



# NATIONAL HEALTH LABORATORY SERVICE

## REQUEST FOR QUOTATION (RFQ)

RFQ NO:2025/6-GP1905  
CIDB Reference no:100113209

**DESCRIPTION:** Proposal for supply and installation of network cabinet with 8way power strips  
at NHLS Immunology Laboratory, Braamfontein campus, Gauteng Region

**ISSUED BY:**

SUPPLY CHAIN MANAGEMENT  
CNR HOSPITAL AND DE KORTE STREET  
BRAAMFONTEIN,  
SECURITY OFFICE.

**PREPARED BY:**

SUPPLY CHAIN MANAGEMENT  
CNR HOSPITAL AND DE KORTE STREET  
BRAAMFONTEIN,  
SECURITY OFFICE.

**Quotation Queries:**

CONTACT NAME: GAUTENG PROCUREMENT

**E-MAIL ADDRESS:**

gauteng.procurement@nhls.ac.za

**Technical Queries:**

CONTACT NAME: GAUTENG PROCUREMENT

**E-MAIL ADDRESS:**

gauteng.procurement@nhls.ac.za

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

**COMPULSORY BRIEFING: DATE** **N/A**

**VENUE:** Heidelberg Hospital, Main parking Area

**CLOSING DATE:** 11 February 2026 at 11:00

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

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

|   |  |                                       |  |  |   |
|---|--|---------------------------------------|--|--|---|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL HEALTH LABORATORY SERVICE (NHLS)</b>  |  |                                       |  |  |   |
| <b>BID NUMBER:</b>  | <b>RFQ NO:2025/6-GP1905</b>  | <b>CLOSING DATE: 11 February 2026</b> |  | <b>CLOSING TIME:</b>   | <b>11:00AM</b>  |
| <b>DESCRIPTION</b>  | Proposal for supply and installation of network cabinet with 8 way power strips at NHLS Immunology Laboratory, Braamfontein campus, Gauteng Region |                                       |  |  |   |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>  |  |                                       |  |  |   |
| NHLS RECEPTION: RFQ BOX: CNR HOSPITAL AND DE KORTE STREET, BRAAMFONTEIN, SECURITY OFFICE.   |  |                                       |  |  |   |
|   |  |                                       |  |  |   |
|   |  |                                       |  |  |   |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>   |  |                                       | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b> |  |   |
| <b>CONTACT PERSON</b>   | <b>GAUTENG PROCUREMENT</b>   |                                       | <b>CONTACT PERSON</b>                          | <b>GAUTENG PROCUREMENT</b>   |   |
| <b>E-MAIL ADDRESS</b>   | <a href="mailto:gauteng.procurement@nhls.ac.za">gauteng.procurement@nhls.ac.za</a>   |                                       | <b>E-MAIL ADDRESS</b>                          | <a href="mailto:gauteng.procurement@nhls.ac.za">gauteng.procurement@nhls.ac.za</a> |   |
| <b>SUPPLIER INFORMATION</b>   |  |                                       |  |  |   |
| <b>NAME OF BIDDER</b>   |  |                                       |  |  |   |
| <b>POSTAL ADDRESS</b>   |  |                                       |  |  |   |
| <b>STREET ADDRESS</b>   |  |                                       |  |  |   |
| <b>TELEPHONE NUMBER</b>   | <b>CODE</b>  |                                       | <b>NUMBER</b>                                  |  |   |
| <b>CELLPHONE NUMBER</b>   |  |                                       |  |  |   |
| <b>FACSIMILE NUMBER</b>   | <b>CODE</b>  |                                       | <b>NUMBER</b>                                  |  |   |
| <b>E-MAIL ADDRESS</b>   |  |                                       |  |  |   |
| <b>VAT REGISTRATION NUMBER</b>  |  |                                       |  |  |   |
| <b>SUPPLIER COMPLIANCE STATUS</b>   | <b>TAX COMPLIANCE SYSTEM PIN:</b>  |                                       | <b>O R</b>                                     | <b>CENTRAL SUPPLIER DATABASE No:</b>   | <b>MAAA</b>   |
| <b>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</b>   | <b>TICK APPLICABLE BOX]</b><br><br>Yes                      No   |                                       | <b>B-BBEE STATUS SWORN AFFIDAVIT</b>           |  | <b>[TICK APPLICABLE BOX]</b><br><br>Yes                      No |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |  |                                       |  |  |   |

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

|  |
|--|
| <b>1. BID SUBMISSION:</b>  |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   |
| <b>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>  |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| <b>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>   |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>  |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.   |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.  |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE 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) SDB 7 (form of offer) must be completed, and should the total RFQ prices differ, the one indicated on the form of offer shall be considered the correct price.
  - f) Any bidder who has reasons to believe that the RFQ specification is based on a specific brand must inform NHLS before RFQ closing date
  - g) Bidders are required to submit a valid Tax Clearance Certificate and Tax clearance verification PIN, Failure to submit the Tax Pin and valid Tax Clearance Certificate will result in the invalidation of this RFQ.
  - h) It is the responsibility of the bidder to ensure that NHLS is in possession of the bidder's valid Tax Clearance certificate. The onus is on the bidder to ensure that NHLS receives a valid Tax Certificate as soon as the validity of the said certificate expires.
    - **A compulsory clarification site meeting or briefing session: N/A**  
 The bidder shall inspect and examine the Site and its surroundings and shall satisfy himself/herself before submitting his/her quotation. The bidder must be represented at the site inspection by a person who is suitably qualified and experiences to comprehend the implications of the work involved.
    - The contractor will be responsible for final measurements.
  - i) Writing must be in block letters and black ink.
  - j) Quotation procedure using the two (2) stage system will apply: **Not applicable**.
  - k) Respondents arriving after the allocated time of the briefing session and failing to attend the compulsory RFQ/Site briefing will be disqualified
  - l) No services must be rendered or goods delivered before an official NHLS Purchase Order form has been received.
  - m) This RFQ will be evaluated in terms of the 80/20 preference point system prescribed by the Preferential Procurement Regulations, 2022.
  - n) All questions regarding this RFQ must be forwarded to the [gauteng.procurement@nhls.ac.za](mailto:gauteng.procurement@nhls.ac.za) 24 hours prior the RFQ closing date.
  - o) The General Conditions of Contract (GCC) issued by National Treasury are applicable.
  - p) 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.

