



# NATIONAL HEALTH LABORATORY SERVICE

## REQUEST FOR QUOTATION (RFQ)

**RFQ NO: 1019308**

**DESCRIPTION: RFQ NO 1019308 - SUPPLY AND INSTALL NEW UPSs TO BUILDING 10F AT NHLS FORENSIC CHEMISTRY LABORATORY (FCL) CSIR BUILDING 10F, PRETORIA.**

### ISSUED BY:

SUPPLY CHAIN MANAGEMENT  
FORENSIC CHEMISTRY LABORATORY  
CSIR CAMPUS, MEIRING NAUDE,  
BUILDING 4E, GROUND FLOOR  
BRUMMERIA RD  
LYNNWOOD PRETORIA

### PREPARED BY:

SUPPLY CHAIN MANAGEMENT  
FORENSIC CHEMISTRY LABORATORY  
CSIR CAMPUS MEIRING NAUDE,  
BUILDING 4E, GROUND FLOOR  
BRUMMERIA RD  
LYNNWOOD PRETORIA

### Quotation Queries:

CONTACT NAME: PROCUREMENT OFFICE

### Technical Queries:

CONTACT NAME: PROCUREMENT OFFICE

E-MAIL ADDRESS: [Thapelo.mahasha@nhls.ac.za](mailto:Thapelo.mahasha@nhls.ac.za)

E-MAIL ADDRESS:

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

**CLOSING DATE: 19 August 2025 AT 11:00**

**QUOTATION VALIDITY PERIOD: The quotation validity period is 90 days.**

**NB! Carry a driver's license or ID document for ease of access at the CSIR reception area.**

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**1. PART A INVITATION TO BID**
**SBD 1**
**PART A INVITATION  
TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL HEALTH LABORATORY SERVICE (NHLS)</b>					
<b>BID NUMBER:</b>	RFQ No:1019308	<b>CLOSING DATE:</b> 19 AUGUST 2025		<b>CLOSING TIME:</b>	11:00AM
<b>DESCRIPTION</b>	SUPPLY AND INSTALL NEW UPSs TO BUILDING 10F AT NHLS FORENSIC CHEMISTRY LABORATORY (FCL) CSIR BUILDING, PRETORIA.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
NHLS FORENSIC CHEMISTRY LABORATORIES, CSIR CAMPUS, BUILDING 4E, GROUND FLOOR BRUMMERIA, MEIRING NAUDE RD, LYNNWOOD, PRETORIA.					
<b>RFQ BOX IS AT THE PASSAGE</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
<b>CONTACT PERSON</b>	PROCUREMENT OFFICE		<b>CONTACT PERSON</b>	PROCUREMENT OFFICE	
<b>E-MAIL ADDRESS</b>	<a href="mailto:Thapelo.mahasha@nhls.ac.za">Thapelo.mahasha@nhls.ac.za</a>		<b>E-MAIL ADDRESS</b>		
<b>SUPPLIER INFORMATION</b>					
<b>NAME OF BIDDER</b>					
<b>POSTAL ADDRESS</b>					
<b>STREET ADDRESS</b>					
<b>TELEPHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>CELLPHONE NUMBER</b>					
<b>FACSIMILE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>E-MAIL ADDRESS</b>					
<b>VAT REGISTRATION NUMBER</b>					
<b>SUPPLIER COMPLIANCE STATUS</b>	TAX COMPLIANCE SYSTEM PIN:		<b>O R</b>	CENTRAL SUPPLIER DATABASE	MAAA

				No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  Yes                      No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK BOX]      APPLICABLE  Yes                      No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		YES 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 BELOW.</b>			

## 2. 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.
<b>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

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

(Proof of authority must be submitted e.g. company resolution)

DATE:.....

