



NATIONAL HEALTH LABORATORY SERVICE

REQUEST FOR QUOTATION (RFQ)

RFQ NO: 0646075

DESCRIPTION: Service and maintenance of Air conditioners, Freezers and Fridges for Freestate Business Unit Labs (Once off).

BIDS SUBMISSION ADDRESS:

NHLS MAIN RECEPTION
BID BOX: FSNW
CNR DE KORTE AND HOSPITAL STREET
BRAAMFONTEIN
JOHANNESBURG

Quotation Queries: 067 424 4733

Technical Queries:

CONTACT NAME: PROCUREMENT OFFICE

CONTACT NAME:

E-MAIL ADDRESS : Mbongeni.Maphalala@nhls.ac.za

E-MAIL ADDRESS: Mbongeni.Maphalala@nhls.ac.za

NAME OF A BIDDER:

RFQ SUBMISSION EMAIL ADDRESS:

FSNWorders@nhls.ac.za

NB: PLEASE REFERENCE THE EMAIL SUBJECT WITH THE RFQ NUMBER AND FULL DESCRIPTION

CLOSING DATE: 23 JUNE 2026 AT 11:00 AM

QUOTATIONS RECEIVED AFTER THE CLOSING DATE & TIME WILL BE DISQUALIFIED

QUOTATION VALIDITY PERIOD: 90 days

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL HEALTH LABORATORY SERVICE (NHLS)					
BID NUMBER:	RFQ NO: 0646075	CLOSING DATE: 23 JUNE 2026		CLOSING TIME:	11:00AM
DESCRIPTION	Service and maintenance of Air conditioners, Freezers and Fridges for Freestate Business Unit Labs (Once off).				
BID RESPONSE DOCUMENTS MAY BE EMAILED TO THE BELOW EMAIL ADDRESS:					
FSNWorders@nhls.ac.za					
PLEASE REFERENCE THE EMAIL SUBJECT WITH THE RFQ NUMBER AND FULL DESCRIPTION					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	PROCUREMENT OFFICE		CONTACT PERSON	PROCUREMENT OFFICE	
E-MAIL ADDRESS	Mbongeni.Maphalala@nhls.ac.za		E-MAIL ADDRESS	Mbongeni.Maphalala@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:		O R	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] Yes No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] Yes No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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

PART B:

TERMS AND CONDITIONS FOR BIDDING

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

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) 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.
- g) 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.
- h) No compulsory clarification site meeting or briefing session**
- i) Quotation procedure using the two (2) stage system will apply: **Not applicable.**
- j) Respondents arriving after the allocated time of the briefing session and failing to attend the compulsory RFQ/Site briefing will be disqualified
- 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 Mbongeni.Maphalala@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.

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

2.1 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 and determine whether the bidder has poor performance and three (3) or more projects 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 shall be deemed to be material to the award of this bid. If the bidder has three (3) or more projects that are not completed within the NHLS, the NHLS will justify the award to another tenderer. Failure to disclose the information required will lead to disqualification.**

No	Description of contract	Contract Amount (R)	Duration of the contract/projects (Start and end date)	Project completed (Yes/No) If yes, attach the completion certificate	Contact person and contact number
1					
2					
3					

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: _____

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 www.cidb.org.za).</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 NHLS

B.1.2	<p>For this contract, the following documents will be adopted:</p> <p>The single volume procurement document issued by the employer comprises of the following:</p> <p>The Request for quotation</p> <p>Part A 1: Bidding procedures</p> <p>A 1.1 - Notice and invitation to Submit Proposal B 1.2 - Submission data</p> <p>Part B.2: Returnable documents</p> <p>B.2.1 - List of returnable documents B.2.2 – Mandatory documents and Technical</p> <p>Part C2 - Pricing Data</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: Procurement Office</p> <p>E-mail Address: Mbongeni.Maphalala@nhls.ac.za</p>
C1.5	<p>Cancellation and Re-Invitation of Bids</p>
C.1.5.1	<p>An employer may, prior to the award of the RFQ, cancel a RFQ if-</p> <p>a) due to changed circumstances, there is no longer a need for the NHLS Standard spec</p> <p>b) funds are no longer available to cover the total envisaged expenditure; or</p>
	<p>c) no acceptable bids are received.</p> <p>d) there is a material irregularity in the bidder process.</p>
C.1.5.2	<p>The decision to cancel request for quotation must be published in the same manner in which the original request for quotation was advertised</p>
C.1.5.3	<p>An employer may only with the prior approval of the relevant treasury cancel request for quotation invitation for the second time.</p>
D.1.6	<p>Procurement procedures</p>
D.1.6.1	<p>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.</p>
D.2.	<p>Competitive negotiation procedure</p>

