



NATIONAL HEALTH LABORATORY SERVICE

REQUEST FOR QUOTATION (RFQ)

RE-ADVERT RFQ NO: 198714

DESCRIPTION: PREPARE AND REPAIR THE EXISTING 2-8°C WALK IN FRIDGES TO QA LABORATORY AT NHLS SANDRINGHAM CAMPUS

ISSUED BY:

SUPPLY CHAIN MANAGEMENT
NATIONAL HEALTH LABORATORY SERVICE
1 MODDERFONTEIN ROAD
SANDRINGHAM
2092

PREPARED BY

SUPPLY CHAIN MANAGEMENT
NATIONAL HEALTH LABORATORY SERVICE
1 MODDERFONTEIN ROAD
SANDRINGHAM
2092

Quotation Queries:

CONTACT NAME: Procurement Office

E-MAIL ADDRESS: Bhekinkosi.Sibiya@nhls.ac.za

Technical Queries:

CONTACT NAME: Procurement Office

E-MAIL ADDRESS: Bhekinkosi.Sibiya@nhls.ac.za

NAME OF A BIDDER.....

CLOSING DATE: 09 SEPTEMBER 2025 AT 11:00 AM,
COMPULSORY BRIEFING DATE: 27 AUGUST 2025 AT 10:00AM
QUOTATION VALIDITY PERIOD: 90 DAYS

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**RE-ADVERT RFQ NO: 198714-PREPARE AND REPAIR THE EXISTING 2-8°C WALK IN
FRIDGE TO QA LABORATORY AT NHLS SANDRINGHAM CAMPUS**

1. PART A Invitation to Bid

SBD 1

**PART A INVITATION
TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL HEALTH LABORATORY SERVICE (NHLS)					
BID NUMBER:	RFQ No: 198714	CLOSING DATE:	09 SEPTEMBER 2025	CLOSING TIME:	11:00
DESCRIPTION	PREPARE AND REPAIR THE EXISTING 2-8°C WALK IN FRIDGES TO QA LABORATORY AT NHLS SANDRINGHAM				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
NO.1 MODDERFONTEIN ROAD, SANDRINGHAM, JOHANNESBURG					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	PROCUREMENT OFFICE		CONTACT PERSON	PROCUREMENT OFFICE	
TELEPHONE NUMBER	011 386 6527		TELEPHONE NUMBER	011 386 6527	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Bhekinkosi.Sibiya@nhls.ac.za		E-MAIL ADDRESS	Bhekinkosi.Sibiya@nhls.ac.	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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]					

**RE-ADVERT RFQ NO: 198714-PREPARE AND REPAIR THE EXISTING 2-8°C WALK IN
FRIDGE TO QA LABORATORY AT NHLS SANDRINGHAM CAMPUS**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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 WWW.SARS.GOV.ZA.
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) Price (s) quoted must be within the RFQ threshold of R1 000 000.00 to be compliant and valid (Except when procuring through an established panel or transversal contract).
- f) 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.
- g) Any bidder who has reasons to believe that the RFQ specification is based on a specific brand must inform NHLS before RFQ closing date.
- h) 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.
- i) 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.
- j) **A compulsory clarification or site meeting or briefing will be conducted at: NHLS, No 1 Modderfontein Road, Sandringham, 27 AUGUST 2025 at 10:00am**
 - Respondents arriving after the allocated time of the briefing session and failing to attend the compulsory RFQ/Site briefing will be disqualified.
 - The tenderer 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.
- k) Writing must be in block letters and black ink.
- l) Quotation procedure using the two (2) stage system will apply:
- 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 Bhekinkosi.Sibiya@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.

Quotation must be All-Inclusive

- i. 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.
- ii. 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.
- iii. 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.
- iv. The offer must be in ZAR currency.
- v. The NHLS reserve the right to do due diligence on the quotations and to benchmark prices quoted.
- vi. 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. If 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. Except 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.