## 2. TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFQ)

- a) This document may contain confidential information that is the property of the NHLS and the Client.
- b) No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this RFQ, without prior written permission from NHLS and the Client.
- c) All Copyright and Intellectual Property herein vests with NHLS and its Client.
- d) Late and incomplete submissions will not be accepted.
- e) SDB 7 (form of offer) must be completed, and should the total RFQ prices differ, the one indicated on the form of offer shall be considered the correct price.
- f) Any Bidder who has reasons to believe that the RFQ specification is based on a specific brand must inform NHLS before RFQ closing date
- g) Bidders are required to submit a valid Tax Clearance Certificate and Tax clearance verification PIN, Failure to submit the Tax Pin and valid Tax Clearance Certificate will result in the invalidation of this RFQ.
- h) It is the responsibility of the Bidder to ensure that NHLS is in possession of the Bidder's valid Tax Clearance certificate. The onus is on the Bidder to ensure that NHLS receives a valid Tax Certificate as soon as the validity of the said certificate expires.
- i) **A COMPULSORY CLARIFICATION OR SITE MEETING OR BRIEFING – N/A (HOWEVER IT IS HIGHLY RECOMMENDED FOR PROSPECTIVE BIDDERS TO VISIT THE LABORATORY TO FAMILIARISE THEMSELVES WITH THE ENVIRONMENT AND REQUIREMENTS)**
  - The BIDDER shall inspect and examine the Site and its surroundings and shall satisfy himself/herself before submitting his/her quotation. The Bidder must be represented at the site inspection by a person who is suitably qualified and experiences to comprehend the implications of the work involved.
  - The contractor will be responsible for final measurements.
- j) Writing must be in block letters and black ink.
- k) Quotation procedure using the two (2) stage system will apply: **NOT APPLICABLE.**
- l) Respondents arriving after the allocated time of the briefing session and failing to attend the compulsory RFQ/Site briefing will be disqualified
- m) No services must be rendered or goods delivered before an official NHLS Purchase Order form has been received.
- n) This RFQ will be evaluated in terms of the 80/20 preference point system prescribed by the Preferential Procurement Regulations, 2022.
- o) All questions regarding this RFQ must be forwarded to the [Thapelo.Mahasha@nhls.ac.za](mailto:Thapelo.Mahasha@nhls.ac.za) 24 hours prior the RFQ closing date.
- p) The General Conditions of Contract (GCC) issued by National Treasury are applicable.
- q) In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal. Each JV partner must submit all their mandatory documentation.
- r) **Quotation must be All-Inclusive**

The Supplier shall allow in the quotation for all deliverables as stipulated in the scope, labour, material, consumables, accessories, software, supervision, overhead costs, profit, royalties, all taxes, levies, duties, variations in exchange rates (if applicable), disbursements and everything necessary for the execution and completion of the works in accordance with the quotation documents .value Added Tax (VAT) shall be excluded from the rates and prices and provided for as the total.VAT on the cost of the Works in the Summary of Schedule of Rates and Prices.

The Supplier rates and prices shall be fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract. The offer must be in ZAR currency.

The NHLS reserve the right to do due diligence on the quotations and to benchmark prices quoted. Quotes should be submitted on an official letterhead and duly signed.

### ***Delays in the supplier's performance***

- i. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- ii. f at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- iii. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- iv. xcept as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- v. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar Functionality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

### ***Penalties***

- i. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.



- 3. FOR HAND DELIVERIES OF RESPONSES, PLEASE SUBMIT THE RFQ DOCUMENT TO NHLS RFQ BOX, CSIR CAMPUS MEIRING NAUDE, BUILDING 4E, GROUND FLOOR BRUMMERIA RD, LYNNWOOD PRETORIA.**

The Bidder accepts the above terms and conditions and the General Conditions of Contract on NHLS website as per hyperlink <a href="#">GCC Document</a> or visit NHLS website <a href="https://www.nhls.ac.za/supply-chain/">https://www.nhls.ac.za/supply-chain/</a> , click on supply chain management tab then select General Conditions of Contract	Accept	Do not accept

## 5. TERMS OF REFERENCE / SCOPE OF WORKS/ SPECIFICATIONS

**FORM OF QUOTATION SUPPLIER NAME:**

**RFQ NO: 1019308**

**DESCRIPTION: SUPPLY AND INSTALL NEW UPSs TO BUILDING 10F AT NHLS FORENSIC CHEMISTRY LABORATORY (FCL) CSIR BUILDING 10F, PRETORIA.**

The NHLS is requesting a service provider to render the services to:

The National Health Laboratory Service ("NHLS") is a Schedule 3A Public entity which was established in 2001 by an Act of Parliament to provide diagnostic pathology laboratory services to the National and Provincial Health Department. Further, NHLS is the largest public health laboratory service with more than 260 laboratories across nine provinces and approximately 8000 staff members.



