

RFQ NO: GP837-REFURBISHMENT TO FOUR (4) CONCRETE FISH PONDS IN NHLS  
BRAAMFONTEIN COMPLEX



**RFQ NO: GP837**

**CIDB Ref No:100106033**

**RFQ NO: GP837-REFURBISHMENT TO FOUR (4) CONCRETE FISH PONDS IN NHLS BRAAMFONTEIN COMPLEX**

**ISSUED BY:**

**CONSTRUCTION INDUSTRY DEVELOPMENT  
BOARD  
2 Dr LATEGAN ROAD  
GROENKLOOF  
0075**

**PREPARED BY:**

**SUPPLY CHAIN GAUTENG  
NHLS  
CNR HOSPITAL & DE KORTE STREET  
BRAAMFONTEIN  
2001**

**Proposal Queries:**

Contact Name: Marlon Dass

Telephone: 011 489 9131

**Technical Queries:**

Contact Name: Mzukisi Ntsalaze

Telephone: 011 489 9042

**NAME OF BIDDER:.....**

**Compulsary Briefing:**

**Date:10 July 2025**

**Meeting Place:NHLS Braamfontein (Security Office)**

**CLOSING DATE: 17 July 2025**

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## RFQ

### QUOTATION PROCEDURES

#### 1.1 NOTICE AND INVITATION TO SUBMIT QUOTATION

Construction Industry Development Board invites Proposal for the SUPPLY AND INSTALLATION OF VARIOUS SIZES OF AIR CONDITIONING UNITS

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

Only tenderers who are already registered in terms of the Construction Industry Development Regulations in CIDB grading designation **1GB** or higher are eligible to submit proposal. **COMPULSORY BRIEFING AND SITE INSPECTION**

##### **Compulsory Briefing:**

Date:10 July 2025

Meeting Place:NHLS Braamfontein (Security Office)

Proposal procedure using the two stage system will apply.

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

Bidders who fail to obtain a minimum of **85%** for Technical evaluation will not be considered further.

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

#### **THE CLOSING DATE AND TIME FOR RECEIPT OF PROPOSAL IS 17 JULY at 11h00 am**

Only Proposal complying with the following requirements will be considered:

- i) The request for proposal is for contractors who have a 1GB CIDB contractor grading as outlined above
- ii) Proposal submitted on the prescribed format
- iii) Proposal should be hand delivered to: 1 Cnr Hospital and de Korte, Braamfontein. RFQ Box.

**Telegraphic, telephonic, telex, facsimile and late proposal will not be accepted.**

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

**REQUEST FOR PROPOSAL****PART A  
REQUEST FOR PROPOSAL**

<b>YOU ARE HEREBY INVITED TO SUBMIT PROPOSAL FOR THE RENOVATIONS TO RAHIMA MOOSA (P.O.C.T)</b>					
RFQ NUMBER:	<b>GP838</b>	CLOSING DATE:	<b>17 JULY 2025</b>	CLOSING TIME:	<b>11h00am</b>
DESCRIPTION	<b>REFURBISHMENT TO FOUR (4) CONCRETE FISH PONDS IN NHLS BRAAMFONTEIN COMPLEX</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7.1) OR AGRREMENT OF FORM OF OFFER AND ACCEPTANCE.</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 BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
2. TOTAL NUMBER OF ITEMS OFFERED			
3. SIGNATURE OF BIDDER	.....	4. DATE	
5. CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ORGANIZATION	Procurement	CONTACT PERSON	Mzukisi Ntsalaze
CONTACT PERSON	Marlon Dass	TELEPHONE NUMBER	011 489 9042
TELEPHONE NUMBER	011 489 9131	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	mzukisi.ntsallaze@nhls.ac.za
E-MAIL ADDRESS	marlon.dass@nhls.ac.za		

**PART B****TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>		
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017		
<b>2. TAX COMPLIANCE REQUIREMENTS</b>		
2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3. APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3. 2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCC CERTIFICATE TOGETHER WITH THE BID. 2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCC CERTIFICATE / PIN / CSD NUMBER. 2.7. WHERE NO TCC IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.		
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>		
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>		

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

## **IMPORTANT NOTICE**

Bidders should ensure that proposal are hand delivered National. If the bid is late, it will not be accepted for consideration.

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

The contractor will be responsible for final measurements.

Writing must be in block letters and black ink.

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, The General Conditions of Contract for Construction Works and any other special conditions of contract specified by CIDB.

