



# NATIONAL HEALTH LABORATORY SERVICE

RFQ NO. KZN 062556\_061224\_069299

**ISSUED BY:**

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

**PREPARED BY:**

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

**Quotation Queries:**

CONTACT NAME: PROCUREMENT OFFICE

TELEPHONE: 031 327 6700

**Technical Queries:**

CONTACT NAME: PROCUREMENT OFFICE

TELEPHONE: 031 327 6700

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

**SITE BRIEFING: N/A**

**CLOSING DATE: 30 MAY 2025 @ 11AM**

## Contents

RFQ NO :	Error! Bookmark not defined.	
<b>PART A : PROPOSAL PROCEDURES</b>		<b>3</b>
1.1 NOTICE AND INVITATION TO SUBMIT QUOTATIONS		3
<b>SBD 1 : PART A</b>		<b>4</b>
SUBMISSION DATA		7
<b>PART .2: RETURNABLE DOCUMENTS AND SCHEDULES</b>		<b>15</b>
J.2.1 LIST OF RETURNABLE DOCUMENTS		15
FORM B: VENDOR NUMBER REGISTRATION WITH CENTRAL SUPPLIER DATABASE		16
FORM B: TAX COMPLIANCE		17
FORM C: PREFERENCE SCHEDULE		18
<b>IMPORTANT NOTICE</b>		<b>25</b>
PREFERENTIAL PROCUREMENT REGULATIONS, 2022 (OBJECTIVE CRITERIA)		25
SCHEDULE OF WORK CARRIED OUT BY THE BIDDER		25
FORM D: PROOF OF REGISTRATION WITH CIDB		26
FORM E: DECLARATION OF INTEREST		28
FORM F: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES		31
FORM G: OHS ACT DECLARATION AND SUBMISSION		32
FORM H: SCHEDULE OF BIDDER'S EXPERIENCE IN SERVICE, FOR RENOVATIONS FOR DINING ROOM AND TOILETS FACILITIES TO THE OFFICE OF THE CEO MAIN BUILDING AT NHLS SANDRINGHAM CAMPUS		33
<b>C2: PRICING DATA</b>		<b>37</b>
C2.1 PRICING INSTRUCTIONS		37
SCHEDULE OF QUANTITIES PREAMBLE TO THE SCHEDULE OF QUANTITIES AND RATES		38

## PART A : PROPOSAL PROCEDURES

### 1.1 NOTICE AND INVITATION TO SUBMIT QUOTATIONS

National health Laboratory Service (NHLS) invites quotations for the request, **FOR SUPPLY, INSTALLATION AND COMMISSIONING SOLAR BACK UP SYSTEM AT NHLS MANGUZI, MSELENI AND NKONJENI LABS.**

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 **2EB or HIGHER** are eligible to submit Quotation.

### COMPULSORY BRIEFING AND SITE INSPECTION

**NO COMPULSORY SITE BRIEFING, However Tenderers will need to visit the site. Tenderers must make arrangements for a site visit with Mr Khayaletu Mabaso. Contact details: E-mail: [khayaletu.mabaso@nhls.ac.za](mailto:khayaletu.mabaso@nhls.ac.za), Tel: 031 327 6700.**

The tenderer shall inspect and examine the Site and its surroundings and shall satisfy himself/herself before submitting his/her quotation. 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.

The NHLS will evaluate tenders received during the First stage in terms of the method of evaluation stated in the submission data, and award the contract in terms of these conditions of tender.

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

Bidders who fail to obtain a minimum of 80% for Technical evaluation will not be considered further.

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

**THE CLOSING DATE AND TIME FOR RECEIPT OF QUOTATION IS 30 MAY 2025 at 11h00am**

Only Quotation complying with the following requirements will be considered:

- i) The request for quotation is for contractors who have a CIDB contractor grading as outlined above
- ii) Quotation submitted on the prescribed NHLS RFQ
- iii) Quotation should be hand delivered to: 1 Modderfontein Road Sandrigam at Reception RFQ Box.

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

**SBD 1 : PART A**

**PART A  
REQUEST FOR QUOTATION**

<b>YOU ARE HEREBY INVITED TO SUBMIT AN RFQ FOR RENOVATIONS FOR DINING ROOM AND TOILETS FACILITIES TO THE OFFICE OF THE CEO MAIN BUILDING AT NHLS SANDRINGHAM CAMPUS</b>					
RFQ NUMBER:	KZN 062556_061224_069299	CLOSING DATE:	30 MAY 2025	CLOSING TIME:	11h00am
DESCRIPTION	RE-ADVERT REQUEST FOR SUPPLY, INSTALLATION AND COMMISSIONING OF SOLAR BACK UP SYSTEM AT NHLS MANGUZI, MSELENI AND NKONJENI LABS.				
<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 <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN <b>BASED</b> SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
2. TOTAL NUMBER OF ITEMS OFFERED			
3. SIGNATURE OF BIDDER	.....	4. DATE	
5. CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ORGANIZATION	<b>NHLS</b>	CONTACT PERSON	<b>PROCUREMENT OFFICE</b>
CONTACT PERSON	<b>PROCUREMENT OFFICE</b>	TELEPHONE NUMBER	<b>031 327 6700</b>
TELEPHONE NUMBER	<b>031 327 6700</b>	FACSIMILE NUMBER	<b>031 337 9971</b>
FACSIMILE NUMBER	<b>031 337 9971</b>	E-MAIL ADDRESS	<a href="mailto:rfq.kzn@nhls.ac.za">rfq.kzn@nhls.ac.za</a>
E-MAIL ADDRESS	<a href="mailto:rfq.kzn@nhls.ac.za">rfq.kzn@nhls.ac.za</a>		

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>		
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED)</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017</p>		
<b>2. TAX COMPLIANCE REQUIREMENTS</b>		
<p>2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.</p> <p>2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCC CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCC CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7. WHERE NO TCC IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>		
<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
<p><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></p>		