RFQ NO:
INVITATION TO QUOTE ON
DESCRIPTION: SUPPLY AND INSTALL NEW UPSs TO BUILDING 10F AT CSIR NHLS FORENSIC CHEMISTRY LABORATORY (FCL) CSIR BUILDING PRETORIA
COMPULSORY SITE MEETING: N/A
ADDRESS: MEIRING NAUDÉ RD, BRUMMERIA, PRETORIA, 0184, CSIR. FORENSIC CHEMISTRY LABORATORY BUILDING 10F RECEPTION
CLOSING DATE: 19 AUGUST 2025 @ 11H00 MEIRING NAUDÉ RD, BRUMMERIA, PRETORIA, 0184, CSIR. FORENSIC CHEMISTRY LABORATORY MAIN RECEPTION BUILDING 4E

**DESCRIPTION: SUPPLY AND INSTALL NEW UPSs TO BUILDING 10F AT CSIR NHLS FORENSIC CHEMISTRY LABORATORY (FCL) CSIR BUILDING PRETORIA**

	Description	Unit	Quantity	Rate	Cost excl vat
1	Supply and commission a 20KVA 400v ups complete with battery pack maintenance with built-in bypass and complete with 384VDC suitable quantity of battery, isolator to be included battery cabinet and interlinking DC cables to be included (384VDC, must have more than 2 hours back up time at 1.2 KVA load, battery cabinet with wheels, one-year warranty), or equivalent as per the manufacture design. the unit should come with Factory Warranty: 3 Years On Electronics and 1 Year Warranty On Batteries, unit should left operational, allow for suitable length of cabling from allocated DB	no	2		
	<b><u>Important the ups should match the following:</u></b> <ul style="list-style-type: none"> <li>• Power: 20kw Battery voltage: 384VDCAC or suitable</li> <li>• voltage: 220V/400V/415VAC</li> <li>• Frequency: 50/60HZ</li> <li>• Output: pure sine wave &amp; isolation output</li> <li>• Display: 7 inches' touch display screen</li> <li>• Multiple working modes (AC priority, DC priority, Diesel priority)</li> <li>• Protection: AC input/under voltage, output/Under voltage, output overload, short circuit protection, over temperature protection, Under voltage, battery overcharge, Under voltage protection</li> </ul>				
2	Installation and commission a 10KVA UPS supplied by NHLS, the unit should left operational, allow for suitable length of cabling from allocated DB	no	1		
	<b><u>Important the ups should match the following:</u></b> <ul style="list-style-type: none"> <li>• Power: 10kw Battery voltage: 384VDCAC or suitable</li> <li>• voltage: 220V/400V/415VAC</li> <li>• Frequency: 50/60HZ</li> <li>• Output: pure sine wave &amp; isolation output</li> <li>• Display: 7 inches' touch display screen</li> </ul>				



	<ul style="list-style-type: none"> <li>Multiple working modes (AC priority, DC priority, Diesel priority)</li> </ul>				
	Protection: AC input/under voltage, output/Under voltage, output overload, short circuit protection, over temperature protection, Under voltage, battery overcharge, Under voltage protection				
	Supply and fit new 20amp single phase circuit breaker fed from main distribution board. Allow for 50m cabling	no	3		
	Allow prepare and test and commission the unit and issue commission certificate by the qualified technician with trade test (unit should include all fitting in order to issue commissioning certificate)		item		
	Supply Electrical certificate of compliance on completion		item		
	<b>NOTE: the Installations should be done by the qualified electrician</b>				
	<b>TOTAL</b>				
	<b>PLUS 15% VAT</b>				
	<b>GRAND TOTAL</b>				
	Estimated time to complete work above				

**NB:**

The following are deemed as mandatory and regulatory requirements and failure to comply will result in the invalidation of a proposal. No unanswered questions will be allowed. If a response to a question has been indicated as comply but no proof is submitted, it shall be regarded as mandatory non-performance/non-compliance, and the bid WILL be disqualified.

