4</b>  |  |  |  |
|  |  |           |  |  |  |
| <b>TOTAL POINTS</b>  |  | <b>20</b> |  |  |  |

**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<br>√                 | QSE<br>√                 |
|---|--------------------------|--------------------------|
| 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

.....

SIGNATURE(S) OF BIDDERS(S)

DATE.....

1. ....

2. ....

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<br>(Indicate with X) |
|--|------------|--------------|-----------------------------------|
|  |            |              |                                   |
|  |            |              |                                   |
|  |            |              |                                   |
|  |            |              |                                   |
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|  |            |              |                                   |
|  |            |              |                                   |
|  |            |              |                                   |
|  |            |              |                                   |
|  |            |              |                                   |
| <b>Combined CIDB Grading for Joint Venture / Consortium:</b> |            |              |                                   |

(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>Signature: _____</p> <p>Date: _____</p> |
|---|

**FORM F: DECLARATION OF INTEREST**

- 1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
- 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, shareholder<sup>2</sup>):
- 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.

<sup>2</sup> 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 G: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. Abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

| Item  | Question  | Yes                             | No                             |
|-------|---|---------------------------------|--------------------------------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br><br>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).<br><br>The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home pg | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:.....<br>.....   |                                 |                                |
| 4.2   | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><br>The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:.....<br>.....   |                                 |                                |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:.....<br>.....   |                                 |                                |
| 4.4   | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?   | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:.....<br>.....   |                                 |                                |

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) ..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
SIGNATURE

.....  
DATE

---

.....

**POSITION**

.....

**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 SUPPLY AND INSTALL AIR CONDITIONERS.**

NHLS 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 NHLS, 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 (COMPULSORY)

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 .....

**ONLY TO BE COMPLETED  
AT ACCEPTANCE STAGE**

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

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

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]*

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

|   |   |
|---|---|
| <b>PROJECT TITLE:</b>   | <b>SUPPLY AND INSTALL AIR CONDITIONERS TO VARIOUS LABS IN LIMPOPO</b>   |
| <b>CONTRACT NO:</b>   |   |
| <b>C.1.2 Contract Data</b>  |   |
| <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> |   |
| <b>Part 1: Data provided by the Employer</b>  |   |
| <b>Clause</b>   | <b>Data</b>   |
| 1.1.1.13  | <p><b>Clause 1.1.1.13: Defects Liability Period</b></p> <p>The Defects Liability Period is <b>6 months</b>, measured from the date of the Certificate of Completion</p>   |
| 1.1.1.14  | <p><b>Clause 1.1.1.14: Due Completion Date</b></p> <p>The time for achieving Practical Completion is 2 months after the Commencement Date</p>   |
| 1.1.1.15  | <p>The name of the Employer is NHLS, represented by ----- and/or such persons or person duly authorised to be the Employer in writing.</p>  |
| 1.1.1.26  | <p>The Pricing Strategy is a bill of quantities</p>   |
| 1.2.1.2   | <p>The Employer's address for receipt of communications is: NHLS RESEPTION, BUILDING 23, GROUND FLOOR, CSIR PRETORIA CAMPUS, MEIRING NAUDE ROAD, BRUMMERIA, PRETORIA</p> <p>Proposal should be submitted to the following add : <b>CALL FOR PROPOSAL TO - SUPPLY AND INSTALL AIR CONDITIONERS TO VARIOUS LABS IN LIMPOPO</b></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"> <li>• The form of offer and acceptance</li> <li>• Contract forms</li> <li>• The contract data</li> <li>• General conditions of contract (GCC 2015)</li> <li>• Scope of Work</li> <li>• SANS 1200 Standardised Specifications</li> <li>• Site Information</li> <li>• Construction drawings</li> <li>• Bill of quantities</li> <li>• The returnable schedules</li> </ul> |
| 3.1.3   | <p>The Contractor shall obtain the specific approval of the Employer before executing any of his functions</p>  |