**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: .....

## TECHNICAL ENQUIRIES

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

**Name:** Mr Khayaletu Mabaso

**Office Telephone No.:** 031 3276700

**E-mail:** [khayaletu.mabaso@nhls.ac.za](mailto:khayaletu.mabaso@nhls.ac.za)

## SUBMISSION DATA

Clause number	Submission Data
	<p>This Request for quotation is intended to allow the successful bidder to specify and present their skills and expertise for the above mentioned services to cidb. Final acceptance of any quotation is not guaranteed, this being the exclusive right of cidb.</p> <p>Terms and conditions of expression of interest (Annex D as published/ amended by CIDB in August 2019) contained in Annex D of the CIDB Standard for Uniformity in National Health Laboratory Services (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 quotation. 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>
A.1.1	The employer is the <b>NHLS</b>
B.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 quotation</b></p> <p><b>Part A 1: Tendering procedures</b></p> <p>A 1.1 - Notice and invitation to Submit Proposal</p> <p>B 1.2 - Submission data</p> <p><b>Part B.2: Returnable documents</b></p> <p>B.2.1 - List of returnable documents</p> <p>B.2.2 – Mandatory documents and Technical</p> <p><b>Part C2 - Pricing Data</b></p> <p>C2.1 – Bill of Quantity (BOQ)</p>
C.1.4	<p>The Employer's agent for the purpose of this quotation is deemed to be the authorised and designated representative of the Employer:</p> <p>Name: Procurement Office</p>

	E-mail Address: <a href="mailto:rfq.kzn@nhls.ac.za">rfq.kzn@nhls.ac.za</a>
<b>C1.5</b>	<b>Cancellation and Re-Invitation of Tenders</b>
C.1.5.1	An employer may, prior to the award of the RFQ, cancel a RFQ if- a) due to changed circumstances, there is no longer a need for the NHLS Standard spec b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process.
C.1.5.2	The decision to cancel request for quotation must be published in the same manner in which the original request for quotation was advertised
C.1.5.3	An employer may only with the prior approval of the relevant treasury cancel request for quotation invitation for the second time.
<b>D.1.6</b>	<b>Procurement procedures</b>
D.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 bidder scoring the highest number of RFQ evaluation points, as relevant, based on the RFQ submissions that are received at the closing time for RFQ.
<b>D.2.</b>	<b>Competitive negotiation procedure</b>
D.2.1	All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the submission data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.  Notwithstanding the provisions of E.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
D.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.
D.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.
<b>E.2</b>	<b>Tenderer's obligations</b>
E.2.1	<b>Eligibility</b> Only those tenderers who satisfy the following criteria are eligible to submit tenders: a) CIDB registration  Only tenderers who are already registered in terms of the Construction Industry Development Regulations 25(2) in cidb grading designation <b>2EB or higher</b> are eligible to submit quotation.



	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.2.2	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.	<b>Cost of Tendering</b>		
E.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.2.3	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 RFQ documents.		
F.3.1	<b>Check documents</b> Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.		
F.4.1.	<b>Confidentiality and copyright of documents</b> Treat as confidential all matters arising in connection with the RFQ, Use and copy the documents issued by the employer only for the purpose of preparing and submitting a RFQ response to the invitation.		

F.4.2	<p><b>Acknowledge addenda</b></p> <p>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 RFQ submission data, in order to take the addenda into account.</p>
F.4.3	<p><b>NO COMPULSORY SITE BRIEFING, However Tenderers will need to visit the site. Tenderers must make arrangements for a site visit with Mr Khayaletu Mabaso. Contact details: E-mail: <a href="mailto:khayaletu.mabaso@nhls.ac.za">khayaletu.mabaso@nhls.ac.za</a>, Tel: 031 327 6700.</b></p> <p>A compulsory clarification meeting with representatives of the Employer will take place at Bidder must sign the attendance list in the name of the bidding entity. Addendum will be issued to the bidders only from those bidding entities appearing on the attendance list.</p>
F.4.4	<p><b>Seek clarification</b></p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least five (3) working days before the closing time stated in the NHLS RFQ, (COIDA)</p>
F.4.5	<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>
F.5.1.	<p><b>Pricing the RFQ BOQ</b></p>
F.5.2.	<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>
F.6.1	<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>
F.6.2	<p><b>Alternative RFQ offers</b></p> <p>No alternative tender offers will be considered</p>
F.7.	<p><b>Submitting a RFQ Responses</b></p>
F.1.1	<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 RFQ document</p>
F.1.2	<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>
F.1.3	<p>Submit the parts of the RFQ offer communicated on paper as an original the RFQ Document 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>
F.1.4	<p>Sign the original of the RFQ Document where required in terms of the <b>RFQ</b> document. The employer will hold all authorized signatories liable on behalf of the RFQ</p>

F.1.5	<p>Bidders are requested to deliver the submission in one envelope. The Employer's address for delivery of RFQ and identification details to be shown on each tender offer package are:</p> <p><b>Title to appear on envelope or attachment one(1):</b></p> <p><b>RFQ NO. KZN 062556_061224_069299 – RE-ADVERT REQUEST FOR SUPPLY, INSTALLATION AND COMMISSIONING SOLAR BACK UP SYSTEM AT NHLS MANGUZI, MSELENI AND NKONJENI LABS.</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,</p> <p><b>Title to appear on envelope or attachment two(2):</b></p> <p><b>2. RFQ NO.: KZN062556_061224_069299..... (FINANCIAL QUOTATIONS)</b></p> <p><b>RFQ NO. KZN 062556_061224_069299 – RE-ADVERT REQUEST FOR SUPPLY, INSTALLATION AND COMMISSIONING SOLAR BACK UP SYSTEM AT NHLS MANGUZI, MSELENI AND NKONJENI LABS.</b></p> <p>This envelope will contain the Pricing Schedules (Bills of Quantities) and RFQ document as published.</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 : <b>NHLS, 149 PRINCE STREET, DURBAN, AT RECEPTION</b></p> <p>Physical address: <b>NHLS, 149 PRINCE STREET, DURBAN</b></p> <p>Identification details: <b>RFQ BOX</b></p>
F.1.6.1	<p>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.</p>
F.1.6.2	<p><b>Closing time</b></p> <p>The closing time for submission of Quotation is <b>30 MAY 2025 at 11h00am.</b></p> <p>cidb is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.</p>
F.1.6.3	<p>The RFQ validity 90 days period is from the closing date.</p>
F.2.	<p><b>Clarification of tender offer after submission</b></p> <p>Provide clarification of request for quotation 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>
F.2.1	<p>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.</p>
F.2.2	<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</p>