**Bidders are required to indicate compliance by marking with an “X” adjacent to each requirement in the column. Where bidders mark both the “comply” and “not comply” column it will be regarded as non-compliant and the bid will be disqualified.**

Mandatory requirements			
No	Legislative	Comply	Do not comply
1	CIDB grading (1EB, EP)		
2	Electrical Wire man's license		
3	Letter of good standing COIDA		
4	Electrical contractors' association SA (ECASA)		
5	Three (3) copies of contactable reference or completion certificate, on client's letterhead, with contact details		
6	5-year company Experience in related field, attach either CK, registration documents, old references which are older as a proof		
7	Provide copy of CV and Certificate of 3 years experienced project manager/supervisor to manage the project		
8	Electrical trade Test		

### **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, **Unless specified on the Project Technical evaluations**

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

### **GUARANTEE, MAINTENANCE, PENALTY AND RETENTION PERIOD**

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

The fact that the Installation will be used and occupied by the Employer during the guarantee period shall in no way exempt the Contractor from his responsibility under this clause. Should a non-urgent fault occur during the guarantee period the Contractor will be advised, and he shall repair the fault in good time.

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

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

Should the frequency and breakdown/s, in the opinion of the Project Manager, become so regular as to constitute 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**

##### **Electrical**

Only registered Electricians to be employed for any electrical work

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

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

Normal plugs to be white and dedicated plugs to be red

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

Legend card in DB to be up to date

Electrical Certificate of Completion to be issued on completion

All material to be SABS approved

All installations to comply with SANS10142 installation rules

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

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

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

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

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## **WORKS AGREEMENT**

### **Contractor: The contractor shall:**

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

### **Completion**

#### **Practical Completion**

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

Where the works:

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

#### **Final Completion**

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

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

- Hand over the site to the contractor by the date stated in the schedule. The construction period and latent defects liability period shall commence with the handover of the site.
- Arrange for water, sewer and electrical connections as required and pay all fees concerning this.



- Provide water and electricity as required for the execution of the works free of charge.
- Not issue instructions to, interfere with, hinder or obstruct any of the contractor's workers or any other persons employed or acting on behalf of the contractor.

**Risk and Insurance**

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

**Safety**

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

**Programme**

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

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



## 6. FORM OF OFFER (SBD 7)

### Offer

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

-----  
The BIDDER, 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 BIDDER, deemed to be duly authorized, signing this part of this form of offer and acceptance, the BIDDER 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 BIDDER before the end of the period of validity stated in the submission data, whereupon the BIDDER becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) .....  
Name(s) .....  
Capacity .....

### for the Bidder

(Name and .....  
address of organization/) .....  
...  
.....

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

## 7. RFQ EVALUATION PROCESS AND CRITERIA

The RFQ will be evaluated by the Cross Functional Evaluation Team (CFET) and the successful service provider will be selected based on a Four-stage approach (4-Stages):

### **STAGE 1: ADMINISTRATIVE REQUIREMENTS:**

All incomplete submissions and respondents who do not meet the minimum requirements at quotation submission will be eliminated from further evaluation.

### **STAGE 2: MANDATORY TECHNICAL**

At this stage, it must be determined what documents are required to be returned by Bidders. Returnable documents are categorized as follows:

### **STAGE 3: TECHNICAL FUNCTIONALITY EVALUATION**

Determination of **Functionality** to progress to the third stage, the Bidder must score a minimum of 75%.

### **STAGE 4: PRICE AND SPECIFIC GOALS**

The final evaluation phase will be based on **Price and Specific Goals.**

Determination of Percentage for Price – 80 percentage, & Determination of level for Specific Goals – 20 percentages.

#### **7.1 STAGE 1: ADMINISTRATIVE COMPLIANCE**

- Administrative compliance/responsiveness will be tested based on returnable documents submitted and signatures on the Bid documents.