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   | <p><b>Clause 5.3.1: Commencement of the Works</b></p> <p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> <li>a) Health and Safety Plan</li> <li>b) Initial programme</li> <li>c) Security</li> <li>d) Insurance</li> </ul>   |         |        |           |        |           |        |
| 5.3.2   | <p><b>Clause 5.3.2: Timeframe to deliver documentation</b></p> <p>The time to submit the documentation required before commencement with Works execution is <b>fourteen (14) days.</b></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><b>Clause 5.8.1: Non-Working Times</b></p> <p>The non-working days are Saturdays and Sundays.</p> <p>The special non-working days are:</p> <ul style="list-style-type: none"> <li>1. All gazetted public holidays falling outside the year end break.</li> <li>2. The year-end break commencing on 14 December and ending on 7 January (Provisional).</li> </ul>  |         |        |           |        |           |        |
| 5.12.2. | <p><b>Clause 5.12.2.: Some reasons for extension of time</b></p> <p><b>Clause 5.12.2.2: Abnormal climatic conditions.</b></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 data-bbox="229 1980 1279 2020" style="width: 100%; border: none;"> <tr> <td style="text-align: center;">January</td> <td style="text-align: center;">4 days</td> <td style="text-align: center;">May</td> <td style="text-align: center;">2 days</td> <td style="text-align: center;">September</td> <td style="text-align: center;">2 days</td> </tr> </table> | January | 4 days | May       | 2 days | September | 2 days |
| January | 4 days   | May     | 2 days | September | 2 days |           |        |

|           |  |
|-----------|--|
|           | <p>February 4 days      June 2 days      October 2 days<br/> March 2 days      July 2 days      November 4 days<br/> April 2 days      August 2 days      December 4 days</p> <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 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><b>Clause 5.13.1: Penalty for Delay</b></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><b>Clause 5.16.3: Latent defect liability</b></p> <p>The latent defect period is ten (10) years for civil engineering works.</p>  |
| 6.8.2     | <p><b>Clause 6.8.2: Contract Price Adjustment</b></p> <p>The Contract Price Adjustment is <b>not</b> applicable in this contract.</p>  |
| 6.8.3     | <p><b>Clause 6.8.3: Variation in Cost of Special Materials</b></p> <p>Price adjustments for variations in the costs of special materials are not allowed</p>   |
| 6.10.1.5  | <p><b>Clause 6.10.1.5: Interim Payments - Materials on Site</b></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><b>Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate</b></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><b>Clause 8.6.1.1.2: Insurance</b></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><b>Clause 8.6.1.1.3: Insurance</b></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   | <b>Clause 8.6.1.3: Insurance</b><br><br>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        | <b>Clause 10: Dispute Resolution</b><br><br>“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        | <b>Clause 12: Confidentiality</b><br><br>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        | <b>Clause 13: Amendments in writing</b><br><br>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](http://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:<br>.....   |
| 1.2.1.2 | The address of the Contractor is:<br>Address (physical): .....<br>.....<br>Address (postal): .....<br>.....<br>Telephone: ..... Facsimile: .....<br>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        | m <sup>2</sup> .pass | = | square metre-pass     |
| h              | = | hour           | m <sup>3</sup>       | = | cubic metre           |
| ha             | = | hectare        | m <sup>3</sup> .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 <sup>2</sup> | = | 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](http://www.sabs.co.za) or [www.iso.org](http://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 prices 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.

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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.

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## 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

### 1 TERMS OF REFERENCE / SPECIFICATION

FORM OF QUOTATION SUPPLIER NAME:

RFQ NO: 2025435/2025168

DESCRIPTION: SUPPLY AND INSTALL AIR CONDITIONERS TO VARIOUS LABS IN LIMPOPO REGION

FORM OF QUOTATION

| Description  | Unit | Quantity | Rate | Cost excl vat |
|--|------|----------|------|---------------|
| <b>Letaba Lab:</b>   |      |          |      |               |
| Remove existing air conditioners and cart away   | No   | 3        |      |               |
| Supply and install 36 000 BTU Midwall split, heating and cooling air conditioner, must be inverter type using R410A refrigerant, install as per specification , air con type must be: LG, Carrier, York, Samsung, or Daiken or similar | No   | 2        |      |               |
| Supply and install 24 000 BTU Midwall split, heating and cooling air conditioner, must be inverter type using R410A refrigerant, install as per specification , air con type must be: LG, Carrier, York, Samsung, or Daiken or similar | No   | 1        |      |               |
| Re-connect to existing power supply  | No   | 3        |      |               |
| <b>Donald Frazer Lab:</b>  |      |          |      |               |
| Remove existing air conditioner and cart away  | No   | 1        |      |               |
| Supply and install 18 000 BTU Midwall split, heating and cooling air conditioner, must be inverter type using R410A refrigerant, install as per specification , air con type must be: LG, Carrier, York, Samsung, or Daiken or similar | No   | 1        |      |               |
| Re-connect to existing power supply  | No   | 1        |      |               |
| 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    |
| NOTE: Contractor should always have project supervisor on site in order to maintain NHLS standard and specification  |      |          |      |               |
| TOTAL  |      |          |      |               |
| PLUS 15% VAT   |      |          |      |               |
| GRAND TOTAL  |      |          |      |               |
| Estimated time to complete work above  |      |          |      |               |