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FRIDGE TO QA LABORATORY AT NHLS SANDRINGHAM CAMPUS**

**FOR HAND DELIVERIES OF RESPONSES, PLEASE SUBMIT THE RFQ DOCUMENT TO NHLS
RFQ BOX, NO:1 MODDERFONTEIN ROAD, SANDRINGHAM.**

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

3. SCOPE OF WORKS

FORM OF QUOTATION SUPPLIER NAME: _____

DESCRIPTION: PREPARE AND REPAIR THE EXISTING 2-8° WALK IN FRIDGE TO QA LABORATORY, AT NHLS SANDRINGHAM CAMPUS.

Item	Description	Unit	Quantity	Rate	Amount
	<u>Walk-in fridge</u>				
1	Bill No1				
1.1	Remove the existing door, chromadeck panels (ISO panels) supply and fit new chromadeck panels (ISO panels) for room size, 2500mm x 3500mm x 2600mm high	item	1		
1.2	Safely remove the existing door, Supply and fit new 450mm thick x 1400mm wide x2100mm high door and complete with door with safety handle, one pre-wired vapor proof light fixture, light switch with pilot light, dial thermometer, manual internal lock override, chrome plated cam lift hinges, and chrome plated door latches with strike. Doors on outdoor walk-ins shall have weather protected light switch and door drip cap, complete with temperature gauge above door	no	1		
1.3	Supply and install new Equipped for 2 -8°c operating temp, Condensing Unit with Time Clock on all Units 220v Electric defrost evaporator coil; • R404A with 2x fan blowers' inside and compressor/ condensing unit outside) the unit should match the below spec or similar complete with indoor and outdoor units, suitable to cool 25m2 room Model: DL – 4.3/20 Capacity: 4.28 KW Motor Voltage : 220V Defrosting Power : 1.5 KW Area of Heat Transfer: 20m square Electric Pipe Voltage : 220 V	no	1		
					
2	<u>Polished stainless steel</u>				
2.1	Remove the existing wooden shelving and card away, Supply and fit stainless shelving, 900mm wide x	no	14		

	2000mm high x 50mm deep, shelves must be 300mm apart				
	Bill No.3				
3	<u>Electrical works</u>				
3.1	Supply and install adequate power supply from distribution board to compressor unit with isolator next to unit, including circuit breakers, isolators	no	1		
3.2	Supply and fit 5ft waterproof double tube fluorescent light fitting with diffuser complete with light switch	no	1		
3.3	Supply and install digital and probe for alarming purposes, NHLS will arrange for alarming company to connect the alarm to their system	no	1		
4	Bill No.4				
4.1	Remove the existing vinyl sheeting and cart away, Prepare floor to smooth finish self-levelling, allow for moisture barrier, supply and install 2 ^{mm} Eclipse Purr or classic mystique Purr or Mipolam Atlas vinyl sheeting with welded joints(maintenance free) as per specification, vinyl must go 120mm high against the wall including cove fillet and capping	m2	10		
5	<u>Compliance</u>				
	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)				
5.1	Supply certificate of compliance (COC) for electrical in completion	item	1		
	The unit should be installed by qualified refrigeration technician and electrical work should be done by qualified electrician, air con technician with artisan certificate and or electrician with license should be provided before installation, as per mandatory table				

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Provide the sum of R 20 000.00 (twenty Rand) for contingencies and design contingency, to be used as instructed by the project manager in terms of clause 17 of the Principal Building Agreement. shall be expended at the sole discretion of the Client. and deducted in whole or in part if not required Estimated time complete the project	Item	1		R20, 000.00
			SUB TOTAL	
			VAT	
			GRAND TOTAL	

EVALUATION CRITERIA

MANDATORY REQUIREMENTS

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

No.	Requirements	Compliance	
		Comply	Not Comply
1.	CIDB grading (2ME) or Higher.		
2.	Letter of good standing COIDA.		
3.	Industry regulator registration (SARACCA)		
4.	Electrical Wireman's Licence.		

FUNCTIONALITY EVALUATION.

This evaluation is based on the functional proposal submitted in envelope one (functional envelope). For this phase, there is a cut-off score of 70% and only the proposals that score 70% and above during the functional evaluation will be considered during the second phase of evaluation.