##### **a) Mandatory Returnable Documents (to be returned by Bidders)**

**(NOTE: Failure to provide the below listed documents WILL lead to disqualification)**

1. The Service Providers to have to agree with all NHLS General Conditions of Bid, RFQ and Conditions of Contract (GCC)	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The Bidder must submit and attach to the bid response the signed and accepted NHLS General Conditions of Bid, RFQ and Conditions of Contract (GCC).</b>		
2. Fully completed and signed Declaration of Interest SBD 4	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The Bidder must submit and attach to the bid response the signed Declaration of Interest SBD 4</b>		
3. TAX Clearance Certificate and/or TAX verification Pin and/or TAX Compliance Status Letter.	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The Bidder must submit and attach to the bid response a valid TAX Clearance Certificate and/or TAX verification Pin and/or TAX Compliance Status Letter issued by the South African Revenue Services (SARS).</b>		

4. The Bidder must provide the CSD (Central Supplier Database) Registration number (MAAA number) / Attach the CSD Summary Report	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The Bidder must provide the CSD (Central Supplier Database) Registration number (MAAA number) / Attach the updated CSD Summary Report.</b>		

5. The Service Providers must provide a BBBEE certificate or sworn affidavit (valid only for 12 months)	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The Bidder must submit and attach to the bid response the copy of BBBEE certificate or sworn affidavit.</b>		

6. The Service Providers must fully complete and sign the SBD 6.1 (PREFERENCE POINTS CLAIM FORM)	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The Bidder must submit and attach to the bid response the SBD 6.1 (PREFERENCE POINTS CLAIM FORM)</b>		

**7.2 STAGE 2: MANDATORY (TECHNICAL) REQUIREMENTS (NOTE: Failure to provide the below listed technical documents WILL lead to disqualification).**

- Mandatory compliance/responsiveness will be tested based on returnable documents submitted.
- At this stage, it must be determined what documents are required to be returned by Bidders.

1. CIDB grading (1EB/EP or Higher)	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The Bidder must attach to the bid response a copy of the CIDB grading (1EB/EP) or Higher registration/ certificate.</b>		

2. Letter of good standing COIDA	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The Bidder must attach to the bid response a copy of a letter of good standing COIDA.</b>		

3. Electrical Trade Test	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The Bidder must attach to the bid response a copy of the electrical trade test certificate.</b>		

4. Electrical Wiremen's license	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The Bidder must attach to the bid response a copy of the Installation electrician with valid D.O.L registration</b>		

5. Electrical contractors' association SA (ECASA)	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The Bidder must attach to the bid response a copy of the electrical contractors association SA.</b>		

### 7.3 STAGE 3: TECHNICAL FUNCTIONALITY EVALUATION

Determination of **Functionality** to progress to the third stage, the Bidder must score a minimum of 75%.

#	Criteria	Weight
1.	<b>Company Experience</b> 5-year company Experience in related field, attach either CK, registration documents, old references which are older as a proof.	<b>Weight (15%)</b> 5 years' experience or more = 15 4 years' experience and less = 5
2.	Three (3) copies of contactable reference or completion certificate, on client's letterhead, with contact details <b>(mechanical or electrical maintenance related works)</b>	<b>Weight (15%)</b> 3 x References or more = 15 2 x References or less = 5
3.	Provide copy of CV and Certificate of 3 years experienced project manager/supervisor to manage the <b>project.</b>	<b>Weight (15%)</b> 3 years' experience or more = 15 2 years' experience or less = 5
4.	<b>Bidder to Provide copy of proof of business address</b> The bidder must provide copy of business address on company or director's name or lease agreement. <b>Substantiation: Please provide proof (e.g. copy of registration certificate.</b>	<b>Weight (20%)</b> 10km to 20km within Cape Town = 20 Outside Cape Town = 10 NO business address (s) submitted = 0
5.	Electrical trade Test (Tradesman should be available on the day of site handover to contractor and to the client)	<b>Weight (20%)</b> 4-years' experience or more = 20 3-years' experience and below = 10 No proof submitted = 0
	<b>Total Points</b>	<b>100%</b>
	<b>Minimum Threshold is 75%</b>	

### 4.4 STAGE 4: PRICE AND SPECIFIC GOALS CRITERIA

Bids will be evaluated on the basis of the PPPFA 80/20-point system as presented in the Preferential Procurement Regulations 2022, for this purpose SBD 6.1 form should be scrutinized, completed and submitted together with your quotation.

