NATIONAL HEALTH LABORATORY SERVICE

REQUEST FOR QUOTATION (RFQ)

RFQ NO: GP1672

DESCRIPTION: PROVISION OF ARMED SECURITY GUARDS AT NHLS BRAAMFONTEIN FOR A PERIOD OF TWELVE MONTHS- GAUTENG REGION

ISSUED BY:

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

Quotation Queries:	**Technical Queries:**
CONTACT NAME: GAUTENG PROCUREMENT	CONTACT NAME: GAUTENG PROCUREMENT
E-MAIL ADDRESS: gautengprocurement@nhls.ac.za	E-MAIL ADDRESS: gautengprocurement@nhls.ac.za

NAME OF A BIDDER:……

SITE BRIEFING: 16 October 2026 @ 11:00
VENUE: NHLS Braamfontein (De Korte, Johannesburg Gauteng, 2192)
CLOSING DATE: 23 October 2026 AT 11:00
QUOTATION VALIDITY PERIOD: The quotation validity period is 90 days.

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1. SBD 1 PART A INVITATION TO BID

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL HEALTH LABORATORY SERVICE (NHLS)					
BID NUMBER:	**RFQ NO: GP1672**	**CLOSING DATE:**	**23 October 2026**	**CLOSING TIME:**	**11:00AM**
DESCRIPTION	**PROVISION OF ARMED SECURITY GUARDS AT NHLS BRAAMFONTEIN FOR A PERIOD OF TWELVE MONTHS- GAUTENG REGION**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
NHLS RECEPTION: RFQ BOX: NO. CNR HOSPITAL AND DE KORTE STREET, BRAAMFONTEIN, SECURITY OFFICE.					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**PROCUREMENT OFFICE**	CONTACT PERSON	**PROCUREMENT OFFICE**
E-MAIL ADDRESS	gautengprocurement@nhls.ac.za	E-MAIL ADDRESS	-gautengprocurement@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] 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]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)	☐ YES	☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES	☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES	☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES	☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES	☐ NO

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

PART B

1. 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) 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.

- **compulsory clarification site meeting – 16 October 2026**
  - The bidder must be represented at the site inspection by a person who is suitably qualified and experiences to comprehend the implications of the work involved.
  - The contractor/bidder will be responsible for final measurements.

h) Quotation procedure using the two (2) stage system will apply: **Not applicable**.

i) Respondents arriving after the allocated time of the briefing session and failing to attend the compulsory RFQ/Site briefing will be disqualified

j) No services must be rendered or goods delivered before an official NHLS Purchase Order form has been received.

k) This RFQ will be evaluated in terms of the 80/20 preference point system prescribed by the Preferential Procurement Regulations, 2022.

l) All questions regarding this RFQ must be forwarded to the gautengprocurement@nhls.ac.za 24 hours prior the RFQ closing date.

m) The General Conditions of Contract (GCC) issued by National Treasury are applicable.

n) 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.

o) **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.

p) **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.

q) **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**

FOR HAND DELIVERIES OF RESPONSES, PLEASE SUBMIT THE RFQ DOCUMENT TO NHLS RFQ BOX, CNR HOSPITAL AND DE KORTE STREET BRAAMFONTEIN, SECURITY OFFICE

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 criteria.**

2.2 <u>Schedule of work carried out by the bidder at NHLS</u>

- 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					
4.					
5.					

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

Name of the Bidder: _____

Signature of the person authorized to sign the Bid: _____

Date: _____

3. SUBMISSION DATA

Clause number	Submission Data
	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. 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). 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 . Each item of submission data given below is cross-referenced to the clause in the standard conditions of bidder to which it mainly applies.
A.1.1	The employer is the **NHLS**
B.1.2	For this contract, the following documents will be adopted: The **single volume** procurement document issued by the employer comprises of the following: **The Request for quotation** **Part A 1: Bidding procedures** A 1.1 - Notice and invitation to Submit Proposal B 1.2 - Submission data **Part B.2: Returnable documents** B.2.1 - List of returnable documents B.2.2 - Mandatory documents and Technical **Part C2 - Pricing Data** C2.1 - Bill of Quantity (BOQ)
C.1.4	The Employer's agent for the purpose of this quotation is deemed to be the authorised and designated representative of the Employer: Name: Procurement Office E-mail Address: gautengprocurement@nhls.ac.za

C1.5	**Cancellation and Re-Invitation of Bids**
C.1.5.1	An employer may, prior to the award of the RFQ, cancel a RFQ if: a) due to changed circumstances, there is no longer a need for the NHLS Standard specification. b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable bids are received. d) there is a material irregularity in the bidder process.

C.1.5.2	The decision to cancel request for quotation must be published in the same manner in which the original request for quotation was advertised
C.1.5.3	An employer may only with the prior approval of the relevant treasury cancel request for quotation invitation for the second time.
D.1.6	**Procurement procedures**
D.1.6.1	Unless otherwise stated in the submission data, a contract will, subject to E.3.13, be concluded with the bidder who in terms of E.3.11 is the highest ranked or the bidder scoring the highest number of RFQ evaluation points, as relevant, based on the RFQ submissions that are received at the closing time for RFQ.
D.2.	**Competitive negotiation procedure**
D.2.1	All responsive bidders or at least a minimum of not less than three responsive bidders that are highest ranked in terms of the evaluation criteria stated in the submission data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of E.2.17, the employer may request that bids be clarified, specified and fine-tuned in order to improve a bidders competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
D.2.2	At the conclusion of each round of negotiations, bidders shall be invited by the employer to revise their bidder offer based on the same evaluation criteria, with or without adjusted weightings. Bidders shall be advised when they are to submit their best and final offer.
D.2.3	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.
E.2	**Bidder's obligations**

E.2.1	**Eligibility** Only those bidders who satisfy the following criteria are eligible to submit bids: a) CIDB registration Only bidders who are already registered in terms of the Construction Industry Development Regulations 25(2) in CIDB grading designation are eligible to submit quotation - N/A For the sake of clarity and subject to satisfactory proof of a bid er'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.