ANNEXURE A - FUNCTIONALITY EVALUATION

No	Evaluation Criteria	Proof Required	Score Allocation	Weighting (%)
1.	Bidding Company/Entity: must have at least five (5) years of relevant experience delivering similar services (Repairs of walk in fridges) .	Company Profile demonstrating experience over the past years.	20 = 9 years + 16 = More than 5 years but less than 8 years 12 = 5 years 8 = More than 3 years but less than 5 years 4 = 1 to 3 years 0 = Less than 1 year	20%
2.	Proof of relevant experience should be provided by means of Reference Letters for projects completed in line with CIDB grading. Submit at least 5x Reference Letters and or Practical Completion Certificates of similar work done detailing the following: (1) type of project, (2) period of the project, (3) scope of work, and (4) the result of the project. Reference letters from former clients confirming successful implementation to assist in evaluating required experience.	Submit reference letters and or Practical Completion Certificates.	0 = no case study 6 = 1 References Letter and or Practical Completion Certificate. 12 = 2 References Letters and or Practical Completion Certificates. 18 = 3 References Letters and or Practical Completion Certificates compliant with the details required. 24 = 4 References Letters and or Practical Completion Certificates compliant with the details required. 30 = 5 References Letters and or Practical Completion Certificates compliant with the details required.	30%

3 3.1	Project Team qualifications, skills and experience. Electrical Trade Test The Electrician must submit a comprehensive CV to demonstrate five (5) years of experience as well as a qualification in the following: Trade Test Certificate.	A comprehensive CV, Trade Test.	20 = Relevant qualification with 8 years relevant experience and above with Trade test Certificate. 16 = Relevant qualification with 6 years but less than 7 years' relevant experience and with and Trade test Certificate. 12 = Relevant qualification with five (5) years' relevant experience with Trade test Certificate. 8 = Relevant qualification with more than 3 years but less than 5 years' relevant experience with Trade test Certificate. 4 = Relevant qualification and 1-2 years' relevant experience with Trade test Certificate. 0 = Relevant qualification and less than 1 year of relevant experience and with no Trade test Certificate.	20%
3.2	Mechanical/ Refrigerants Trade Test The Mechanical/ Refrigerants must submit a comprehensive CV to demonstrate five (5) years' experience as well as a qualification in the following: Trade Test Certificate.	A comprehensive CV, Trade Test Certificate.	20 = Relevant qualification with 8 years relevant experience and above with and Trade test Certificate. 16 = Relevant qualification with 6 years but less than 7 years' relevant experience and with and Trade test Certificate. 12 = Relevant qualification with five (5) years' relevant experience and with and Trade test Certificate. 8 = Relevant qualification	20%

			with more than 3 years but less than 5 years' relevant experience and with and Trade test Certificate. 4 = Relevant qualification and 1-2 years' relevant experience and with and Trade test Certificate. 0 = Relevant qualification and less than 1 year of relevant experience and with no Trade test Certificate.	
4.	Project Approach and Methodology Bidders must submit (as part of their functional proposal) a comprehensive Project Execution Plan (PEP) comprising the approach to managing the following aspects of the project: • Risk • Change • Quality • Communications (Including stakeholder engagement, management and reporting). • Time • Scope	A comprehensive Project execution plan indicating all items listed.	10 points • Bidder has submitted a PEP, covering all the aspects mentioned. • Comprehensive and clear execution plan. • PEP clearly linked to scope and, time. 8 points • Bidder has submitted a PEP, covering at least the aspects mentioned. • Comprehensive and clear execution plan. • PEP clearly linked to scope and, time. 6 Points • Bidder has submitted a PEP, covering the majority of aspects mentioned. • Good and clear execution plan. • PEP clearly linked to scope and time	10%

			4 Points Bidder has submitted a PEP, covering at least half of the aspects mentioned. PEP is comprehensive and clear. PEP linked to scope and time. 2 Points • Bidder has submitted a few PEPS covering aspects mentioned. • Poor and unclear execution plan. PEP is not clearly linked to scope and time 0 Points • No PEP submitted	
TOTAL				100%

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.

