



NATIONAL HEALTH LABORATORY SERVICE

REQUEST FOR QUOTATION (RFQ)

RFQ NO: 1918964

**DESCRIPTION: MAINTENANCE, SERVICES AND REPAIRS ON CHILLERS AND RELATED HVAC
INFRASTRUCTURE LOCATED NHLs, SANDRINGHAM**

ISSUED BY:

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

Quotation Queries:	Technical Queries:
CONTACT NAME: PROCUREMENT OFFICE	CONTACT NAME: PROCUREMENT OFFICE
E-MAIL ADDRESS:	E-MAIL ADDRESS:

NAME OF A BIDDER:.....

CLOSING DATE: 03 MARCH 2026 AT 11:00
QUOTATION VALIDITY PERIOD: 90 days

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1. PART A Invitation to Bid
SBD 1
**PART A INVITATION TO
BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL HEALTH LABORATORY SERVICE (NHLs)					
BID NUMBER:	RFQ No:1918964	CLOSING DATE:03 MARCH 2026		CLOSING TIME:	11:00AM
DESCRIPTION	RFQ NO: 1918964 – MAINTENANCE, SERVICES AND REPAIRS ON CHILLERS AND RELATED HVAC INFRASTRUCTURE LOCATED 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 OFFICE		CONTACT PERSON	PROCUREMENT OFFICE	
TELEPHONE NUMBER	011 386 6275		TELEPHONE NUMBER	011 386 6275	
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 NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</p>	<p>YES NO</p>

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

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

- a) This document may contain confidential information that is the property of the NHLS and the Client.
- b) No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this RFQ, without prior written permission from NHLS and the Client.
- c) All Copyright and Intellectual Property herein vests with NHLS and its Client.
- d) Late and incomplete submissions will not be accepted.
- e) Price (s) quoted must be within the RFQ threshold of R1 000 000.00 to be compliant and valid (Except when procuring through an established panel or transversal contract).
- f) SDB 7 (form of offer) must be completed, and should the total RFQ prices differ, the one indicated on the form of offer shall be considered the correct price.
- g) Bidders are required to submit a valid Tax Clearance Certificate and Tax clearance verification PIN, Failure to submit the Tax Pin and valid Tax Clearance Certificate will result in the invalidation of this RFQ.
- h) It is the responsibility of the bidder to ensure that NHLS is in possession of the bidder's valid Tax Clearance certificate. The onus is on the bidder to ensure that NHLS receives a valid Tax Certificate as soon as the validity of the said certificate expires.
- i) **A compulsory clarification or site meeting or briefing session will be conducted on the 24 February 2026 @ 10h00am**
 - Respondents arriving after the allocated time of the briefing session and failing to attend the compulsory RFQ/Site briefing will be disqualified.
 - The tenderer shall inspect and examine the Site and its surroundings and shall satisfy himself/herself before submitting his/her quotation. The bidder must be represented at the site inspection by a person who is suitably qualified and experiences to comprehend the implications of the work involved.
 - The bidder will be responsible for final measurements.
- j) Quotation procedure using the two (2) stage system will apply: **Not applicable**.
- k) No services must be rendered or goods delivered before an official NHLS Purchase Order form has been received.
- l) This RFQ will be evaluated in terms of the 80/20 preference point system prescribed by the Preferential Procurement Regulations, 2022.
- m) All questions regarding this RFQ must be forwarded to the procurementcorporate@nhls.ac.za 24 hours prior the RFQ closing date.
- n) The General Conditions of Contract (GCC) issued by National Treasury are applicable.
- o) 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.
- a) Quotation must be All-Inclusive
 - i. The Supplier shall allow in the quotation for all deliverables as stipulated in the scope, labour, material, consumables, accessories, software, supervision, overhead costs, profit, royalties, all taxes, levies, duties, variations in exchange rates (if applicable), disbursements and everything necessary for the execution and completion of the works in accordance with the quotation documents.
 - ii. Value Added Tax (VAT) shall be excluded from the rates and prices and provided for as the total VAT on the cost of the Works in the Summary of Schedule of Rates and Prices.
 - iii. The Supplier rates and prices shall be fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract.

- iv. The offer must be in ZAR currency.
- v. The NHLS reserve the right to do due diligence on the quotations and to benchmark prices quoted.
- vi. Quotes should be submitted on an official letterhead and duly signed.

Delays in the supplier’s performance

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

Penalties

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

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

2.1 Objective Criteria has poor past performance with the 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 and determine whether the bidder has poor past performance within the NHLS as an objective criteria.**

3. TERMS OF REFERENCE

FORM OF QUOTATION SUPPLIER NAME: _____

RFQ NO: 1918964

DESCRIPTION: RFQ NO: 1918964 – MAINTENANCE, SERVICES AND REPAIRS ON CHILLERS AND RELATED HVAC INFRASTRUCTURE LOCATED NHLS, SANDRINGHAM

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

The NHLS is requesting a service provider to render the

Terms of Reference

1. THE PURPOSE

- 1.1 The purpose of this request is to appoint a service provider to implement comprehensive maintenance, services, and repairs on chillers and related HVAC infrastructure located at NHLS Sandringham. The contract is intended for a period of 12 months to ensure the continued operational efficiency and reliability of the climate control systems at:

National Health Laboratory Service (NHLS)

1 Modderfontein Road
Sandringham
2131

2. OBJECTIVES

2.1 The objectives of this project include:

- 2.1.1 To perform regular quarterly, bi-annual, and annual maintenance as recommended by the Original Equipment Manufacturer (OEM) for HVAC electrical and control systems.
- 2.1.2 To maintain a high level of system availability, specifically 99.50% for chillers and cooling towers, and 99% for roof ventilators.
- 2.1.3 To ensure all HVAC equipment, including Air Handling Units (AHUs), extractors, and humidifiers, operate within specified parameters to support the critical functions of the NICD and NHLS facilities.
- 2.1.4 To adhere to all relevant labour, safety (OHS Act 85 of 1993), and environmental legislation during the execution of maintenance and repairs.

3. SCOPE OF WORK

- 3.1 The service provider is responsible for the comprehensive maintenance and repair of the HVAC, electrical, and control systems, which have an estimated life span of 5 years or more.
- 3.2 The Original Equipment Manufacturer (O.E.M) recommended the following preventive maintenance for the HVAC, electrical, and Control systems:
- 3.2.1 Monthly maintenance
- 3.2.2 Bi- annual/ Quarterly maintenance and
- 3.2.3 Annual Maintenance

3.3 The scope encompasses a wide range of equipment across multiple blocks (TB, SAVP, HIV, NICD, and others), including but not limited to:

3.3.1 There are various models for chiller systems on site, such as Trane RTAD400, Climaveneta, Hitachi RCU150SY1, and Apache RTP-40.

3.3.2 Air Handling Units (AHUs) across the campus.

3.3.3 Extractor Fans units.

3.3.4 Humidifier units.

3.3.5 Cooling towers, motor pumps, Building Management Systems (BMS), and Energy Management Systems (EMS).

3.4 The following is the schedule of equipment/ assets that we have at the NHLS (TB, SAVP, HIV and NICD) and the service provider must note that this is a close estimate of the number of equipment and systems on site:

LOCATION	Chillers and model	QUANTITY
TB CENTRE	Chiller-TRANE RTAD400	1
	Extractor Fans	2
	AHU's	4
HIV Building	Chiller (with pumping and accumulator station)-Climaveneta FE/SRAT/B2004 AND sp22-611-2500 Litre	1
	Extractor Fans	1
	AHU's	10
NICD-CDRM (BLOCK 14 NORTH UPPER & LOWER)	AHU's	1
	FC Hide Away Units	22
NICD-ADMIN (BLOCK 14 CENTRAL)	AHU's	1
	FC Hide Away Units	8
NICD-PARASITOLOGY (BLOCK 14 SOUTH UPPER)	FC Hide Away Units	4
SBPRL BSL3 (BLOCK 14 SOUTH UPPER)	AHU's	1
NICD-VECTOR CONTROL (BLOCK 14 CENTRAL)	Humidifiers	1
	FC Hide Away Units	5
NICD & SAVP (BLOCK 14 CENTRAL)		
	Cooling towers	2
SMALL ANIMAL AND PRODUCTION	Extractor Fans	5

LOCATION	Chillers and model	QUANTITY
(BLOCK 14 CENTRAL & EAST)	AHU's	20
	Compressor	6
PRODUCTION (BLOCK 14 CENTRAL & EAST)	Annual production area particle counts and air flow visualisation	1
	Annual Room balancing (Including air change calculation)	1
	Annual integrity testing of HEPA filters (Using DOP and Scan)	1
	2 yearly replacement of HEPA filters	1
	6 Monthly fumigation of production areas using hydrogen peroxide vapour.	2
	Annual calibration of pressure gauge and pressure/temperature/humidity transmitters associated with the HVAC.	2
NICD-VECTOR CONTROL INSECTARY	Chiller-30RAB012385SK and 30RBS-039-0163-PEE	2
	AHU's	2
	Humidifiers	7
NICD-BSL4 1X CHILLER	Chiller- Climaveneta HRA/B 0512	1
	Extractor Fans	2
	Humidifiers	1
	AHU's	2
NICD BSL3 BLOCK B	Chiller- Climaveneta NECS-N/B 0152	1
	Extractor Fans	2
	AHU's	1
NICD BSL3 BLOCK C	Chiller- Climaveneta NECS/Q/SL 0302	1
	Extractor Fans	2
	AHU's	1
NICD ARBO INSECTARY	Extractor Fans	1
	AHU's	1
	Humidifiers	2
NICD-ARBO BLOCK H 2x PACKAGE UNITS	Chiller- Apache RTP-40	2
	Extractor Fans	2
	AHU's	2
	Humidifiers	2
NICD-ANNEX BUILDING	Chiller-CIAT	1
	Extractor Fans	1
	AHU's	2