#### **Objective Criteria limit of active NHLS projects- Preferential Procurement Regulations S21f of 2022**

- According to the Preferential Procurement Policy Framework Act (PPPFA), 2000: Preferential Procurement Regulations, 2022
- The bid will be awarded subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000). Section 2 (1)(f) of the Act states that "the contract must be awarded to the bidder who scores the highest points, unless objective criteria in addition to those contemplated in paragraph (d) and (e) justify the award to another bidder".
- The NHLS will evaluate the **past performance** of the bidder by assessing the completed project awarded in the past within the NHLS as an **objective criterion**.

**Schedule of work carried out by the bidder at NHLS**

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

| No | Description of contract | Contract Amount (R) | Duration of the contract/projects (Start and end date) | Project completed (Yes/No)<br>If yes, attach the completion certificate | Contact person and contact number |
|----|-------------------------|---------------------|--|---|-----------------------------------|
| 1  |                         |                     |  |   |                                   |
| 2  |                         |                     |  |   |                                   |
| 3  |                         |                     |  |   |                                   |
| 4  |                         |                     |  |   |                                   |
| 5  |                         |                     |  |   |                                   |
| 6  |                         |                     |  |   |                                   |
| 7  |                         |                     |  |   |                                   |

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

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

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

**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, CNR HOSPITAL AND DE KORTE STREET, BRAAMFONTEIN, SECURITY OFFICE.**

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

### 3. SUBMISSION DATA

| Clause number | Submission Data  |
|---------------|--|
|               | <p>This Request for quotation is intended to allow the successful bidder to specify and present their skills and expertise for the above-mentioned services to CIDB. Final acceptance of any quotation is not guaranteed, this being the exclusive right of CIDB.</p> <p>Terms and conditions of expression of interest (Annex D as published/ amended by CIDB in August 2019) contained in Annex D of the CIDB Standard for Uniformity in National Health Laboratory Services (August 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 of 08 August 2019. (See <a href="http://www.cidb.org.za">www.cidb.org.za</a>).</p> <p>The standard conditions of expression of interest for procurements make several references to the submission data for details that apply specifically to this quotation. The submission data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid .</p> <p>Each item of submission data given below is cross-referenced to the clause in the standard conditions of bidder to which it mainly applies.</p> |
| A.1.1         | The employer is the <b>NHLS</b>  |
| B.1.2         | <p>For this contract, the following documents will be adopted:</p> <p>The <b>single volume</b> procurement document issued by the employer comprises of the following:</p> <p><b>The Request for quotation</b></p> <p><b>Part A 1: Bidding procedures</b></p> <p>A 1.1 - Notice and invitation to Submit Proposal</p> <p>B 1.2 - Submission data</p> <p><b>Part B.2: Returnable documents</b></p> <p>B.2.1 - List of returnable documents</p> <p>B.2.2 – Mandatory documents and Technical</p> <p><b>Part C2 - Pricing Data</b></p> <p>C2.1 – Bill of Quantity (BOQ)</p>   |
| C.1.4         | <p>The Employer's agent for the purpose of this quotation is deemed to be the authorised and designated representative of the Employer:</p> <p>Name: Gauteng Procurement</p> <p>E-mail Address: <a href="mailto:Gauteng.procurement@nhls.ac.za">Gauteng.procurement@nhls.ac.za</a></p>   |

|              |  |
|--------------|--|
| <b>C1.5</b>  | <b>Cancellation and Re-Invitation of Bids</b>  |
| C.1.5.1      | An employer may, prior to the award of the RFQ, cancel a RFQ if-<br>a) due to changed circumstances, there is no longer a need for the NHLS Standard spec<br>b) funds are no longer available to cover the total envisaged expenditure; or   |
|              | c) no acceptable bids are received.<br>d) there is a material irregularity in the bidder process.  |
| C.1.5.2      | The decision to cancel request for quotation must be published in the same manner in which the original request for quotation was advertised   |
| C.1.5.3      | An employer may only with the prior approval of the relevant treasury cancel request for quotation invitation for the second time.   |
| <b>D.1.6</b> | <b>Procurement procedures</b>  |
| D.1.6.1      | Unless otherwise stated in the submission data, a contract will, subject to E.3.13, be concluded with the bidder who in terms of E.3.11 is the highest ranked or the bidder scoring the highest number of RFQ evaluation points, as relevant, based on the RFQ submissions that are received at the closing time for RFQ.  |
| <b>D.2.</b>  | <b>Competitive negotiation procedure</b>   |
| D.2.1        | All responsive bidders or at least a minimum of not less than three responsive bidders that are highest ranked in terms of the evaluation criteria stated in the submission data shall be invited to enter competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.<br><br>Notwithstanding the provisions of E.2.17, the employer may request that bids be clarified, specified and fine-tuned to improve a bidder's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect. |
| D.2.3        | At the conclusion of each round of negotiations, bidders shall be invited by the employer to revise their bidder offer based on the same evaluation criteria, with or without adjusted weightings. Bidders shall be advised when they are to submit their best and final offer.  |
| D.2.4        | The contract shall be awarded in accordance with the provisions of E.3.11 and E.3.13 after bidders have been requested to submit their best and final offer.   |
| <b>E.2</b>   | <b>Bidder's obligations</b>  |

|       |   |
|-------|---|
| E.2.1 | <p><b>Eligibility</b></p> <p>Only those bidders who satisfy the following criteria are eligible to submit bid s: a) <b>Molex, Krone or any other recognised structured cabling certificate</b></p> <p><b>b) Fibre Optic certificate</b></p> <p><b>c) CIDB Grade:1ME or higher</b></p> |
|-------|---|