## **TECHNICAL ENQUIRIES**

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

**Name: Mzukisi Ntsalaze**

**Office Telephone No.: 011 489 9042**

**E-mail: [mzukisi.ntsalaze@nhls.ac.za](mailto:mzukisi.ntsalaze@nhls.ac.za)**

**SUBMISSION DATA**

Clause number	Submission Data
	<p>This Request for Proposal is intended to allow the successful bidder to specify and present their skills and expertise for the above mentioned services to cidb. Final acceptance of any proposal is not guaranteed, this being the exclusive right of cidb.</p> <p>Terms and conditions of expression of interest (Annex D as published/ amended by CIDB in August 2019) contained in Annex D of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts (August 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 of 08 August 2019. (See <a href="http://www.cidb.org.za">www.cidb.org.za</a>).</p> <p>The standard conditions of expression of interest for procurements make several references to the submission data for details that apply specifically to this proposal. The submission data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of submission data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.</p>
E.1.1	The employer is the <b>NHLS</b>
E.1.2	<p>For this contract, the following documents will be adopted:</p> <p>The <b>single volume</b> procurement document issued by the employer comprises of the following:</p> <p><b>The Request for Proposal</b></p> <p><b>Part E1: Tendering procedures</b></p> <p>E1.1 - Notice and invitation to Submit Proposal</p> <p>E1.2 - Submission data</p> <p><b>Part E2: Returnable documents</b></p> <p>E2.1 - List of returnable documents</p> <p>E2.2 - Returnable schedules</p> <p><b>The Contract</b></p> <p><b>Part C1 - Agreements and Contract data</b></p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p><b>Part C2 - Pricing Data</b></p> <p>C2.1 – Pricing Instructions</p> <p><b>Part C3 - Scope of Works</b></p> <p>C3.1 – Description of the works</p> <p>C3.3 - Annexures</p> <p><b>Part C4 - Site Information</b></p>
E.1.4	<p>The Employer's agent for the purpose of this proposal is deemed to be the authorised and designated representative of the Employer:</p> <p>Name: -----(SCM Representative)</p> <p>Address: E-mail</p>
E.1.5	<b>Cancellation and Re-Invitation of Tenders</b>
E.1.5.1	<p>An employer may, prior to the award of the tender, cancel a tender if-</p> <p>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the</p>



	invitation; b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process.	
E.1.5.2	The decision to cancel request for proposal must be published in the same manner in which the original request for proposal was advertised	
E.1.5.3	An employer may only with the prior approval of the relevant treasury cancel request for proposal invitation for the second time.	
E.1.6	<b>Procurement procedures</b>	
E.1.6.1	Unless otherwise stated in the submission data, a contract will, subject to E.3.13, be concluded with the tenderer who in terms of E.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.	
E.1.6.2	<b>Competitive negotiation procedure</b>	
E.1.6.2.1	Where the submission data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of E.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of E.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.	
E.1.6.2.2	All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the submission data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.  Notwithstanding the provisions of E.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.	
E.1.6.2.3	At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.	
E.1.6.2.4	The contract shall be awarded in accordance with the provisions of E.3.11 and E.3.13 after tenderers have been requested to submit their best and final offer.	
E.2	<b>Tenderer's obligations</b>	
E.2.1	<b>Eligibility</b>  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>1GB</b> or higher are eligible to submit proposal.  For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.	
	Category of tender	Upper limits per CIDB Regulation 17
	Employer's allowable margins	

	1	R0.5 m	The Employer will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted
	2	R1.0 m	
	3	R3.0 m	
	4	R6.0 m	
	5	R10.0 m	
	6	R20.0 m	
	7	R60.0 m	
	8	R200.0 m	
E.2.1.1	Only those bidders who satisfy the following eligibility criteria are eligible to submit bids: (a) Availability of resources (b) Availability of skills to manage and perform the contract (c) Previous experience on contracts of a similar value and nature (d) A letter on the companies' letterhead stating that the contractor has sufficient capacity to execute the project (e) Material Data Sheet		
E.2.2	<b>Cost of Tendering</b>		
E.2.2.1	The Employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the Employer		
E.2.2.2	The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.		
E.2.3	<b>Check documents</b> Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.		
E.2.4	<b>Confidentiality and copyright of documents</b> Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.		
E.2.6	<b>Acknowledge addenda</b> Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the submission data, in order to take the addenda into account.		
E.2.7	<b>Clarification meeting</b> N/A		
E.2.8	<b>Seek clarification</b> Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the submission data.		
E.2.9	<b>Insurance</b> Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of		

