NATIONAL HEALTH LABORATORY SERVICE

REQUEST FOR QUOTATION (RFQ)

RFQ NO: 1919611

DESCRIPTION: **APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND INSTALL NEW FLOORING TO HR DEPARTMENT AT NHLS SANDRINGHAM CAMPUS**

ISSUED BY:

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

PREPARED BY:

SUPPLY CHAIN MANAGEMENT
NATIONAL HEALTH LABORATORY SERVICE
NO.1 MODDERFONTEIN ROAD
SANDRINGHAM
2092

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

NAME OF A BIDDER……

CLOSING DATE:03 Nov 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: 1919611**	**CLOSING DATE:**	**03 NOV 2026**	**CLOSING TIME:**	**11:00AM**
DESCRIPTION	**APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND INSTALL NEW FLOORING TO HR DEPARTMENT AT NHLS SANDRINGHAM CAMPUS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
NHLS RECEPTION: RFQ BOX: NO.1 MODDERFONTEIN ROAD, SANDRINGHAM, JOHANNESBURG					
NB: SUBMISSIONS TO BE MADE IN A USB FLASH DRIVE & HARD COPY					

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

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**O R**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] Yes No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] Yes No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. **BID SUBMISSION:**
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. **TAX COMPLIANCE REQUIREMENTS**
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……..……

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

a) This document may contain confidential information that is the property of the NHLS and the Client.

b) No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this RFQ, without prior written permission from NHLS and the Client.

c) All Copyright and Intellectual Property herein vests with NHLS and its Client.

d) Late and incomplete submissions will not be accepted.

e) SDB 7 (form of offer) must be completed, and should the total RFQ prices differ, the one indicated on the form of offer shall be considered the correct price.

f) Any bidder who has reasons to believe that the RFQ specification is based on a specific brand must inform NHLS before RFQ closing date

g) Bidders are required to submit a valid Tax Clearance Certificate and Tax clearance verification PIN, Failure to submit the Tax Pin and valid Tax Clearance Certificate will result in the invalidation of this RFQ.

h) It is the responsibility of the bidder to ensure that NHLS is in possession of the bidder's valid Tax Clearance certificate. The onus is on the bidder to ensure that NHLS receives a valid Tax Certificate as soon as the validity of the said certificate expires.

- **A compulsory clarification site meeting or briefing session** will be conducted at: **NHLS, No.1 Modderfontein Road, Sandringham, Outside Main Reception on the 27th of Oct 2026. Time 10:00 AM**

  The bidder shall inspect and examine the Site and its surroundings and shall satisfy himself/herself before submitting

  his/her quotation. The bidder must be represented at the site inspection by a person who is suitably qualified and experiences to comprehend the implications of the work involved.

- The contractor will be responsible for final measurements.

i) Writing must be in block letters and black ink.

j) Quotation procedure using the two (3) stage system will apply.

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

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

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

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

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

p) In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal. Each JV partner must submit all their mandatory documentation.

Quotation must be All-Inclusive

i. The Supplier shall allow in the quotation for all deliverables as stipulated in the scope, labour, material, consumables, accessories, software, supervision, overhead costs, profit, royalties, all taxes, levies, duties, variations in exchange rates (if applicable), disbursements and everything

necessary for the execution and completion of the works in accordance with the quotation documents.

ii. Value Added Tax (VAT) shall be excluded from the rates and prices and provided for as the total VAT on the cost of the Works in the Summary of Schedule of Rates and Prices.
iii. The Supplier rates and prices shall be fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract.
iv. The offer must be in ZAR currency.
v. The NHLS reserve the right to do due diligence on the quotations and to benchmark prices quoted.
vi. Quotes should be submitted on an official letterhead and duly signed.

Delays in the supplier's performance

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

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

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

Schedule of work carried out by the bidder at NHLS

The bidder must indicate in the table below a complete list of contracts awarded by the NHLS, including the current contracts, if any. **This information 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					
6					
7					

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

Signature of the person authorized to sign the Bid:_____

Date: _____

Penalties

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

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

	Accept	Do not accept
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		

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: procurement.ec@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 spec 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 bidder's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
D.2.3	At the conclusion of each round of negotiations, bidders shall be invited by the employer to revise their bidder offer based on the same evaluation criteria, with or without adjusted weightings. Bidders shall be advised when they are to submit their best and final offer.
D.2.4	The contract shall be awarded in accordance with the provisions of E.3.11 and E.3.13 after bidders have been requested to submit their best and final offer.