|        |  |
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|        |  |
| E.2.2  | <p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <p>(a) Availability of resources</p> <p>(b) Availability of skills to manage and perform the contract</p> <p>(c) Previous experience on contracts of a similar value and nature</p> <p>(d) A letter on the companies' letterhead stating that the contractor has sufficient capacity to execute the project</p> <p>(e) Material Data Sheet</p> |
| E.2.   | <b>Cost of Bidding</b>   |
| E.2.1  | The Employer will not compensate the bidder for any costs incurred in attending interviews or making any submissions in the office of the Employer   |
| E.2. 3 | The cost of the bidder documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the bidder documents on its website so as not to incur any costs pertaining to the printing of the RFQ documents. <sup>1</sup>  |
| F.3.1  | <p><b>Check documents</b></p> <p>Check the bidder documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>  |
| F.4.1. | <p><b>Confidentiality and copyright of documents</b></p> <p>Treat as confidential all matters arising in connection with the RFQ, Use and copy the documents issued by the employer only for the purpose of preparing and submitting a RFQ response to the invitation.</p>   |

|        |   |
|--------|---|
| F.4.2  | <p><b>Acknowledge addenda</b></p> <p>Acknowledge receipt of addenda to the bidder documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the RFQ submission data, in order to take the addenda into account.</p>                                    |
| F.4.3  | <p><b>Clarification meeting</b></p> <p>A compulsory clarification meeting with representatives of the Employer</p> <p>Bidder must sign the attendance list in the name of the bidding entity. Addendum will be issued to the bidders only from those bidding entities appearing on the attendance list.</p> |
| F.4.4  | <p><b>Seek clarification</b></p> <p>Request clarification of the bidder documents, if necessary, by notifying the employer at least five (3) working days before the closing time stated in the NHLS RFQ, (COIDA)</p>   |
| F.4.5  | <p><b>Insurance</b></p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The bidder is advised to seek qualified advice regarding insurance.</p>           |
| F.5.1. | <p><b>Pricing the RFQ BOQ</b></p>   |
| F.5.2. | <p>This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.</p>   |
| F.6.1  | <p><b>Alterations to documents</b></p> <p>Do not make any alterations or additions to the bidder documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder. All signatories to the bidder offer shall initial all such alterations.</p>       |
| F.6.2  | <p><b>Alternative RFQ offers</b></p> <p>No alternative bidder offers will be considered</p>   |
| F.7.   | <p><b>Submitting a RFQ Responses</b></p>  |
| F.1.1  | <p>Submit one bidder offer only as a single bidding entity to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the RFQ document</p>   |
| F.1.2  | <p>Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p>   |

|       |  |
|-------|--|
| F.1.3 | Submit the parts of the RFQ offer communicated on paper as an original the RFQ Document with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.   |
| F.1.4 | Sign the original of the RFQ Document where required in terms of the <b>RFQ</b> document. The employer will hold all authorized signatories liable on behalf of the RFQ  |
| F.1.5 | <p>Bidders are requested to deliver the submission in one envelope. The Employer's address for delivery of RFQ and identification details to be shown on each bidder offer package are:</p> <p><b>Title to appear on envelope or attachment one (1):</b></p> <p><b>RFQ No: 2025/6- GP1905– Proposal for supply and installation of Network cabinet at NHLS Immunology Laboratory, Braamfontein campus-Gauteng Region</b></p> <p>This envelope must contain the Returnable, SCM Documentation and Relevant Annexures. This envelope</p> |

|         |   |
|---------|---|
|         | <p>must contain <b>printed copies</b> of all the pages in this document, duly completed and signed,</p> <p><b>Title to appear on envelope or attachment two (2):</b></p> <p>2. RFQ NO.: _____ (<b>FINANCIAL QUOTATIONS</b>)</p> <p>This envelope will contain the Pricing Schedules (Bills of Quantities) and RFQ document as published.</p> <p>For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids are clearly marked and are easily identifiable by the company's logo or name.</p> |
| F.1.6.1 | Accept that the employer will not assume any responsibility for the misplacement or premature opening of the bidder offer if the outer package is not sealed and marked as stated.  |
| F.1.6.2 | <p><b>Closing time</b></p> <p>The closing time for submission of Quotation is <b>11 February 2026 at 11h00am</b>.</p> <p>cidb is not obliged to accept the lowest or any bidder and reserves the right to accept any bidder in whole or in part.</p>  |
| F.1.6.3 | The RFQ validity 90 days period is from the closing date.   |
| F.2.    | <p><b>Clarification of bidder offer after submission</b></p> <p>Provide clarification of request for quotation in response to a request to do so from the employer during the evaluation of bidder offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of bidders or substance of the bidder offer is sought, offered, or permitted.</p>   |

|         |  |
|---------|--|
| F.2.1   | The Bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements. |
| F.2.2   | <b>Inspections, tests and analysis</b><br>Provide access during working hours to premises for inspections, tests and analysis as provided for in the submission data.  |
| F.2.3   | <b>Submit securities, bonds and policies</b><br>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.    |
| F.2.3.1 | Provide access during working hours to premises for inspections, tests and analysis as provided for in the submission data.  |
| F.2.3.2 | The Bidder is required to submit with his/her bidder all documents and schedules listed under E2.1 and E2.2.   |
| F.2.3.3 | Canvassing and obtaining of additional information by bidders<br>The Bidder shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of bid s.   |