D.2.1	<p>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.</p> <p>Notwithstanding the provisions of E.2.17, the employer may request that bids be clarified, specified and fine-tuned in order 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.</p>
D.2.3	<p>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.</p>
D.2.4	<p>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.</p>
E.2	Bidder's obligations
E.2.1	<p>Eligibility</p> <p>Only those bidders who satisfy the following criteria are eligible to submit bids:</p> <p>CIDB registration</p> <p>Only bidders who are already registered in terms of the Construction Industry Development Regulations 25(2) in CIDB grading designation 1 ME or higher are eligible to submit quotation.</p> <p>For the sake of clarity and subject to satisfactory proof of a bidder's ability to perform the work specified at the bid ed value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum bid ed exceeds the margins shown then such bidder shall be deemed non-responsive.</p>

	Category of bidder	Upper limits per CIDB Regulation 17	Employer's allowable margins
	1	R0.5 m	The Employer will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted
	2	R1.0 m	
	3	R3.0 m	
	4	R6.0 m	
	5	R10.0 m	
	6	R20.0 m	
	7	R60.0 m	

	8	R200.0 m
E.2.2	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <ul style="list-style-type: none"> (a) Availability of resources (b) Availability of skills to manage and perform the contract (c) Previous experience on contracts of a similar value and nature (d) A letter on the companies' letterhead stating that the contractor has sufficient capacity to execute the project (e) Material Data Sheet 	
E.2.	Cost of Bidding	
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.	
F.3.1	<p>Check documents</p> <p>Check the bidder documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>	
F.4.1.	<p>Confidentiality and copyright of documents</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>Acknowledge addenda</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>Clarification meeting</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>Seek clarification</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>Insurance</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>Pricing the RFQ BOQ</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>Alterations to documents</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>Alternative RFQ offers</p> <p>No alternative bidder offers will be considered</p>
F.7.	<p>Submitting a RFQ Responses</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	<p>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.</p>
F.1.4	<p>Sign the original of the RFQ Document where required in terms of the RFQ document. The employer will hold all authorized signatories liable on behalf of the RFQ</p>
F.1.5	<p>Bidders are requested to submit the RFQ response in one email with all the attachments. The Employer's address for submission of RFQ and identification details to be shown on each bidder offer package are:</p> <p>Title to appear on email subject or attachment one (1):</p> <p>1. RFQ NO: 0646075 –: Service and maintenance of Air conditioners, Freezers and Fridges for Freestate Business Unit Labs (Once off).</p> <p>This email submission must contain the Returnable, SCM Documentation and Relevant Annexures. This email submission</p>

	<p>must contain soft copies of all the pages in this document, duly completed and signed,</p> <p>Title to appear on email subject or attachment one (1):</p> <p>2. RFQ NO: 0646075 –: Service and maintenance of Air conditioners, Freezers and Fridges for Freestate Business Unit Labs (Once off).</p> <p>This email submission will contain the Pricing Schedules (Bills of Quantities) and RFQ document as published.</p>
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	For identification purposes, bidders are requested to ensure that the email response containing the company's bids are clearly referenced and are easily identifiable.
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>Closing time</p> <p>The closing time for submission of Quotation is 23 JUNE 2026 at 11h00am.</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>Clarification of bidder offer after submission</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	<p>Inspections, tests and analysis</p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the submission data.</p>
F.2.3	<p>Submit securities, bonds and policies</p> <p>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.</p>
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	<p>Canvassing and obtaining of additional information by bidders</p> <p>The Bidder shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of bid s.</p>