E.2	**Bidder's obligations**
E.2.1	**Eligibility** Only those bidders who satisfy the following criteria are eligible to submit bid s: a) CIDB registration Only bidders who are already registered in terms of the Construction Industry Development Regulations 25(2) in cidb grading designation **1GB or higher** are eligible to submit quotation. For the sake of clarity and subject to satisfactory proof of a bidder's ability to perform the work specified at the bid ed value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum bid ed exceeds the margins shown then such bidder shall be deemed non-responsive.

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.2.	**Cost of Bidding**
E.2.1	The Employer will not compensate the bidder for any costs incurred in attending interviews or making any submissions in the office of the Employer
E.2. 3	The cost of the bidder documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the bidder documents on its website so as not to incur any costs pertaining to the printing of the RFQ documents.
F.3.1	**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. Addendam 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:** 1. **RFQ NO 1962125 MESH WIRE INSTALLATION TO DMP ROOF AT NHLS SANDRINGHAM CAMPUS** 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, Pricing Schedules (Bills of Quantities) and RFQ document as published. For identification purposes, bidders are requested to ensure that the envelope 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 22/07/2026 **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;

DESCRIPTION: SULLY AND INSTALLATION OF TILES AT HR

No	Description	Unit	Quantity	Rates	Cost excl vat
	Renovations				
1	Remove existing carpet and all residual carpet adhesive/glue, including scraping, mechanical preparation and cleaning of the substrate, and prepare the floor to receive new floor tiles, complete.	**M2**	**8**		
2	Carefully remove and break out all existing floor tiles, including tile adhesive and loose bedding material where required. Collect, load, transport and legally dispose of all demolished tiles and associated rubble at an approved waste disposal facility	**M2**	**8**		
3	Supply and fit new 1200mm600mmx10mm porcelain marble look, hard body non-slippery "grade A" floor tiles using tile cement and light grey grouting	**M2**	**140**		
4	Supply and fit 1200mmx100mmx10mm porcelain "garde A" skirting	**M**	**54**		
5	Supply and install high-quality SPC (Stone Plastic Composite) vinyl flooring, complete with approved underlay, including preparation and cleaning of existing floor surface, levelling of minor imperfections, cutting and fitting around walls, doorways and obstructions, installation of matching skirting/edge trims, jointing and all necessary adhesives, trims and accessories, complete.	**M2**	**126**		
6	Supply and install matching SPC vinyl skirting, including measuring, cutting, mitred corners, internal and external corners, fixing to walls with suitable adhesive/mechanical fasteners, sealing of joints and gaps, and all necessary trims and accessories, complete.	**M**	**70**		
7	Prepare and paint previously painted internal walls, including scraping loose and flaking paint, filling cracks and minor surface imperfections, sanding smooth, applying primer/sealer where required, and applying two coats double velvet/luxurious silk sheen paint	**M2**	**425**		
8	Prepare previously painted timber doors and door frames by cleaning, scraping, sanding and making good all defective surfaces, apply suitable primer/undercoat where required, and apply two (2) coats of high-quality high-gloss enamel paint to doors and frames, including all preparation and making good	**No**	**8**		
9	Prepare previously painted internal window frames by cleaning, scraping, sanding and making good all defective surfaces, apply suitable primer/undercoat where required, and apply two (2) coats of high-quality gloss enamel paint, including preparation and making good, complete.	**No**	**20**		
9	Allow for safe handling and moving of all furniture and network cables and to be safely put in place after completion.	**item**	**1**		
10	Supply and install zebra blinds	**No**	**20**		
	NOTE: Contractor should always have project supervisor on site in order to maintain NHLS standard and specification				
	TOTAL				

	PLUS 15% VAT				
	GRAND TOTAL				
	Estimated time to complete work above				

NOTE:
"Provide details and registration confirmation with CIDB in terms of the CIDB Act 38 of 2000. Provide proof of grading level 1 GB

Important Note:

- Always read specification in conjunction with Bill of Quantities and Plan (if plan is applicable and supplied).
- All Quantities measured are indicative and will be re-measured on completion.
- Specific products to be used, to be confirmed in Bill of Quantities.
- All materials and products to be used, to be ISO 9001 accredited.
- Due to the nature of our labs (operation 24 hours) **the contractor will be expected to work after hours and over the weekend.**
- Variation orders can only be approved in writing (via the email) by the NHLS Project Manager
- No additional or extra work done will be paid for unless the project manager has issued a variation order.
- NHLS Project Manager will conduct all inspections.
- The contractor should be required to move the equipment (furniture, benches, etc.) and put them back requested.
- Only material installed will be paid and not for any wastage (no material on site will be paid).
- NHLS delegates can also and contact the client or visit the work done as referred on the completion certificate.
- Contractor will be requested to **provide comprehensive safety file**; work will be only allowed to commence after the file has been formally approve by NHLS.
- A contractor is expected to **sign a 37(2) Agreement** (Form – FMI 0008) before commencing with the project.
- No progress payment will be made less than R200,000.00.

GUARANTEE, MAINTENANCE, PENALTY AND RETENTION PERIOD

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

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

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

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

Should a fault occur during the guarantee period, that is in the opinion of the Project Manager of an urgent nature, and the Contractor is not available, the Employer shall reserve the right to obtain the services of any available Contractor to repair the fault. The cost of such repair work shall be borne by the Contractor in accordance with the

escalated rates. In such a case the faulty equipment shall be kept for scrutiny by the Contractor. If this occurs during the retention period and retention money is still due to the Contractor, such claim from the Alternative Contractor, will be deducted from the Retention fund

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

Where the practical completion is not reached by the date stated in the Bid / 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 Bid / RFQ Total value, Per Day

PRELIMINARIES

Bidder'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 is in use and no work that cause a vibration can be carried out when this equipment is in operation. Operating theatres 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 theatres 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 bidder must allow for this in his prices since no additional claim will be entertained in this regard

QUOTATIONS SHOULD BE BASED ON THE FOLLOWING SPECIFICATIONS

SITE APPLICATION

Repair to cracks

Repairs to cracks 0.2^{mm} to 2^{mm}
Rake out with a scraped blade.
Remove dust and debris.
Fill with pure acrylic, paintable, flexible crack filler.

Cracks over 2^{mm}

Open out with a carborundum disk into a V shape minimum 3^{mm} wide.
Remove dust and debris.
Wet the crack and fill with damp 1:4 cement/sand mortar properly compacted into the cracks.

Repairs to Mortar Joints
Scrape out unsound mortar
Point solidly with 1:3 cement/sand mortar properly compacted into the joints

Repairs to Painted Wall Surface Coating
Remove loose paint with a sharp paint a scraper or hand-held pneumatic engraving tools fitted with flat chisel heads
Feather edges of tightly bonded paint with a rough to medium grit paper
Built up paint covering flush with general surface area

Preparation - Generally
Materials used in preparation to be types recommended by their manufacturers and the coating manufacturer for the situation and surfaces being prepared.
Apply in strict accordance with the manufacturer's specification.
Apply oil-based stoppers/fillers after priming. Apply water-based stoppers/fillers before priming unless recommended otherwise by manufacturer. Patch prime water-based stoppers/fillers when applied after priming.
Ensure that doors and opening windows, etc, are "eased" as necessary before coating. Prime any resulting bare areas.
Plastered surfaces and fibre cement boards to be washed down and allowed to dry completely.
Unfinished concrete surfaces clean with 1:4 solution of spirit of salts: water.
All floors where painting is to be carried out to be swept clean, walls dusted down and unpainted surfaces protected.

Efflorescence
Remove surface salts and other loose material with a stiff brush or coarse dry cloth.
Leave for 48 hours and repeat process if further efflorescence occurs.
Sand glossy surfaces to provide a key for finish.

Ironmongery
Remove from surfaces to be coated and re-fit on completion. Do not remove hinges unless instructed to do so

Previously Uncoated Timber
Ensure that large and loose knots are removed and made good with sound timber of the same species. Sand down flush
Ensure that surfaces are clean and remove all oil, grease and excessive natural oils with suitable solvents
Sand to a smooth, even finish with arrises rounded or eased
Remove resinous bleeding by heat, apply two coats of knotting to resinous areas and all knots and allow to dry
Ensure that head of fasteners is countersunk sufficiently to hold stopping/filling. Fill nail and screw holes, joints, cracks, holes, depressions, open or coarse grain with matching coloured stopper/filler worked well in and finished off flush with surface. Sand smooth and remove dust
Sand down to remove all plaster stains pencil marks and other blemishes from timber that is to be oiled or stained

Previously Coated Timber
Strip any existing cracked or flaking varnish back to fresh wood
Sand down any discoloured areas to fresh wood
Ensure that surfaces are clean and remove all oil, grease and excessive natural oils with suitable solvents

Sound varnish to be sanded with 360 grit paper

Uncoated Masonry/Render
Remove dirt, surface deposits, loose and faking material with a stiff brush
Fill holes and cracks flush with surface, rub down

Unpainted Plaster
Remove dirt and surface deposits with a stiff brush
Rub down to remove nibs, trowel marks and plaster splashes
Lightly rub over trowelled glossy plaster with worn abrasive paper
Fill depressions, holes and cracks and lightly rub down flush with surface

Steel Generally
Remove all loose and faking paint
Feather edges of tightly bonding paint

Rusted Areas
Clean disk sand and wire brush to remove rust
Clean bare steel patches with a solvent wash
Rust convertor only to be used on small areas where hand cleaning is ineffective
Apply with a stiff brush ensuring penetration into any pitting
Inspect after two hours and recoat areas showing unconverted red rust
Prime surfaces as soon as possible after cleaning, and in any case within four hours

Coating

Painting Generally
Operatives must be appropriately skilled and experienced in the use of specified materials and methods of application
Do not use materials that show any bittiness when applied. Do not thin or intermix unless specified or recommended otherwise. If materials are found to have been thinned without authorization, the Project Manager may require an additional application of additional coats
Any priming as soon as possible on the same day as preparation is completed, ensure that coats are of adequate thickness and suit surface porosity
Adjacent coats of the same material must be of a different tint to ensure that each coat provides complete coverage
Apply coatings to clean, dust free, suitable dry surfaces in dry atmospheric conditions and after any previous coats have hardened. Lightly abrade between coats as necessary
Apply coatings evenly to give a smooth finish of uniform colour, free from brush marks, nibs, sags, runs and other defects. Cut in neatly and cleanly. Do not splash or mark adjacent surfaces
Keep all surfaces clean and free from dust during coating and drying. Adequately protect completed work from damage

Painted Joinery/woodwork
Before priming preservative treated timber, any cut surfaces to be retreated and all end grain to be liberally coated allowing it to soak in before recoating it
Pre-primed woodwork to be lightly rubbed down and patch prime to match existing
Prime: One coat primer, two coats to end grain which will be painted

Finish: Two coats Alkyd gloss, sanded down between coats

Staining

Check with stain manufacturer if primer is required for the species of timber and type of previously applied treatment.
Apply stain in flowing coats. Redistribute excess material by brushing before stain has set. Allow not less than 12 hours between coats

Varnishing

Thin first coat with white spirits according to manufacturer's recommendations
Brush well in avoiding aeration and lay off
Apply further coats of varnish, rubbing down lightly between coats along the grain

Bead Glazing to Coated Timber

Before Glazing: Apply first two coats to rebates and beads

Concealed Joinery Surfaces

Inaccessible parts of joinery constructions are to be primed and/or coated before assembly
Where one or more additional coats are specified to be applied, they must be applied to all surfaces, including those that will be concealed when incorporated into the building

Wooden Doors

Varnish or paint bottom edges before hanging

Completion

Ensure that opening lights/windows/hinges and other moving parts move freely. Remove all masking tape and temporary coverings afterwards

Protection

Adequately protect all surfaces that are not to be coated
Protect all surfaces from dust and damp
Where doors are delivered to site in a finished condition, provide all necessary protection to the doors when applying coatings to the frames

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 standalone 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 needs 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, Kwik hot 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 cisterns 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 complete with push button assembly, exposed type flush valve with ball-o-stop and wall flange. • Chrome plate finish. • Additional toilet piston screw • non-hold open feature, 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 meter 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
Hydro boil: wire from DB Board with 30Amp double pole isolator next to Unit (at least 1m away) and 20Amp circuit breaker in DB board