4. MAINTENANCE ACTIVITIES AND SERVICE LEVEL STANDARDS

4.1 MAINTENANCE ACTIVITIES

- 4.1.1 For the Quarterly Requirements, the service provider must complete their tasks include cleaning heat exchange coils, checking V-belt tension, lubricating bearings, inspecting electrical control panels, checking refrigerant levels, and testing safety controls.
- 4.1.2 In addition to quarterly tasks, the service provider must perform corrosion removal and repainting of ferrous metal components, high-pressure coil cleaning, acid tests on compressors, and recalibration of control devices.
- 4.1.3 For specific blocks like SAVP, the scope includes annual room balancing, HEPA filter integrity testing, and 6-monthly hydrogen peroxide vapour fumigation

4.2 PERFORMANCE OBJECTIVES

- 4.2.1 Normal NHLS operational hours shall be from **06:00 to 18:00** for every day of the year but will be confirmed/amended by the Workshop Supervisor in Consultation with NICD, SAVP, and NHLS Management from time to time. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations

4.3 GENERAL SITE CONDITIONS

Temperature (Min-Max)	-1°C to 36°C
Relative Humidity	15% to 58%
Wind average	10.5 km/h
Height above Sea Level	1,700m
Slope (Existing/ Modified)	5°
Seismic (Vibration, Waves, earthquakes, etc) as at June 2023	(magnitude 5.0+) occurring roughly every 1 to 5 years.

4.4 MINIMUM STAFFING SCHEDULE

- 4.4.1 The Contractor must maintain the following minimum staff available at all times and should price accordingly, but not limited to the listed resources:

Skill	Days per week	Hours
Project Leader/ Site Manager	Whenever deemed necessary	Mon-Fri (08:00-17:00) and whenever deemed necessary by the Employer.
Control Technician	Whenever deemed necessary	Mon-Fri (08:00-17:00) and whenever deemed necessary by the Employer.
Artisan Mechanical (Refrigerator)	Whenever deemed necessary	Mon-Fri (08:00-17:00) and whenever deemed necessary by the Employer.
Artisan Electrical	Whenever deemed necessary	Mon-Fri (08:00-17:00) and whenever deemed necessary by the Employer.
Artisan Assistance	Whenever deemed necessary	Mon-Fri (08:00-17:00) and whenever deemed necessary by the Employer.

- 4.4.2 The Contractor must maintain at all times the above minimum staff and should price accordingly but not limited to the listed resources.
- 4.4.3 The Contractor must have additional resources available to attend to lengthy breakdowns or breakdowns of a specialised nature.
- 4.4.4 It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in scheduling staff.
- 4.4.5 The Contractor shall schedule staff to complete the preventative maintenance schedule accordingly. The Tenderer must ensure that sufficient allowance for all these items is made for in his/her pricing in the Activity Schedule.

4.5 Minimum qualifications of staff for the duration of the contract

Item No.	Key Personnel Description	Minimum Experience	Minimum Qualifications
1.	Project Leader/ Site Manager	<ul style="list-style-type: none"> Min 3 years' experience post trade test qualification. years of supervisory Experience. Min 2 years OHS experience. 	<ul style="list-style-type: none"> SAQA Accredited Trade test Refrigeration Mechanic/Fitter. OHS Training certificate.
2.	Control Technician	<ul style="list-style-type: none"> Minimum of 3 years' experience post trade test qualification, and 2 years must be on the maintenance of Control panels, PLCs, SCADA, VSDs, sensors, Controllers, and a solid understanding of electronic communication protocols 	<ul style="list-style-type: none"> SAQA Accredited Control and/or Instrumentation Trade test Certificate OR N5 in Controls and/or Instrumentation.
3.	Artisan Mechanical (Refrigeration, HVAC)	<ul style="list-style-type: none"> Minimum of 3 years' experience after obtaining a SAQA accredited Trade test, demonstrating experience of at least 2 years post qualification in Mechanical 	<ul style="list-style-type: none"> SAQA Accredited Control and/or Instrumentation Trade test Certificate OR N5 in Controls and/or Instrumentation.
4.	Lead Electrician	<ul style="list-style-type: none"> Minimum of 3 years post qualification as a Trade Tested Electrician demonstrating experience and knowledge of switch gears, distribution boards, lockout procedures, protection systems, and conducting and issuance of COC certificates, with a minimum of 2 years' experience post obtaining a wireman's license. 	<ul style="list-style-type: none"> SAQA Accredited Trade test (Electrician). Master Installation Electrician licence.
5.	Artisan Assistance	<ul style="list-style-type: none"> Minimum of 1 Year experience in the maintenance of Mechanical/ Electrical equipment 	Electrical / Mechanical N1

4.6 Availability, mean time before failure, and mean time to repair

4.6.1 The Contractor must comply with the following minimum system performance benchmarks. The period of review shall be Monthly through monthly meetings as and when is deemed necessary:

System Failure	Turnaround Times	Measurement
System Availability of Chillers, Cooling Towers	99,50%	IMC system captures this value.
System Availability of Roof Ventilators	99%	IMC system captures this value.
Response times during working hours	120 minutes on the land side.	The response time is calculated from the time the contractor receives a call/missed call/voice mail, etc., from IMC and sometimes from the Project Leader/ Site Manager.
Response times after working hours	120 minutes on the land side.	The response time is calculated from the time the contractor receives a call/missed call/voice mail,