	the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
E.2.10	<b>Pricing the tender offer</b>
E.2.10.3	This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.
E.2.11	<b>Alterations to documents</b> Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
E.2.12	<b>Alternative tender offers</b> No alternative tender offers will be considered
E.2.13	<b>Submitting a tender offer</b>
E.2.13.1	Submit one tender offer only as a single tendering entity to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the submission data.
E.2.13.2	Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
E.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the submission data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
E.2.13.4	Sign the original and all copies of the tender offer where required in terms of the submission data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
E.2.13.5	Seal the original and each copy of the tender offer as separate packages marking the packages as <b>"ORIGINAL" and "COPY"</b> . Each package shall state on the outside the employer's address and identification details stated in the submission data, as well as the tenderer's name and contact address.
E.2.13.6	<p>Bidders are requested to deliver the submission in <b>two envelopes</b>. The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Title to appear on envelope or attachment one(1):</b></p> <p>1. RFQ NO.: ..... <b>(TECHNICAL PROPOSALS)</b></p> <p><b>The appointment of a contractor to submit proposal for the Supply and Installation of Air Conditioning units for NHLS Leratong Laboratory</b></p> <p>This envelope must contain the Returnables, SCM Documentation and Relevant Annexures. This envelope must contain <b>printed copies</b> of all the pages in this document, duly completed and signed, <b>but excluding the pricing schedules (schedule of quantities), which must be submitted in a separate envelope as detailed below.</b></p> <p><b>Title to appear on envelope or attachment two(2):</b></p> <p>2. RFQ NO.: ..... <b>(FINANCIAL PROPOSALS)</b></p> <p><b>The appointment of a contractor to submit proposal for the repair services, roof leaks (waterproofing),</b> This envelope will contain the Pricing Schedules (Bills of Quantities) and Contract Agreement</p> <p>For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids are clearly marked, and are easily identifiable by the company's logo or name.</p>

	<p>Location of tender box: No 1 Corner Hospital and de Korte Street, Braamfontein</p> <p>Physical address: No 1 Corner Hospital and de Korte Street, Braamfontein</p> <p>Identification details: RFQ BOX</p>
E.2.13.7	Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the submission data.
E.2.13.8	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
E.2.13.9	Accept that tender offers submitted by <b>telegraphic, telephonic, telex, facsimile and late proposal will not be accepted</b> by the employer.
E.2.14	<p><b>Information and data to be completed in all respects</b></p> <p>Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.</p>
E.2.15	<p><b>Closing time</b></p> <p>The closing time for submission of proposal <b>GP178</b> at 11h00am.</p> <p>cidb is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.</p>
E.2.16	The tender offer validity period is 12 weeks from the closing date.
E.2.17	<p><b>Clarification of tender offer after submission</b></p> <p>Provide clarification of request for proposal in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
E.2.18.2	The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
E.2.19	<p><b>Inspections, tests and analysis</b></p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the submission data.</p>
E.2.20	<p><b>Submit securities, bonds and policies</b></p> <p>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the submission data.
E.2.23	The Tenderer is required to submit with his/her tender all documents and schedules listed under E2.1 and E2.2.
<b>Add the following new clause</b>	<p>Canvassing and obtaining of additional information by tenderers</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p>
E.2.24	The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
<b>Add the following new</b>	<p><b>Prohibitions on awards to persons in service of the state</b></p> <p>The Employer is prohibited to award a proposal to a person -</p>

<p>clause E.2.25</p>	<p>a) who is in the service of the state; or</p> <p>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</p> <p>c) a person who is an advisor or consultant contracted with the Department.</p> <p><b>In the service of the state</b> means to be -</p> <p>a) a member of:-</p> <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> <p>b) a member of the board of directors of any municipal entity;</p> <p>c) an official of any municipality or municipal entity;</p> <p>d) an employee of any national or provincial department;</p> <p>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>f) a member of the accounting authority of any national or provincial public entity; or</p> <p>g) An employee of Parliament or a provincial legislature.</p> <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>
<b>E.3</b>	<b>The employer's undertakings</b>
E.3.1	<p><b>Respond to requests from the tenderer</b></p> <p>The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.</p>
E.3.2	<p><b>Issue Addenda</b></p> <p>Addenda will be issued until five (5) working days before the tender closing time.</p>
E.3.9	<b>Arithmetical errors, omissions and discrepancies</b>
E.3.9.1	<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> <p>a) the gross misplacement of the decimal point in any unit rate;</p> <p>b) omissions made in completing the pricing schedule or bills of quantities; or</p> <p>c) arithmetic errors in:</p> <ul style="list-style-type: none"> <li>i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.</li> </ul>
E.3.9.2	<p>The arithmetical errors shall be corrected in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</p> <p>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.</p> <p>c) Where there is an error in the total of the prices either as a result of other</p> <p>Corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall</p>