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****AIR-CONDITIONERS**

Contractor to provide adequate power supply to air con unit

12 month warrantee to be included

Contractor is liable for any damages to structure

All work must be SABS approved

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

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

Electrical Certificate Of Compliance to be issued on completion

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

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

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

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

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

All Air-cons to be Inverter type

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

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.

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- 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

4. 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 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 Bidder

(Name and

address of organization/)

.....

Name and signature of witness Date

5. 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 three-phased approach.

STAGE 1: ADMINISTRATIVE COMPLIANCE:

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

STAGE 2: MANDATORY TECHNICAL REQUIREMENTS

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

STAGE 3: FUNCTIONALITY REQUIREMENT

This evaluation is based on the functional proposal submitted in envelope one (functional envelope). For this phase, there is a cut-off score of 70% and only the proposals that score 70% and above during the functional evaluation will be considered for further evaluation.

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 percentage.

STAGE 1: ADMINISTRATIVE COMPLIANCE

- Administrative compliance/responsiveness will be tested based on returnable documents submitted and signatures on the Bid documents.
- At this stage, it must be determined what documents are required to be returned by Bidders. Returnable documents are categorized as follows:

a) Administrative Returnable Documents (to be returned by Bidders)

1. The Service Providers to have to agree with all NHLS General Conditions of Bid, RFQ and Conditions of Contract	Comply	Do Not Comply
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).		
2. Fully completed and signed Declaration of Interest SBD 4	Comply	Do Not Comply
Substantiation: The bidder must submit and attach to the bid response the signed Declaration of Interest SBD 4		
3. Fully completed and signed RFQ document	Comply	Do Not Comply

Substantiation: The bidder must submit and attach to the bid response the fully completed and signed RFQ document. Bidder to initial each page of the RFQ document.

. Bidder *must* complete the pricing Schedule.

Comply

Do Not Comply

Substantiation: The bidder must submit and attach to the bid response fully completed pricing Schedule.

5. TAX Clearance Certificate and/or TAX verification Pin and/or

Comply

Do Not Comply

TAX Compliance Status Letter.

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).

6. The bidder must provide the CSD (Central Supplier Database) Registration number (MAAA number) / Attach the CSD Summary Report

Comply

Do Not Comply

Substantiation: The bidder must provide the CSD (Central Supplier Database) Registration number (MAAA number) / Attach the updated CSD Summary Report.

b) Essential Returnable Documents (to be returned by Bidders) Not a disqualification factor

1. B-BBEE Certificate and/or Affidavit.

Comply

Do Not Comply

Fully completed and signed preferential points claim form SBD 6.1.

Substantiation: The bidder must submit and attach to the bid response a copy of B-BBEE Certificate issued by an authorized body or person, or a sworn Affidavit prescribed by the B-BBEE Codes of Good Practice.

STAGE 2: MANDATORY TECHNICAL REQUIREMENTS

The bidder who fails to comply with the mandatory requirements will be disqualified

No.	Requirements	Compliance	
		Comply	Not Comply
1.	CIDB grading (2ME) or Higher.		
2.	Letter of good standing COIDA.		
3.	Industry regulator registration (SARACCA)		
4.	Electrical Wireman's Licence.		

STAGE 3: FUNCTIONALITY REQUIREMENT

The bidder who fails to meet the minimum threshold will be disqualified,
Refer to page 12 to 16

STAGE 4: PRICE AND SPECIFIC GOALS

Bid 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:

Price Assessment	80 Points
Specific Goals	20 Points

5. SCHEDULE OF WORK CARRIED OUT BY THE BIDDER

The bidder must indicate in the spaces provided below a complete list of similar contracts awarded, 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	Duration of the project (Start and end date)

Signature of person authorized to sign the bid: _____

Date: _____

6. 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 interest¹ 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

¹ 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 consortium² 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.

² 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.

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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
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, TENDERERS 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:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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 tenderer, 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)

“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

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:

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	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 formula is prescribed

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

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 tenderers: 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 tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	6	%	
Woman	4	%	
Disabled	1	%	
Youth	4	%	
Locality - City of Johannesburg = 5 - Gauteng Province = 2 - National = 0	5		
Total Points	20		

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:

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- 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 TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

8. 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 _____