	submission data.
F.2.3	<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>
F.2.3.1	Provide access during working hours to premises for inspections, tests and analysis as provided for in the submission data.
F.2.3.2	The Tenderer is required to submit with his/her tender all documents and schedules listed under E2.1 and E2.2.
F.2.3.3	<p>Canvassing and obtaining of additional information by tenderers</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>
E.2.4.3	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a quotation to a person -</p> <ol style="list-style-type: none"> <li>who is in the service of the state; or</li> <li>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>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 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>a member of the board of directors of any municipal entity;</li> <li>an official of any municipality or municipal entity;</li> <li>an employee of any national or provincial department;</li> <li>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>a member of the accounting authority of any national or provincial public entity; or</li> <li>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>
G.3.	<b>The employer's undertakings</b>
Add the following	<p><b>Respond to requests from the tenderer</b></p> <p>The Employer will respond to requests for clarification received up to five (3) working days before the tender</p>

new clause G.3.1	closing time.
<b>Add</b> the following new clause G.3.2	<p><b>Issue Addenda</b></p> <p>Addenda will be issued until five (3) working days before the tender closing time.</p>
<b>H.4</b>	<b>Arithmetical errors, omissions and discrepancies</b>
H.4.1	<p>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:</p> <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:</li> </ul> <p>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.</p>
H.4.2	<p>The arithmetical errors shall be corrected in the following manner:</p> <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</li> </ul> <p>Corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p> <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above.</p>
H.4.3	<p><b>Functionality, Price and Preference</b></p> <p>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.</p>
H.4.4	<p><b>Technical Quotation</b></p> <p><b>Administrative. / Mandatory Requirements</b></p> <p>The Technical quotation will be evaluated on Administrative. / Mandatory Requirements and Functionality.</p> <p>Bidders who fail to meet the minimum requirements for the Technical quotation will not be considered further.</p>

Financial Quotation 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 quotation 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
Included in the Bid Document			
3	SCM - SBD 1 - Invitation to Bid	Completed and signed	*YES
4	SCM - SBD 2 - Tax Clearance Certificate Requirements	Attached CSD registration number/SARS PIN and CSD summary report	*YES
5	SCM - SBD 4 - Declaration of Interest	Completed and signed	*YES
6	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed	*YES
7	SCM - SBD 8 – Declaration of Bidder's Past Supply Chain Management Practices	Completed and signed	*YES
8	SCM - SBD 9 - Certificate of Independent Bid Determination	Completed and signed( If applicable)	*YES
9	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid quotation	JV agreement completed and signed, if applicable	*YES

\*YES – NHLS reserves the right to reject quotations 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 quotation and such information must be presented within short notice.
H.4.5	Request for quotation will only be accepted on condition that: <ul style="list-style-type: none"> <li>a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>b) 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>c) the bidder has not: <ul style="list-style-type: none"> <li>i. abused the Employer's Supply Chain Management System; or</li> <li>ii. failed to perform on any previous contract and has been given a written notice to this effect.</li> </ul> </li> <li>d) 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 <ul style="list-style-type: none"> <li>i) Has submitted the documentation listed in E2.21 and E2.22</li> </ul> </li> </ul>
H.5.	<b>The number of paper copies of the signed contract to be provided by the employer is TWO, Letter of award for any request above 200k and PO .</b>

## PART 2: RETURNABLE DOCUMENTS AND SCHEDULES

### J.2.1 LIST OF RETURNABLE DOCUMENTS

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

THE FOLLOWING DOCUMENTS MUST BE FURNISHED (FAILURE TO SUBMIT COMPULSORY DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED)		YES	NO
1	Tax Compliance (Provide PIN)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2	B-BEE Certificate issued by SANAS accredited verification agent/ OR AFFIDAVIT FOR EME/QSE ON DTI FORMAT	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3	Proof of valid registration with CIDB	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4	Signed Declaration of Interest	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5	Certificate of Independent Bidder determination	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6	Valid COID certificate issued by the Department of Labour	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7	Submit an original Briefing session certificate of attendance	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8	Fully Completed and Signed all other SBD forms	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**FORM B: VENDOR NUMBER REGISTRATION WITH CENTRAL SUPPLIER DATABASE**

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

**ENTITY NAME** .....

**CSD**

**REGISTRATION No:** .....

**NAME** .....

**SIGNATURE OF  
BIDDER** .....

**DATE** .....

**CAPACITY UNDER WHICH  
BID IS SIGNED** .....



## FORM B: 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 C: PREFERENCE SCHEDULE

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

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

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

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to be below R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

### PART 1

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

## POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender

documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Points awarded for historically disadvantaged individuals

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

Where:

NEP = Points awarded for equity ownership by an HDI

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

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

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

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Percentage owned (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI		7		%	
WOMAN		3		%	
DISABLED		2		%	
YOUTH		3		%	
Locality  • Kwa-Zulu Natal Province = 5		5			
TOTAL POINTS		20			

## BID DECLARATION

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

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

- 3.1 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.

### 4. SUB-CONTRACTING

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

**(Tick applicable box)**

YES		NO	
-----	--	----	--

- 4.1.1 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		NO	
-----	--	----	--

- 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 least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

5. **DECLARATION WITH REGARD TO COMPANY/FIRM**

5.1 Name of company/firm : .....

5.2 VAT registration number : .....

5.3 Company registration number : .....

5.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

5.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;

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

WITNESSES	
1.	.....
2.	.....

.....
SIGNATURE(S) OF BIDDERS(S)
DATE.....
ADDRESS.....
.....
.....
.....



## IMPORTANT NOTICE

Bidders should ensure that request for quotation are hand delivered to **NHLS RECEPTION, RFQ BOX, 149 PRINCE STREET, DURBAN**. If the bid is late, it will not be accepted for consideration.

Quotation 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 , National health Laboratory Services (NHLS)

## PREFERENTIAL PROCUREMENT REGULATIONS, 2022 (OBJECTIVE CRITERIA)

According to the Preferential Procurement Policy Framework Act (PPPFA), 2000: Preferential Procurement Regulations, 2022

The tender will be awarded subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000). Section 2 (1)(f) of the Act states that “the contract must be awarded to the tenderer who scores the highest points, unless objective criteria in addition to those contemplated in paragraph (d) and (e) justify the award to another tenderer”.

Section (d) of the PPPFA state that “the specific goals may include – contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability; and implementing the programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16805 dated 23 November 1994. Section (e) of the PPPFA states that “any specific goal for which a point must be awarded, must be clearly specified in the invitation to submit a tender”.