	<p>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>																																												
E.3.11	<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>																																												
	<p><b>Technical Proposal</b></p> <p><b>Administrative. / Mandatory Requirements</b></p> <p>The Technical proposal will be evaluated on Administrative. / Mandatory Requirements and Functionality.</p> <p>Bidders who fail to meet the minimum requirements for the Technical proposal will not be considered further.</p> <p>Financial Proposal will be evaluated on price and B-BBEE specific goals as outlined in this document.</p> <p>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.</p> <p>The bid proposal will be screened for compliance with administrative requirements as indicated below and bidders must circle the correct answer</p> <table><tr><th>Item No.</th><th>Administrative Requirements</th><th>Check/Compliance</th><th>Non-submission shall result in disqualification</th></tr><tr><td>1</td><td>Master Bid Document</td><td>provided and bound</td><td>*YES</td></tr><tr><td>2</td><td>1 Copy of Bid Document</td><td>provided and bound</td><td>**NO</td></tr><tr><td colspan="4">Included in the Bid Document</td></tr><tr><td>4</td><td>SCM - SBD 1 - Invitation to Bid</td><td>Completed and signed</td><td>*YES</td></tr><tr><td>5</td><td>SCM - SBD 2 - Tax Clearance Certificate Requirements</td><td>Attached CSD registration number/SARS PIN and CSD summary report</td><td>*YES</td></tr><tr><td>6</td><td>SCM - SBD 4 - Declaration of Interest</td><td>Completed and signed</td><td>*YES</td></tr><tr><td>7</td><td>SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017</td><td>Completed and signed</td><td>*YES</td></tr><tr><td>8</td><td>SCM - SBD 8 – Declaration of Bidder's Past Supply Chain Management Practices</td><td>Completed and signed</td><td>*YES</td></tr><tr><td>9</td><td>SCM – SBD 7.1 – Contract form, purchase of good/ works</td><td>Completed and signed</td><td>*YES</td></tr><tr><td>10</td><td>SCM - SBD 9 - Certificate of Independent Bid Determination</td><td>Completed and signed</td><td>*YES</td></tr></table>	Item No.	Administrative Requirements	Check/Compliance	Non-submission shall result in disqualification	1	Master Bid Document	provided and bound	*YES	2	1 Copy of Bid Document	provided and bound	**NO	Included in the Bid Document				4	SCM - SBD 1 - Invitation to Bid	Completed and signed	*YES	5	SCM - SBD 2 - Tax Clearance Certificate Requirements	Attached CSD registration number/SARS PIN and CSD summary report	*YES	6	SCM - SBD 4 - Declaration of Interest	Completed and signed	*YES	7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed	*YES	8	SCM - SBD 8 – Declaration of Bidder's Past Supply Chain Management Practices	Completed and signed	*YES	9	SCM – SBD 7.1 – Contract form, purchase of good/ works	Completed and signed	*YES	10	SCM - SBD 9 - Certificate of Independent Bid Determination	Completed and signed	*YES
Item No.	Administrative Requirements	Check/Compliance	Non-submission shall result in disqualification																																										
1	Master Bid Document	provided and bound	*YES																																										
2	1 Copy of Bid Document	provided and bound	**NO																																										
Included in the Bid Document																																													
4	SCM - SBD 1 - Invitation to Bid	Completed and signed	*YES																																										
5	SCM - SBD 2 - Tax Clearance Certificate Requirements	Attached CSD registration number/SARS PIN and CSD summary report	*YES																																										
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	<table><tr><td>11</td><td>In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal</td><td>JV agreement completed and signed, if applicable</td><td>*YES</td></tr></table> <p>*YES – Cidb reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible or incomplete and will not be further evaluated for Mandatory Requirements (Phase 2)</p> <p>**NO – Cidb reserves the right to request such information during the evaluation process of the proposal and such information must be presented within short notice.</p>	11	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable	*YES				
11	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable	*YES						
	<p><b>Functionality/Technical Criteria</b></p> <p>With regards to technicality / functionality, the following criteria shall be applicable to test the capacity of service providers, and the maximum points of each criterion are indicated in the table below:</p>								
	<table><tr><th>No.</th><th>Technical / Functional Criteria</th><th>weights</th><th></th></tr><tr><td></td><td></td><td></td><td></td></tr></table>	No.	Technical / Functional Criteria	weights					
No.	Technical / Functional Criteria	weights							

## PART E2: RETURNABLE DOCUMENTS AND SCHEDULES

### E2.1 LIST OF RETURNABLE DOCUMENTS

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

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

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

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

**ENTITY NAME** .....

**CSD**

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

**NAME** .....

**SIGNATURE OF  
BIDDER**

.....