| Description   | Unit | Quantity | Rate | Cost excl vat |
|---|------|----------|------|---------------|
| <b>Mokopane Lab</b>   |      |          |      |               |
| Remove existing air conditioners and cart away  | No   | 4        |      |               |
| Supply and install 28 000 BTU Midwall split, heating and cooling air conditioner, must be inverter type using R410A refrigerant, install as per specification, air con type must be: LG, Carrier, York, Samsung, or Daiken or similar | No   | 4        |      |               |
| Re-connect to existing power supply   | No   | 4        |      |               |
|   |      |          |      |               |
|   |      |          |      |               |
| 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    |
| NOTE: Contractor should always have project supervisor on site in order to maintain NHLS standard and specification   |      |          |      |               |
| TOTAL   |      |          |      |               |
| PLUS 15% VAT  |      |          |      |               |
| GRAND TOTAL   |      |          |      |               |
| Estimated time to complete work above   |      |          |      |               |

**NOTE:**

“Provide details and registration confirmation with CIDB in terms of the CIDB Act 38 of 2000.

Provide proof of grading level 1ME or Higher

**Technical mandatory documents which should be included on submission**

| no | Certificate and or license  | comply | Do not comply |
|----|---|--------|---------------|
| 1  | Air conditioners trade test certificate(where air conditioners included)                |        |               |
| 2  | Electrical Wire man’s license   | N/A    |               |
| 3  | Specify air conditioner brand   |        |               |
| 4  | Plumbing Trade test certificate   | N/A    |               |
| 5  | Provide copy of CV and Certificate of experienced project manager to manage the project |        |               |

**Important Note:**

- Always read specification in conjunction with Bill of Quantities and Plan (if plan is applicable and supplied).
- All Quantities measured are indicative and will be re-measured on completion.
- Specific products to be used, to be confirmed in Bill of Quantities.
- All materials and products to be used, to be ISO 9001 accredited.

- Due to the nature of our labs (operation 24 hours) **the contractor will be expected to work after hours and over the weekend.**
- Variation orders can only be approved in writing (via the email) by the NHLS Project Manager
- No additional or extra work done will be paid for unless the project manager has issued a variation order.
- NHLS Project Manager will conduct all inspections.
- The contractor should be required to move the equipment (furniture, benches, etc.) and put them back requested.
- Only material installed will be paid and not for any wastage (no material on site will be paid).
- NHLS delegates can also and contact the client or visit the work done as referred on the completion certificate.
- Contractor will be requested to **provide comprehensive safety file**; work will be only allowed to commence after the file has been formally approve by NHLS.
- A contractor is expected to **sign a 37(2) Agreement** (Form – FMI 0008) before commencing with the project.
- No progress payment will be made less than R200,000.00.

## References:

- NHLS delegates can also and contact the client or visit the work done as referred on the reference or completion certificate.
- All the contractors will be requested to provides NHLS with the following signed of stamped references or completion certificates of similar work done on company or departments letter head, not more than five years (5) old as per the table below

| <b>IF QUOTE VALUE</b>            | <b>REQUIRED REFERENCE OR COMPLETION CERTIFICATES</b>  | <b>CONTRACT VALUE OF PROJECT PREVIOUSLY DONE</b> |
|----------------------------------|---|--|
| <b>R0-R50,000.00</b>             | One(1) copy of contactable reference or completion certificate, on client's letterhead, with contact details, valid e-mail address, office telephone, cell phone and business address       | N/A  |
| <b>R50,000.00 - R100,000.00</b>  | Two(2) 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   | N/A  |
| <b>R100,000.00 - R200,000.00</b> | 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 | At least 1x R100,000.00 and above                |
| <b>R200,000.00 and above</b>     | 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 | At least 3x R200,000.00 and above                |

## GUARANTEE, MAINTENANCE, PENALTY AND RETENTION PERIOD

The Guarantee and Maintenance period shall be for 12 months commencing on the date of Practical completion and acceptance of the Installation. During the Guarantee period the Contractor shall repair all defects in the Installation which may arise as a result of inferior quality materials or faulty workmanship. **5% retention of the contract price will be held back for a period of 3 months after date of Practical completion and acceptance of the installation**

The fact that the Installation will be used and occupied by the Employer during the guarantee period shall in no way exempt the Contractor from his responsibility under this clause

Should a non-urgent fault occur during the guarantee period the Contractor will be advised and he shall repair the fault in good time

Should a fault occur during the guarantee period, that is in the opinion of the Project Manager of an urgent nature, then the Contractor will be advised and shall proceed immediately to rectify the fault