E.2.4.3	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a quotation to a person -</p> <ul style="list-style-type: none"> a) who is in the service of the state; or 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 c) a person who is an advisor or consultant contracted with the Department. <p>In the service of the state means to be -</p> <ul style="list-style-type: none"> a) a member of: - <ul style="list-style-type: none"> • any municipal council. • any provincial legislature; or • the National Assembly or the National Council of Provinces. b) a member of the board of directors of any municipal entity. c) an official of any municipality or municipal entity. d) an employee of any national or provincial department. e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999). f) a member of the accounting authority of any national or provincial public entity; or g) An employee of Parliament or a provincial legislature. <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>
G.3.	The employer's undertakings
<p>Add the following new clause G.3.1</p>	<p>Respond to requests from the bidder</p> <p>The Employer will respond to requests for clarification received up to five (3) working days before the bidder closing time.</p>
<p>Add the following new clause G.3.2</p>	<p>Issue Addenda</p> <p>Addenda will be issued until five (3) working days before the bidder closing time.</p>
H.4	Arithmetical errors, omissions and discrepancies

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"> a) the gross misplacement of the decimal point in any unit rate. b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <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"> a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. 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. 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 Bidder'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. <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>Functionality, Price and Preference</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"> a) the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation. 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;
	<ul style="list-style-type: none"> c) the bidder has not: <ul style="list-style-type: none"> i. abused the Employer's Supply Chain Management System; or ii. failed to perform on any previous contract and has been given a written notice to this effect. 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 bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bidder process <ul style="list-style-type: none"> i. Has submitted the documentation listed in E2.21 and E2.22

4. SCOPE OF WORKS
**FORM OF QUOTATION_SUPPLIER: _
REQ NO: 0646075**
DESCRIPTION: Service and maintenance of Air conditioners, Freezers and Fridges for Freestate Business Unit Labs (Once off).

LAB NAME	AREA WHERE AIRCON OR FRIDGE IS BASED	MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER	SERIAL NUMBER	TOTAL NO OF AIRCONS	TOTAL NO OF FRIDGES / FREEZERS
BOTSHABELO	Park Home	York Aircon	0101014022011007	1	
	LSS	York Air Con	321802277190400000	1	
	Chemistry Lab	Carrier Inverter	340486338037C180170079	1	
	Kitchen	Kelvinator Fridge	266794		1
	Chemistry lab	Husky 2 Door Display Fridge	ES1360X03		1
	Chemistry	Fridge Star 2 Door display fridge	ES1140X35		1
	Chemistry	Defy Freezer	104547		1
Chemistry	Fridge star Upright Display freezer	YA1451011			1
		Total		3	5
MANAPO	Chemistry	Dunham-Bush	D202130380313B04160016	1	
	Haematology	Dunham-Bush	D202050520213326160051	1	
	Microbiology	York	314101923151200008	1	
	Microbiology	York	314101923151200011	1	
	Receiving Office	York	314301028160700005	1	
	Receiving Office	Carrier	Asset No: 108228	1	
	Receiving Office	LG	305TAJD00244	1	
	Rest Room	Carrier	Asset No. 06-008281	1	
	Lab Manager' Office	Unionaire	Asset No. 06-008280	1	
	Haematology	Cold Stream Walk-in Fridge	Asset No.06-008281		1
	Chemistry	KIC Chest Freezer	400601966786		1
	Chemistry	Sci Cool Double Door Display Fridge	Asset No.06-008275		1
	Chemistry	Bosch upright freezer	SN: GSN29VW3201 Tag: NH00A442		1
	Microbiology	Cold Stream Walk-in Fridge	Asset No. 06-008257		1
		Total		9	5
LAB NAME	AREA WHERE AIRCON OR FRIDGE IS BASED	MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER	SERIAL NUMBER	TOTAL NO OF AIRCONS	TOTAL NO OF FRIDGES / FREEZERS
BETHLEHEM	Micro	Templow Upright Freezer	83 316 011 7		1
	Micro	Frigoglass Fridge	SA 657800089		1
	Corridor	Labex Frigoglass Husky	SA 362652923		1
	Chemistry	Labex Frigoglass Husky	SA 362652925		1
	Corridor	Labex Frigoglass Husky	SA 362652926		1
	Chemistry	Double door	SNFH1135X01/ YA2751076		1
	Chemistry	Double door	SNFH1135X01/ YB0551044		1
	Manager's Office	Samsung	BD9ZP9CT2000 62H	1	