**DATE**

.....

**CAPACITY UNDER WHICH  
BID IS SIGNED**

.....



**FORM C: TAX COMPLIANCE****CONDITIONS PERTAINING TO TAX****TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

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

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

NAME: .....

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH BID IS SIGNED .....

**FORM D: PREFERENCE SCHEDULE****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	80
<b>Specific Goals</b>	20
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

### PART 1

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

## POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

Points awarded for historically disadvantaged individuals

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

Where:

NEP = Points awarded for equity ownership by an HDI

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

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

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

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

## POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

3.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Percentage owned (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI		4		%	
WOMAN		4		%	
DISABLED		2		%	
YOUTH		4		%	
Locality City of Johannesburg = 4 Gauteng Province = 2		6			
TOTAL POINTS		20			

#### 4. BID DECLARATION

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

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

5.1 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.

#### 6. SUB-CONTRACTING

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

(Tick applicable box)

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

6.1.1 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		

## 7. DECLARATION WITH REGARD TO COMPANY/FIRM

- 7.1 Name of company/firm : .....
- 7.2 VAT registration number : .....
- 7.3 Company registration number : .....

### 7.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

### 7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

### 7.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

- 7.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the

points claimed, based on the Specific Goals status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

1. ....
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE.....

ADDRESS.....

.....

.....

.....

**FORM E: PROOF OF REGISTRATION WITH CIDB**

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

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

(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 F: BIDDER DISCLOSURE**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:

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

*(a) a member of –*

- (i) any municipal council;*
- (ii) any provincial legislature; or*
- (iii) the national Assembly or the national Council of provinces;*

*(b) a member of the board of directors of any municipal entity;*

*(c) an official of any municipality or municipal entity;*

*(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);*

*(e) a member of the accounting authority of any national or provincial public entity; or*

*(f) an employee of Parliament or a provincial legislature.*

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

3.6 VAT Registration Number.....

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

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

3.8.1 If yes, furnish particulars.....

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

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

**FORM G: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (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.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
POSITION

\_\_\_\_\_  
NAME OF BIDDER

**FORM H: OHS ACT DECLARATION AND SUBMISSION**

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

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

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

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

Signature	_____	Date	_____
Name	_____	Capacity	_____
Bidder	_____		

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

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

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

## PART C1: AGREEMENT AND CONTRACT DATA

### C1.1: FORM OF OFFER AND ACCEPTANCE

#### Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: .....

.....

The tenderer, identified in the offer signature block, has examined the documents listed in the submission data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender. By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

#### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand. ....

..... (in words);

R ..... (in figures)

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

Signature(s) .....

Name(s) .....

Capacity .....

#### for the tenderer

(Name and .....

address of organization/) .....

.....

Name and signature of witness ..... Date .....

**C1.2 CONTRACT DATA**

<b>PROJECT TITLE:</b>	<b>THE APPOINTMENT OF A CONTRACTOR FOR THE</b> _____ _____
<b>CONTRACT NO:</b>	
<b>C.1.2 Contract Data</b>	
<p>The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from <a href="http://www.saice.org.za">www.saice.org.za</a>.</p> <p>The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p>	
<b>Part 1: Data provided by the Employer</b>	
<b>Clause</b>	<b>Data</b>
1.1.1.13	<p><b>Clause 1.1.1.13: Defects Liability Period</b></p> <p>The Defects Liability Period is <b>6 months</b>, measured from the date of the Certificate of Completion</p>
1.1.1.14	<p><b>Clause 1.1.1.14: Due Completion Date</b></p> <p>The time for achieving Practical Completion is 2 months after the Commencement Date</p>
1.1.1.15	The name of the Employer is NHLS, represented by ----- and/or such persons or person duly authorised to be the Employer in writing.
1.1.1.26	The Pricing Strategy is a bill of quantities
1.2.1.2	<p>The Employer's address for receipt of communications is:</p> <p>QUOTATION should be submitted to the following add : ----- -----</p>
2.4.1	<p>"in the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows:</p> <ul style="list-style-type: none"> <li>• The form of offer and acceptance</li> <li>• Contract forms</li> <li>• The contract data</li> <li>• General conditions of contract (GCC 2015)</li> <li>• Scope of Work</li> <li>• SANS 1200 Standardised Specifications</li> <li>• Site Information</li> <li>• Construction drawings</li> <li>• Bill of quantities</li> <li>• The returnable schedules</li> </ul>
3.1.3	<p>The Contractor shall obtain the specific approval of the Employer before executing any of his functions 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>

