



NATIONAL HEALTH LABORATORY SERVICE

REQUEST FOR QUOTATION (RFQ)

RFQ NO:199666

DESCRIPTION: REQUEST FOR SUPPLY AND INSTALLATION OF FENCING AROUND SKIP AREA AT NHLS SANDRINGHAM

ISSUED BY:

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

Quotation Queries:

CONTACT NAME: PROCUREMENT OFFICE

E-MAIL ADDRESS: procurementcorporate@nhls.ac.za

Technical Queries:

CONTACT NAME: PROCUREMENT OFFICE

E-MAIL ADDRESS: procurementcorporate@nhls.ac.za

NAME OF A BIDDER.....

CLOSING DATE: 05 DECEMBER 2025 AT 11:00

QUOTATION VALIDITY PERIOD: 90 days

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1 PART A Invitation to Bid (RFQ)
SBD 1
**PART A INVITATION
TO QUOTE**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL HEALTH LABORATORY SERVICE (NHLS)					
BID NUMBER:	RFQ NO:199666		CLOSING DATE:	05 DEC 25	CLOSING TIME: 11:00AM
DESCRIPTION	REQUEST FOR SUPPLY AND INSTALLATION OF FENCING AROUND SKIP AREA AT NHLS SANDRINGHAM				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
NHLS RECEPTION RFQ BOX NO.1 MODDERFONTEIN ROAD, SANDRINGHAM, JOHANNESBURG					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	PROCUREMENT DEPARTMENT		CONTACT PERSON	PROCUREMENT DEPARTMENT	
TELEPHONE NUMBER	011 386 6000		TELEPHONE NUMBER	011 386 6000	
E-MAIL ADDRESS	procurementcorporate@nhls.ac.za		E-MAIL ADDRESS	procurementcorporate@nhls.ac.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION No.					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		O R	CENTRAL SUPPLIER DATABAS E No:	MAAA _____
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK BOX] ☐	APPLICABLE ☐	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK BOX] ☐
	Yes	No			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]					

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, 2022, 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:

QUOTATION VALIDITY PERIOD

The quotation validity period is 90 days.

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) SBD 7 (Form of offer) must be completed, and should the total RFQ prices differ, the one indicated on the price declaration shall be considered the correct price 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.
- f) 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.
- g) A **compulsory site meeting**/briefing session will be conducted-**ON THE 01-DECEMBER-2025 @ 10h00.**
- h) Respondents arriving after the allocated time of the briefing session and failing to attend the compulsory RFQ/Site briefing will be disqualified
- i) No services must be rendered or goods delivered before an official NHLS Purchase Order form has been received.

- j) This RFQ will be evaluated in terms of the 80/20 preference point system prescribed by the Preferential Procurement Regulations, 2022.
- k) All questions regarding this RFQ must be forwarded to the procurementcorporate@nhls.ac.za 24 hours prior the RFQ closing date. The NHLS reserve the right to do due diligence on the quotations.
- l) The NHLS reserves the right to benchmark prices quoted.
- m) The General Conditions of Contract (GCC) issued by National Treasury are applicable.
- n) I Quotation 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.
 - vi. The NHLS reserves the right to benchmark prices quoted.
 - vii. 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.

1. 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.

**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 SPECIFICATIONS

FORM OF QUOTATION SUPPLIER NAME: _____

RFQ NO 199666

RFQ NO -199666; Supply and installation of fencing around skip area at nhls Sandringham.

Specification for supply and installation of fence around skip area.



RFQ NO: 199666

INVITATION TO QUOTE ON

DESCRIPTION: SUPPLY DELIVER AND ERECT CLEAR VIEW FENCING AROUND SKIP AREA AT SANDRINGHAM

COMPULSORY SITE MEETING: 01 DECEMBER 2025

ADDRESS: NO1 MODDERFONTEIN ROAD SANDRINGHAM, NHLS RECEPTION

CLOSING DATE: 05 DECEMBER 2025 @ 11H00 AT MODDERFONTEIN ROAD SANDRINGHAM, NHLS RECEPTION

DESCRIPTION: SUPPLY DELIVER AND ERECT CLEAR VIEW FENCING AROUND SKIP AREA AT SANDRINGHAM

description	Unit	Quantity	Rate	Amount
Bill No.1 Fencing Supply and fit new 3000mm high x 1200mm wide complete with 4mm black coated frame and clear view with V beam, horizontal strengthening bends finishing of powder coated dipped complete with clear view fixing kit for clear view (with all fittings) all gaps to be closed under the fence 76 has an aperture of 50X76 with the following specifications: Panel Size: 3.0m(high)X3m (width) 4 V-Bends. Mesh Opening: 50mmX76mm. Horizontal Wire: 4mm and Vertical Wire: 4mm Finish powder coated	no	40		
Supply and fit new 3000mm high x 1200mm wide complete with 4mm black coated frame and clear view with V beam, horizontal strengthening bends finishing of powder coated dipped complete with clear view fixing kit for clear view (with all fittings) all gaps to be closed under the fence 76 has an aperture of 50X76 with the following specifications: Panel Size: 3.0m(high)X3m (width) 4 V-Bends. Mesh Opening: 50mmX76mm. Horizontal Wire: 4mm and Vertical Wire: 4mm Finish powder coated	no	1		
Supply and fit new 3000mm high x 3050mm wide black coated clear view with V beam, horizontal strengthening bends finishing of powder coated dipped complete with clear view fixing kit for clear view (with all fittings) all gaps to be closed under the fence 76 has an aperture of 50X76 with the following specifications: • Panel Size: 3.0m(high)X3m (width) 4 V-Bends. • Mesh Opening: 50mmX76mm. • Horizontal Wire: 4mm and Vertical Wire: 4mm Finish powder coated.	no	40		
Bill No.2 Steel shade works Supply, dig and erect 76mm square tubing diameter x 2mm thick x 3300mm long pole, complete with concrete mix, 800mm deep in the ground with 500mm long x 6 spikes welded to each pole) 2500mm high above the ground (3.5mx3.5m)	no	4		
Supply and attach Rafters 150 x 50 x 20 x 2.0mm x 6.0m lengths LIP Channel	m	14		
Supply and attach cross LIP Channel supports 100 x 50 x 20 x 2.0 x 3.5m lengths	m	7		
Supply and fit new 686 x 0.50mm x 3.6m lengths IBR green powder coated Chromadeck roof sheeting complete with 2x25mm tek screws and washers	no	6		
Bill No.3 Painting works Prepare all steel surfaces and one coat paint with red oxide primer, and 2 coats of paint with white enamel plascon for similar 2 coats as per specification	item	1		