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	Only those bidders who satisfy the following eligibility criteria are eligible to submit bids: (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.3.	**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	**Check documents** Check the bidder documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.4.1.	**Confidentiality and copyright of documents** 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.
F.4.2	**Acknowledge addenda** 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.

F.4.3	**Clarification meeting** A compulsory clarification meeting with representatives of the Employer 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.
F.4.4	**Seek clarification** 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)
F.4.5	**Insurance** 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.
F.5.1.	**Pricing the RFQ BOQ**
F.5.2.	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.

F.6.1	**Alterations to documents** 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 bid er. All signatories to the bidder offer shall initial all such alterations.
F.6.2	**Alternative RFQ offers** No alternative bidder offers will be considered
F.7.	**Submitting a RFQ Responses**
F.1.1	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
F.1.2	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.
F.1.3	Submit the parts of the RFQ offer communicated on paper as an original the RFQ Document with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
F.1.4	Sign the original of the RFQ Document where required in terms of the **RFQ** document. The employer will hold all authorized signatories liable on behalf of the RFQ
F.1.5	Bidders are requested to deliver the submission in one envelope. The Employer's address for delivery of RFQ and identification details to be shown on each bidder offer package are: **Title to appear on envelope or attachment one(1):** **RFQ NO: GP1672 PROVISION OF ARMED SECURITY GUARDS AT NHLS BRAAMFONTEIN FOR A PERIOD OF TWELVE MONTHS- GAUTENG REGION** This envelope must contain the Returnable, SCM Documentation and Relevant Annexures.

	This envelope must contain **printed copies** of all the pages in this document, duly completed and signed, **Title to appear on envelope or attachment two (2):** **RFQ NO: GP1672 PROVISION OF ARMED SECURITY GUARDS AT NHLS BRAAMFONTEIN FOR A PERIOD OF TWELVE MONTHS- GAUTENG REGION_ *(FINANCIAL QUOTATIONS)*** This envelope will contain the Pricing Schedules (Bills of Quantities) and RFQ document as published. For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids are clearly marked and are easily identifiable by the company's logo or name.

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	**Closing time** The closing time for submission of Quotation is **23 October 2026 at 11h00am.** CIDB is not obliged to accept the lowest or any bidder and reserves the right to accept any bidder in whole or in part.
F.1.6.3	The RFQ validity 90 days period is from the closing date.
F.2.	**Clarification of bidder offer after submission** 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.
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	**Inspections, tests and analysis** Provide access during working hours to premises for inspections, tests and analysis as provided for in the submission data.
F.2.3	**Submit securities, bonds and policies** If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
F.2.3.1	Provide access during working hours to premises for inspections, tests and analysis as provided for in the submission data.
F.2.3.2	The Bidder is required to submit with his/her bidder all documents and schedules listed under E2.1 and E2.2.
F.2.3.3	Canvassing and obtaining of additional information by bidders The Bidder shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of bid s.

E.2.4.3	Prohibitions on awards to persons in service of the state The Employer is prohibited to award a quotation to a person - 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. **In the service of the state** means to be - a) a member of:- • 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. 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.
G.3.	**The employer's undertakings**
Add the following new clause G.3.1	**Respond to requests from the bidder** The Employer will respond to requests for clarification received up to five (3) working days before the bidder closing time.
Add the following new clause *G.3.2*	**Issue Addenda** Addenda will be issued until five (3) working days before the bidder closing time.
H.4	**Arithmetical errors, omissions and discrepancies**

H.4.1	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: 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 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.

H.4.2	The arithmetical errors shall be corrected in the following manner: 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 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. 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.
H.4.3	**Functionality, Price and Preference** 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.
H.4.5	Request for quotation will only be accepted on condition that: 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;

RFQ NO: GP1672 PROVISION OF ARMED SECURITY GUARDS AT NHLS BRAAMFONTEIN FOR A PERIOD OF TWELVE MONTHS- GAUTENG REGION

1. ARMED RESPONSE SERVICES SPECIFICATION (BRAAMFONTEIN- CENTRAL OFFICE) – 12 MONTHS 2025/2026

THE PURPOSE

The purpose of this request is to appoint reputable service provider to provide and install an alarm system as well as provide armed response services to the NHLS Braamfontein premises for twelve (12) month period over specified time frames below:

- Monday to Friday 10h00 – 16h00
- Weekends and Public Holidays: 18h00 to 06h00 and 06h00 to 18h00pm
- On daily basis: Night Shift 19H00 – 07H00 on daily.

2. SCOPE OF WORK

1. Armed Response Services (armed response officer and panic buttons x6)
2. The armed Response Security Company must work closely with the existing law enforcement services/Agencies such as the Neighbour Community Policing Forums, Traffic Department and South African Police Service (SAPS).
3. The security company must be PSIRA (Private Security Industry Regulatory Authority) complaint and have sufficient experience in armed response services.
4. The Response Company must have physical work premises with 24 hours monitored Control Room.
5. Provide quick armed response of 10 minutes or less, after receiving alarm activation.
6. Vehicle strategic placing to be shared with NHLS after site briefing.
7. Must have an existing patrolling vehicle within a radius of about 10km away from NHLS Braamfontein office, to respond on time.
8. Conduct Braamfontein outside perimeter monitoring, approach and remove hanging around people.
9. Maintain and repair alarm system in the office.
10. Ensure compatibility with the alarm system to allow for notification of any alarm activation to the NHLS Braamfontein (Linked to the cell phones).
11. Ensure that the alarm system is linked to the service providers control room for armed reaction and monitoring purposes.
12. Security services provider must be fully compliant in terms of the firearms control act 60 of 2000 (Firearm competency certificate to be attached SAPS).
13. All armed officers must be trained, PSIRA Grade C, have SAPS Competency certificates, Undergo vigorous First Aid, Self Defence, Fitness and Firearm training. Routine training and refresh training records needs to be up to date.
14. Armed officer must be dressed in full company uniform when on duty (Equipped with bulletproof vests, handcuffs, touches and 9 mm side arms).
15. Panic buttons (8 mobile panic buttons for control room, reception, security main gate and for patrolling) cover radius of 800m to be linked with armed response team (and service provider control room).
16. Service provider must provide a branded vehicle.
17. Patrol vehicle to patrol surrounding campus hourly.
18. The security companies applying for this contract must be operating in the Braamfontein area and have an armed response stationed in the area for quick response in less than 10 minutes as mentioned above.
19. The security company will comply with the NHLS terms and conditions, including the signed service level agreement.
20. The bidder will be required to issue a certificate of compliance after the alarm system has been installed.
21. Ad hoc provision of grade C security officer.
22. The successful bidder must be able to provide the NHLS with grade C registered officer as and when required.