4.3.3	<p>"The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health &amp; Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as 'the Act') that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:</p> <p>a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act;</p> <p>b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with;</p> <p>c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations;</p> <p>d) The Contractor agrees that any duly authorised official of the Employer shall be entitled to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor;</p> <p>e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge;</p>
5.3.1	<p><b>Clause 5.3.1: Commencement of the Works</b></p> <p>The documentation required before commencement with Works execution are:</p> <p>a) Health and Safety Plan</p> <p>b) Initial programme</p> <p>c) Security</p> <p>d) Insurance</p>
5.3.2	<p><b>Clause 5.3.2: Timeframe to deliver documentation</b></p> <p>The time to submit the documentation required before commencement with Works execution is <b>fourteen (14) days</b>.</p>
5.4.4	<p>"The Contractor shall bear all costs and charges for special and temporary rights of way required by him/her in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him/her for the purposes of the Works."</p>
5.8.1	<p><b>Clause 5.8.1: Non-Working Times</b></p> <p>The non-working days are Saturdays and Sundays.</p> <p>The special non-working days are:</p> <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>



5.12.2.	<p><b>Clause 5.12.2.: Some reasons for extension of time</b></p> <p><b>Clause 5.12.2.2: Abnormal climatic conditions.</b></p> <p><i>Add the following:</i></p> <p>Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).</p> <p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that clause.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.</p> <table><tr><td>January</td><td>4 days</td><td>May</td><td>2 days</td><td>September</td><td>2 days</td></tr><tr><td>February</td><td>4 days</td><td>June</td><td>2 days</td><td>October</td><td>2 days</td></tr><tr><td>March</td><td>2 days</td><td>July</td><td>2 days</td><td>November</td><td>4 days</td></tr><tr><td>April</td><td>2 days</td><td>August</td><td>2 days</td><td>December</td><td>4 days</td></tr></table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained. Rainfall of less than 2mm between 7am and 5pm shall not be deemed to be an inclement weather day.</p>	January	4 days	May	2 days	September	2 days	February	4 days	June	2 days	October	2 days	March	2 days	July	2 days	November	4 days	April	2 days	August	2 days	December	4 days
January	4 days	May	2 days	September	2 days																				
February	4 days	June	2 days	October	2 days																				
March	2 days	July	2 days	November	4 days																				
April	2 days	August	2 days	December	4 days																				
5.13.1	<p><b>Clause 5.13.1: Penalty for Delay</b></p> <p>The penalty for failing to complete the Works will be charges per day based on the loss suffered due to delays up to a limit of 30 normal working day, upon which automatic termination will be effected by the Employer.</p>																								
5.16.3	<p><b>Clause 5.16.3: Latent defect liability</b></p> <p>The latent defect period is ten (10) years for civil engineering works.</p>																								
6.8.2	<p><b>Clause 6.8.2: Contract Price Adjustment</b></p> <p>The Contract Price Adjustment <b>is not</b> applicable in this contract.</p>																								
6.8.3	<p><b>Clause 6.8.3: Variation in Cost of Special Materials</b></p> <p>Price adjustments for variations in the costs of special materials are not allowed</p>																								
6.10.1.5	<p><b>Clause 6.10.1.5: Interim Payments - Materials on Site</b></p> <p>No percentage advance on materials on site but not yet built into the Permanent Works is allowed for, or will be paid.</p>																								
6.10.4	<p><b>Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate</b></p> <p><i>Add the following to clause 6.10.4:</i></p> <p>Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.</p>																								
8.6.1.1.2	<p><b>Clause 8.6.1.1.2: Insurance</b></p> <p>The value of the materials supplied by the Employer to be included in the insurance sum is -Nil.</p>																								

8.6.1.1.3	<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 quotation 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: .....