System Failure	Turnaround Times	Measurement
		etc., from IMC and sometimes from the Project Leader/ Site Manager.
Closure duration during working hours	120 minutes on the land side.	The closure duration is the time calculated from the time the contractor receives a call/missed call/voice mail, etc., from IMC and/or sometimes from the service manager. until the contractor calls IMC to close the call.
Closure duration after working hours	120 minutes on the land side and on the airside.	The closure duration is the time calculated from the time the contractor receives a call/missed call/voice mail, etc., from IMC and/or sometimes from the service manager. until the contractor calls IMC to close the call.
Closure of preventative maintenance work orders	All preventative maintenance work orders should be closed within 14 days from the issuance of the purchase order (PO).	All PM WO shall be closed within 6 working days from the date of issuing to the contractor (Issued by NHLs either by mail or manual collection from IMC)
Closure of corrective work orders	All corrective maintenance work orders should be closed within two (2) days of issue unless it is because of circumstances beyond the control of the contractor. Circumstances will be proven by the contractor.	All Corrective WO shall be closed within 2 working days from the date of creation by IMC (Issued by NHLs either by mail or manual collection from IMC)

4.7 EMERGENCY RESPONSE TIME

4.7.1 The NHLs deems an emergency as a situation caused by unforeseen circumstance. This is only instances where:

- 4.7.1.1 Delaying sourcing the required goods,
- 4.7.1.2 Works or services will result in Loss of life or injury,
- 4.7.1.3 Reputational harm,
- 4.7.1.4 Financial losses,
- 4.7.1.5 Legal consequences,
- 4.7.1.6 Interruption of essential or
- 4.7.1.7 Business services and
- 4.7.1.8 Any other relevant consideration

4.7.2 Below are some of the emergencies identified, but not limited to the following list

Item Description	Response Time	Default Fee/ Penalty
In a case where the roof ventilator has failed.	120 Minutes during normal	R500 per Event
In a case where the roof ventilator has failed.	120 Minutes after hours	R500 per Event

4.8 GUARANTEES

The defect free period is defined as that period following completion of the work where no defect directly associated with the Contractors workmanship is detected.

There are no current (the time of this bid) warranties and guarantees on the infrastructure to be maintained by the contractor.

4.9 ASSESSMENTS AND REVIEWS

Monthly assessment/review shall be done according to this NHLS Form of contract.

Safety issues and file reviewed quarterly or as per Safety department frequency.

Contract shall be Audited and Assessed the from time to time.

The contractor will be assessed and scored quarterly also through the NHLS supplier development system or any other NHLS system.

4.10 LOW SERVICE DAMAGES

4.10.1 Notification of Low service damages:

4.10.1.1 The Project Leader/ Site Manager will notify the contractor in writing of any Low service damages.

4.10.1.2 The Project Leader/ Site Manager will also notify the contractor of any claims directed and incurred by NHLS as a result of the contractor's failure of duties; this will be for the account of the Contractor.

4.10.1.3 The sources of the information shall be all reports and Audit reports to which the infrastructure is subjected to (e.g., any authorised NHLS employees and any internal and external audits).

4.10.1.4 NHLS must notify the contractor in writing of its intention to claim low service damages within 30 days of an event, or NHLS will lose its right to claim the Low service damages. Should NHLS not claim low service damages for an event, it shall not be interpreted that the level of performance is acceptable or that NHLS shall not be entitled to claim Low service damages for similar future events. Under no circumstances shall a Low service damage be regarded as the only action NHLS may take against the Contractor or the only amount it may claim from the Contractor.

4.10.2 Low service damage tables:

4.10.2.1 Progressive Punitive low service agreement which are entirely the contractor's fault shall be applied as below:

Service Failure Description	Low service damages Criteria	Low service damages amount
Response time	Noncompliance with response times.	R500 per event.
Closure Duration	Noncompliance with closure duration times.	R500 per event.
Closure of corrective work orders	Noncompliance with closure times for corrective maintenance work orders.	R500 per event.
Closure of preventative maintenance work orders	All preventative maintenance work orders should be closed within 14 days of issue.	R500 per event.
System Availability	Noncompliance with the system availability.	R1 000 per system.
Other Occupational Health and Safety Act 85 of 1993, which are criminal offences according to the OHS Act.	N/A	Termination.
There is a consecutive Occupational Health and Safety Act 85 of 1993 of the same offence/class.	N/A	Termination.

Service Failure Description	Default Fee/ Penalty
Not meeting the system (Less >24Hrs)	R2 000/ per Month
Not meeting the system (Less > 48Hrs)	R2 000/ per Month
Not maintaining the required minimum on-site staff requirements.	R2 000/ position/ day
Occupational Health and Safety Act 85 of 1993 (Non-compliance with the OHS Act and its associated regulations (for example: leaving moving machinery exposed).	R1 000/event
Less than 100% of planned maintenance (PMs) completed per month (unless the delay in repair was agreed to by the Service Manager or his/her duly authorized representative or unless the required spares are not available to complete the work). Note that work is complete after the PMs have been correctly completed, returned to the contract manager, and the NHLs IMC has been closed out.	R2 000/ month
Not turning PO into completed works/completion certificate on agreed timelines as stated in the Risk register.	R1 000/ per PO/ Month
Other occupational health and safety act 85 of 1993, are criminal offences according to the OHS Act.	Termination
3 Weekly (weekly on contract period) Occupational Health and Safety Act 85 of 1993 for the same offence/class.	Termination