23. The guards to be provided, should there be a need, will have to be in full uniform of the service provider.
24. NB: The service provider shall every month supply a summarised written report to the Facilities Management on specific problems, suggestions, improved methods, and work programs, personnel turnover, remedial action, and all other matters connected with this agreement.
25. Response vehicle to be equipped with SAIDSA specifications.

3. Ad hoc provision of grade C security officer.

The successful bidder must be able to provide the NHLS with grade C registered officer as and when required.
The guards to be provided, should there be a need, will have to be in full uniform of the service provider.

NB: The service provider shall every month supply a summarised written report to the Facilities Management on specific problems, suggestions, improved methods, and work programs, personnel turnover, remedial action, and all other matters connected with this agreement.

4. ARMED RESPONSE SECURITY SERVICES: SERVICE LEVELS AND FINANCIAL PENALTIES

(Financial penalties shall be limited to a maximum penalty of 20% of the monthly fee)

1.	Service Level	Description of the service level	Financial Penalty
2.	The Service Provider to assign to NHLS, Security Officers that possess valid PSIRA certificates. PSIRA Identity cards on display all the time whilst on duty.	The Service Provider provides the Security Officer/s that does not possess a valid PSIRA certificate.	R3 000.00 per incident of non-adherence
3.	Security Officers must immediately respond to the triggering of an alarm as dispatched by its Control Room Officers	Failure to respond to a triggered alarm within fifteen (15) minutes	R3 000.00 per incident of non-adherence
4.	All Security Officers to wear appropriate uniform for the assignment as prescribed by PSIRA.	Security Officer(s) wearing the wrong uniform	R2 000.00 per incident of non-compliance.
5.	Pocket book	Unavailability of Pocket book	R500,00 per officer
6.	Sleeping on duty		R1500 per officer on shift
7.	Handcuffs and keys	Unavailability of handcuffs and keys	R500 per officer on shift
8.	Under the influence of alcohol	Officer under the influence of alcohol	R1500 per officer on shift and NHLS reserve the right to reject services of an officer who pose danger to NHLS staff and visitors.

9.	Late posting	Officer reporting on duty late	R500 per hour
10.	Short posting	Short positing of officer	R1500
11.	Expired PSIRA Identification cards/certificate	Invalid PSIRA	R500 per officer

5. Service Level Agreement – Administrative aspects

No.	TECHNICAL	FREQUENCY	ACTION		
1.	Submission of daily alarm reports.	Daily before 10:00	Service Provider		
2.	Submission of monthly invoice and statement. After the completion of a month's service.	The 1st working day of each new month. Per contractual requirements	Service Provider		
3.	Monthly meeting with Security Supervisor/Manager of the Service Provider.	1st Tuesday of each month	Service Provider and NHLS		
4.	SLA compliance and performance meetings with Manager/Supervisor of the Service Provider.	Quarterly	Service Provider and NHLS		
5.	Investigation reports	Within five (5) days after the incident	Service Provider		

6. Non-Compliance and Mitigation Measures

Item	Non- compliance	1st Offence	2nd Offence	3rd Offence	Outcome
1.	Negligence in the performance of armed response duties or breach of security.	Service Provider must replace the armed response personnel immediately.	A written notice for non-compliance and rectification within agreed timeframe.	Remove the armed response personnel from the site and final written notice.	If this practice continues, the NHLS Facility Manager will call a meeting with the security Service Provider.
2.	Damage to the NHLS property or staff or guest's property.	A joint investigation will be conducted. Decision on liability will be determined by such an investigation.	A joint investigation will be conducted. Decision on liability will be determined by such an investigation.	Joint investigation will be conducted. Decisions on liability will be determined by such an investigation. If there is evidence of negligence, the	The liability will be determined by the outcome of the internal investigation and will be reported to the NHLS Security Manager.

		If there is evidence of negligence, the Service Provider will be held liable for replacement or repairs.	If there is any evidence of negligence, the Service Provider will be held liable for replacement or repairs.	Service Provider will be held liable for replacement or repairs and the contract may be terminated.		
3.	Loss of NHLS property or theft of NHLS or Staff or guest's property.	A first written notice	A joint investigation will be conducted. Decision on liability will be determined by such an investigation. If there is evidence of negligence, the Service Provider will be held liable for replacement or repairs.	A joint investigation will be conducted. Decision on liability will be determined by such an investigation. If there is evidence of negligence, the Service Provider will be held liable for replacement or repairs.	The liability will be determined by the outcome of the internal investigation.	

7. PRICING SCHEDULE

PROVISION OF ARMED SECURITY GUARDS

No.	Description	Quantity	Rate per Month	Amount: 1 Year
1.	24-Hour Alarm Monitoring (Including alarm testing and inspection)	12	R	R
2.	Armed response service (18h00 – 06h00 (Monday to Friday)	12	R	R
3.	Armed response service (18h00 – 06h00 and 06h00 – 18h00 (Saturday and Sunday including Holidays)	12	R	R
	Sub-Total Rates for 12 Months			R
	Contingency Amount @ 15.5%			R
	Sub-Total Amount			R
	15.5%Vat			R
	Contract Amount for 12 Months			R

AD – HOC SECURITY SERVICES (In case of Emergency situation)

No.	Description	Quantity	Rate per Month
1.	One (1) Night shift security Guard (Monday -Sunday) 18h00 – 06h00)	1	R
2.	One (1) Day shift security Guard (Monday -Sunday) (06h00 – 18h00)	1	R