Bill No.4 Plumbing and rainwater goods Supply and fit new chromadek gutter to green the existing colour Supply and fit new chromadek down pipes complete with all fitting, outlet, shoe etc, to green colour	m	3.5		
	m	2.5		
Bill No.5 Electrical work Prepare, supply and connect 2.5mm 4 core cable from IT building to skip area, complete with 20mm conduit and 40amp MCCB including cutting and repair of tar, paving and concrete (allow or 600mm depth) Remove the existing wall plugs supply and fit new steel powder coated double plugs and cover(4x4) interface and surface as per specification Supply and fit new surface mounted wall switch and covers as per specification Issue electrical COC in completion Contingency Allow the amount of R 20 000-00 (twenty Thousand Rand) for contingency to be used at the discretion of the Principal Agent and deducted in whole or in part if not required	98	m		
	no	2		
	no	4		
	item	1		
	item			R20 000,00
Estimated time completion work under				
SUB TOTAL				
VAT				
GRAND TOTAL				

Following are deemed as mandatory and regulatory requirements and failure to comply will result in disqualification of a proposal. No unanswered questions will be allowed. If a response to a question has been submitted 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 compliance 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 (2GB/CE)		
2	Electrical Wire man's license		
3	Letter of good standing COIDA		
5	Three (3) copies of contactable reference or completion certificate, on client's letterhead, with contact details		
6	3-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**

TE	REQUIRED REFERENCE OR COMPLETION CERTIFICATES	CONTRACT VALUE OF PROJECT PREVIOUSLY DONE
00.00 ove	Three(3) copies of contactable reference or completion certificate, , on client's letterhead, with contact details, valid e-mail address, office telephone, cell phone and business address	At least 3x R200,000.00 and above

GUARANTEE, MAINTENANCE, PENALTY AND RETENTION PERIOD

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

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

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

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

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

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

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

PRELIMINARIES

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

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_____

Supply and delivery; It will be the full responsibility of the service provider to deliver and offload the item.

- **The service provider must be Tax Compliant.**
- **The service provider should charge based on market rate or around market-value pricing.**
- **The service provider must have good reference or supporting documents that prove that they.**

- (i) Adhere to the delivery deadlines.**
- (ii)Able to provide number quantity or items needed without deviation.**

1. PRICING

5.1 Pricing should be submitted as per **Annexure A** (Pricing Schedule).

PRICING SCHEDULE: ANNEXURE A

The following costs should be specified and will be included in this bid:

Description	Unit	Rate	Cost excl vat
Supply and installation of fencing around skip area			
TOTAL			
PLUS 15% VAT			
GRAND TOTAL			
Estimated time to complete work above			

Notes:

- All traveling and delivery expenses must be included in the pricing schedule.

- Bidder must quote for all the line items and columns. Failure to do so will result in your bid being non-responsive.
- The tender/ RFQ will be awarded to one (1) bidder.

PLEASE INDICATE THE DELIVERY PERIOD: _____

PLEASE CONSULT YOUR LOADSHEDDING SCHEDULE FOR YOUR AREA, AS NO EXCEPTIONS WILL BE MADE FOR QUOTATION RECEIVED LATE

THE EVALUATION PROCESS

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 (3-Stages)

Stage 1: Administrative Compliance:

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

Stage 2: Mandatory (Technical) Requirements:

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

Stage 3: Price and Specific Goals

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

- a) Determination of Percentage for Price – 80 points,
- b) Determination of level for Specific Goals – 20 points.

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)

(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).	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
4. Bidder <i>must</i> complete the pricing Schedule (Pages 7 and 8).	Comply	Do Not Comply
5. TAX Clearance Certificate or TAX verification Pin or TAX Compliance Status Letter	Comply	Do Not Comply

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

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

1. B-BBEE Certificate and/or Affidavit. Fully completed and signed preferential points claim form SBD 6.1.	Comply	Do Not Comply

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

Stage 2: Mandatory (Technical) Requirements:

1. Please attach 3 reference letters aligning to the request of supplying and installing fencing/equivalent.	Comply	Do Not Comply

STAGE 3: Price and Specific Goals Criteria

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

10. 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:

11 -----

The tenderer, identified in the offer signature block, has examined the documents listed in the submission data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

Rand.
..... (in words).
R (in figures)

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

Signature(s)
Name(s)
Capacity

for the tenderer

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

30 Name and signature of witness Date

31 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: _____

- 2. Date:
- 3. 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.

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

5 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 tender/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:

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 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 tender and points claimed are indicated per the table below.

(Note to organs of state: Where 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 B

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