The NHLS will evaluate the **past performance** of the bidder by assessing the completed project awarded in the past within the NHLS as an **OBJECTIVE CRITERIA**

## SCHEDULE OF WORK CARRIED OUT BY THE BIDDER

The bidder must indicate in the table below a complete list of contracts awarded by the NHLS, including the current contracts, if any. **This information shall be deemed to be material to the award of this bid. If the bidder has three (3) or more projects that are not completed within the NHLS, the NHLS will justify the award to another tenderer.**

Failure to disclose the information required will lead to disqualification.

No	Description of contract	Contract Amount (R)	Duration of the contract/projects (Start and end date)	Project completed (Yes/No) If yes, attach the completion certificate	Contact person and contact number

**NB: If three or more projects are not completed within the NHLS, the NHLS will justify the award to another bidder**

Signature of the person authorized to sign the bid: \_\_\_\_\_

Date: \_\_\_\_\_

#### FORM D: PROOF OF REGISTRATION WITH CIDB

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

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

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

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.

Person authorized to sign the bid:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM E : 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 F: 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?  (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).  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 <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:..... .....		
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)?  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 <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:..... .....		
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:..... .....		
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:..... .....		

# 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.

_____	_____
<b>SIGNATURE</b>	<b>DATE</b>
_____	_____
<b>POSITION</b>	<b>NAME OF BIDDER</b>

## FORM G: 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 quotation describing how he will comply with OHS requirements

Signature	_____	Date	_____
Name	_____	Capacity	_____
Bidder	_____		



**FORM H: SCHEDULE OF BIDDER'S EXPERIENCE IN SERVICE, FOR SUPPLY, INSTALLATION AND COMMISSIONING OF SOLAR BACK UP SYSTEM AT NHLS MANGUZI, MSELENI AND NKONJENI LABS.**

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 cidb, shall be completely ignored, and scored zero, where points allocation is required.

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

<p>C1.2 3.1.3</p>	<p>The Contractor shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: GCC 2015 3rd Edition</p> <ol style="list-style-type: none"> <li>1. Clause 5.8.1 Non-working times</li> <li>2. Clause 5.11.1 Suspension of the Works</li> <li>3. Clause 5.12.1 Approval of any extension of time for completion</li> <li>4. Clause 5.12.4 Acceleration of progress instead of extension of time</li> <li>5. Clause 5.13.2 Reduction of a penalty for delay</li> <li>6. Clause 6.3.2 The issuing of variation orders</li> <li>7. Clause 6.8.4 The determination of additional or reduced cost arising from changes in the legislation</li> <li>8. Clause 6.11 The agreeing of the adjustment of the sums for general items</li> <li>9. Clause 10.1.5 The giving of a ruling on a Contractor's claim</li> </ol>
<p>5.3.1</p>	<p><b>Clause 5.3.1: Commencement of the Works</b></p> <p>The documentation required before commencement with Works execution are:</p> <ol 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> </ol>
<p>5.3.2</p>	<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>
<p>5.4.4</p>	<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>
<p>5.8.1</p>	<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> <ol 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> </ol>
<p>5.13.1</p>	<p><b>Clause 5.13.1: Penalty for Delay</b></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.
5.16.3	<b>Clause 5.16.3: Latent defect liability</b>  The latent defect period is ten (10) years for civil engineering works.
6.8.2	<b>Clause 6.8.2: Contract Price Adjustment</b>  The Contract Price Adjustment <b>is not</b> applicable in this contract.
6.8.3	<b>Clause 6.8.3: Variation in Cost of Special Materials</b>  Price adjustments for variations in the costs of special materials are not allowed
6.10.1.5	<b>Clause 6.10.1.5: Interim Payments - Materials on Site</b>  No percentage advance on materials on site but not yet built into the Permanent Works is allowed for, or will be paid.
6.10.4	<b>Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate</b>  <i>Add the following to clause 6.10.4:</i>  Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.
8.6.1.1.2	<b>Clause 8.6.1.1.2: Insurance</b>  The value of the materials supplied by the Employer to be included in the insurance sum is -Nil.
8.6.1.1.3	<b>Clause 8.6.1.1.3: Insurance</b>  The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is Nil.
8.6.1.3	<b>Clause 8.6.1.3: Insurance</b>  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>

	"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>  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>  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: .....
1.2.1.2	The address of the Contractor is: Address (physical): ..... ..... Address (postal): ..... ..... Telephone: ..... Facsimile: ..... e-mail: .....

## C2: PRICING DATA

### C2.1 PRICING INSTRUCTIONS

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

%	=	percent	m <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 price s or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.

10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. The Bill of Quantities has been drawn up in accordance with the latest issue of the COLTO (1998)/SABS1200 Standardised Specifications. Descriptions in the Bill of Quantities are abbreviated and must be read in conjunction with the measurement and payment clauses of the applicable specification

#### **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 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).

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**RFQ NO. KZN 062556\_061224\_069299 – RE-ADVERT REQUEST FOR SUPPLY, INSTALLATION AND COMMISSIONING SOLAR BACK UP SYSTEM AT NHLS MANGUZI, MSELENI AND NKONJENI LABS.**

**PART C3: SCOPE OF WORK**

**FORM OF QUOTATION**

**SUPPLIER NAME:** \_\_\_\_\_

**RFQ NO: KZN 062556\_061224\_069299**

**DESCRIPTION: REQUEST FOR ASUPPLY, INSTALLATION AND COMMISIONING OF SOLAR BACK UP SYSTEM AT NHLS MANGUZI, MSELENI AND NKONJENI LABS.**