|   |  |
|---|--|
| <b>E.2.4.3</b>  | <p><b>Prohibitions on awards to persons in service of the state</b></p> <p>The Employer is prohibited to award a quotation to a person -</p> <ul style="list-style-type: none"> <li>a) who is in the service of the state; or</li> <li>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li> <li>c) a person who is an advisor or consultant contracted with the Department.</li> </ul> <p><b>In the service of the state</b> means to be -</p> <ul style="list-style-type: none"> <li>a) a member of:- <ul style="list-style-type: none"> <li>• any municipal council;</li> <li>• any provincial legislature; or</li> <li>• the National Assembly or the National Council of Provinces;</li> </ul> </li> <li>b) a member of the board of directors of any municipal entity;</li> <li>c) an official of any municipality or municipal entity;</li> <li>d) an employee of any national or provincial department;</li> <li>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>f) a member of the accounting authority of any national or provincial public entity; or</li> <li>g) An employee of Parliament or a provincial legislature.</li> </ul> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the bidder of persons in service of state in part E2 of this procurement document must be completed.</p> |
| <b>G.3.</b>   | <b>The employer's undertakings</b>   |
| <p><b>Add the following new clause</b><br/><b>G.3.1</b></p> | <p><b>Respond to requests from the bidder</b></p> <p>The Employer will respond to requests for clarification received up to five (3) working days before the bidder closing time.</p>  |
| <p><b>Add the following new clause</b><br/><b>G.3.2</b></p> | <p><b>Issue Addenda</b></p> <p>Addenda will be issued until five (3) working days before the bidder closing time.</p>  |
| <b>H.4</b>  | <b>Arithmetical errors, omissions and discrepancies</b>  |

|       |   |
|-------|---|
| H.4.1 | <p>Check the highest ranked bids or bidders with the highest number of bidder evaluation points after the evaluation of bidder offers in accordance with E.3.11 for:</p> <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities;</li> <li>or c) arithmetic errors in:</li> </ul> <p>line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.</p>  |
| H.4.2 | <p>The arithmetical errors shall be corrected in the following manner:</p> <ul style="list-style-type: none"> <li>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</li> <li>b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</li> <li>c) Where there is an error in the total of the prices either as a result of other Corrections required by this checking process or in the bid er's addition of prices, the total of the prices shall govern and the bidder will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the bid ed total of the prices.</li> </ul> <p>The Bidder Offer will be rejected if the bidder does not correct or accept the Correction of the arithmetical error in the manner described above.</p> |
| H.4.3 | <p><b>Functionality, Price and Preference</b></p> <p>The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in 3 stages.</p>  |
| H.4.5 | <p>Request for quotation will only be accepted on condition that:</p> <ul style="list-style-type: none"> <li>a) the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</li> <li>b) the bidder or any of its directors is not listed in the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> </ul>   |
|       | <ul style="list-style-type: none"> <li>c) the bidder has not: <ul style="list-style-type: none"> <li>i. abused the Employer's Supply Chain Management System; or</li> <li>ii. failed to perform on any previous contract and has been given a written notice to this effect.</li> </ul> </li> <li>d) Has completed the Compulsory Enterprise Questionnaire, SBD4, 6.1, 7.1, 8,9 and there are no conflicts of interest which may impact on the bid er's ability to perform</li> </ul>   |

|  |   |
|--|---|
|  | the contract in the best interests of the employer or potentially compromise the bidder process |
|  | i. Has submitted the documentation listed in E2.21 and E2.22                                    |

#### 4. SCOPE OF WORKS

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##### TERMS OF REFERENCE / SPECIFICATION



**RFQ NO:2025/6-GP1905**

##### INVITATION TO QUOTE ON

**DESCRIPTION:** Proposal for supply and installation of a network cabinet with 8 way power strips at NHLS Immunology Laboratory, Braamfontein campus- Gauteng Region

**COMPULSORY SITE BRIEFING:** N/A

**BRIEFING SESSION ADDRESS:** NHLS Braamfontein campus

**CLOSING DATE:** 11 February 2026

**BID DROF OFF ADDRESS:** @ 11H00am NHLS, Hospital & de Korte street, Braamfontein, QUOTE BOX

FORM OF QUOTATION:

SUPPLIER: .....

QUOTATION NO: .....

| <b>Braamfontein - Immunology Department (Official Technical Spec)</b>   |  |            |
|---|--|------------|
| <b>Item</b>   | <b>Scope</b>   | <b>Qty</b> |
| <b>1</b>  | Supply and Install a full 25u network cabinet (with 8-way power strip).To be installed at Office-101.  | <b>1</b>   |
| <b>2</b>  | Migrate all the equipment from the existing 9u network cabinet into the new 25U cabinet.9u network cabinet will be used at Office-208.   | <b>1</b>   |
| <b>3</b>  | Dismount the 9u network cabinet and mount it at Office-208.From Office-101 and install it at Office-208.   | <b>1</b>   |
| <b>4</b>  | Properly terminate all 48x UTP network points using the existing Molex Cat6A 48-port RJ45 patch panel.Terminate and properly label all the network points accordingly.Meticulously join all the UTP cables together (from the LAN into the newly installed cabinet). | <b>48</b>  |
| <b>5</b>  | Use a Molex consolidation point / junction box to swiftly join the UTP cables from the lab into the new 25u cabinet.   | <b>1</b>   |
| <b>6</b>  | Supply and Install brush panels.Molex brush panels to be used at Office-208.   | <b>3</b>   |
| <b>7</b>  | Supply and Install a patch panel.Molex 24-Port Patch Panel, to be used at Office-208.  | <b>1</b>   |
| <b>8</b>  | Install 4x full networks points (Offices not far from Office-208).   | <b>4</b>   |
| <b>9</b>  | Install 4x full networks points (Lab cubicles, not far from Office-101).   | <b>4</b>   |
| <b>10</b>   | Accordingly label all the 8x network points.   | <b>8</b>   |
| <b>11</b>   | Supply and Install 1x Cisco Catalyst 9200L Switch, 24xPoE+ Ports/4x1G Uplink.c9200L-24P-4G-E,  | <b>1</b>   |
| <b>12</b>   | Supply 1x Network Advantage License (for Item-11 device).We will apply the license during the configuration of the switch.   | <b>1</b>   |
| <b>13</b>   | Join the two network cabinets using a single mode cable, with the correct gbics (supporting at least 1 gigabits per second).Supply necessary Cisco gbics. Fiber optic distance = 150m (slack included).  | <b>2</b>   |
| <p><b>1. If the supplier is unsure about the scope of work, the supplier must inquire with the procurement officer in writing before quoting.</b></p> <p><b>2. All cabling work must be executed to a neat and tidy standard. Substandard or poor workmanship will not be invoiced/ paid.</b></p> <p><b>3. No job card will be signed off for any work that is incomplete or non-compliant.</b></p> |  |            |

## 1. PRICING

**NOTE:** All prices must be VAT inclusive and must be quoted in South African Rand (ZAR)

| <b>Braamfontein - Immunology Department (Official Technical Spec)</b>  |  |            |                                  |                               |
|--|--|------------|----------------------------------|-------------------------------|
| <b>Item</b>  | <b>Scope</b>   | <b>Qty</b> | <b>Unit Price<br/>(VAT Excl)</b> | <b>Total ( VAT<br/>Excl.)</b> |
| <b>1</b>   | Supply and Install a full 25u network cabinet (with 8-way power strip).To be installed at Office-101.  | <b>1</b>   | <b>R</b>                         | <b>R</b>                      |
| <b>2</b>   | Migrate all the equipment from the existing 9u network cabinet into the new 25U cabinet.9u network cabinet will be used at Office-208.   | <b>1</b>   | <b>R</b>                         | <b>R</b>                      |
| <b>3</b>   | Dismount the 9u network cabinet and mount it at Office-208.From Office-101 and install it at Office-208.   | <b>1</b>   | <b>R</b>                         |                               |
| <b>4</b>   | Properly terminate all 48x UTP network points using the existing Molex Cat6A 48-port RJ45 patch panel.Terminate and properly label all the network points accordingly.Meticulously join all the UTP cables together (from the LAN into the newly installed cabinet). | <b>48</b>  | <b>R</b>                         | <b>R</b>                      |
| <b>5</b>   | Use a Molex consolidation point / junction box to swiftly join the UTP cables from the lab into the new 25u cabinet.   | <b>1</b>   | <b>R</b>                         | <b>R</b>                      |
| <b>6</b>   | Supply and Install brush panels.Molex brush panels to be used at Office-208.   | <b>3</b>   | <b>R</b>                         | <b>R</b>                      |
| <b>7</b>   | Supply and Install a patch panel.Molex 24-Port Patch Panel, to be used at Office-208.  | <b>1</b>   | <b>R</b>                         | <b>R</b>                      |
| <b>8</b>   | Install 4x full networks points (Offices not far from Office-208).   | <b>4</b>   | <b>R</b>                         | <b>R</b>                      |
| <b>9</b>   | Install 4x full networks points (Lab cubicles, not far from Office-101).   | <b>4</b>   | <b>R</b>                         | <b>R</b>                      |
| <b>10</b>  | Accordingly label all the 8x network points.   | <b>8</b>   | <b>R</b>                         | <b>R</b>                      |
| <b>11</b>  | Supply and Install 1x Cisco Catalyst 9200L Switch, 24xPoE+ Ports/4x1G Uplink.c9200L-24P-4G-E,  | <b>1</b>   | <b>R</b>                         | <b>R</b>                      |
| <b>12</b>  | Supply 1x Network Advantage License (for Item-11 device).We will apply the license during the configuration of the switch.   | <b>1</b>   | <b>R</b>                         | <b>R</b>                      |
| <b>13</b>  | Join the two network cabinets using a single mode cable, with the correct gbics (supporting at least 1 gigabits per second).Supply necessary Cisco gbics. Fiber optic distance = 150m (slack included).  | <b>2</b>   | <b>R</b>                         | <b>R</b>                      |
| <b>Total excluding VAT</b>   |  |            | <b>R</b>                         | <b>R</b>                      |
| <b>VAT (15%)</b>   |  |            | <b>R</b>                         | <b>R</b>                      |
| <b>Total excluding VAT</b>   |  |            | <b>R</b>                         | <b>R</b>                      |
| <p>1. If the supplier is unsure about the scope of work, the supplier must inquire with the procurement officer in writing before quoting.</p> <p>2. All cabling work must be executed to a neat and tidy standard. Substandard or poor workmanship will not be invoiced/ paid.</p> <p>3. No job card will be signed off for any work that is incomplete or non-compliant.</p> |  |            |                                  |                               |

**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.

**6. FORM OF OFFER (SBD 7)**

**Offer**

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

-----  
The bid er, identified in the offer signature block, has examined the documents listed in the submission data and addenda

There to as listed in the returnable schedules, and by submitting this offer has accepted the condition of bid . By the representative of the bid er, deemed to be duly authorized, signing this part of this form offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

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

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

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

**for the bidder**

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

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

## 2. RFQ EVALUATION PROCESS AND CRITERIA

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

### **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 EVALUATION CRITERIA**

Determination of **Functionality** (100%). To progress to the fourth phase, the Bidder must score a minimum of 85%.