PART C2: PRICING DATA



RFQ NO: GP837
INVITATION TO QUOTE ON
DESCRIPTION: RENOVATIONS TO CONCRETE FISH PONDS
COMPULSORY SITE MEETING:
DATE:10 JULY 2025
MEET AT NHLS BRAAMFONTEIN SECURITY OFFICE
ADDRESS: NHLS, CNR HOSPITAL & DE KORTE STREET, BRAAMFONTEIN
CLOSING DATE: 1517 JULY 2025

## DESCRIPTION: RENOVATIONS TO CONCRETE PONDS

Item No	Description	UoM	Quantity	Rate	Amount
	<b>BILL NO. 01</b>				
	<b>FISHPOND REFURBISHMENT</b>				
1.0	<b>ALTERATIONS (PROVISIONAL)</b>				
1.1	<b>REMOVAL OF EXISTING WORK</b>				
1.2	Allow for protecting all existing work liable to suffer damage (i.e.) Walls, finishes, floors, windows, joinery fittings, etc.) from damage during the building operations, alterations, etc. and make good all work damaged with new material damaged to match existing to the approval of the Project Manager	Item			
1.3	<u>Taking out and removing</u>				
1.4	Drain water in fish to about 6 inches and safely relocate fish to a location identified by the employer, drain the water complete in pond	No	4		
1.5	<u>Hacking up/off and removing floor coverings mortar bed or adhesive from concrete brickwork and preparing, surfaces for new screed, plaster, tile finish, etc</u>				
1.6	Floor covering including preparing screed for new finish etc. (new finish elsewhere measured)	m2	60		
1.7	<u>Hacking up/off and removing floor coverings mortar bed or adhesive from concrete brickwork and preparing, surfaces for new screed, plaster, tile finish, etc.</u>				
1.8	Wall covering including preparing screed for new finish etc. (new finish elsewhere measured)	m2	104		
2.0	<b>PLASTERING</b>				
2.1	<u>1:3 Cement screed on concrete:</u>				
2.2	30mm Thick on floors in patches	m2	60		
2.3	<u>1:4 Cement plaster on concrete:</u>				
2.4	On walls in patches	m2	104		
3.0	<b>WATERPROOFING</b>				
3.1	<b>LIQUID WATERPROOFING</b>				

3.2	<u>Prepare and brush to remove all loose contaminants, apply water-based epoxy resin paint (3 coats).</u>				
3.3	On walls	m2	60		
3.4	On floors	m2	104		
3.5	Livingstone Fiberglass Chopped Strand Matting laid on concrete surfaces	m2	164		
4.0	<b>PAINTWORK</b>				
4.1	<u>Paintwork, etc. to waterproofed surfaces</u>				
4.2	Prepare and paint walls and floors with plascon velvagro waterproofing paint or like, 2 coats as per specification color will be confirmed upon appointment	m2	164		
4.3	<u>Paintwork, etc. to previously painted work</u>				
4.4	Prepare and paint existing tiles with plascon velvagro or similar to, 2 coats as per specification color will be confirmed upon appointment	m2	50		
5.0	<b>PLUMBING AND DRAINAGE</b>				
5.1	Supply and install Combo Pond Box - 15w UV, 2 Bag Sand filter, 25l Biofilter, 0.6kw Pump (12000l pond)	No	1		
	<b>Carried to Summary</b>				

Item No	SUMMARY	BILL NO	Amount
1	FISHPOND REFURBISHMENT	BILL NO. 01	
	<b>Sub - Total</b>		
	Allow the amount of R 10 000-00 (Ten thousand Rand only) for contingency to be used at the discretion of the project manager and dedicated in whole or in part if not required		R10 000.00
	<b>Sub Total</b>		
	<b>Vat @ 15%</b>		
	<b>Total (Incl of Vat)</b>		

**NOTE:**

“Provide details and registration confirmation with CIDB in terms of the CIDB Act 38 of 2000. Provide proof of grading level 1 GB or higher

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

no	Certificate and or license	comply	Do not comply
1	Plumbing and Drainage trade test certificate		
2	Electrical Wire man's license		
3	CIDB GB1 or Higher		
4	Provide CV and Certificate of an experienced project manager with a built environment qualification at least an NQF 6 coupled with 5 years working experience in managing refrigeration projects		