No	Description	Unit	Quantity	Rates	Cost excl vat
<b>Manguzi</b>					
1.	600 Volt Solar Protection Box with 15 amp Mosdorf Fuses, 63 amp 2-pole D.C Isolator and D.C Surge Protection.	No	1		
2.	12 KW Hybrid Inverter – 3 Phase	No.	1		
3.	5 kWh Lithium Battery	No	4		
4.	Automatic Change Over Switch	No.	1		
5.	Battery Disconnecter	No.	1		
6.	A.C Protection Box between Inverter and Eskom supply with 63 amp isolators and Surge Protection.	No.	1		
7.	Installation including all load balancing and circuit separation.	No.	1		
8.	Supply and install rooftop 550 – 650 Watt Solar Panels on mounting structures including all the required clamps ,nuts ,bolts connectors.(Pitch Steel roof)	No.	8		
9.	C.O.C and PV Green Card issue for installation.		Rate		
	<b>Total</b>				
<b>Mseleni</b>					
1.	600 Volt Solar Protection Box with 15 amp Mosdorf Fuses, 63 amp 2-pole D.C Isolator and D.C Surge Protection.	No	1		
2.	12 KW Hybrid Inverter – 3 Phase	No.	1		
3.	5 kWh Lithium Battery	No	4		
4.	Automatic Change Over Switch	No.	1		
5.	Battery Disconnecter	No.	1		
6.	A.C Protection Box between Inverter and Eskom supply with 63 amp isolators and Surge Protection.	No.	1		
7.	Installation including all load balancing and circuit separation.	No.	1		
8.	Supply and install rooftop 550 – 650 Watt Solar Panels on mounting structures including all the required clamps ,nuts ,bolts connectors.(Pitch Steel roof)	No.	8		
9.	C.O.C and PV Green Card issue for installation.		Rate		
	<b>Total</b>				
<b>Nkonjeni</b>					
1.	600 Volt Solar Protection Box with 15 amp Mosdorf Fuses, 63 amp 2-pole D.C Isolator and D.C Surge Protection.	No	1		
2.	12 KW Hybrid Inverter – 3 Phase	No.	1		
3.	5 kWh Lithium Battery	No	4		
4.	Automatic Change Over Switch	No.	1		
5.	Battery Disconnecter	No.	1		



**RFQ NO. KZN 062556\_061224\_069299 – RE-ADVERT REQUEST FOR SUPPLY, INSTALLATION AND COMMISSIONING SOLAR BACK UP SYSTEM AT NHLS MANGUZI, MSELENI AND NKONJENI LABS.**

6.	A.C Protection Box between Inverter and Eskom supply with 63 amp isolators and Surge Protection.	No.	1		
7.	Installation including all load balancing and circuit separation.	No.	1		
8.	Supply and install rooftop 550 – 650 Watt Solar Panels on mounting structures including all the required clamps ,nuts ,bolts connectors.(Pitch Steel roof)	No.	8		
9.	C.O.C and PV Green Card issue for installation.		Rate		
	<b>Total</b>				
	<b>Manguzi, Mseleni &amp; Nkonjeni</b>				
	<b>Total</b>				
	<b>Plus 15% Vat</b>				
	<b>GRAND TOTAL</b>				
	Estimated time to complete work above				

### Price Declaration Form

Please indicate your total RFQ price here: R \_\_\_\_\_ (compulsory)

### IMPORTANT:

**It is mandatory to indicate your total RFQ price as requested above. This price must be the same as the total RFQ price you submit in your pricing schedule. Should the total RFQ prices differ, the one indicated above shall be considered the correct price.**

The following must be noted:

All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).

All prices must be firm and fixed from the tender closing date and for the duration of the contract

All the consortium or joint venture partners must submit a complete set of the latest audited financial statements.

All bidders must cost according to the costing template provided or this will lead to disqualification.

The cost of delivery, labour etc. must be included in this proposal.

Bidders must keep all items listed below in stock.

We undertake to hold this offer open for acceptance for a period of 90 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client.

**RFQ Number:** .....

**Name of Bidder:** .....

**NOTE:**

“Provide details and registration confirmation with CIDB in terms of the CIDB Act 38 of 2000. Provide proof of grading level 2EB

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

No	Certificate and or license	comply	Do not comply
1	PV Green Card Certificate		
2	Electrical Wire man’s license with <b>three</b> previous copies of C.O.C’s from different installations		
3	CIDB Grade 2 EB		
4	Solar Panel Manufacture Brochure which should include the following: <ul style="list-style-type: none"> <li>• <b>Min 10 year warranty</b></li> </ul>		
5	3 phase Inverter Manufacture Brochure which should include the following: <ul style="list-style-type: none"> <li>• <b>Supports storing from generator</b></li> <li>• <b>Efficiency % Min 90%</b></li> <li>• <b>Supports add-on inverters (Parallel or Series)</b></li> <li>• <b>IP rating over 65</b></li> <li>• <b>Noise Level: less than or equal to 30dB</b></li> </ul>		
6	5 kW lithium Battery Brochure which should include the following: <ul style="list-style-type: none"> <li>• <b>Min 5-year Warranty</b></li> <li>• <b>IP rating of 20 and above</b></li> <li>• <b>Capacity(Ah/KwH)</b></li> <li>• <b>Compatibility with other types of inverters</b></li> <li>• <b>Type of installation mounting</b></li> </ul>		
7	Three Completion or Reference letters from similar previous work		
8	Experienced Project Manager for the project with relevant experience and qualifications		

**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 determined 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

## **TENDERS SHOULD BE BASED ON THE FOLLOWING SPECIFICATIONS**

### **SITE APPLICATION**

#### **Repair to cracks**

##### Repairs to cracks 0.2<sup>mm</sup> to 2<sup>mm</sup>

Rake out with a scraped blade.

Remove dust and debris.

Fill with pure acrylic, paintable, flexible crack filler.

##### Cracks over 2<sup>mm</sup>

Open out with a carborundum disk into a V shape minimum 3<sup>mm</sup> wide.

Remove dust and debris.

Wet the crack and fill with damp 1:4 cement/sand mortar properly compacted into the cracks.

#### **Repairs to Mortar Joints**

Scrape out unsound mortar  
Point solidly with 1:3 cement/sand mortar properly compacted into the joints

#### **Repairs to Painted Wall Surface Coating**

Remove loose paint with a sharp paint a scraper or hand-held pneumatic engraving tools fitted with flat chisel heads  
Feather edges of tightly bonded paint with a rough to medium grit paper  
Built up paint covering flush with general surface area

#### **Preparation - Generally**

Materials used in preparation to be types recommended by their manufacturers and the coating manufacturer for the situation and surfaces being prepared.  
Apply in strict accordance with the manufacturers specification.  
Apply oil based stoppers/fillers after priming. Apply water based stoppers/fillers before priming unless recommended otherwise by manufacturer. Patch prime water based stoppers/fillers when applied after priming.  
Ensure that doors and opening windows, etc, are “eased” as necessary before coating. Prime any resulting bare areas.  
Plastered surfaces and fibre cement boards to be washed down and allowed to dry completely.  
Unfinished concrete surfaces clean with 1:4 solution of spirit of salts: water.  
All floors where painting is to be carried out to be swept clean, walls dusted down and unpainted surfaces protected.

#### **Efflorescence**

Remove surface salts and other loose material with a stiff brush or coarse dry cloth.  
Leave for 48 hours and repeat process if further efflorescence occurs.  
Sand glossy surfaces to provide a key for finish.