Important Note:

- Always read specification in conjunction with Bill of Quantities and Plan (if plan is applicable and supplied).
- All Quantities measured are indicative and will be re-measured on completion.
- Specific products to be used, to be confirmed in Bill of Quantities.
- All materials and products to be used, to be ISO 9001 accredited.
- A**hours and over the weekend.**
- Variation orders can only be approved in writing (via the email) by the NHLS Project Manager
- No additional or extra work done will be paid for unless the project manager has issued a variation order.
- NHLS Project Manager will conduct all inspections.
- The contractor should be required to move the equipment (furniture, benches, etc.) and put them back requested.
- Only material installed will be paid and not for any wastage (no material on site will be paid).
- NHLS delegates can also and contact the client or visit the work done as referred on the completion certificate.
- Contractor will be requested to **provide comprehensive safety file**; work will be only allowed to commence after the file has been formally approve by NHLS.
- A contractor is expected to **sign a 37(2) Agreement** (Form – FMI 0008) before commencing with the project.
- No progress payment will be made less than R200,000.00.

References:

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

If QUOTE VALUE	**REQUIRED REFERENCE OR COMPLETION CERTIFICATES**	**CONTRACT VALUE OF PROJECT PREVIOUSLY DONE**
R0- R50,000.00	One(1) copy of contactable reference or completion certificate, on client's letterhead, with contact details, valid e-mail address, office telephone, cell phone and business address	N/A
R50,000.00 - R100.000.00	Two(2) copies of contactable reference or completion certificate, , on client's letterhead, with contact details, valid e-mail address, office telephone, cell phone and business address	N/A
R100,000.00 - R200.000.00	Three(3) copies of contactable reference or completion certificate, , on client's letterhead, with contact details, valid e-mail address, office telephone, cell phone and business address	At least 1x R100,000.00 and above
R200,000.00 and above	Three(3) copies of contactable reference or completion certificate, , on client's letterhead, with contact details, valid e-mail address, office telephone, cell phone and business address	At least 3x R200,000.00 and above

GUARANTEE, MAINTENANCE, PENALTY AND RETENTION PERIOD

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

The fact that the Installation will be used and occupied by the Employer during the guarantee period shall in no way

exempt the Contractor from his responsibility under this clause

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

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

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

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

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

PRELIMINARIES

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

TENDERS SHOULD BE BASED ON THE FOLLOWING SPECIFICATIONS

SITE APPLICATION

Chromodek external wall panels with wood grain internal panels
200^{mm} x 75^{mm} x 20^{mm} x ^{3mm} lip structurally welded steel chassis
75^{mm} x 50^{mm} x 20^{mm} x 3^{mm} lip cross members
Laminated flooring, kitchen and bathrooms
Belgotex carpets, lounge and bedrooms
Aluminum windows with 3mm glazing
Chromodek IBR roof sheeting, pitched roof with washable ceiling panels
Electrical wiring, light switches, plug points and distribution board, and must be wired to SABS standards
Electrical Compliance Certificate must be supplied with each unit
Plumbing equipment must be SABS approved, with 150L geyser
Light fittings

Steps, Jacks, concrete blocks for siting and leveling
Painted 6mm Ultra board ceilings
PVC gutters and down pipes with brackets ext
External skirting all around mobile lab 100^{mm} into ground

PLUMBING:

Supply and install ½ inch "Polycop" Polypropylene pipes from water supply to mobile parkhome
All water pipes above ground level must be Polycop
Supply and install drainage and waste pipes 110^{mm} and 50^{mm} from parkhome to nearest outlets from hospital
Allow for bends, reducers, junctions, manholes, saddles, air vents, stopcocks, etc:
Trenches to be 500^{mm} deep, backfill with soft sand and compact
Supply and install one copper tap outside parkhome with 70^{mm} x 70^{mm} square tubing as support
Remove all rubble from site
All material and equipment must be SABS approved
Supply and install Kent water meter at mobile lab

ELECTRICAL:

Supply and install 16^{mm} x 3 core armed cable from distribution board in hospital to mobile parkhome
Supply and fit 6 way eaves box underneath mobile parkhome
Supply and install 60 amp single phase 5 ka circuit breaker in distribution board in hospital
Supply and install 50 amp single phase 5 ka circuit breaker in eaves box at parkhome
Allow for cable glands, shrouds, sleeves under roads, kicker pipes against building, saddles
Trenches to be 500^{mm} deep, backfill with soft sand and compact, fir danger tape 200mm above cable
Remove all rubble from site
All material and equipment must be SABS approved
Install stove and connect electrical connection
Air conditioners to be installed and connected
Supply and install copper earth spike 1.5 m
COC to be issued on completion for electrical installation
Supply and install electrical meter GEC Type at mobile lab in weather proof box
Cable markers must be installed every 8m from mobile unit up to sub station

Air-conditioners

Contractor to provide adequate power supply to air con unit
12 month warrantee to be included
Contractor is liable for any damages to structure
All work must be SABS approved
Each air con to be separately wired via isolator from the DB board and connected with a circuit breaker (see size and Phase requirements as stipulated in Bill)
D/P Isolator to be installed and connected adjacent to air-con unit internally (see size and Phase requirements as stipulated in Bill)
Electrical Certificate Of Compliance to be issued on completion
Allow for drilling through wall and plaster/ patch and paint afterwards. Piping to installed through walls only, never glass panes
All piping/cabling to be in PVC trunking / ducting. Allow for correct lenghts
Units always to be heating and cooling (unless otherwise stipulated in Bill)
All piping, brackets, gas up to commissioning to be included in pricing
Supply units of the following Manufacturers: Samsung, LG, Carrier, Daiken, York
All Air-cons to be Inverter type

Plumbing

Only registered Plumbers to be employed for any plumbing & drainage work
Allow for ± 2m^2 tiling above each basin and sink
Allow for A Grade Glazed white tiles, 152 x 152mm, 5 – 6.5mm thick
Sinks size: 1350^{mm} x 535^{mm} unless otherwise specified in bill of quantities

Sink mixer for tea room sink to be 15mm chrome plated brass cobra mixer type tap
All basins to be white glazed, each fitted with an approved 32mm chrome plated brass waste fitting with screwed outlet, and a 15mm chrome plated brass elbow action tap connected to water supply
All sinks to be stand alone stainless steel sink, work area, splash back on Pre-manufactured 40 x 32^{mm} stainless steel square tubing frames, 4 legs on adjustable pedestals. Exposed surfaces having a smooth finish, each fitted with an approved 32mm chrome plated brass waste fitting with screwed outlet, and a 15mm chrome plated brass Hospital goose neck tap
Stainless steel grade 316 or Type 304 to be used for stainless steel sinks
All material to be SABS approved
Make sure all existing water pipes and waste is in good working condition
All existing basins and sinks to be washed and cleaned
On each water supply line, a ball valve need to be installed as close as possible to outlet, this includes basins, sinks, toilets
Each tap to be visibly marked with “H” or a “Red” mark for Hot water and “C” or a “Blue” mark for Cold water
Geysers: Install makes such as Franky, Kwikhot or similar. Install on a drip tray with drain pipe to outside, pressure valve, safety valve, shut off valve, overflow pipe. Isolator to be installed at least 1m from Geyser, hot and cold water supply lines to be bonded and earthed. Isolator to be wired to DB with dedicated double pole circuit breaker.
Toilets: these shall be deemed to include the following: WC Pan, flush valve or 11 litre cistern with flushing apparatus, float valve and flush pipe and all finishings to pipes and cistern. To be the wash down type, approximately 400 high manufactured of white glazed fireclay or vitreous china, each provided with the compatible “P” or “S” –Traps, jointed to Pan. Pans and traps to be set on and encased in Class B concrete not less than 100mm thick at any point or position
Wall mounted bowl urinals: to be of white glazed fireclay or vitreous china, approximately 700 x 380mm in size with back flush entry, secured to wall with at least 2 concealed hanger brackets. Each urinal to be fitted with 38mm chrome plated domical grating, urinal flushing valve complete with push button assembly, spreader and all other necessary chrome plated brass fittings as well as a chrome plated brass bottle trap
Hydroboil installations: Install always above sink (see bill of quantities for size)
Emergency shower: complete body shower with eye station. Flow rate to be 60 litre per minute. At floor level, 700mm below shower head, the radius of water reaching the floor should be 200mm. At the eye station flow rate should be 6 litre per minute at a flow pressure safe enough not to injure the User. This unit to be 1 metre from floor level. Make use of emergency showers as supplied by Broen, Bull Maurice Trading or similar

Electrical

Only registered Electricians to be employed for any electrical work
Wires to be used for sockets outlets; 2.5mm^2 PVC
Colour for 2- compartment steel/PVC power skirting unless differently specified in bill of quantities (colour to be confirmed)
Normal plugs to be white and dedicated plugs to be red
Electrician to consult with Lab Manager regarding lab equipment when circuit are installed to prevent overloading, new plug points to be wired from distribution board and marked properly
Legend card in DB to be up to date
Electrical Certificate of Completion to be issued on completion
All material to be SABS approved
All installations to comply with SANS10142 installation rules
All additional /replaced plugs, isolators and light switches must be labelled on the cover and Distribution Board
Circuit breakers to be SABS approved and type and size to be confirmed with Project Manager before installation
Hydroboils: wire from DB Board with 30Amp double pole isolator next to Unit (at least 1m away) and 20Amp circuit breaker in DB board

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

WORKS AGREEMENT

Contractor: The contactor shall:

- Provide adequate supervision and management of the works at all times.
- Provide toilet facilities for use by his workers except where provided by the client (NHLS).
- Storage space is not always available for material and sufficient arrangements should be catered for and included in pricing.
- Submit all local authority notices by the works.
- Comply with all statutes, regulations and bylaws of local or other authorities having jurisdiction regarding the execution of the works and obtain all certificates and other documents required by such authorities.
- Notify the Project Manager where compliance with any statute, regulation or bylaw requires a change or variation to the works upon which such change shall be deemed to be a contract instruction.
- Immediately begin the works and continue at a rate of progress satisfactory to the Project Manager in terms of the agreement.
- Comply with all contract instructions in good time.
- Bring the works**,** within the constructed period, to practical completion in terms of completion.
- Bring the works to final completion.
- Surplus material and waste to be carted away to a suitable dumping site to be found by the Contractor, outside the boundary of the site

Completion

Practical Completion

- The Project Manager shall inspect the works from time to time to give the contractor interpretations and guidance on the standard and state of completion of the works which he will require the contractor to achieve for practical completion
- The contractor shall inform the Project Manager of the date on which he expects to achieve practical completion
- The Project Manager shall inspect the works on or before the date requested by the contractor

Where the works:

- Has reached practical completion the Project Manager shall at once issue a certificate of practical completion to the contractor
- Has not reached practical completion the Project Manager shall issue a practical completion list to the contractor detailing the outstanding work to be done and defects to be rectified to achieve practical completion
- Is not ready for practical completion inspection the Project Manager shall issue a list as a general guide to the contractor of the outstanding areas of work and defects to be attended to before he can request a further inspection

Final Completion

- Within seven calendar days of practical completion the Project Manager shall prepare and issue to the contractor a final completion list detailing the incomplete work and defects to be rectified within a reasonable period
- The defects liability period of fourteen calendar days shall start on the date of practical completion
- On the expiry of the defects liability period the Project Manager shall immediately inspect the works for final completion. Where the works:
- Has reached final completion the Project Manager shall at once issue a certificate of final completion to the contractor

- Has not reached final completion the Project Manager shall issue a defects list to the contractor detailing any incomplete work and defects to be rectified before the Project Manager will undertake a further inspection
- Where the contractor has achieved final completion the latent defects liability period shall end three years from the date of final completion

Employer: The employer shall:

- Hand over the site to the contractor by the date stated in the schedule. The construction period and latent defects liability period shall commence with the handover of the site.
- Arrange for water, sewer and electrical connections as required and pay all fees concerning this

- Provide water and electricity as required for the execution of the works free of charge.
- Not issue instructions to, interfere with, hinder or obstruct any of the contractor's workers or any other persons employed or acting on behalf of the contractor.

Risk and Insurance

- The Contractor indemnifies the NHLS against any loss in respect of claims from other parties arising out of or due to the execution of the works or occupation of the site by the contractor consequent upon:
    - Death or bodily injury or illness of any person.
    - Physical loss and damage to any property other than the works.
    - Removal of or interference with lateral support of an adjoining property.

- The contractor shall take out insurances in respect of his employees as are required by law.
- Where, in the opinion of the Project Manager, loss and damage to the works due to the contractor's negligence the contractor shall be liable for such loss and damage.
- The contractor shall in all circumstances be at risk for loss of, or damage to his construction plant or vehicles.
- The contractor shall enclose the site along the facades where work is being done. He shall furthermore allow for all the required scaffolding, gantries, hoarding, etc. to safeguard pedestrian traffic on the sidewalks or paths as well as vehicular traffic in the streets
- The form of scaffolding, gantries, hoardings, etc., must be fully detailed in his “method statement” as previously required. It is not the intention to prohibit or deviate pedestrians or traffic during construction and Tenderers are to account for this when pricing the Tender
- Adequate warning signs/ lights/ etc. are to be employed where required. If the Tenderer requires the full pavement width and even part of the adjacent street, then he must make all the necessary arrangements with local authorities for the pavement and street closure as well as pay for all fees in connection therewith including the loss of income due to parking meters
- The existing premises will be occupied at all times and the Contractor will be required to keep all noise to a minimum

Safety

- From the date of site handover to the Contractor until the completed work is handed back to the Employer, the Contractor shall be responsible for maintaining safe working conditions on site
- The Contractor shall be responsible in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the regulations promulgated in terms of the Act or Factories, Machinery and Buildings Work Act, whichever is applicable
- The Contractor shall be responsible for supplying and installing the required safety signs as determined by the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) All safety signs shall comply with the requirements of the latest edition of SANS 11861 as Applicable

Programme

- The Contractor shall submit his programme of work to the Project Manager not later than 14 days after the Contractor has been notified of the acceptance of his tender. If necessary, the Project Manager may instruct the Contractor to adjust his programme to suit other activities

END

Annexure/Table

PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. Measurement and payment clauses of the COLTO (1998)/SANS 1200 Standardised Specifications, as well as the Particular Specifications, shall be deemed to form part of and included in the pricing instructions.

2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent	m^2.pass	=	square metre-pass
h	=	hour	m^3	=	cubic metre
ha	=	hectare	m^3.km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kl	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
l	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m^2	=	square metre			

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.

5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for bid s. (Refer to **www.sabs.co.za** or **www.iso.org** for information on standards).

6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount bid ed for such items.

7. An item against which no price is entered will be considered to be covered by the other price s or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.

10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

11. The Bill of Quantities has been drawn up in accordance with the latest issue of the COLTO (1998)/SABS1200 Standardised Specifications. Descriptions in the Bill of Quantities are abbreviated and must be read in conjunction with the measurement and payment clauses of the applicable specification

SCHEDULE OF QUANTITIES PREAMBLE TO THE SCHEDULE OF QUANTITIES AND RATES

- The standard commercial terms and conditions, special terms and conditions, and specifications (including the project specification.
- The proposer is at liberty to insert a rate of his own choosing for each item in the schedule, and any item against which no quantity (where applicable) or rate is entered will be considered to be covered by other items in the schedule.
- The quantities and rates inserted in the schedule are to be inclusive prices to the employer for the work described under the several items. Such prices shall cover all costs and expenses that may be required in and for the works and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the bidder is based.
- All rates and amounts shall be net, exclusive of value-added tax (vat) and shall be carried to the summary page in their net form. Vat will then be calculated on the total of the nett amounts.
- All quantities and rates as set forth and inserted in the schedule and extended to the totals for each portion of the schedule shall be considered as being totally inclusive for the whole of the works as stipulated or as can reasonably be inferred from these documents.
- All product guarantees are deemed to be included in the rates, and installation and application rates will consist of all necessary inspections and approvals to maintain guarantees.

"Complete" as it is used in the schedule means the complete system or unit as specified in the particular documents. Each item in the schedule that is priced shall be filled in black ink.

All quantities shall be considered as final and sufficient for the work described. The proposer shall satisfy himself as to the sufficiency of quantities but may not change quantities. Quantities shall be re-measured, and payment shall be made according to the adjusted total only

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		

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 Bill of Quantities (BOQ).	**Comply**	**Do Not Comply**
Substantiation: The Bidder must submit and attach to the bid response fully completed BOQ.		

5. The Bidder must provide the CSD Registration	**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 proposal

No	Certificate,documnmetion and or license	Comply	Do not comply
1	Valid company PSIRA Registration certificate.		
2	Valid company PSIRA letter of Good Standing.		
3	Owners or Directors Valid PSIRA Registration certificate.		
4	Valid registration certificate with Compensation for Occupational Injuries and Diseases Act (COIDA).		
5	Certified Copy for letter of good standing-UIF.		
6	A Valid copy of the Public Liability Insurance-R3Million.		
7	The Profile of the company and the description of similar works/Projects undertaken.		

FUNCTIONAL EVALUATION.

1. FUNCTIONAL EVALUATION.

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

2. KEY SCORES FOR FUNCTIONAL EVALUATION

Score	Description
0 – Non-compliant	No evidence was provided to substantiate compliance
1 – Poor	Unacceptable, does not meet set requirements
2 – Average	Reasonable but not sufficient to fully satisfy the set requirements
3 – Good	Fully complies to the set minimum requirements
4 – Very Good	Above-average compliance to the set requirements
5 – Excellent	Meets and exceeds the set requirements

No	Evaluation Criteria	Proof Required	Score Allocation	Weighting (%)
10.1	Bidding Company/Entity: must have at least five (5) years of relevant experience in delivering similar services. (**Guarding experience and Armed response service (Patrolling vehicle).**	**Company Profile demonstrated experience over the past years.**	5 = 9 years + 4 = More than 6 years but less than 8 years 3 = 5 years 2 = more than 7 years but less than 10 years 1 = 1 to 7 years 0 = Less than 1 year	**20%**
10.2	Proof of relevant experience should be provided by means of Reference Letters. Submit at least 3 Reference Letters of similar work done detailing the following: (1) type of project, (2) period of the project,	**Submit reference letters** **Note:** Appointment letters and Practical Completion Certificate will be considered.	**0 =** no case study **1 =** 1 References Letter **2 =** 2 References Letters **3 =** 3 References Letters compliant with the details required. **4 =** 4 References Letters compliant with	**30%**

	(3) scope of work, and (4) the result of the project. Reference letters from former clients confirming successful implementation to assist in evaluating required experience.		the details required. **5 =** 5 References Letters compliant with the details required.	
10.3	**Project Team Leader qualifications, skills and experience** The project leader/ Manager must submit a comprehensive CV to demonstrate five (5) years' experience as well as a qualification in one of the following: Diploma in: Security Management (NQF 6) OR Higher. The project leader/ Manager must be registered with PSIRA. Grade "B" or Higher.	A comprehensive CV and Psira Registration Grade "B" of Higher	**5 =** Relevant qualification with 8 years' relevant experience and above with and registration with PSIRA. Grade "B" or Higher. **4 =** Relevant qualification with 6 years but less than 7 years' relevant experience and registration with PSIRA. Grade "B" or Higher. **3 =** Relevant qualification with five (5) years' relevant experience and registration with PSIRA. Grade "B" or Higher. **2 =** Relevant qualification with more than 3 years but less than 5 years' relevant experience and registration with PSIRA. Grade "B" or Higher. **1 =** Relevant qualification and 1-2 years' relevant experience and registration with PSIRA. Grade "B" or Higher. **0 =** Relevant qualification and less than 1-year relevant experience and registration with PSIRA. Grade "B" or Higher.	**20%**
10.4	**Project Approach and Methodology** Bidders must submit (as part of their functional proposal) a comprehensive Project Execution Plan (PEP) comprising the approach to managing the following aspects of the project: • Risk	A comprehensive Project execution plan indicating all items listed.	**5 points** • Bidder has submitted a PEP, covering at least the aspects mentioned. • Comprehensive and clear execution plan. • PEP clearly linked to scope and, time. **Points**	**10%**

	• Change • Quality • Communications (Including stakeholder engagement, management and reporting) • Patrol Vehicle plan at 5km radius. • Time • Scope		• Bidder has submitted a PEP, covering the majority of aspects mentioned. • Good and clear execution plan. • PEP clearly linked to scope and time **Points** Bidder has submitted a PEP, covering at least half of the aspects mentioned. PEP is comprehensive and clear. PEP linked to scope and time. **2 Points** • Bidder has submitted a few PEPS covering aspects mentioned. • Poor and unclear execution plan. PEP is not clearly linked to scope and time **0 Points** • No PEP submitted	
10.5	Service provider must provide proof of vehicle ownership of a minimum of two patrol vehicles. The vehicles must reflect ownership by the company director/s or ownership by company, on an e-Natis certificate.	Submit proof of vehicle ownership of a minimum of two patrol vehicles.	**Proof of vehicle ownership** **10=** 2 copies submitted per requirement **0=** 0-1 or no copies submitted per requirement	**10%**
10.6	**Locality - Proof of address Business Premises** The bidders must provide location details (provide proof of address of business premises /	Please provide proof of business premises / offices / workshops / factories location (e.g. Utilities Bill and/or Lease Agreement and/or Letter from Council/ Local	**Proof of Address:** **10=** Within Braamfontein Area (Within 10Km **05=** Outside Braamfontein (But not more than	**10%**

	offices / workshops / factories) where their business operates from. **NB. Physical inspection of the company office will be conducted during the evaluation process.**	Municipality required).	10km radius) **00=** No proof submitted	
TOTAL				**100%**

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		
		R		
		R		

Name of the Bidder: _____

Signature of person authorized to sign the bid: _____

Date: _____

9. STANDARD BIDDING DOCUMENTATION (SBDs)

4. SBD4 DECLARATION OF INTEREST

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3.1 If so, furnish particulars:

……
……

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I,.....the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

3.5 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.

3.6 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.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.
I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

……	……
Signature	Date
……	……...
Designation	Name of bidder

SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

SBD 6.1

This preference form must form part of all tenders 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

GENERAL CONDITIONS

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

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 applicable preference point system for this tender is the 80/20 preference point system.

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 tenderer 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) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"Tender 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).

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 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

:

NATIONAL HEALTH LABORATORY SERVICE

RFQ NO: GP1672 PROVISION OF ARMED SECURITY GUARDS AT NHLS BRAAMFONTEIN FOR A PERIOD OF TWELVE MONTHS- GAUTENG REGION

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 tenderer 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—4.3.

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 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 or 90/10 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 both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender 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 tenderer must indicate how they claim points for each preference point system.)

No.	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)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.	51% Owned by black people	4	
2.	51% Owned by Black people who are women	4	
3.	51% owned by Black people with disabilities	2	
4.	51% Owned by Black people who are youth	4	
5.	51% Owned by black people living in rural areas or underdeveloped areas or townships	2	
6.	Exempted Micro Enterprise (EME) and/or qualifying small enterprise (QSE)	4	
		Total	

Table 2: The following verification documents must be submitted with the Request for quotation or tender document to be awarded points for specific goals:

No	The specific goals allocated points in terms of this tender	Means of verification
	51% Owned by black people	Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI /CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath
	51% Owned by Black people who are women	
	51% owned by Black people with disabilities	
	51% Owned by Black people who are youth	
	51% Owned by black people living in rural areas or underdeveloped areas or townships	Valid lease agreement or municipal statement **or** letter from councillor or letter from traditional council confirming address of the owner of the company **and** a Valid BBBEE Certificate issued by SANAS accredited verification agency **or** DTI /CIPC BBBEE Certificate for Exempted Micro Enterprises **or** Affidavit sworn under oath
	Exempted Micro Enterprise (EME) and/or qualifying small enterprise (QSE)	Valid BBBEE Certificate issued by SANAS accredited verification agency **or** DTI /CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath

JOINT VENTURE, CONSORTIUM:

For Joint Venture or Consortiums agreement must show percentages of ownership and work to be completed by each party. This agreement must form part of the tender submission. To determine the Joint Venture or Consortium score for specific goals, NHLS will evaluate at the consolidated B-BBEE certificate issued by a SANAS accredited verification agency and Joint Venture or Consortiums agreement to determine the proportional points for specific goals that will be awarded to the tenderer for black people living in rural areas or underdeveloped areas or townships and Exempted Micro Enterprise (EME) and/or qualifying small enterprise (QSE).