4.10.3 Emergency Response Time

4.10.3.1 The NHLs deems an emergency as a situation caused by an unforeseen circumstance. This is only instances where:

- 4.10.3.1.1 Delaying to source the required goods,
- 4.10.3.1.2 Works or services will result in Loss of life or injury,
- 4.10.3.1.3 Reputational harm,
- 4.10.3.1.4 Financial losses,
- 4.10.3.1.5 Legal consequences,
- 4.10.3.1.6 Interruption of essential or
- 4.10.3.1.7 Business services and
- 4.10.3.1.8 Any other relevant consideration

4.10.3.2 Below are some of the emergencies identified, but not limited to the following list

Item Description	Response Time	Default Fee/ Penalty
In a case where the roof ventilator has failed.	120 Minutes during normal	R500 per Event
In a case where the roof ventilator has failed.	120 Minutes after hours	R500 per Event

4.10.3.3 Discretionary annual contractor's performance review/assessment will be performed to consider the renewal of the contract. Should the contractor's performance be deemed below satisfactory, the contract will not be renewed upon contract anniversary, therefore the contract will be terminated.

4.11 Continuous improvement

- 4.11.1 Continuous Improvement Program and the Computerized Maintenance Management System.
- 4.11.2 It is hereby required that the Contractor ensure that a continuous improvement program is in place. For example, the criteria below may be used, but are not only limited to the items mentioned below:

4.11.2.1 An improvement in the availability of systems

4.11.2.2 An improvement on the minimization of spares holding (for example, by increasing Mean Time to Failure of components) etc.

4.11.3 As mentioned above, this list is not comprehensive and it is only used for illustrative purposes. Upon implementation of the contract, the Employer and the Contractor shall agree on targets for the continuous improvement program.

4.11.4 It is important to note that continuous improvement will only apply to those items that meet minimum benchmarks. Continuous improvement initiatives shall be reviewed every quarter or when deemed necessary by the Employer or the Contractor.

4.11.5 The Contractor shall take all reasonable actions to ensure that they facilitate successful implementation and execution of the CMMS. The Contractor shall before each anniversary date of the Contract investigate available CMMS data and report if savings can be achieved on the Contract for the next year. This may also include savings on the Contract monthly maintenance amount.

4.12 INTERNAL AND EXTERNAL FACTORS

4.12.1 A list of some of the internal and external factors which may affect equipment SLAs / availability and are beyond the contractor's control are listed in Annexure. In such an event, the contractor will not pay for low service damages that were caused by factors which were proven to be beyond the contractor's control.

4.13 MAINTENANCE RECORD SHEETS

4.13.1 When maintenance is performed, record sheets must be completed and signed off by both the Technician and an NHLS representative.

4.13.2 These record sheets must be stored for the duration of the contract and should be available for inspection at any time. The lack of complete history files will result in immediate cancellation of the contract.

4.13.3 All record sheets, job cards, history reports etc. will stay the property of NHLS and should be available on request. At the end of the contract period a complete set of documentation must be handed over to NHLS.

4.13.4 The contractor shall further provide copies of these record sheets to the NHLS contract manager by the fifth day of every month. No money will be paid out if record sheets are not handed in.

4.14 Minimum Maintenance Programme

4.14.1 The Tenderer shall include a suggested maintenance programme that must attempt to cover all requirements under this contract. The below list should be used as a minimum. The responsibility lies with the contractor in ensuring compliance to OEM instructions

4.14.2 **All Maintenance of HVAC, electrical and control systems shall be scheduled, at a minimum, to the requirements of the following tables:**

4.15 BMS

Infrastructure description	Frequency	Description of the works
BMS	Monthly	Check that all sensors linked to the BMS are working and replace where necessary.
	Monthly	Check that the chiller and cooling tower rotation/sequencing is working and adjust where necessary.
	Monthly	Check that all HVAC equipment go into sleep mode and activates at set times.
	Monthly	Check and adjust settings where necessary.

4.16 EMS

Infrastructure description	Frequency	Description of the works
EMS (Energy Management System) DOMTEX and KB2	Monthly	Check that all sensors linked to the EMS are working and replace where necessary.
	Monthly	Check and adjust settings where necessary

4.17 CHILLERS

Infrastructure description	Quantity	Frequency	Description of the works
Chillers	Refer to Table 3.2 (Location and Asset)	Monthly	Check that the chiller sensors are working and replace where necessary.
		Monthly	Check that the wiring in the chiller panel is as per regulations and adjust where necessary.
		Weekly	Check all circuit breakers and replace where necessary.
		Weekly	Check all lugs and replace where necessary.