#### **Ironmongery**

Remove from surfaces to be coated and re-fit on completion. Do not remove hinges unless instructed to do so

#### **Previously Uncoated Timber**

Ensure that large and loose knots are removed and made good with sound timber of the same species.  
Sand down flush  
Ensure that surfaces are clean and remove all oil, grease and excessive natural oils with suitable solvents  
Sand to a smooth, even finish with arrises rounded or eased  
Remove resinous bleeding by heat, apply two coats of knotting to resinous areas and all knots and allow to dry  
Ensure that head of fasteners is countersunk sufficiently to hold stopping/filling. Fill nail and screw holes, joints, cracks, holes, depressions, open or coarse grain with matching coloured stopper/filler worked well in and finished off flush with surface. Sand smooth and remove dust  
Sand down to remove all plaster stains pencil marks and other blemishes from timber that is to be oiled or stained

#### **Previously Coated Timber**

Strip any existing cracked or flaking varnish back to fresh wood  
Sand down any discoloured areas to fresh wood  
Ensure that surfaces are clean and remove all oil, grease and excessive natural oils with suitable solvents  
Sound varnish to be sanded with 360 grit paper

#### **Uncoated Masonry/Render**

Remove dirt, surface deposits, loose and flaking material with a stiff brush

Fill holes and cracks flush with surface, rub down

#### **Unpainted Plaster**

Remove dirt and surface deposits with a stiff brush

Rub down to remove nibs, trowel marks and plaster splashes

Lightly rub over trowelled glossy plaster with worn abrasive paper

Fill depressions, holes and cracks and lightly rub down flush with surface

#### **Steel Generally**

Remove all loose and flaking paint

Feather edges of tightly bonding paint

#### **Rusted Areas**

Clean disk sand and wire brush to remove rust

Clean bare steel patches with a solvent wash

Rust convertor only to be used on small areas where hand cleaning is ineffective

Apply with a stiff brush ensuring penetration into any pitting

Inspect after two hours and recoat areas showing unconverted red rust

Prime surfaces as soon as possible after cleaning, and in any case within four hours

#### **Coating**

##### **Painting Generally**

Operatives must be appropriately skilled and experienced in the use of specified materials and methods of application

Do not use materials that show any bittiness when applied. Do not thin or intermix unless specified or recommended otherwise. If materials are found to have been thinned without authorization, the Project Manager may require an additional application of additional coats

Any priming as soon as possible on the same day as preparation is completed, ensure that coats are of adequate thickness and suit surface porosity

Adjacent coats of the same material must be of a different tint to ensure that each coat provides complete coverage

Apply coatings to clean, dust free, suitable dry surfaces in dry atmospheric conditions and after any previous coats have hardened. Lightly abrade between coats as necessary

Apply coatings evenly to give a smooth finish of uniform colour, free from brush marks, nibs, sags, runs and other defects. Cut in neatly and cleanly. Do not splash or mark adjacent surfaces

Keep all surfaces clean and free from dust during coating and drying. Adequately protect completed work from damage

##### **Painted Joinery/woodwork**

Before priming preservative treated timber, any cut surfaces to be retreated and all end grain to be liberally coated allowing it to soak in before recoating it

Pre-primed woodwork to be lightly rubbed down and patch prime to match existing

Prime: One coat primer, two coats to end grain which will be painted

Finish: Two coats Alkyd gloss, sanded down between coats

##### **Staining**

Check with stain manufacturer if primer is required for the species of timber and type of previously applied treatment.

Apply stain in flowing coats. Redistribute excess material by brushing before stain has set. Allow not less than 12 hours between coats

##### **Varnishing**

Thin first coat with white spirits according to manufacturer's recommendations  
Brush well in avoiding aeration and lay off  
Apply further coats of varnish, rubbing down lightly between coats along the grain

### **Bead Glazing to Coated Timber**

Before Glazing: Apply first two coats to rebates and beads

### **Concealed Joinery Surfaces**

Inaccessible parts of joinery constructions are to be primed and/or coated before assembly  
Where one or more additional coats are specified to be applied, they must be applied to all surfaces, including those that will be concealed when incorporated into the building

### **Wooden Doors**

Varnish or paint bottom edges before hanging

### **Completion**

Ensure that opening lights/windows/hinges and other moving parts move freely. Remove all masking tape and temporary coverings afterwards

### **Protection**

Adequately protect all surfaces that are not to be coated  
Protect all surfaces from dust and damp  
Where doors are delivered to site in a finished condition, provide all necessary protection to the doors when applying coatings to the frames

### **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 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  
All Air-cons to be Inverter type

### **Plumbing**

Only registered Plumbers to be employed for any plumbing & drainage work  
Allow for  $\pm 2\text{m}^2$  tiling above each basin and sink  
Allow for A Grade Glazed white tiles, 152 x 152mm, 5 – 6.5mm thick  
Sinks size: 1350<sup>mm</sup> x 535<sup>mm</sup> unless otherwise specified in bill of quantities  
Sink mixer for tea room sink to be 15mm chrome plated brass cobra mixer type tap  
All basins to be white glazed, each fitted with an approved 32mm chrome plated brass waste fitting with screwed outlet, and a 15mm chrome plated brass elbow action tap connected to water supply  
All sinks to be standalone stainless steel sink, work area, splash back on Pre-manufactured 40 x 32<sup>mm</sup> stainless steel square tubing frames, 4 legs on adjustable pedestals. Exposed surfaces having a smooth



finish, each fitted with an approved 32mm chrome plated brass waste fitting with screwed outlet, and a 15mm chrome plated brass Hospital goose neck tap

Stainless steel grade 316 or Type 304 to be used for stainless steel sinks

All material to be SABS approved

Make sure all existing water pipes and waste is in good working condition

All existing basins and sinks to be washed and cleaned

On each water supply line, a ball valve need to be installed as close as possible to outlet, this includes basins, sinks, toilets

Each tap to be visibly marked with “H” or a “Red” mark for Hot water and “C” or a “Blue” mark for Cold water

**Geysers:** Install makes such as Franky, Kwikhot or similar. Install on a drip tray with drain pipe to outside, pressure valve, safety valve, shut off valve, overflow pipe. Isolator to be installed at least 1m from Geyser, hot and cold water supply lines to be bonded and earthed. Isolator to be wired to DB with dedicated double pole circuit breaker.