Oracle Office	LG	610 KANY 00135	1	
Chem	York	Y5HJZH 024	1	
Laboratory	Alliance	D202226530814 530160003	1	
Receiving Office	Samsung	BD9ZP9CT2000 58N	1	
Micro	LG	208TAZFDZ845	1	
TB	Samsung	4U93830000031 6	1	
		Total	Z	Z

NOTE:

“Provide details and registration confirmation with CIDB in terms of the CIDB Act 38 of 2000. Provide proof of grading level 1 ME

LAB NAME	AREA WHERE AIRCON OR FRIDGE IS BASED	MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER	SERIAL NUMBER	TOTAL NO OF AIRCONS	TOTAL NO OF FRIDGES / FREEZERS
	Micro	HUSKY HV362	57642/K10CF		1
	Micro	HUSKY HV211	A211324919		1
	Micro	HUSKY HV362	49855/KBOBF		1
	Micro	Sep Sci Cool	01303202070		1
	Haem	Figorex	D400259390		1
	Chem	HUSKY HV362T	362253284		1
	Chem	Sep Sci Co	010610192071		1
	Chem	Apex Scientific	2134000111MDF-40U328		1
	MICRO	YORK Y5HJXH012BAM	010101496201200282	1	
	MICRO	YORK Y5HJXH012BAM	010101496201200304	1	
	MICRO	YORK Y5HJXH012BAM	010101496201200281	1	
	CORE LAB	YORK Y5HJXH012BAM	010101496201200280	1	
	CORE LAB	YORK Y5HJXH012BAM	010101496201200300	1	
	CORE LAB	YORK Y5HJXH012BAM	010101496201200301	1	
	RECEIVING	YORK Y5HJXH012BAM	010101496201200302	1	
	RECEIVING	YORK Y5HJXH012BAM	010101496201200303	1	
	RECEIVING	YORK Y5HJXH012BAM	010101496201200282	1	
	KITCHEN	YORK Y5HJXH012BAM	010101496201200305	1	
	ADMIN OFFICE	YORK Y5HJXH012BAM	010101496201200306	1	
	LM OFFICE	YORK Y5HJXH012BAM	010101496201200307	1	
KROONSTAD			Total	12	8
SASOLBURG	Receiving	York aircon	010101237190600060	1	
	Chem/Haem	York aircon	010101115171100015	1	
	Chem/Haem	Husky	SA211361127		1
	Chem/Haem	Husky	SA362358946		1
	Parkhome	LG AIRCONS X5	N/A	5	
	Kitchen	Hisense	N/A		1
	Office	Kelvinator	N/A		1
			Total	7	4

LAB NAME	AREA WHERE AIRCON OR FRIDGE IS BASED	MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER	SERIAL NUMBER	TOTAL NO OF AIRCONS	TOTAL NO OF FRIDGES / FREEZERS
PELONOMI	Pelon Hosp_Chm_Main lab	Husky Fridge	SA362248780		1
	Pelon Hosp_Chm_Main lab	Double Door Glass Fridge 800L	2808182070		1
	Pelon Hosp_Asset Store_Store RM	1 Door Husky Fridge	SA252334170		1
	Pelon Hosp_TB_Rm 7	Husky Fridge	SA252301410		1
	Pelon Hosp_Micro_Rm 7	Husky Fridge	2291752Y7/92		1
	Pelon Hosp_Ass Store_Store RM	2 Door Husky Fridge	SA362248773		1
	Pelon Hosp_Asset Store_Store RM	600LT Upright Freezer	MDF-25U600		1
	Walk-in Fridge – CORE lab	ISOWALL	YME90 4262		1
	Walk-in Fridge - Micro	ISOWALL SU101A	7G0064S		1
	Micro, 2x Office and Kitchen Central Aircon	DIAKIN Model RY140LUY1	3PN05171-6	1	
	TB Central Aircon	DIAKIN Model RY250KUY1	3PN04795-4D	1	
	Receiving Central aircon	MITSUBISH Model PUH4YKSA	37E00045	1	
	Chemistry Central aircon	MITSUBISH Model PUH-10MYE1 EUS-ZA1	16UH0070	1	
	TB Office Split Unit	LG 5266GHU50	N/A	1	
	BM OFFICE Split Unit	CARRIER INVERTER R410 38QHC018DS	203001940616C28170146	1	
	BM SECRETARY OFFICE Split Unit	DIAKIN Model RXE25BUMA	4902501	1	
	Server Room Split Unit	ECO-AIR E09HM	2003C01397	1	
	New Haematology Lab Split Unit	CARRIER INVERTER R410 38QHC024DS	3405121710881250170042	1	
	Stores Main area Split Unit	DB aircon DT182H	2311601W00397	1	
	Stores Main area Split Unit	CARRIER INVERTER R410A 38QHC024DS	3.40862E+21	1	
	Phlebotomy Room Split Unit	KELON AS-18HR4FTJUG	70300082	1	
	QA Office	KELON AS-09HR4FWGUG	70300215	1	
	Phlebotomy Waiting Area Split Unit	Samsung DIGITAL INVERTER	0S2KPAEK600488N	1	
	IT OFFICE Split Unit	DB aircon DT122H	2311503W00268	1	
	Room 2 LM Office	SAMSUNG	AR12BSHGAWKN	1	
	TEA ROOM	SAMSUNG	AR18BSHGAWKN	1	
New Laboratory	HISENSE	IKK01802GSNP0Q575 iKK00902HNP09QS5J IKK03600AYNP0863P	4		