Technical/Functional Requirements	Proof Required	Weighting Points
<b>Company Experience</b> Provide three (3) letters of proof of Previous Relevant experience in fishpond construction, pools or similar and maintenance thereof. References must be in the form of a signed letters on a client's business letterhead stating the scope and description of the services rendered, with contactable references, contract duration, with contact name, Contact number and position of the referee. Reference letters must not be older than 5 years by the closing date of this RFP. <ul style="list-style-type: none"> <li>3 or more reference letters = 30%</li> <li>2 reference letters = 20%</li> <li>1 reference letter = 10%</li> </ul>	3 Letters	30%
	Certificates	15%
The bidder must provide a detailed, complete, and comprehensive technical proposal including implementation plan methodology and organisational organogram to provide NHLS with a solution required.	Points to be awarded based on the submission and presentation.	25%
Proof of Audited Financial Capability = 5% Stamped Bank letter confirming the company has funds = 5%	3 Years Audited Financial Statements	10%
<b>Health and Safety:</b> The tenderer is required to do the following: <ul style="list-style-type: none"> <li>Health and Safety Environmental Policy = 5%</li> <li>Roles of responsibilities of Health and Safety Personnel = 3%</li> <li>Overview of the project-specific baseline risk assessment = 2%</li> </ul> Health and Safety Officer with 5 years of experience in construction health and safety certificate (SACPCMP affiliation). =10%	Policy, Org. Structure, Baseline Risk Assessment, CV and Certificates	20%
<b>THRESHOLD</b>		<b>85%</b>

**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	N/A
<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 because 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 and unacceptable state of affairs or should the installation or portions thereof prove to be unacceptable, the Contractor shall upon receipt of a written instruction from the Project Manager, replace portions/components or even the entire installation if need be, at his own cost as prescribed by the Project Manager

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

## **PRELIMINARIES**

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

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

### **SITE APPLICATION**

#### **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.

#### **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 faking 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 faking 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

### **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

### **Completion**

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

### **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.

### **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 Rhinolute 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

**Completion****Practical Completion**

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

Where the works:

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

**Final Completion**

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

**Employer: The employer shall:**

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

**Risk and Insurance**

- The Contractor indemnifies the NHLS against any loss in respect of claims from other parties arising out of or due to the execution of the works or occupation of the site by the contractor consequent upon:
  - Death or bodily injury or illness of any person.
  - Physical loss and damage to any property other than the works.
  - Removal of or interference with lateral support of an adjoining property.
- The contractor shall take out insurances in respect of his employees as are required by law.
- Where, in the opinion of the Project Manager, loss and damage to the works due to the contractor's negligence the contractor shall be liable for such loss and damage.
- The contractor shall in all circumstances be at risk for loss of, or damage to his construction plant or vehicles.
- The contractor shall enclose the site along the facades where work is being done. He shall furthermore allow for all the required scaffolding, gantries, hoarding, etc. to safeguard pedestrian traffic on the sidewalks or paths as well as vehicular traffic in the streets
- The form of scaffolding, gantries, hoardings, etc., must be fully detailed in his "method statement" as previously required. It is not the intention to prohibit or deviate pedestrians or traffic during construction and Tenderers are to account for this when pricing the Tender

- Adequate warning signs/ lights/ etc. are to be employed where required. If the Tenderer requires the full pavement width and even part of the adjacent street, then he must make all the necessary arrangements with local authorities for the pavement and street closure as well as pay for all fees in connection therewith including the loss of income due to parking meters
- The existing premises will be occupied at all times and the Contractor will be required to keep all noise to a minimum

**Safety**

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

**Programme**

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

**END**

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**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:** .....

**Acceptance**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

Part C1: Agreements and contract data (which includes this agreement)

Part C2: Pricing data

Part C3: Scope of work

Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the submission data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) .....

Name(s) .....

Capacity .....

**for the  
Employer**

Name and .....

signature

of witness .....

Date .....

#### Schedule of Deviations

## ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

#### Notes:

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

1 Subject .....

Details .....

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2 Subject .....

Details .....

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3 Subject .....

Details .....

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4 Subject .....  
Details .....  
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ONLY TO BE COMPLETED

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

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

FOR THE TENDERER:

Signature(s) \_\_\_\_\_  
Name(s) \_\_\_\_\_  
Capacity \_\_\_\_\_  
\_\_\_\_\_  
[Name and address of organisation]  
Name and signature of witness \_\_\_\_\_ Date \_\_\_\_\_

FOR THE EMPLOYER:

Signature(s) \_\_\_\_\_  
Name(s) \_\_\_\_\_  
Capacity \_\_\_\_\_  
\_\_\_\_\_  
[Name and address of organisation]  
Name and signature of witness \_\_\_\_\_ Date \_\_\_\_\_



## CONFIRMATION OF RECEIPT

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

The ..... [day]

of ..... [month]

20 ..... [year]

at ..... [place]

For the Contractor:

.....  
Signature

.....  
Name

.....  
Capacity

Signature and name of witness:

.....  
Signature

.....  
Name

**ONLY TO BE COMPLETED  
AT ACCEPTANCE STAGE**