Example, If there are two parties in a Joint Venture with a 50:50 ownership of the Joint Venture. In a Joint Venture where one party is living within the township and one is living in the suburbs, if one of the specific goals is ownership by black people living in rural areas or underdeveloped areas or township with a total point of 2, the Joint Venture will only be entitled the proportional points of 1 point.

Table 3: The following are the requirements for a valid Sworn Affidavit in terms of the BBBEE Sector Codes of Good Practise:

Abbreviations

BEP = Built Environment Professional

Affidavit Prescribed Formats	Category	Financial Threshold
General Enterprises		
	QSE	Between R10 million and R50 million
	EME	Less than R10 million
Sector Specific Enterprises		
	QSE	Between R10 million and R50 million
	EME	Less than R10 million
Construction Sector Code		
	BEP	Less than R1.8 million
	Contractor	Less than R3 million
	Supplier	Less than R3 million
Financial Sector Code		
	QSE	Between R10 million and R50 million
	EME	Less than R10 million
Information Communication Technology Sector Code (ICT)		
	QSE	Between R10 million and R50 million
	EME	Less than R10 million
Marketing, Advertising & Communication Sector Code (MAC)		
> Public Relations	QSE	Between R5 million and R10 million
> Marketing, Advertising & Communications	EME	Less than R5 million
Property Sector Code		
> Service-based	QSE	Between R5 million and R10 million
	EME	Less than R5 million
> Agency-based	QSE	Between R2.5 million and R35 million
> Asset-based	EME	Less than R2.5 million
	QSE	Between R80 million and R400 million
Tourism Sector Code		
	QSE	Between R5 million and R45 million
	EME	Less than R5 million
Specialised Enterprises		
	QSE	Between R10 million and R50 million
	EME	Less than R10 million

Note 1: A sworn affidavit received from a tenderer that does not meet the above requirement will not be considered for the allocation points for specific goals.

Requirements for a valid B-BBEE Certificate and are as follows:

a) A valid copy of a B-BBEE certificate must be issued by a SANAS B-BBEE agency and the expiry date of the certificate must be after

the closing date of the request for quotation or tender to be deemed valid.

b) The B-BBBEE certificate contents must contain accurate information about the company.

Requirements for a valid sworn affidavit are as follows:

a) Valid Sworn Affidavits must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, no 16
of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963. i.e.

(i) The deponent shall sign the declaration in the presence of the commissioner of oaths (COA).

(ii) Below the deponent's signature the COA shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and the COA shall state the manner, place, and date of taking the declaration.

(iii) The COA shall sign the declaration and print his full name and business address below his signature; and state his designation and the area for which he holds his appointment, or the office held by him if he holds his appointment ex officio.

(iv) the expiry date of the affidavit must be after the closing date of the request for quotation or tender to be deemed valid.

Note 2:A tenderer failing to submit valid proof of specific goals claimed as per indicated above bidders will **not** be disqualified but will be allocated **zero points** for specific goals and will be allocated points for pricing.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.4. Name of company/firm……

4.5. Company registration number: ……...

4.6. 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]

4.7. 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....

.....

.....

.....

BID DOCUMENT CHECKLIST

A completed and signed bid document must be submitted in a file. The RFQ documentation must be placed into a file with dividers between every schedule. The schedule must be numbered as follows:

	Description	Submitted (Yes/No)
1	SBD FORMS	
2	B-BBEE Certificate and/or Affidavit	
3	Tax Clearance Certificate and/or TAX Verification PIN	
4	Certificate of attendance of compulsory briefing session (if applicable)	N/A
5	SAHPRA certificate	
6	ISO9001/13485 certificate	
9	Post warrantee Commitment letter	

CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

3.1.3	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 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	**Clause 5.3.1: Commencement of the Works** The documentation required before commencement with Works execution are: a) Health and Safety Plan b) Initial programme c) Security d) Insurance
5.3.2	**Clause 5.3.2: Timeframe to deliver documentation** The time to submit the documentation required before commencement with Works execution is **fourteen (14) days.**
5.4.4	"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."
5.8.1	**Clause 5.8.1: Non-Working Times** The non-working days are Saturdays and Sundays. The special non-working days are:

	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	**Clause 5.13.1: Penalty for Delay** 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.
5.16.3	**Clause 5.16.3: Latent defect liability** The latent defect period is ten (10) years for civil engineering works.
6.8.2	**Clause 6.8.2: Contract Price Adjustment** The Contract Price Adjustment **is not** applicable in this contract.
6.8.3	**Clause 6.8.3: Variation in Cost of Special Materials** Price adjustments for variations in the costs of special materials are not allowed
6.10.1.5	**Clause 6.10.1.5: Interim Payments - Materials on Site** No percentage advance on materials on site but not yet built into the Permanent Works is allowed for, or will be paid.
6.10.4	**Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate** *Add the following to clause 6.10.4:* 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.
8.6.1.1.2	**Clause 8.6.1.1.2: Insurance** The value of the materials supplied by the Employer to be included in the insurance sum is -Nil.
8.6.1.1.3	**Clause 8.6.1.1.3: Insurance** The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is Nil.

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

PART 2: DATA PROVIDED BY THE CONTRACTOR

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

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: . . . . .