Should a fault occur during the guarantee period, that is in the opinion of the Project Manager of an urgent nature, and the Contractor is not available, the Employer shall reserve the right to obtain the services of any available Contractor to repair the fault. The cost of such repair work shall be borne by the Contractor in accordance with the escalated rates. In such a case the faulty equipment shall be kept for scrutiny by the Contractor. If this occurs during the retention period and retention money is still due to the Contractor, such claim from the Alternative Contractor, will be deducted from the Retention fund

Should the frequency and breakdown/s, in the opinion of the Project Manager, become so regular as to constitute an unacceptable state of affairs or should the installation or portions thereof prove to be unacceptable, the Contractor shall upon receipt of a written instruction from the Project Manager, replace portions/components or even the entire installation if need be, at his own cost as prescribed by the Project Manager

Where the practical completion is not reached by the date stated in the Tender/ RFQ document or by the revised date granted by the Project Manager, the Contractor shall be liable to a Penalty deterrent by the Project Manager, which is in this instance .1% (point 1 percent) of the Tender/ RFQ Total value, Per Day

### **PRELIMINARIES**

Tenderer's attention is drawn to the fact that the Hospital and Laboratory will be fully operational during the building process. The work will have to be carried out in phases and at times that must be liaised and agreed to with the Business Manager and Hospital Management. This might result in certain work being carried out at certain times only, even after hours of weekends. Also note that sensitive electronic equipment are in use and no work that cause a vibration can be carried out when these equipment are in operation. Operating theaters in the vicinity of the building work will also be in use during the building program and the Contractor must liaise closely with the Hospital Management and obtain their written consent and permission, before removing and/or servicing equipment/structures, that might interfere with the running of the theaters or any other service/s. The use of certain lifts for moving of material will also have to be agreed to with the Hospital Management. The tenderer must allow for this in his prices since no additional claim will be entertained in this regard

### **Air-conditioners**

Contractor to provide adequate power supply to air con unit

12-month warrantee to be included

Contractor is liable for any damages to structure

All work must be SABS approved

Each air con to be separately wired via isolator from the DB board and connected with a circuit breaker (see size and Phase requirements as stipulated in Bill)

D/P Isolator to be installed and connected adjacent to air-con unit internally (see size and Phase requirements as stipulated in Bill)

Electrical Certificate of Compliance to be issued on completion

Allow for drilling through wall and plaster/ patch and paint afterwards. Piping to be installed through walls only, never glass panes

All piping/cabling to be in PVC trunking / ducting. Allow for correct lengths

Units always to be heating and cooling (unless otherwise stipulated in Bill)

All piping, brackets, gas up to commissioning to be included in pricing

Supply units of the following Manufacturers: Samsung, LG, Carrier, Daiken, York or similar (in warrantee and guarantee)

All Air-cons to be Inverter type, unless specified of the BOQ



### **Electrical**

Only registered Electricians to be employed for any electrical work

Wires to be used for sockets outlets; 2.5mm<sup>2</sup> PVC

Colour for 2- compartment steel/PVC power skirting unless differently specified in bill of quantities (colour to be confirmed)

Normal plugs to be white and dedicated plugs to be red

Electrician to consult with Lab Manager regarding lab equipment when circuit are installed to prevent overloading, new plug points to be wired from distribution board and marked properly

Legend card in DB to be up to date

Electrical Certificate of Completion to be issued on completion

All material to be SABS approved

All installations to comply with SANS10142 installation rules

All additional /replaced plugs, isolators and light switches must be labelled on the cover and Distribution Board

Circuit breakers to be SABS approved and type and size to be confirmed with Project Manager before installation

Hydroboils: wire from DB Board with 30Amp double pole isolator next to Unit (at least 1m away) and 20Amp circuit breaker in DB board

**PLEASE TAKE NOTE THAT THE ABOVE SPECIFICATIONS AND MEASUREMENTS ARE SUBJECT TO CHANGE AS MAY BE DETERMINED BY THE FINAL APPROVED DRAWINGS OR COMPULSARY SITE MEETING FOR THE JOB IN QUESTION**