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

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

| 1. Proof of Attendance at Compulsory Briefing session. | Comply | Do Not Comply |
|--|--------|---------------|
|  |        |               |
| <b>Substantiation: No applicable</b>                   |        |               |

|   |               |                      |
|---|---------------|----------------------|
| 2. The Bidder must agree with all NHLS General Conditions of Bid, RFQ and Conditions of Contract (GCC)  | <b>Comply</b> | <b>Do Not Comply</b> |
|   |               |                      |
| <b>Substantiation: The Bidder must submit and attach to the bid response the signed and accepted NHLS General Conditions of RFQ and Conditions of Contract (GCC).</b> |               |                      |

|   |               |                      |
|---|---------------|----------------------|
| 3. Fully completed and signed Declaration of Interest SBD 4   | <b>Comply</b> | <b>Do Not Comply</b> |
|   |               |                      |
| <b>Substantiation: The Bidder must submit and attach to the bid response the signed Declaration of Interest SBD 4</b> |               |                      |

|   |               |                      |
|---|---------------|----------------------|
| 4. Fully completed and signed RFQ document.   | <b>Comply</b> | <b>Do Not Comply</b> |
|   |               |                      |
| <b>Substantiation: The bidder must submit and attach to the bid response completed in full.</b> |               |                      |

|   |               |                      |
|---|---------------|----------------------|
| 5. Bidder must complete the Bill of Quantities (BOQ).   | <b>Comply</b> | <b>Do Not Comply</b> |
|   |               |                      |
| <b>Substantiation: The Bidder must submit and attach to the bid response fully completed BOQ.</b> |               |                      |

|   |               |                      |
|---|---------------|----------------------|
| 6. Tax Clearance Verification Pin   | <b>Comply</b> | <b>Do Not Comply</b> |
|   |               |                      |
| <b>Substantiation: The Bidder must submit and attach to the bid response a valid TAX Clearance Certificate and/or TAX verification Pin and/or TAX Compliance Status Letter issued by the South African Revenue Services (SARS).</b> |               |                      |

|   |               |                      |
|---|---------------|----------------------|
| 7. The Bidder must provide the CSD Registration number /Attach the CSD Summary Report   | <b>Comply</b> | <b>Do Not Comply</b> |
|   |               |                      |
| <b>Substantiation: The Bidder must provide the CSD (Central Supplier Database) Registration number (MAAA number) / Attach the updated CSD Summary Report.</b> |               |                      |

**B. Essential Returnable Documents (to be returned by Bidders) Not a disqualification factor**

|   |               |                      |
|---|---------------|----------------------|
| B-BBEE Certificate and/or Affidavit.  | <b>Comply</b> | <b>Do Not Comply</b> |
| Fully completed and signed preferential points claim form SBD 6.1.  |               |                      |
| <b>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 a sworn Affidavit prescribed by the B-BBEE Codes of Good Practice.</b> |               |                      |

**Stage 2: Mandatory and regulatory requirements**

**The following are deemed as mandatory and regulatory requirements. Failure to comply will result in the invalidation of a proposal**

|  |               |                      |
|--|---------------|----------------------|
| <b>1. The service provider must submit the Molex, Krone or any other recognized structural cabling certificate</b>   | <b>Comply</b> | <b>Do Not Comply</b> |
|  |               |                      |
| <b>Substantiation: The bidder must provide a proof of Molex, Krone or any other recognised structural cabling certificate. Failure to provide information will lead to disqualification.</b> |               |                      |

|   |               |                      |
|---|---------------|----------------------|
| <b>2. Letter of good standing COIDA</b>   | <b>Comply</b> | <b>Do Not Comply</b> |
|   |               |                      |
| <b>Substantiation: The bidder must submit and attach to the bid response the letter of good standing from Department of Labour (COIDA).</b> |               |                      |

|   |               |                      |
|---|---------------|----------------------|
| <b>3. Bidder is to provide a detailed CV of qualified Personnel with Molex, Krone or any other equivalent certificate in your organization with a minimum of 3 years' experience.</b>                   | <b>Comply</b> | <b>Do Not Comply</b> |
|   |               |                      |
| <b>Substantiation: The bidder must provide a CV of qualified Personnel with Molex, Krone or any other equivalent certificate (valid). Failure to provide information will lead to disqualification.</b> |               |                      |

|  |               |                      |
|--|---------------|----------------------|
| <b>4. Bidder is to provide of proof Fibre optic certificate</b>  | <b>Comply</b> | <b>Do Not Comply</b> |
|  |               |                      |
| <b>Substantiation: The bidder must provide proof of Fibre optic certificate. Failure to provide information will lead to disqualification.</b> |               |                      |

|  |               |                      |
|--|---------------|----------------------|
| <b>5. Bidder is to provide proof of CIDB Grade 1ME or higher registration</b>  | <b>Comply</b> | <b>Do Not Comply</b> |
|  |               |                      |
| <b>Substantiation: The bidder must provide proof of 1EM or Higher. Failure to provide information will lead to disqualification.</b> |               |                      |

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**7. 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 years, including the current contract (if any). This information shall be deemed to be material to the award of this bid.

| <b>Company Name</b> | <b>Nature of work</b> | <b>Value of the work</b> | <b>Contact person &amp; contact number</b> | <b>Duration of the project (Start and end date)</b> |
|---------------------|-----------------------|--------------------------|--|---|
|                     |                       | R                        |  |   |
|                     |                       | R                        |  |   |
|                     |                       | R                        |  |   |
|                     |                       | R                        |  |   |
|                     |                       | R                        |  |   |
|                     |                       | R                        |  |   |

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

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

### **Stage 3: FUNCTIONALITY EVALUATION CRITERIA**

**Determination of Functionality (100%). To progress to the fourth phase, the Bidder must score a minimum of **85%**.**

#### **7.2 Functional / Technical requirements**

With regards to technicality / functionality, the following criteria shall be applicable to test the capacity of service providers, and the maximum points of each criterion are indicated in the table below:

| No.   | Technical / Functional Criteria   | weights        |  |             |        |   |            |   |             |   |            |   |            |     |
|---|---|----------------|--|-------------|--------|---|------------|---|-------------|---|------------|---|------------|-----|
| 1.0   | <p><b>Track Record:</b></p> <p>The service provider must provide company references not older than 5 years on client’s letterhead, with contact details, valid e-mail address and office telephone from companies or clients where the <b>exact services</b> have been rendered.</p> <p><b>Substantiation: The Bidder should provide proof of company references where the exact services have been rendered within 5 years. Letters template (details of the company letterhead, contactable person name, company contact number and email address).</b></p> <p><b>Note: NHLS reserve the right to conduct reference checks</b></p> <table><tr><th colspan="2">Scoring matrix</th></tr><tr><th>Description</th><th>Points</th></tr><tr><td>4 or more reference letters which meet the criteria</td><td><b>40%</b></td></tr><tr><td>3 or more reference letters which meet the criteria</td><td><b>30 %</b></td></tr><tr><td>2 or more reference letters which meet the criteria</td><td><b>20%</b></td></tr><tr><td>1 reference letters which meet the criteria</td><td><b>10%</b></td></tr></table> | Scoring matrix |  | Description | Points | 4 or more reference letters which meet the criteria | <b>40%</b> | 3 or more reference letters which meet the criteria | <b>30 %</b> | 2 or more reference letters which meet the criteria | <b>20%</b> | 1 reference letters which meet the criteria | <b>10%</b> | 40% |
| Scoring matrix                                      |   |                |  |             |        |   |            |   |             |   |            |   |            |     |
| Description   | Points  |                |  |             |        |   |            |   |             |   |            |   |            |     |
| 4 or more reference letters which meet the criteria | <b>40%</b>  |                |  |             |        |   |            |   |             |   |            |   |            |     |
| 3 or more reference letters which meet the criteria | <b>30 %</b>   |                |  |             |        |   |            |   |             |   |            |   |            |     |
| 2 or more reference letters which meet the criteria | <b>20%</b>  |                |  |             |        |   |            |   |             |   |            |   |            |     |
| 1 reference letters which meet the criteria         | <b>10%</b>  |                |  |             |        |   |            |   |             |   |            |   |            |     |
| 2.0   | <p><b>Project Manager</b></p> <p>The service provider must provide a detailed CV and Proof of qualifications of a suitably qualified Project Manager or related qualification in the built environment, with a minimum NQF 6 qualifications and years’ experience in general building and related works</p> <p><b>Substantiate/Comments: Provide detailed CV including certified qualification certificate</b></p> <table><tr><th colspan="2">Scoring matrix</th></tr><tr><th>Description</th><th>Points</th></tr><tr><td>5 or more years of experience</td><td>40%</td></tr><tr><td>4 or more years of experience</td><td>30%</td></tr><tr><td>3- 4 years of experience</td><td>20%</td></tr><tr><td>1- 2 years of experience</td><td>10%</td></tr></table>  | Scoring matrix |  | Description | Points | 5 or more years of experience                       | 40%        | 4 or more years of experience                       | 30%         | 3- 4 years of experience                            | 20%        | 1- 2 years of experience                    | 10%        | 40% |
| Scoring matrix                                      |   |                |  |             |        |   |            |   |             |   |            |   |            |     |
| Description   | Points  |                |  |             |        |   |            |   |             |   |            |   |            |     |
| 5 or more years of experience                       | 40%   |                |  |             |        |   |            |   |             |   |            |   |            |     |
| 4 or more years of experience                       | 30%   |                |  |             |        |   |            |   |             |   |            |   |            |     |
| 3- 4 years of experience                            | 20%   |                |  |             |        |   |            |   |             |   |            |   |            |     |
| 1- 2 years of experience                            | 10%   |                |  |             |        |   |            |   |             |   |            |   |            |     |

| No.          | Technical / Functional Criteria  | weights      |
|--------------|--|--------------|
| <b>3.0</b>   | Methodology Statement (Detailed proposal of how the project will be executed) including Quality assurance plan outlining the actions and responsibilities needed to ensure the quality of a project, product, or service. The service provider is to supply NHLS Management with a draft work schedule | <b>20%</b>   |
| <b>Total</b> |  | <b>100 %</b> |

**Minimum threshold:** To be eligible to proceed to the next stage of the evaluation the bid must achieve a minimum threshold score of **85%**.

#### **Stage 4: Price And Specific Goals Criteria**

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

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

## 9. STANDARD BIDDING DOCUMENTATION (SBDs)

### SBD 4: DECLARATION OF INTEREST

### 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 Bidder Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

#### 2 Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

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

---

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**


---

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

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

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**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to bid :

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

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this bid ).*

- a) The applicable preference point system for this bid /RFQ is the **80/20** preference point system.
- b) The **80/20 preference point system** will be applicable in this bid /RFQ. The lowest/ highest acceptable bidder will be used to determine the accurate system once bids are received.

1.3 Points for this bidder (even in the case of a bidder 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 bidder are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof or documentation required in terms of this bidder to claim points for specific goals with the bid , will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a bidder, either before a bidder 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 bidding process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money bid ed 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) **“bidder for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (f) **“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
- (g) **“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.
- (h) **“Youth”** Has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008)
- (i) **“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 disadvantage by unfair discrimination based on 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 OR 90/10 PREFERENCE POINT SYSTEMS**

A maximum of 80 or 90 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 bidder under consideration

$P_t$  = Price of bidder under consideration

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

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

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

Where

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

$P_t$  = Price of bidder under consideration

$P_{max}$  = Price of highest acceptable bid

### 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 bid. For the purposes of this bidder 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 bid :

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 bidder documents, stipulate in the case of—

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

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

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

#### Points awarded for historically disadvantaged individuals

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

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

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 bid

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

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

*Note to bidders: The bidder must indicate how they claim points for each preference point system.)*

| The specific goals allocated points in terms of this bid  | Number of points allocated (80/20 system) (To be completed by the organ of state) | Percentage Owned (To be completed by the bidder) | Number of points claimed (80/20 system) (To be completed by the bidder) |
|---|---|--|---|
| HDI   | 4   | %  |   |
| Woman   | 4   | %  |   |
| Disabled  | 2   | %  |   |
| Youth   | 4   | %  |   |
| Locality <ul style="list-style-type: none"> <li>City of Johannesburg = 4</li> <li>Gauteng Province = 2</li> <li>National = 0</li> </ul> | 6   |  |   |
|   |   |  |   |
| <b>Total Points</b>   | <b>20</b>   |  |   |

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

**4.5. TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company [TICK APPLICABLE BOX]

**4.6.** I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the bid , 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 bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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 BID ER(S)**

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

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

**10. FORM: OHS ACT DECLARATION AND SUBMISSION**

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

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

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

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

|           |       |          |       |
|-----------|-------|----------|-------|
| Signature | _____ | Date     | _____ |
| Name      | _____ | Capacity | _____ |
| Bidder    | _____ |          |       |

## 11. CONTRACT DATA

### PART 1: DATA PROVIDED BY THE EMPLOYER

|       |   |
|-------|---|
| 3.1.3 | <p>The Contractor shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: GCC 2015 3rd Edition</p> <ol style="list-style-type: none"> <li>1. Clause 5.8.1 Non-working times</li> <li>2. Clause 5.11.1 Suspension of the Works</li> <li>3. Clause 5.12.1 Approval of any extension of time for completion</li> <li>4. Clause 5.12.4 Acceleration of progress instead of extension of time</li> <li>5. Clause 5.13.2 Reduction of a penalty for delay</li> <li>6. Clause 6.3.2 The issuing of variation orders</li> <li>7. Clause 6.8.4 The determination of additional or reduced cost arising from changes in the legislation</li> <li>8. Clause 6.11 The agreeing of the adjustment of the sums for general items</li> <li>9. Clause 10.1.5 The giving of a ruling on a Contractor's claim</li> </ol> |
| 5.3.1 | <p><b>Clause 5.3.1: Commencement of the Works</b></p> <p>The documentation required before commencement with Works execution are:</p> <ol style="list-style-type: none"> <li>a) Health and Safety Plan</li> <li>b) Initial programme</li> <li>c) Security</li> <li>d) Insurance</li> </ol>  |
| 5.3.2 | <p><b>Clause 5.3.2: Timeframe to deliver documentation</b></p> <p>The time to submit the documentation required before commencement with Works execution is <b>fourteen (14) days</b>.</p>  |
| 5.4.4 | <p>"The Contractor shall bear all costs and charges for special and temporary rights of way required by him/her in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him/her for the purposes of the Works."</p>   |
| 5.8.1 | <p><b>Clause 5.8.1: Non-Working Times</b></p> <p>The non-working days are Saturdays and Sundays.</p> <p>The special non-working days are:</p>   |

|           |  |
|-----------|--|
|           | <ol style="list-style-type: none"> <li>1. All gazetted public holidays falling outside the year end break.</li> <li>2. The year-end break commencing on 14 December and ending on 7 January (Provisional).</li> </ol>  |
| 5.13.1    | <p><b>Clause 5.13.1: Penalty for Delay</b></p> <p>The penalty for failing to complete the Works will be charges per day based on the loss suffered due to delays up to a limit of 30 normal working day, upon which automatic termination will be effected by the Employer.</p>  |
| 5.16.3    | <p><b>Clause 5.16.3: Latent defect liability</b></p> <p>The latent defect period is ten (10) years for civil engineering works.</p>  |
| 6.8.2     | <p><b>Clause 6.8.2: Contract Price Adjustment</b></p> <p>The Contract Price Adjustment is <b>not</b> applicable in this contract.</p>  |
| 6.8.3     | <p><b>Clause 6.8.3: Variation in Cost of Special Materials</b></p> <p>Price adjustments for variations in the costs of special materials are not allowed</p>   |
| 6.10.1.5  | <p><b>Clause 6.10.1.5: Interim Payments - Materials on Site</b></p> <p>No percentage advance on materials on site but not yet built into the Permanent Works is allowed for, or will be paid.</p>  |
| 6.10.4    | <p><b>Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate</b></p> <p><i>Add the following to clause 6.10.4:</i></p> <p>Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.</p> |
| 8.6.1.1.2 | <p><b>Clause 8.6.1.1.2: Insurance</b></p> <p>The value of the materials supplied by the Employer to be included in the insurance sum is -Nil.</p>  |
| 8.6.1.1.3 | <p><b>Clause 8.6.1.1.3: Insurance</b></p> <p>The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is Nil.</p>   |

|           |   |
|-----------|---|
| 8.6.1.3   | <b>Clause 8.6.1.3: Insurance</b>  |
|           | The limit of indemnity for liability insurance is R5 million for any single claim – the number of claims to be unlimited during the construction.   |
| 9.2.1.3.8 | The Contractor has furnished inaccurate information in the returnable documents completed at bidder stage and forming part of the Contract.   |
| 9.2.1.3.9 | An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.  |
| 10        | <b>Clause 10: Dispute Resolution</b><br><br>“Dispute resolution shall initially be by means of ad-hoc adjudication as per Clause 10.5.2. Should adjudication not be successful, then the dispute shall be referred to Arbitration under the provisions of Clause 10.7.1.”   |
| 10.4.1    | The parties may at time agree to settle disputes with the help of an impartial third party  |
| 10.5.3    | The number of Adjudication Board Members to be appointed is five (5).   |
| 11        | <b>Clause 12: Confidentiality</b><br><br>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer. |
| 12        | <b>Clause 13: Amendments in writing</b><br><br>No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.  |
|           |   |

## **PART 2: DATA PROVIDED BY THE CONTRACTOR**

The contractor is advised to read the *general conditions of contract for construction works, third edition, 2015* published by the South African institution of civil engineering, private bag x200, halfway house, 1685, in order to understand the implications of this data which is required to be completed. Copies of these conditions of contract may be obtained from [www.saice.org.za](http://www.saice.org.za).

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

| Clause  | Data  |
|---------|---|
| 1.1.1.9 | The name of the Contractor is:<br>.....<br>.....  |
| 1.2.1.2 | The address of the Contractor is:<br>Address (physical): .....<br>.....<br>.....<br>Address (postal): .....<br>.....<br>.....<br>Telephone: ..... Facsimile: .....<br>e-mail: .....<br>.... |
|         |   |

## 12. 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 Bidder 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 \_\_\_\_\_