**Toilets:** these shall be deemed to include the following: WC Pan, flush valve or 11 litre cistern with flushing apparatus, float valve and flush pipe and all finishings to pipes and cistern. To be the wash down type, approximately 400 high manufactured of white glazed fireclay or vitreous china, each provided with the compatible “P” or “S” –Traps, jointed to Pan. Pans and traps to be set on and encased in Class B concrete not less than 100mm thick at any point or position

**Wall mounted bowl urinals:** to be of white glazed fireclay or vitreous china, approximately 700 x 380mm in size with back flush entry, secured to wall with at least 2 concealed hanger brackets. Each urinal to be fitted with 38mm chrome plated domical grating, urinal complete with push button assembly, **exposed type flush valve with ball-o-stop and wall flange. • Chrome plate finish. • Additional toilet piston screw • Non-hold open feature,** spreader and all other necessary chrome plated brass fittings as well as a chrome plated brass bottle trap

**Hydroboil installations:** Install always above sink (see bill of quantities for size)

**Emergency shower:** complete body shower with eye station. Flow rate to be 60 liter per minute. At floor level, 700mm below shower head, the radius of water reaching the floor should be 200mm. At the eye station flow rate should be 6 liter per minute at a flow pressure safe enough not to injure the User. This unit to be 1 meter from floor level. Make use of emergency showers as supplied by Broen, Bull Maurice Trading or similar

### **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

### **Shade ports**

Item	Single	Double	Triple
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Pitch Height	900	1350	1350
Clearance	2100	2100	2100
Width	3000	5000	7500
Length of span	5500	5500	5500
Cross	50 x 2	50 x 2	57 x 2
Cable	6mm galvanized in all cases		
Hoops	42 x 2	42 x 2	50 x 2
Cantilever (bottom)	50 x 2		
Cantilever (top arm)	42 x 2		
Cantilever (brace)	34 x 2		
Columns	165 x 3.5 x 4000		
Columns	50 x 2	76 x 2	76 x 2
Foundations	500 x 600 x 900		
Concrete	20 MPA for all		

The hanging braces must be braced

The hanging brace must have a 12.5 degree angle

The hoops must be rolled on a rolling machine and not cranked/ bend

Colour green

The cotton used for sewing the nets must be UV resistant

### **Workbenches & Tops**

Worktops to be 32<sup>mm</sup> thick, either 600mm, 900mm or 1200mm, Formica brand post form - white (unless otherwise stipulated in Bill)

Where necessary 75mm holes must be drilled in worktops to accommodate computer cables and power supply to machinery and be made good with a plastic grommet

Pre-manufacture 30<sup>mm</sup> x 30<sup>mm</sup> steel square tubing frames as supplied by SA Lab or similar, sections of 1 000mm wide and 500mm deep or 1000mm wide and 800mm deep, for post form tops. All 4 legs to be on lockable castors or adjustable inserts as per BOQ wheel diameter 100mm. Bench Units to be equipped with water, basins, sinks, to be on adjustable pedestals. Benches could be 730mm or 900mm high (see bill of quantities) Sections to be bolted together, not welded. All steelwork to be epoxy powder coated in dove grey colour.

### **Cupboards**

#### **steel laboratory cupboards**

Steel epoxy powder coated white cupboards to be manufactured and assembled as follows. Units specified in bill will be either a 4 drawer (450mm wide) or 2 doors with 1 shelf unit (750mm wide). Exterior and Interior to be White powder coated. Doors to be affixed with 2 brass heavy duty piano hinges each and drawers to be mounted on runners. Each drawer and door to be equipped with a PVC recessed handle. All floor cupboards to be on 4 castors each, front wheels to be lockable. All doors to be double paneled for stability and no wobbly door and cupboards will be accepted. See bill of quantities for sizes and combinations.

#### **wooden cupboards**

In kitchens timber cupboards to be manufactured and installed with 16mm melamine covered pressed wood. All cupboards to be on 100mm pedestals. Exterior to be Oak finish and Interior to be white finish. All visible exterior edges to be finished in Oak and internally white. Each drawer faces and door to have wrap around finish. Doors to be affixed on 2 hinges each and drawers on runners. Each drawer and door to be equipped with an aluminium handle

### **Doors**

All doors to be hung in such a way that the clearance gap between door and frame after hanging shall not exceed 2mm at sides and head. The floor clearance to be preferably 2mm but may be increased to accommodate an uneven floor finish. Exterior doors shall be hung on brass hinges. Aluminium frame glass doors to have 6mm safety laminated glass fitted, to be hung on aluminium hinges, not less than 4 hinges on a 2 100mm high door. On higher doors at least 5 hinges should be fitted. The glass door must have a mid-rail with bottom half either glass or solid aluminium, the aluminium door profile must be 90mm all-round. All exterior doors to be fitted with an aluminium and rubber weather strip at the bottom. Each door to be equipped with 2 door handles. Type to be confirmed by Project Manager. Behind every door a door stop should be installed on top of the floor to prevent the door handle making contact with the wall – clearance between wall and door handle to be approximately 20mm.

### **Paint**

Two final coats of White paint to all surfaces, ceiling and walls. Door colours to be confirmed by Project Manager, if not varnished

Existing pipes against wall must be colour coded painted, for example gas, water, oxygen

Rhino board surface to receive Rhinolite to a smooth finish on dry walls

Before painting can commence, every defect/uneven surface must be repaired

Patch prime new and exposed plaster areas with 1 coat and allow drying. Coat 1 may be thinned up to 10% with mineral turpentine to aid absorption. Allow 4 hours drying time at 23° c . Three (3) coats of paint to dry wall. Paint texture and type to match existing, Colour for walls and steel frames to be white unless otherwise confirmed by Project Manager

One coat metal primer to steel work and two coats final oil based enamel

Paint to be Plascon double velvet, Dulux, Prominent or similar

### **VINYL Floors**

Only use Heavy duty safety Vinyl flooring which should be slip resistant and factory sealed with Polyurethane as supplied by Marley or Polyfloor. Roll to be at least 2 metres wide and vinyl 2 - 2.5 mm thick. Colour to be confirmed by Project Manager. Sample to be signed off by Project Manager before installation commences

Ensure that the sub-floor is completely smooth, level, hard, dry and clean before laying commences

Joints to be butted, grooved and heat welded ensuring that the welding rod bonds to more than 70% of the sheet thickness. It is essential that on completion the installation be rolled, in both directions with an articulated 68kg three sectional metal floor roller.