Doors

All doors to be hung in such a way that the clearance gap between door and frame after hanging shall not exceed 2mm at sides and head. The floor clearance to be preferably 2mm but may be increased to accommodate an uneven floor finish. Exterior doors shall be hung on brass hinges. Aluminium frame glass doors to have 6mm safety laminated glass fitted, to be hung on aluminium hinges, not less than 4 hinges on a 2 100mm high door. On higher doors at least 5 hinges should be fitted. The glass door must have a mid-rail with bottom half either glass or solid

aluminium, the aluminium door profile must be 90mm all-round All exterior doors to be fitted with an aluminium and rubber weather strip at the bottom. Each door to be equipped with 2 door handles. Type to be confirmed by Project Manager. Behind every door a door stop should be installed on top of the floor to prevent the door handle making contact with the wall – clearance between wall and door handle to be approximately 20mm.

Paint

Two final coats of White paint to all surfaces, ceiling and walls. Door colours to be confirmed by Project Manager, if not varnished

Existing pipes against wall must be colour coded painted, for example gas, water, oxygen

Rhino board surface to receive Rhino-lite to a smooth finish on dry walls

Before painting can commence, every defect/uneven surface must be repaired

Patch prime new and exposed plaster areas with 1 coat and allow drying. Coat 1 may be thinned up to 10% with mineral turpentine to aid absorption. Allow 4 hours drying time at 23º c. Three (3) coats of paint to dry wall. Paint texture and type to match existing, Colour for walls and steel frames to be white unless otherwise confirmed by Project Manager

One coat metal primer to steel work and two coats final oil-based enamel

Paint to be Plascon double velvet, Dulux, Prominent or similar

TILE Floors

Ensure that the sub-floor is completely smooth, level, hard, dry and clean before laying commences

Only use A Grade Acid Resisting Ceramic/ porcelain tile, 10mm thick, 600^{mm} x 600^{mm} for floors and 600^{mm} x 200^{mm} for walls in size or as per BOQ

All tiles need to have “Aluminium Tile Edge Trim” where necessary. Bull nose or square one may be used

Use SABS approved tile cement and apply as per Manufacturer’s instructions (colour to be confirmed by Project Manager)

Use SABS approved water proof Acid resistant grout. Gaps 5 – 10mm (colour grey)

Skirtings to be 100mm high where required, coved at junction with floor and rounded on top edge

CARPET Floors

Ensure that the sub-floor is completely smooth, level, hard, dry and clean before laying commences. Installation to be done by an approved Installer in accordance with the Manufacturer’s specifications

TILE Walls

Ensure that the wall is completely smooth, level, hard, dry and clean before laying commences

Only use A Grade Acid resisting Ceramic tiles, 10mm thick, 600 x 200mm in size

Use SABS approved tile cement and apply as per Manufacturer’s instructions (colour to be confirmed by Project Manager)

All tiles need to have “Aluminium Tile Edge Trim” where necessary. Bull nose or square one may be used

Use SABS approved water proof Acid resistant grout. Gaps 5 – 10mm (colour grey)

All edges and corners to be finished off with PVC edging strips. Colour to be confirmed per job depending on tile colour.

Glazing

All Internal glass in panes not exceeding 1.5m² of surface area shall be 4mm clear float glass

All Internal glass in panes exceeding 1.5m² of surface area shall be 6mm laminated safety glass with a Manufacturer’s warranty against defects and discoloration

All Exterior glass up to a height of 10m in panes not exceeding 2.9m²of surface area shall be 6.38mm PVB

Laminated annealed safety glass. Above 10m the Project Manager should appoint a Glazing Competent Person
Mirrors to comply with SABS requirements. Unframed mirrors to have polished edges
All glass in aluminium doors and frames to be fitted with 6mm laminated safety glass
All exterior facing windows to be tinted with Kling shield or similar product, unless otherwise stipulated. Colour to be confirmed by Project Manager

Blinds
Vertical Group 3 blinds to be installed (colour to be confirmed by Project Manager)
Blinds to be re-measured on site before manufacturing and installation
Vertical blinds to be 127mm
Horizontal blinds 50mm
Horizontal blinds to be either Aluminium/ Wood Venetian conformation on the BOQ
Measurements given is only for bidding purpose

Suspended ceilings
Install suspended ceilings as per Manufacturer's instructions such as Donn Products or similar. Panels to be vinyl cladded smooth white panels, 1200 x 600 x 12.5mm on suspended pre-painted exposed tee trusses, including main and cross tees, hangers, grids, etc., all level and properly secured. At edges use 25mm pre-painted shadow line aluminium cornices

Partitioning
Drywall partitioning construction and support frame system including finishes to be as per Manufacturer's specifications
Minimum requirement GPG Gypsum Gyproe Standard 40 Db, ½ hour fire rating with a stud (63.5mm) and track system. Positioning at 600mm cc fixed to 63.5mm top & bottom track clad on both sides with 12.5mm taper edged rhino board affixed with 25mm drywall screws at 220mm cc
All corners to be finished off with drywall corner strips. All joints to be taped, jointed and smoothed before painting
Aluminium skirtings to be affixed to all drywall partitioning unless otherwise specified
Door and window frames fitted in drywall partitioning to be installed as per Manufacturer's specifications

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 were 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 Bidders are to account for this when pricing the Bid
- Adequate warning signs/ lights/ etc. are to be employed where required. If the Bidder 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 bid. 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)

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: RFQ 1919611 APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND INSTALL NEW FLOORING TO HR DEPARTMENT

The bid er, 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 condition of bid.

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

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

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

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

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

for the bidder

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

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

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

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

4. 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).

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

6. B-BBEE Certificate and/or Affidavit.	Comply	Do Not Comply
Fully completed and signed preferential points claim form SBD 6.1.		
Substantiation: The bidder must submit and attach to the bid response a copy of B-BBEE Certificate issued by an authorised body or person, or an Affidavit prescribed by the B-BBEE Codes of Good Practice.		

c) Mandatory requirements (to be furnished by Bidders)

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

Stage 2: Mandatory and regulatory requirements

Technical mandatory documents which should be included on submission

No	Description	comply	Do not comply
1	Level 1 GB or higher		
2	Letter Of Good Standing		
3	Three (3) copies of contactable reference or completion certificate, on client's letterhead, with contact details (similar work to be done (GB) only		
4	Painting Trade Test		
5	5-year company Experience in related field, attach either CK, registration documents, old references which are older as a proof		
6	Provide copy of CV and Certificate of 3 years experienced project manager/supervisor to manage the project **(PM/supervisor should be available on the day site of handover to contractor and to the client)PM/Supervisor should be in possession of a Painting Trade test**		

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 **Unless specified on the Project Technical evaluations.**

Stage 3: Price And Specific Goals Criteria

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

Price Assessment	**80 Points**
Specific Goals	**20 Points**

9. STANDARD BIDDING DOCUMENTATION (SBDs)

SBD 4: DECLARATION OF INTEREST BIDDER'S DISCLOSURE

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

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

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1. 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).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the 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—

(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 in order to be awarded points for specific goals:

No	The specific goals allocated points in terms of this tender	Means of verification
1.	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
2.	51% Owned by Black people who are women	
3.	51% owned by Black people with disabilities	
4.	51% Owned by Black people who are youth	
5.	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
6.	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

Affidavit Prescribed Formats	Category	Financial Threshold
	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 of 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 sworn 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

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the 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:	……
	……
	……
	……

EVALUATION SCHEDULE: CLIENT REFERENCES (SCHEDULE 1)
REPORT ON CONTRACTOR COMPETENCE & PERFORMANCE ON PROJECT IN SIMILAR CATEGORY FOR BID RECOMMENDATIONS PURPOSES

The following are to be completed by the Client and is to be supported in each case by a letter of award and proof of service rendered and completed.

Project Name……

Client……

Contract Amount……

Contract Duration……

Actual Contract Duration……

Description/Performance	Excellent	Very Good	Good	Fair	Poor
Communication and Reporting					
Efficiency (e.g., Delivery Timelines)					
Knowledge of applicable regulations					
Quality of Work/ Service Rendered					
Team Work					

Any other remarks considered necessary to assist in the evaluation of the service provider?

……

…… ……

Client Name……

Telephone……Email……

I hereby declare that the information completed above is true and correct, and I understand that I will be held responsible for any misrepresentation.

Client Signature……

Date…….. STAMP

11. 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 affected 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: . . . . .