4.18 COOLING TOWERS

Infrastructure description	Quantity	Frequency	Description of the works
Cooling Towers	Refer to Table 3.2 (Location and Asset) (NICD, TB, SAVP and HIV).	Monthly	Test all the emergency stops.
		Monthly	Check and test all Temperature sensors and transmitters and the healthy status of the BMS.
		Monthly	Check all cooling tower ultrasonic level meters and repair/replace where necessary.
		Monthly	Check all solenoid valves and replace where necessary.
		Monthly	Test all actuators and repair/replace where necessary.
		Monthly	Check all pressure gauges and replace where necessary.
		Monthly	Check all pressure transmitters and replace where necessary.
		Monthly	Check all the thermometers and replace where necessary

4.19 AIR HANDLING UNITS

Infrastructure description	Quantity	Frequency	Description of the works
Air Handling Units	Refer to Table 3.2 (Location and Asset) (NICD, TB, SAVP and HIV)	Monthly	Test all the emergency stops.
		Monthly	Test all heaters for functionality and a healthy link status with the BMS.
		Monthly	Check and test the pilot lights (Fan and heater bank status lights).
		Monthly	Check and test all switches and replace where necessary.
		Monthly	Check and test the fire detection signal relay and record results thereof.

Infrastructure description	Quantity	Frequency	Description of the works
		Monthly	Check and test all flow switches and replace where necessary.
		Monthly	Check and test that all three-way and two-way valve actuators are functioning within specification.
		Monthly	Check and test all Temperature sensors and transmitters and healthy status on the BMS.
		Monthly	Check all pressure gauges and replace where necessary.
		Monthly	Check all the temperature gauges and replace where necessary.

4.20 MOTOR PUMPS

Infrastructure description	Quantity	Frequency	Description of the works
Motor Pumps	Refer to Table 3.2 (Location and Asset) (NICD, TB, SAVP and HIV)	Monthly	Check all flow meters including healthy status on the BMS and replace where necessary.
		Monthly	Check all Temperature transmitters and healthy status on the BMS.
		Monthly	Check all pressure gauges and replace where necessary.
		Monthly	Check all the temperature gauges/sensors and replace where necessary.
		Monthly	Check that the pressure transmitters are functioning according to specification and healthy status on the BMS.

4.21 ELECTRICAL PANELS AND DISTRIBUTION BOARDS (DB'S)

Infrastructure description	Quantity	Frequency	Description of the works
Electrical Panels and Distribution Boards (DB's)	Refer to Table 3.2 (Location and Asset) (NICD, TB, SAVP and HIV)	Monthly	Compile/update panels and DB register.
		Monthly	Check that all door panels are lockable and repair/replace where necessary.
		Monthly	Inspection and testing of panel components in line with SANS 10142.
		Monthly	Remove dust and other deposits
		Monthly	Check voltmeters and ammeters and replace where necessary
		Monthly	Check for loose connections and tighten circuit breaker terminals.
		Monthly	Check all circuit breakers, test Earth leakages etc and replace where necessary.

4.22 DIFFUSERS AND WALL THERMOSTATS

Infrastructure description	Quantity	Frequency	Description of the works
VAV Diffusers and Wall Thermostats	Refer to Table 3.2 (Location and Asset)	Monthly	Test VAV diffusers and connection to the unit controllers.
		Monthly	Ensure VAV diffuser heating elements are connected to the occupants' billable power supply.

(NICD, TB, SAVP and HIV)

4.23 FANS

Infrastructure description	Quantity	Frequency	Description of the works
Fans	100+ items (NICD, TB, SAVP and HIV)	Monthly	Check the toilet extraction and fresh air induction fans amps and voltage.
		Monthly	Compile/update fans register. The register should contain the model, make, power rating, voltage, rated amps and flow rate.
		Monthly	Check if CO monitors at basement parking are working.
		Monthly	Test that the parking extraction fans extract as soon as the CO level is 50ppm, and.
		Monthly	Test if the parking fresh air fans supply fresh air as triggered by the CO monitors.
		Monthly	Test if fresh air fans switch off as soon as the fire detector in the zone is activated.
		Monthly	Check if the fresh air fans are delivering the right volume of fresh air.

4.24 SPARES MANAGEMENT

Infrastructure description	Quantity	Frequency	Description of the works
Spares Management	100+ items (NICD, TB, SAVP and HIV)	Monthly	Compile/update an inventory list and allocation of stock codes.
		Monthly	Maintain shelving, floors and access control in the store room.
		Monthly	Management of a rotatable inventory management system.
		Monthly	Stock counting and compiling reports as per the NHLs Inventory Management system.

5. SERVICE & MAINTENANCE CONTRACTORS ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK

5.1 The following Environmental Terms and Conditions shall be strictly adhered to by all contractors when conducting works for the Employer. The Employer shall audit Contractor activities, products and services on an ad hoc basis to ensure compliance to these environmental conditions. Any pollution clean-up costs shall be borne by the Contractor.

ISSUE	REQUIREMENT
Environmental Policy	The NHLs's (the Employer's) Environmental Policy shall be communicated, comprehended and implemented by all appointed Contractor staff.
Storm water, Soil and Groundwater Pollution	No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources: <ul style="list-style-type: none"> Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Employer immediately. Contractors shall supply their own suitable clean-up materials where required.

ISSUE	REQUIREMENT
	<ul style="list-style-type: none"> • Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on the Employer property. It is the Contractor's responsibility to determine the location of these areas. • No leaking equipment or vehicles shall be permitted on the NHL Campus.
Air Pollution	Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum: <ul style="list-style-type: none"> • Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. • No open fires shall be permitted on site.
Noise Pollution	All reasonable measures shall be taken to minimize noise generated on site due to work operations. The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	Waste shall be separated as general or hazardous waste. General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. Under no circumstances shall solid or liquid waste be dumped, buried or burnt. Contractors shall maintain a tidy, litter free environment always in their work area. Contractors must keep on file: <ul style="list-style-type: none"> • The name of the contracting waste company • Waste disposal site used • Monthly reports on quantities – separated into general, hazardous and recycled • 4Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal • Copy of waste permit for disposal site This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical Substances (HCS)	All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets: <ul style="list-style-type: none"> • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to the Employer immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	the Employer promotes the conservation of water and energy resources. The Contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the NHL Campus.

5.2 Low Service Damages

5.2.1 Low service damages shall be imposed by the Employer on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the low service damages to be imposed. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise the Employer accordingly. The Contractor is also advised that the imposition of low service damages does not replace any legal proceedings the Council, authorities, landowners and/or members of the public may institute against the Contractor.

5.2.2 Low service damages shall be between R 200.00 and R 10,000.00, depending upon the severity of the infringement. The decision on how much low service damages to impose will be made by NHL's (the Employer) NHL Environmental Management Representative in consultation with the Facilities Manager or his/her designate and will be final. In addition to the low service damages, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

I, _____ (Name & Surname) of _____ (company) agree to the above conditions and acknowledge the Employer's right to impose low service damages should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: _____ in this date: _____ (dd/mm/yyyy) at:

_____ (NHL Office Name)

5.3 Internal and external factors

5.3.1

Below is a list of internal and external factors that may affect equipment availability and are beyond the contractor's control:

Items	Type	Comment
External resources	Utilities <ul style="list-style-type: none"> Water Electricity Gas NHL (SAVP, NICD, IT and FM) Support and other interfaces outside the contractor battery limit	<ul style="list-style-type: none"> No impact to reliability/Maintainability. Its impact on availability from an operations view
External causes	<ul style="list-style-type: none"> Outside Operating conditions/parameters. Operator fault/incorrect operation, consider shifting the risk to the Service provider by giving him responsibility to support Operations/Operators. Damage by others(users and Third parties) i.e. Elevator doors. Incorrect use. Foreign material is system. 	<ul style="list-style-type: none"> No impact to reliability/Maintainability. Impact on availability from operations view These are some of the occurrences that may not be considered the Normal Operating conditions
Other	<ul style="list-style-type: none"> Lack of information/Drawings. Lack of access due to no fault of the contractor after they have requested access timeously. Equipment's under Projects. Other factors that can be proven that was beyond the contractor's fault. 	
Spares	<ul style="list-style-type: none"> Availability of spares (if the spares are not under the control of the Service provider to the limit of the budget) Typically, it is the responsibility of the Client to ensure adequate administration and approval of the quotation for re-order of the spares timely, It is the responsibility of the service provider to ensure that the stores administration is done and minimum stock levels are adhered to, the request to buy spare are replenished are done on time intime 	<ul style="list-style-type: none"> Affect Maintainability No impact on service provider. The Risk is not sitting with a single owner

6. PRICE LIST

6.1 The following Activity Schedule is provided “as-is” for the benefit of the Bidder. The NHLs (the Employer) cannot guarantee that it is complete in all respects. The Bidder is responsible for providing an Activity Schedule which is accurate, complete and in accordance with their proposal. Also, refer to C3 (Service information) for activities that need to be priced. Only items listed in this Activity Schedule may be billed to the Employer.

6.2 The NHLs reserves the right to vary all the activities according to the rates given in this contract.

6.3 Part 1 - Activity Schedule

Item No.	Activity Description	Frequency	Quantity (per 12 months)	Amount (per single item)	Total (per 2 months)
1.	Contract Management and Administration as per the Maintenance Schedule as indicated in Table 3.2 and 4.15 to 4.24	Monthly	12	R	R
Total					R

6.4 Labour rates and Mark-up

6.4.1 Any work not included under part 1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

6.4.2 Activity Schedule – part 2 (Labour rates and Mark-up - Breakdowns) Any work not included under part 1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

6.4.3 All rates to exclude vat. Subject to mutual agreement between the NHLs and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time.

6.4.4 Labour rates shall include all personnel insurance, holidays with pay, and incentive bonuses.

6.4.5 **Note:** No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site.

6.4.6 Call-out rate must include all required travelling and the **first hour on site**.

Part 2 - Activity Schedule: Rate per Technician

No.	Description	Normal Hours (R/ Hour)	After hours (R/Hours)		
			Saturday	Sunday/ Holidays	Public
1.	Artisan	R	R	R	
2.	Assistant Artisan	R	R	R	

6.5 CALL OUT FEE + DIAGNOSTIC AND REPAIR RATES

6.5.1 **NOTE:** All rates for all activities, including diagnostic and repair, shall include all required tools, software, hardware and consumables (including all applicable specialized tools and software, hardware and consumables). The onus is on the contractor to price correctly.

6.5.2 All call-outs shall include all applicable travelling, all personnel insurance, holidays with pay, incentive bonuses, etc. Labour laws and all applicable laws shall be followed by the contractor.

6.5.3 Call-outs are not chargeable during hours technician/artisan/assistants or any applicable resource are on site.

6.5.4 Spares and sub – contractors work will be charged at cost plus mark-up. VAT shall not form part of mark-up calculations. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.

6.5.5 The spares list must be prepared based on tenderers best current spares prices (excl. VAT). The actual costs of spares will be reimbursed on submission of invoices and suppliers supporting documents.

6.6

Part 3 - Activity Schedule

Description	Total (Excluding VAT)
Part 1 - Activity Schedule	R
Sub-total A (Total Preliminary & General + Activity Schedule).	
Mark-up percentage for spares not exceeding 20%	%

6.6.1 **Note:** TOTAL- E (i.e., Total maintenance cost for duration of the contract) must be carried to the form of offer and acceptance

6.6.2 The values in this table/contract are not guaranteed; payment will be done as per approved work/activity done and assessments in this contract.

7. PROPOSED PRO-FORMA INVOICE

7.1 The following pro-forma invoice can be adopted and workshopped with service providers

No.	Description	QTY	RATE	AMOUNT
1	Part 1-Activity Schedule			
1.1	Monthly Fee	1	R	R
2	Part 2-Activity Schedule			
2.1	Call-out fee: Labour per hour for Artisan and Assistant (number of call-outs per Month) Normal Hour rates	5	R	R
2.2	Material/ Spares amount	1	R15 000	R 15 000
Sub-Total amount				R
Mark-up %				R
15% VAT				R
Total Amount				R

NB: Delivery cost must be included.

Resources:

The resources should have knowledge of the Control for HVAC Systems; HVAC Control Systems; Control Systems for Heating and Ventilating, and Air Conditioning

Duration

Twelve (12) months

FORM OF OFFER (SBD 7)

The employer, identified in the acceptance signature block, has solicited offers/quotations for the procurement of:

.....
.....

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

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

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

Rand.
..... **(in words);**

R **(in figures)**

This offer may be accepted by the employer by signing the acceptance this form of offer 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. We further undertake that upon final acceptance of our offer; we will commence with delivery when required to do so by the Client. Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Offer, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Quotation (RFQ).

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.

Signature(s)

Name(s) (Print name of signatory)

Capacity

Name of the Bidder

8. 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 **minimum 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 **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**.

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

8.1 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) Mandatory Returnable Documents (to be returned by Bidders)

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

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

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

5. The bidder must provide the CSD (Central Supplier Database) Registration number (MAAA number) / Attach the CSD Summary Report	Comply	Do Not Comply

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

6. TAX Clearance Pin.	Comply	Do Not Comply

Substantiation: The bidder must submit and attach to the bid response a valid TAX Clearance Pin or TAX Compliance Status Letter issued by the South African Revenue Services (SARS).

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 a sworn Affidavit prescribed by the B-BBEE Codes of Good Practice.

4.2 STAGE 2: MANDATORY (TECHNICAL) REQUIREMENTS (if applicable)

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

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

No.	Requirements	Compliance	
		Comply	Not Comply
1	CIDB grading (2ME or Higher)		
2	Letter of good standing COIDA		
3	Industry Regulator Registration (SARACCA)		
4	Electrical Wireman's Licence (Valid Licences as per the requirements of clause 4.5)		
5	Project Leader/ Site Manager (A comprehensive CV, Trade Test/ Diploma/ Degree of higher in the Engineering field or Built Environment, Certificates and experience as per the requirements of clause 4.5).		
6	Control Technician (A comprehensive CV, Trade Test, Certificates and a minimum of 3yrs experience as per the requirements of clause 4.5).		
7	Artisan Mechanical (A comprehensive CV, Trade Test, Certificates and a minimum of 3yrs experience as per the		

	requirements of clause 4.5		
8	Lead Electrician (A comprehensive CV, Trade Test, Certificates and a minimum of 3yrs experience as per the requirements of clause 4.5).		
9	Artisan Assistant (A comprehensive CV, Trade Test, Certificates and a minimum of 3yrs experience as per the requirements of clause 4.5).		
10	Company Profile demonstrating experience over the past years.		
11	Submit reference letters and or Practical Completion Certificates.		

8.2 STAGE 4: 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

9. SCHEDULE OF WORK CARRIED OUT BY THE BIDDER

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

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

Signature of person authorized to sign the bid: _____

Date: _____

10. SBD4 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 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 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to quote (RFQ):

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

1.2 To be completed by the organ of state

a) The 80/20 preference point system will be applicable in this RFQ. The lowest/ highest acceptable tender will be used to determine the accurate system once bidders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“bid”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

“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:

$$P_s = 80 \left(1 - \frac{80/20 \cdot (P_t - P_{min})}{P_{min}} \right)$$

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

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

involved in and exercise control over the enterprise. The following formula is prescribed

Where

NEP= Points awarded for equity ownership by an HDI

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Percentage Owned (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	6	%	
Woman	4	%	
Disabled	1	%	
Youth	4	%	
Locality <ul style="list-style-type: none"> • City of Johannesburg = 5 • Gauteng Province = 2 • National = 0 	5		
Total Points	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation

- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company [TICK

APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>..... SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