Skirting; install coving where wall meets floor and continue with vinyl floor 100mm high. Finish off with Vinyl/PVC Ribbon

Installation to be done by an approved Installer in accordance with the Manufacturers specifications

### **TILE Floors**

Ensure that the sub-floor is completely smooth, level, hard, dry and clean before laying commences

Only use A Grade Acid resisting Ceramic/ porcelain tiles, 10mm thick, 600<sup>mm</sup> x 600<sup>mm</sup> for floors and 600<sup>mm</sup> x 200<sup>mm</sup> for walls in size or as per BOQ

All tiles need to have "Aluminium Tile Edge Trim" where necessary. Bull nose or square one may be used

Use SABS approved tile cement and apply as per Manufacturers instructions (colour to be confirmed by Project Manager)

Use SABS approved water proof Acid resistant grout. Gaps 5 – 10mm (colour grey)

Skirtings to be 100mm high where required, coved at junction with floor and rounded on top edge

### **CARPET Floors**

Ensure that the sub-floor is completely smooth, level, hard, dry and clean before laying commences. Installation to be done by an approved Installer in accordance with the Manufacturer's specifications

#### **TILE Walls**

Ensure that the wall is completely smooth, level, hard, dry and clean before laying commences

Only use A Grade Acid resisting Ceramic tiles, 10mm thick, 600 x 200mm in size

Use SABS approved tile cement and apply as per Manufacturers instructions (colour to be confirmed by Project Manager)

All tiles need to have "Aluminium Tile Edge Trim" where necessary. Bull nose or square one may be used

Use SABS approved water proof Acid resistant grout. Gaps 5 – 10mm (colour grey)

All edges and corners to be finished off with PVC edging strips. Colour to be confirmed per job depending on tile colour.

#### **Glazing**

All Internal glass in panes not exceeding 1.5m<sup>2</sup> of surface area shall be 4mm clear float glass

All Internal glass in panes exceeding 1.5m<sup>2</sup> of surface area shall be 6mm laminated safety glass with a Manufacturer's warranty against defects and discoloration

All Exterior glass up to a height of 10m in panes not exceeding 2.9m<sup>2</sup> of surface area shall be 6.38mm PVB Laminated annealed safety glass. Above 10m the Project Manager should appoint a Glazing Competent Person

Mirrors to comply with SABS requirements. Unframed mirrors to have polished edges

All glass in aluminium doors and frames to be fitted with 6mm laminated safety glass

All exterior facing windows to be tinted with Klingshield or similar product, unless otherwise stipulated. Colour to be confirmed by Project Manager

#### **Blinds**

Vertical Group 3 blinds to be installed (colour to be confirmed by Project Manager)

Blinds to be re-measured on site before manufacturing and installation

Vertical blinds to be 127mm

Horizontal blinds 50mm

Horizontal blinds to be either Aluminium/ Wood Venetian conformation on the BOQ

Measurements given is only for tendering purpose

#### **Suspended ceilings**

Install suspended ceilings as per Manufacturers instructions such as Donn Products or similar. Panels to be vinyl clad smooth white panels, 1200 x 600 x 12.5mm on suspended pre-painted exposed tee trusses, including main and cross tees, hangers, grids, etc., all level and properly secured. At edges use 25mm pre-painted shadow line aluminium cornices

#### **Partitioning**

Drywall partitioning construction and support frame system including finishes to be as per Manufacturer's specifications

Minimum requirement GPG Gypsum Gyproe Standard 40 Db, ½ hour fire rating with a stud (63.5mm) and track system. Positioning at 600mm cc fixed to 63.5mm top & bottom track clad on both sides with 12.5mm taper edged rhino board affixed with 25mm drywall screws at 220mm cc

All corners to be finished off with drywall corner strips. All joints to be taped, jointed and smoothed before painting

Aluminium skirtings to be affixed to all drywall partitioning unless otherwise specified

Door and window frames fitted in drywall partitioning to be installed as per Manufacturer's specifications

#### **Lockers (Timber)**

Timber lockers to be manufactured and assembled with 16mm melamine covered pressed wood. Exterior to be Oak melamine finish, including all visible edges. Interior to be White melamine finish, including all visible

edges and backing. If the back side of any cupboard will be visible after installation, those exposed areas or entire area should be clad with white melamine. Inside dimensions of each cubicle to be 300mm<sup>2</sup>. Units to be assembled 3 on top of each other. Each locker to have a wrap around Oak melamine finished door, affixed with piano hinges. Each locker to be equipped with a lock and 2 keys as well as an aluminium handle (no plastic handles). Each stack of 3 to be assembled as 1 unit and 100mm adjustable chrome plated legs to be affixed underneath bottom locker.

#### **Lab Coat Hooks**

Lab coat hooks must be aluminium base and hooks with a minimum of three per set

#### **Lockers (Steel)**

Solid steel lockers which should be epoxy powder coated to be supplied. Sets to be single 4 tier lockers. Colour to Ivory/Beige/Karoo. Each door to be lockable and correct size padlocks with 2 keys each, per locker, to be provided

#### **Locks**

All exterior door locks to have 4 lever mortice locks with 2 keys each fitted (unless otherwise specified in bill)  
All interior door locks to have 2 lever mortice locks with 2 keys each fitted (unless otherwise specified in bill)  
All security type gates to have 7 lever locks with 2 keys each fitted  
All timber lockers to have normal cupboard locks with 2 keys each fitted  
All steel lockers to have padlocks with 2 keys each fitted

#### **Steel shelving**

Only powder coated grey steel shelving to be installed in storage areas, archives & wash up areas (no wood allowed). Shelving to be of an adjustable type with each shelf at least 500mm wide and 450mm deep. Bottom shelf to be at least 200mm from the floor and top shelf not higher than 2100mm. In between top and bottom another 3 shelves, evenly spaced, to be fitted (in total 5 tier shelving). Each vertical steel supports to be affixed to the wall at, at least 2 positions in the top half. As supplied by Krost shelving or similar

#### **Signage**

All interior signs to be White Perspex with smooth edges, with vinyl (7 year) applied onto the Perspex  
All exterior signs to be White Chromadek, with vinyl (7 year) applied onto the metal  
Colour code:  
Pantone: Coated – 383C / Uncoated – 397 U  
CMYK – C:40 M:0 Y:100 K0  
RGB – R:166 G:206 B:54  
Artwork to be signed off by Project Manager before sign is manufactured

**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 contractor 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

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**END**