			IKK03600AYNP20015		
			Total	21	9
LAB NAME	AREA WHERE AIRCON OR FRIDGE IS BASED	MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER	SERIAL NUMBER	TOTAL NO OF AIRCONS	TOTAL NO OF FRIDGES / FREEZERS
WELKOM	LM OFFICE	York	VKK0120018NP009QRJ40016	1	
	Student room	Samsung	DB98-33083B-00	1	
	Boardroom	Samsung	n/a	1	
	Tea room	Samsung	DB98-33083B-00	1	
	Server room	Samsung	DB98-33083B-00	1	
	Buyer's office	Samsung	n/a	1	
	Supervisor's office	Samsung	n/a	1	
	Core lab	Samsung	0R44PAGMC00020E	1	2
	Core lab	Samsung	0R44PAGMC0024R	1	2
	Core lab	Samsung	n/a	1	1
	LSS	Samsung	0R11PAGMC00021B	1	1
	LSS	Samsung	0R11PAGMC00021B	1	1
	Foyer/front entrance	Samsung	n/a	1	
	Admin Office	Samsung	BDAEP9CN900528L	1	
	Micro	Samsung	0R44PAGMC00002J	1	2
Phlebotomy room	York	n/a	1		
	TB	York	32170107821120 0 019	1	1
			TOTAL	17	10

4 PRICING SCHEDULE
PRICING SCHEDULE:

No.	Description	Quantity	Unit Price Excl. Vat (per hour)	Total Price Excl. Vat
1.	SERVICING OF AIR CONDITIONERS (Once off)	76	R	R
2.	SERVICING OF REFRIGERATORS (Once off)	48	R	R
3.	CONTINGENCY AMOUNT FOR REPAIRS, REPLACEMENT OF PARTS AND LABOUR COSTS IF ANY OF THE ABOVE EQUIPMENT/S NEEDS TO BE REPAIRED.			R60 000
4.	TOTAL EXCLUDING VAT		R	R
5.	VAT AT 15% (IF APPLICABLE)		R	R
6.	TOTAL INCLUSIVE OF VAT		R	R

NB: The contingency amount will only be utilized if there are repairs needed, the price quoted for service must include all associated costs.

OTHER COSTS: (In case of repairs to be undertaken)

RATE PER KILOMETRE (Travelling Cost)	R
LABOUR COST PER HOUR	R

LABORATORIES	CALL OUT FEE PER LAB (In case of assessment to be done)
BOITSHABELO	R
MANAPO	R
BETHLEHEM	R
KROONSTAD	R
SASOLBURG	R
PELONOMI	R
WELKOM	R
TOTAL	R

6. 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

7. RFQ EVALUATION PROCESS AND CRITERIA

The RFQ will be evaluated by the Cross Functional Evaluation Team (CFET), and the successful service provider will be selected based on a three-phased approach (3-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: 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. The Bidder must 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		
4. 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.		
5. Bidder must complete the Bill of Quantities (BoQ).	Comply	Do Not Comply
Substantiation: The Bidder must submit and attach to the bid response fully completed BOQ.		