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### **WORKS AGREEMENT**

#### **Contractor: The contactor shall:**

- Provide adequate supervision and management of the works at all times.
- Provide toilet facilities for use by his workers except where provided by the client (NHLS).
- Storage space is not always available for material and sufficient arrangements should be catered for and included in pricing.
- Submit all local authority notices by the works.
- Comply with all statutes, regulations and bylaws of local or other authorities having jurisdiction regarding the execution of the works and obtain all certificates and other documents required by such authorities.
- Notify the Project Manager where compliance with any statute, regulation or bylaw requires a change or variation to the works upon which such change shall be deemed to be a contract instruction.
- Immediately begin the works and continue at a rate of progress satisfactory to the Project Manager in terms of the agreement.
- Comply with all contract instructions in good time.
- Bring the works, within the constructed period, to practical completion in terms of completion.
- Bring the works to final completion.
- Surplus material and waste to be carted away to a suitable dumping site to be found by the Contractor, outside the boundary of the site

#### **Completion**

##### **Practical Completion**

- The Project Manager shall inspect the works from time to time to give the contractor interpretations and guidance on the standard and state of completion of the works which he will require the contractor to achieve for practical completion
- The contractor shall inform the Project Manager of the date on which he expects to achieve practical completion
- The Project Manager shall inspect the works on or before the date requested by the contractor

Where the works:

- Has reached practical completion the Project Manager shall at once issue a certificate of practical completion to the contractor
- Has not reached practical completion the Project Manager shall issue a practical completion list to the contractor detailing the outstanding work to be done and defects to be rectified to achieve practical completion
- Is not ready for practical completion inspection the Project Manager shall issue a list as a general guide to the contractor of the outstanding areas of work and defects to be attended to before he can request a further inspection

### **Final Completion**

- Within seven calendar days of practical completion the Project Manager shall prepare and issue to the contractor a final completion list detailing the incomplete work and defects to be rectified within a reasonable period
- The defects liability period of fourteen calendar days shall start on the date of practical completion
- On the expiry of the defects liability period the Project Manager shall immediately inspect the works for final completion. Where the works:
- Has reached final completion the Project Manager shall at once issue a certificate of final completion to the contractor
- Has not reached final completion the Project Manager shall issue a defects list to the contractor detailing any incomplete work and defects to be rectified before the Project Manager will undertake a further inspection
- Where the contractor has achieved final completion the latent defects liability period shall end three years from the date of final completion

### **Employer: The employer shall:**

- Hand over the site to the contractor by the date stated in the schedule. The construction period and latent defects liability period shall commence with the handover of the site.
- Arrange for water, sewer and electrical connections as required and pay all fees concerning this
- Provide water and electricity as required for the execution of the works free of charge.
- Not issue instructions to, interfere with, hinder or obstruct any of the contractor's workers or any other persons employed or acting on behalf of the contractor.

### **Risk and Insurance**

- The Contractor indemnifies the NHLS against any loss in respect of claims from other parties arising out of or due to the execution of the works or occupation of the site by the contractor consequent upon:
  - Death or bodily injury or illness of any person.
  - Physical loss and damage to any property other than the works.
  - Removal of or interference with lateral support of an adjoining property.
- The contractor shall take out insurances in respect of his employees as are required by law.
- Where, in the opinion of the Project Manager, loss and damage to the works due to the contractor's negligence the contractor shall be liable for such loss and damage.
- The contractor shall in all circumstances be at risk for loss of, or damage to his construction plant or vehicles.
- The contractor shall enclose the site along the facades where work is being done. He shall furthermore allow for all the required scaffolding, gantries, hoarding, etc. to safeguard pedestrian traffic on the sidewalks or paths as well as vehicular traffic in the streets
- The form of scaffolding, gantries, hoardings, etc., must be fully detailed in his "method statement" as previously required. It is not the intention to prohibit or deviate pedestrians or traffic during construction and Tenderers are to account for this when pricing the Tender
- Adequate warning signs/ lights/ etc. are to be employed where required. If the Tenderer requires the full pavement width and even part of the adjacent street, then he must make all the necessary arrangements with local authorities for the pavement and street closure as well as pay for all fees in connection therewith including the loss of income due to parking meters
- The existing premises will be occupied at all times and the Contractor will be required to keep all noise to a minimum

### **Safety**

- From the date of site handover to the Contractor until the completed work is handed back to the Employer, the Contractor shall be responsible for maintaining safe working conditions on site
- The Contractor shall be responsible in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the regulations promulgated in terms of the Act or Factories, Machinery and Buildings Work Act, whichever is applicable
- The Contractor shall be responsible for supplying and installing the required safety signs as determined by the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) All safety signs shall comply with the requirements of the latest edition of SANS 11861 as Applicable

### **Programme**

- The Contractor shall submit his programme of work to the Project Manager not later than 14 days after the Contractor has been notified of the acceptance of his tender. If necessary, the Project Manager may instruct the Contractor to adjust his programme to suit other activities

\_\_\_\_\_ **END** \_\_\_\_\_