The 80/20-point system will be as follows:

<b>Price Assessment</b>	<b>80 Points</b>
<b>Specific Goals</b>	<b>20 Points</b>

## 8. SCHEDULE OF WORK CARRIED OUT BY THE BIDDER

The Bidder must indicate in the spaces provided below a complete list of similar contracts awarded over the last five (5) years, including the current contract (if any). This information shall be deemed to be material to the award of this bid.

Company Name	Nature of work	Value of the work	Contact person & contact number	Duration of the project (Start and end date)

**Signature of person authorized to sign the bid:**

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

## 9. DECLARATION OF INTEREST

**SBD4**

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the Bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

#### 2. Bidder's declaration

2.1 Is the Bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2

Do you, or any person connected with the Bidder, have a relationship with any person who is employed by the procuring institution?

**YES/NO**


---

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2.1 If so, furnish particulars:

.....  
.....  
.....

2.3 Does the Bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

I, the undersigned, (name)..... in  
submitting  
the accompanying bid, do hereby make the following statements that I certify to be true  
and  
complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the Bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the Bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature Date

.....  
.....  
Position Name of Bidder



**SBD 6.1**
**10. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all Bidders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to quote (RFQ):
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 **To be completed by the organ of state**
- a) The 80/20 preference point system will be applicable in this RFQ. The lowest/ highest acceptable tender will be used to determine the accurate system once Bidders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- a) Price; and
  - b) Specific Goals.
- 1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a Bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a BIDDER, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

- a) **“bid”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- d) **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- e) **“Historically Disadvantaged Individual (HDI)”**

- i. Means a South African citizen who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) ("The Interim Constitution") and/or
- ii. Who is a female; and/or
- iii. Who has a disability
- f) **"Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- g) **"Youth"** Has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008)
- h) **"Specific goals"** means specific goals as contemplated in section 2(1)(d) of the PPPFA which may include contracting with persons, or group of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

### **3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES POINTS AWARDED FOR PRICE**

#### **3.1 POINTS AWARDED FOR PRICE**

##### **3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS**

A maximum of 80 points is allocated for price on the following basis:

**80/20**

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

#### **4. 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 Bidder 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 quotations for income-generating contracts, that either the 80/20 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 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 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

$$NEP = NOP \times \frac{EP}{100}$$

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 RFQ 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 BIDDERS: The Bidder must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Percentage Owned (To be completed by the BIDDER)	Number of points claimed (80/20 system) (To be completed by the BIDDER)
HDI	6	%	
Woman	4	%	
Disabled	1	%	
Youth	4	%	
Locality <ul style="list-style-type: none"> <li>City of Tshwane = 5</li> <li>Gauteng Province = 3</li> <li>National = 2</li> </ul>	5		
<b>Total Points</b>	<b>20</b>		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number: .....

4.5 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium  
☐ One-person business/sole propriety  
☐ Close corporation  
☐ Public Company  
☐ Personal Liability Company

- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

- 4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - a) disqualify the person from the tendering 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 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, if deemed necessary

.....  
**SIGNATURE(S) OF BIDDER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

## 10.1 IMPORTANT: PREFERENTIAL PROCUREMENT REGULATIONS, 2022 (OBJECTIVE CRITERIA)

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

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

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

The NHLS will evaluate the **past performance** of the bidder by assessing the completed project awarded in the past within the NHLS as objective criteria

### Schedule of work carried out by the bidder

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

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

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

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

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

## 11. AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall confirm their authority **by attaching to this form** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

**An example for a company is shown below:**

"By resolution of the board of directors passed on \_\_\_\_\_ 20 \_\_\_\_\_

Mr \_\_\_\_\_ has been duly  
authorized to sign all documents in connection with the Tender for Contract \_\_\_\_\_  
No \_\_\_\_\_ and any Contract, which may arise there from on behalf of

\_\_\_\_\_  
SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

AS WITNESSES: 1 \_\_\_\_\_

2 \_\_\_\_\_