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

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

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.		

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

Stage 2: Mandatory and regulatory requirements

The following are deemed as mandatory and regulatory requirements and failure to comply will result in the invalidation of a bid proposal

References:

No	Certificate and or license	comply	Do not comply
1	The bidder must provide proof of grading level 1 ME or higher registration confirmation with CIDB in terms of CIDB Act 38 of 2000		
2	TWO (2) copies of contactable reference or completion certificate where air conditioners and refrigeration were repaired or serviced. The reference letters must be on client's letterhead, with contact details, valid e-mail address, office telephone, cell phone and business address		
3	Bidder must attach Refrigeration trade test certificate		
4	Bidder must attached Wire men license		

- NHLS delegates can also and contact the client or visit the work done as referred on the reference or completion certificate.
- All the contractors will be requested to provides NHLS with the following signed of stamped references or completion certificates of similar work done on company or departments letter head, not more than five years (5) old as per the table below, **unless specified on the Project Technical evaluations.**

Stage 3: 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:

Price Assessment	80 Points
-------------------------	------------------

Specific Goals	20 Points
-----------------------	------------------

8. SCHEDULE OF WORK CARRIED OUT BY THE BIDDER

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

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

Signature of person authorized to sign the bid: _____

Date: _____

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 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 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 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

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:

	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 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 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 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of bidder under consideration

Pt = Price of bidder under consideration

PMing = 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

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

Where

Ps = Points scored for price of bidder under consideration
Pt = Price of bidder under consideration

Pmax = 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	6	%	
Woman	4	%	
Disabled	1	%	
Youth	4	%	
Locality <ul style="list-style-type: none"> • Free State Province = 5 • 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 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

10. FORM: OHS ACT DECLARATION AND SUBMISSION

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

..... SIGNATURE(S) OF BID ER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

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"> 1. Clause 5.8.1 non-working times 2. Clause 5.11.1 Suspension of the Works 3. Clause 5.12.1 Approval of any extension of time for completion 4. Clause 5.12.4 Acceleration of progress instead of extension of time 5. Clause 5.13.2 Reduction of a penalty for delay 6. Clause 6.3.2 The issuing of variation orders 7. Clause 6.8.4 The determination of additional or reduced cost arising from changes in the legislation 8. Clause 6.11 The agreeing of the adjustment of the sums for general items 9. Clause 10.1.5 The giving of a ruling on a Contractor's claim
5.3.1	<p>Clause 5.3.1: Commencement of the Works</p> <p>The documentation required before commencement with Works execution are:</p> <ol style="list-style-type: none"> a) Health and Safety Plan b) Initial programme c) Security d) Insurance
5.3.2	<p>Clause 5.3.2: Timeframe to deliver documentation</p> <p>The time to submit the documentation required before commencement with Works execution is fourteen (14) days.</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>Clause 5.8.1: Non-Working Times</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"> 1. All gazetted public holidays falling outside the year end break. 2. The year-end break commencing on 14 December and ending on 7 January (Provisional).
5.13.1	<p>Clause 5.13.1: Penalty for Delay</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>Clause 5.16.3: Latent defect liability</p> <p>The latent defect period is ten (10) years for civil engineering works.</p>
6.8.2	<p>Clause 6.8.2: Contract Price Adjustment</p> <p>The Contract Price Adjustment is not applicable in this contract.</p>
6.8.3	<p>Clause 6.8.3: Variation in Cost of Special Materials</p> <p>Price adjustments for variations in the costs of special materials are not allowed</p>
6.10.1.5	<p>Clause 6.10.1.5: Interim Payments - Materials on Site</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>Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate</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>Clause 8.6.1.1.2: Insurance</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>Clause 8.6.1.1.3: Insurance</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	<p>Clause 8.6.1.3: Insurance</p> <p>The limit of indemnity for liability insurance is R5 million for any single claim – the number of claims to be unlimited during the construction.</p>
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	<p>Clause 10: Dispute Resolution</p> <p>“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.”</p>
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	<p>Clause 12: Confidentiality</p> <p>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.</p>
12	<p>Clause 13: Amendments in writing</p> <p>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.</p>

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.

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:

1.2.1.2	The address of the Contractor is: Address (physical): Address (postal): Telephone: Facsimile: e-mail: